



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

APRIL 12, 2011

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

WORK SESSION

Item
#WS1-

Presentation and discussion regarding Addison Airport capital projects.

Item
#WS2-

Presentation and discussion regarding municipal bond financing, including process and timing for a potential bond program.

REGULAR MEETING

Pledge of Allegiance

Item #R1-

Consideration of Old Business
Introduction of Employees
Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for the March 22, 2011 Work and Regular Council Meeting.

#2b- Approval of award of a bid to RSR Event Services for parking services at the 2011 Special Events (Taste Addison, Kaboom Town, Oktoberfest and WorldFest) with the option to renew for 2012 and 2013.

#2c- Approval of extension of Tom Forrest's temporary employment agreement between the Town of Addison and Thomas L. Forrest.

#2d- Approval of an agreement for professional services with Waters-Oldani Executive Recruitment of The Waters Consulting Group, Inc. to conduct a recruitment process leading to the hiring of a Director of Marketing for the Town of Addison.

Item #R3 Presentation of a proclamation recognizing National Volunteer Week and the Human Resources Addison Advocate Volunteer Program.

Item #R4 Discussion and consideration of the appointment of three members to the Addison Planning and Zoning Commission.

Item #R5 **PUBLIC HEARING** Case 1628-Z/Vitruvian Park, Block 206. Public hearing, discussion and consideration of an ordinance approving a development plan for a development of 401 multi-family units, in an existing Planned Development District (009-036), located on 4.40 acres in the 4010 block of Vitruvian Way, on application from UDR, represented by Mr. Evan Beattie of Good Fulton and Farrell.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2011, voted to recommend approval a development plan for a development of 401 multi-family units, in an existing Planned Development District (009-036), subject to the following waivers of design standards:

1. A setback of greater than nine (9) feet against Street (A) (Vitruvian Way).
2. A setback of greater than nine (9) feet against Street (C) (Bella Lane).

And subject to the following condition:

- Prior to the issuance of a building permit, the drawings shall be revised so as to provide a screening hedge to screen the three surface parking lots from the adjacent Park and Bella Lane.

Voting Aye: Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: Groce

One Seat Vacant

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Staff recommends approval.

Item #R6 **PUBLIC HEARING** Case 1627-SUP/Jason's Deli. Public hearing, discussion and consideration of approval of an ordinance approving a Special Use Permit for a restaurant, located at 5000 Belt Line Road, on application from Jason's Deli, represented by Ms. Dana Giddins of Chipman Design Architecture, Inc.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2011, voted to recommend approval of a Special Use Permit for a restaurant subject to no conditions.

Voting Aye: Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: Groce

One Seat Vacant

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Staff recommends approval.

Item #R7 Discussion and consideration of approval of a resolution regarding the creation of an Addison Bond Committee and appointment of citizens to serve as members of the committee.

Item #R8 Presentation, discussion and consideration of approval of an ordinance amending Chapter 62, Signs, of the Code of Ordinances, of the Town by providing for a Meritorious Exception to Division 4, Detached Signs, Sec. 62-185 in order to provide for 63 additional square feet of sign to an existing pole sign located at 3790 Belt Line Road, on application by Susan Steelhammer of Cencor Realty Services, Inc.

Attachment(s):

1. Meritorious Exception Request for Pole Sign

Recommendation:

Staff recommends approval.

Item #R9 Presentation, discussion and consideration of approval of an ordinance amending Chapter 62, Signs, of the Code of Ordinances, of the Town by providing for a Meritorious Exception to Division 4, Detached Signs, Sec. 62-183 in order to provide for an additional detached conforming monument sign located at 3711-3771 Belt Line Road, on application from GDA Management Services, LLC.

Attachment(s):

1. 3711-3771 Belt Line Rd Monument Sign Request

Recommendation:

Staff recommends approval.

Item Presentation, discussion and consideration of approval

#R10 - authorizing the City Manager to execute a construction contract with Groves Electrical Service in the amount of \$1,525,113.42 for the Belt Line lighting and landscaping improvements with a contract duration of 210 days.

Attachment(s):

1. Belt Line Lighting and Landscaping Bid Tabulation

Recommendation:

Staff recommends approval.

Item #R11 - Presentation, discussion and consideration of approval authorizing the City Manager to extend the term of the Master Services Agreement with HNTB Corporation for an additional year, to expire on April 12, 2012.

Attachment(s):

1. MSA Agreement

Recommendation:

Staff recommends approval.

Item #R12 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Professional Services Agreement with Kleinfelder, Inc. for an amount not to exceed \$87,000 for the design of, and other professional services regarding, certain public infrastructure (including a deep water well and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure, Phase 1C).

Attachment(s):

1. Contract with Kleinfelder
2. Cost Analysis

Recommendation:

Staff recommends approval subject to the final approval of the City Manager and City Attorney.

Adjourn Meeting

Posted:

4/8/2011, 5:00 PM, Lea Dunn

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

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of Minutes for the March 22, 2011 Work and Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Minutes for March 22 2011 Council Meeting](#)

Type:

Cover Memo

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

March 22, 2011

6:00 PM - Town Hall

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

Upstairs Conference Room

Council Members Present:

Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Absent:

None

Work Session

Item #WS1 - Discussion regarding the Council Liaison process.

Ron Whitehead reviewed the Council Liaison process.

There was no action taken.

Item #WS2 - Discussion regarding the City Council Master Calendar and FY 2012 Budget Schedule

Ron Whitehead reviewed the City Council Master Calendar and Fiscal Year 2012 Budget Schedule with the Council.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

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

March 22, 2011

6:00 PM - Town Hall

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

Posted 03/18/2011, 5PM, Lea Dunn

Council Members Present:

Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Absent:

None

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following visitors were introduced: Damacio Rodriguez, Police Department; Holly Wilburn, Financial and Strategic Services; Meredith McAuliff, Special Events.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the March 8, 2011 Work and Regular Council Meeting.

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik
Voting Nay: None

#2b - Approval of an Encroachment On Easement Agreement between the Town of Addison and Oncor Electric Delivery Company to construct a twelve foot wide improved hike and bike trail within the 60 foot wide Oncor electric transmission easement on the west side of the Greenhill School property.

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik
Voting Nay: None

#2c - Approval of an ordinance amending Chapter 62 Signs of the Code of Ordinances by amending Section 62-98 Fee as set forth in the Ordinance.

Ordinance 011-021 was approved.

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was:
Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik
Voting Nay: None

#2d - Approval of an ordinance amending Chapter 78 (Traffic and Vehicles), Article III (Vehicle Operation), Division 2 (Speed and Related Restrictions) of the Code of Ordinances by adding a new section thereto that gives the City Manager, the City Manager's designee or the Director of Public Works the authority to reduce the speed limit of a road, street, highway or alley within the Town during

periods of maintenance, repair or construction of said road, street, highway or alley.

Ordinance 011-022 was approved.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

#2e - Approval authorizing the City Manager to enter into a contract with Divcon EMS, to upgrade the main control panel for the energy management system (EMS) at the Athletic Club facility in the amount of \$29,678.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #R3 - Discussion and consideration of the appointment of a member to the Addison Planning and Zoning Commission.

Councilmember Kimberly Lay deferred her Planning and Zoning Commission appointment to the April 12 City Council meeting.

There was no action taken.

Item #R4 - Presentation, discussion and consideration of approval of the City Council Subcommittee on Marketing and Public Communications Final Report.

Councilmember Bianca Noble presented the final report of the City Council Subcommittee on Marketing and Public Communications.

A motion to Approve was made by Councilmember Kimberly Lay.
The motion was seconded by Councilmember Blake Clemens.
The motion result was: Passed
Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #R5 - PUBLIC HEARING. Presentation, discussion and consideration of approval of an ordinance of the Town establishing standards of care for youth recreation programs conducted by the Town for elementary age children ages 5 through 13; providing for compliance with Section 42.041(b)(14) of the Texas Human Resources Code.

Randy Rogers reviewed this item. Council approved Ordinance 011-020 subject to the addition of language regarding emergency medication and subject to final review of the City Attorney and City Manager.

A motion to Approve w/ Conditions was made by Councilmember Kimberly Lay.
The motion was seconded by Councilmember Bruce Arfsten.
The motion result was: Passed
Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #R6 - Presentation, discussion and consideration of approval of an Ordinance amending Chapter 18 (Buildings and Building Regulations) of the Code of Ordinances by amending various sections thereof regarding: 1. the International Building Code, and adopting the International Building Code, 2009 Edition (and certain appendices thereto) and making such other changes and providing for other provisions regarding and relating to the International Building Code as set forth in the Ordinance, including continuing in effect certain provisions of the International Building Code, 2006 Edition regarding

automatic fire extinguishing systems. 2. the International Residential Code, and adopting the 2009 International Residential Code, 2009 Edition (and certain appendices thereto) and making such other changes and providing for other provisions regarding and relating to the International Residential Code as set forth in the Ordinance, including continuing in effect certain provisions of the International Residential Code, 2006 Edition regarding automatic fire extinguishing systems. 3. the International Energy Conservation Code, and adopting the International Energy Conservation Code, 2009 Edition and making other changes and providing for other provisions regarding and relating to the International Energy Conservation Code as set forth in the Ordinance. 4. the International Property Maintenance Code, and adopting the International Property Maintenance Code, 2009 Edition and making other changes and providing for other provisions regarding and relating to the International Property Maintenance Code as set forth in the Ordinance. 5. the International Code Council Electrical Code, 2006 Edition and making other changes and providing for other provisions regarding and relating to the International Code Council Electrical Code as set forth in the Ordinance. 6. the International Plumbing Code, and adopting the International Plumbing Code, 2009 Edition and making other changes and providing for other provisions regarding and relating to the International Plumbing Code as set forth in the Ordinance. 7. the International Mechanical Code, and adopting the International Mechanical Code, 2009 Edition and making other changes and providing for other provisions regarding and relating to the International Mechanical Code as set forth in the Ordinance. 8. the Building/ Fire Code Board of Appeals in Sections 18-614 (Relating to Fences), 18-652 (Relating to Satellite Dishes), 18-725 (Relating to Swimming Pools), and 18-730 (Relating to Solar Energy Systems) and making other changes and providing for other provisions regarding and relating to the Building/Fire Code Board of Appeals as set forth in the Ordinance.

Lynn Chandler reviewed this item. Council approved Ordinances 011-023, 011-024, 011-026, 011-027, 011-028, 011-029, and 011-030

subject to final review and approval by the City Manager and City Attorney.

A motion to Approve w/ Conditions was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #R7 - Presentation, discussion and consideration of approval of an Ordinance amending Chapter 38 (Fire Prevention and Protection) of the Code of Ordinances by amending various sections thereof regarding the International Fire Code, and adopting the International Fire Code, 2009 Edition (and all appendices thereto) and making such other changes and providing for other provisions regarding and relating to the International Fire Code as set forth in the Ordinance, including continuing in effect certain provisions of the International Fire Code, 2006 Edition regarding automatic fire extinguishing systems.

Gordon Robbins reviewed this item. Council approved Ordinance 011-031 subject to final review and approval by the City Manager and City Attorney.

A motion to Approve w/ Conditions was made by Councilmember Neil Resnik.

The motion was seconded by Councilmember Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #R8 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Construction Contract with CPS Civil, LLC in the amount of \$862,824.60 with contract duration of 175 calendar days for the construction of certain public infrastructure

(including streets and water lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 2).

Clay Barnett reviewed this item.

A motion to Approve was made by Councilmember Roger Mellow.

The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #R9 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Supplemental Agreement to the Agreement for Professional Services with Kleinfelder, Inc. for an amount not to exceed \$42,457.00 for additional services related to the Construction Inspection and Materials Testing of certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure, Phase 2).

Clay Barnett reviewed this item. Council approved the item subject to a correction of the amount awarded to \$34,513.00.

A motion to Approve w/ Conditions was made by Councilmember Neil Resnik.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #R10 - Presentation, discussion and consideration of approval of an Assignment and Construction Services Agreement between the Town of Addison and UDR, Inc., in the amount of \$69,026.00, for and

regarding the management of the construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 2).

Clay Barnett reviewed this item.

A motion to Approve was made by Councilmember Bruce Arfsten.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: In re Great Escape Aviation, Inc., Case No. 10-35871-hdh-11, U.S. Bankruptcy Court, Northern District of Texas.

Item #R11 - Consideration of any action regarding pending litigation, to wit: In re Great Escape Aviation, Inc., Case No. 10-35871-hdh-11, U.S. Bankruptcy Court, Northern District of Texas.

John Hill clarified that no action was needed on this item.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of award of a bid to RSR Event Services for parking services at the 2011 Special Events (Taste Addison, Kaboom Town, Oktoberfest and WorldFest) with the option to renew for 2012 and 2013.

FINANCIAL IMPACT:

The 2011 annual fees are \$523.69 higher than the 2010 actual; however, the current FY11 budget can accommodate the increased expense.

BACKGROUND:

The Town of Addison wishes to contract with one company to provide parking attendant services for the 2011 Taste Addison, Kaboom Town, Addison Oktoberfest and WorldFest. The one year contract is eligible for annual renewals for the 2012 and 2013 events pending budget appropriations. A Request for Proposal for parking attendant services was sent to RSR Event Services, ACT Services, Lanier Parking, and was also posted online. We received three (3) proposals. An alternate bid was requested for parking services for WorldFest at Village on the Parkway; however, the event will be held at Addison Circle Park in 2011. Please see the attachment for a comparison of the bid proposals.

RSR Event Services provides a reasonable price for parking services that are comparable to previous years. The Special Events staff has built a positive relationship with RSR over the past 10 years and we feel comfortable that they understand the importance of customer service. A patron's first impression at an event is made when they park their car so this aspect of the bid is very important. After contacting references for Platinum Parking, we determined that they lack festival expertise and we have concerns about their commitment to customer service.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Continue to Attract Visitors

ATTACHMENTS:

Description:

- [Parking Services Overview](#)
- [2011 Parking Services RFQ](#)

Type:

- Cover Memo
- Backup Material

2011 PARKING SERVICES FOR SPECIAL EVENTS

Company	Taste Addison	Kaboom Town	Oktoberfest	WorldFest	Total
2010 Actual	\$13,362.35	\$2,119.69	\$12,414.72	\$4,667.47	\$32,564.23
Lanier Parking	\$18,302.00	\$5,167.00	\$15,044.00	\$13,016.00	\$51,529.00
RSR Event Services	\$13,919.28	\$2,867.81	\$12,909.32	\$3,391.51	\$33,087.92
Platinum Parking	\$7,667.53	\$1,229.28	\$7,450.93	\$1,780.73	\$18,128.47

Rating Criteria for Bids (Points)	Lanier	RSR	Platinum
Overall Price (45)	30	42	45
Ability to produce goods and services (30)	30	30	15
Performance on similar contracts (25)	25	25	12
TOTAL (100)	85	97	72



SPECIAL EVENTS

DATE: December 10, 2010
TO: Parking Companies
FROM: Meredith McAuliff, Special Events Coordinator, Town of Addison
RE: Request for Qualification Proposal for Gate Attendant and Parking Services at 2011 Special Events
DUE: Friday, January 14, 2011 at 4:00 p.m.

The Town of Addison solicits a request for quote on the goods and/or services on the sheets sent with this cover. Please consider the following when submitting a qualification proposal:

1. The Town of Addison is exempt from sales tax and will furnish an exemption certificate to the contractor receiving the award.
2. Deadlines shall be adhered to by the vendor. In order to be considered, your quote must be received by the time and date indicated below.
3. Payment will be made within thirty days from acceptance of the goods and/or services, or receipt of an invoice, whichever is latest.
4. The Town will not disclose the amount on any vendor's quotes to another vendor, until after the award is made.

Proposals must be received by 4:00 p.m., Friday, January 14, 2011 in the Special Events Department. Quotes may also be FAXED to the Special Events Department at 972-450-2834 or delivered to 16801 Westgrove Drive, Addison, TX 75001-9010. Quotes can also be submitted by email to Meredith McAuliff at mmcauliff@addisontx.gov; please also copy Matt McCombs at mmccombs@addisontx.gov. Submitting a qualification proposal signifies acceptance of the above conditions.

For questions concerning the quote process, contact Matt McCombs, Purchasing Department, at 972-450-7090 or email at mmccombs@addisontx.gov. For questions concerning the scope of the work contact Meredith McAuliff, Special Events Coordinator at 972-450-6281 or email at mmcauliff@addisontx.gov.

Find out more information about Addison Special Events online at www.addisontexas.net. We're Social! Connect with us on Facebook, Twitter, Flickr and www.blog-addisontx.info.

SPECIFICATIONS: 2011 TOWN OF ADDISON QUOTE INSTRUCTIONS

INTENT: The Town of Addison wishes to contract with one company for parking and gate attendant services for Taste Addison, Kaboom Town, Oktoberfest, and WorldFest.

OVERVIEW OF EVENTS:

TASTE ADDISON

Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas

Taste Addison offers a tasty weekend blend of food, music and family fun. This three-day festival features over 60 Addison restaurants serving generous samplings of their menus at reduced prices, national musical entertainment, celebrity chef demonstrations and wine tasting seminars, carnival rides, midway games, award-winning children's entertainment, and more. Estimated attendance is over 65,000 people.

Event Hours

Friday, May 20, 2011	6 pm – Midnight
Saturday, May 21, 2011	Noon - Midnight
Sunday, May 22, 2011	Noon - 5 pm

KABOOM TOWN!

Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas

Rated one of the top places to watch fireworks in the country by the American Pyrotechnics Association, USA Today, Travel + Leisure and The Wall Street Journal, the nationally-recognized fireworks show can be seen from anywhere in Addison, including the Addison Circle Park watching party, many of Addison's 170 restaurants, 22 hotels and more. The dazzling 30-minute fireworks show is choreographed to music and a live radio simulcast on 100.3 JACK FM. Stay after the fireworks show for a free movie. Plus there is great food, live music and the spectacular Cavanaugh Flight Museum Warbird Flyover. Estimated attendance is over 45,000 people.

Event Hours:

Sunday, July 3, 2011	5 pm - Midnight
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Fireworks show and radio simulcast begins at dusk (approximately 9:25 pm.)
Live entertainment and family activities begin at 5 p.m. and continue until midnight.

ADDISON OKTOBERFEST

Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas

Named one of the top 10 Oktoberfests in North America by USA Today, Addison Oktoberfest brings together fans of polka, German food and Spaten Bier in Addison's spectacular Addison Circle Park for four days of music, folk dancing, sing-alongs, children's entertainment and more. Estimated attendance is over 65,000 people.

Event Hours

Thursday, September 15, 2011	6 pm – 11 pm
Friday, September 16, 2011	6 pm - Midnight
Saturday, September 17, 2011	Noon – Midnight
Sunday, September 18, 2011	Noon - 5 pm

WORLDVEST

Village on the Parkway, 5100 Belt Line Road, Addison, Texas (tentative location) or Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas.

Travel the world in a weekend and celebrate the diverse cultural communities that make up the DFW Metroplex. Guests will have the opportunity to be immersed in the cultures of Asia, Africa, Europe, and the Americas. *Note: The location for WorldFest is to be determined. Gate attendant and parking area needs will be dependent upon final decision.*

Event Hours

Saturday, October 22, 2011	Noon – 6 pm
Sunday, October 23, 2011	Noon – 6 pm

LOCATION: The events take place in the Addison Arts & Events District, primarily in Addison Circle Park and the adjacent field areas, 4970 Addison Circle Drive, Addison, Texas and at Village on the Parkway, 5100 Belt Line Road, Addison, Texas. See attached maps.

INSURANCE: Contractor must show proof of the following insurance coverage that it has purchased at its own expense to reserve booth space:

- | | |
|---|---|
| a) Commercial General Liability | \$1,000,000 |
| b) General Aggregate | \$1,000,000 |
| c) Product/Completed Operations Aggregate | \$1,000,000 |
| d) Personal & Adv. Injury | \$1,000,000 |
| e) Per Occurrence | \$1,000,000 |
| f) Medical Coverage | \$5,000 per person |
| g) Fire Liability | \$50,000 per fire |
| h) Liquor Liability Endorsement | \$1,000,000 per claim/\$1,000,000 aggregate |
| i) Comprehensive Automobile Liability
(owned, leased, non-owned and hired automobiles) | \$300,000 |

All such insurance shall: (i) be issued by a carrier which is rated "A-: VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) **name Town of Addison, P.O. Box 9010, Addison, TX 75001 as an additional insured and contain a waiver of the subrogation endorsement in favor of Addison, Certified copies of all such policies shall be delivered to Addison upon the execution of this permit, but in any event no later than April 30, 2011;** provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the Town of Addison as an additional insured. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to Addison. Coverage for Products/Completed Operations must be maintained at least two (2) years after this permit is terminated in its entirety, including any renewal thereof or extensions thereto.

For insurance questions, please contact Meredith McAuliff at 927.450.6281 or fax your certificate directly to her at 972.450.2834 or email to mmcauliff@addisontx.gov.

CRITERIA FOR PROPOSAL EVALUATION AND ACCEPTANCE PROCESS

Quotes will be evaluated by a committee made up of various members of the Town of Addison management team.

The preferred parking contractor must meet the following minimum criteria:

- A) Capability to meet the demands of the events
- B) Demonstrate quality communication, estimates and plan prior to events
- C) Previous satisfactory performance within similar event structures
- D) Proven outstanding customer service skills in an event environment
- E) Friendly Customer service philosophy

AWARD OF CONTRACT

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

Award will be based upon an analysis of the following criteria:

- A) Bidders overall price to Addison– 40 points
- B) Ability to produce the goods or services requested – 30 points
- C) Performance on similar contracts – 30 points

UNIT QUANTITIES

Addison reserves the right to request more than or less than the specified quantities listed in each section. The Contractor will provide a line item invoice to Addison for the actual amount used per event.

TERM OF PARTNERSHIP

Quote must include a term of a one year with the option to renew for 2012 and 2013 under the same terms and conditions.

SCOPE OF WORK

Contractor will provide planning assistance prior to the event regarding parking logistics and adequate gate attendants to help vendors and patrons park at Town of Addison approved parking lots during events.

OTHER

A representative from the parking company is required to attend any pre-event vendor and contractor meetings held by The Town of Addison before each event. All references, qualifications, insurance and literature should be attached to quote form.

2011 SPECIAL EVENTS PARKING PLAN

Parking lot explanation: (also see attached map)

- LOT A: DART lot for Handicap/Addison Employees/Volunteers (148 spots)
- LOT B: Conference Centre lot for City Council/selected vendors (197 Spots)
- LOT C: Addison Circle Street Gates; Road Closure
- LOT D: Festival Way; Road Closure
- LOT E: Broadway Field Grass Lot (500 spots)
- LOT F: Addison Circle/Witt Gate; Road Closure
- LOT G: Colonnade parking garage (2,886 spots)
- LOT H: Millennium Building parking garage (1,430 spots)
- LOT I: Addison Circle One (340 spots)
- LOT J: Addison Circle Two (340 spots)

TASTE ADDISON

TASTE ADDISON: Friday, May 20, 2011 Event Hours: 6 pm - 12 am (midnight)

<i>LOCATION</i>	<i># PEOPLE</i>	<i>HOURS</i>	<i># HOURS</i>
Lot A: DART lot for	1	3 pm – 11 pm	8
Handicap/Addison Employees/Volunteers	1	6 pm – 11 pm	5
Lot B: Conference Centre lot for	1	10 pm – 9 pm	11
City Council/selected vendors	1	3 pm – 11 pm	8
Lot C: Addison Circle Drive Gates	1	12 pm – 12 am	12
	1	3 pm – 12 am	9
	1	5 pm – 12 am	8
Lot D: Festival Way	1	9 am – 12:30 am	15.5
Backstage area/Entertainers/Coke/Beer vendors	1	4 pm - 12:30 am	8.5
	1	5 pm - 12:30 am	7.5
Lot E: Broadway Lot	2	7 am – 2 pm	8
Vendor parking	2	1 pm – 12 am	10
	1	11 am – 11 pm	12
Lot F: Addison Circle/Witt Gate	1	5 pm – 12 am	7
Lot G: Colonnade parking garage	2	6 pm – 12 pm	6
Lot H: Millennium Building	2	6 pm – 12 pm	6
Lot I: Addison Circle One	2	6 pm – 12 pm	6
Lot J: Addison Circle Two	2	6 pm – 12 pm	6
Supervisor	1	9 am – 1am	16
Rover	1	6 pm – 11pm	5

TASTE ADDISON: Saturday, May 21, 2011**Event Hours: noon - 12 am (midnight)**

<i>LOCATION</i>	<i># PEOPLE</i>	<i>HOURS</i>	<i># HOURS</i>
Lot A: DART lot for	1	9 am – 11:30 pm	14.5
Handicap/Addison Employees/Volunteers	2	11 am – 11:30 pm	12.5
Lot B: Conference Centre lot for	2	11 am – 12 am	12
City Council/selected vendors	1	8 am – 12 pm	16
Lot C: Addison Circle Drive Gates	3	10 am - 12:30 am	14.5
	1	5 pm – 12:30 am	7.5
Lot D: Festival Way	1	8 am – 12:30 am	16.5
Backstage area/Entertainers/Coke/Beer vendors	2	11 am – 12:30 am	13.5
Lot E: Broadway Lot	1	8 am – 12 am	16
Vendor parking	2	10 am – 11 pm	13
	1	12 pm – 11:00 pm	11
Lot F: Addison Circle/Witt Gate	1	10:30 am – 12:45 pm	14.25
Lot G: Colonnade parking garage	3	4:30 pm – 12 pm	7.5
	6	5 pm – 11 pm	6
	2	6 pm – 11 pm	5
Lot H: Millennium Building (Arapaho & Tollway)	1	2 pm – 11:30 pm	9.5
	2	3 pm – 12:30 am	8.5
Lot I: Addison Circle One	1	1 pm – 11 pm	10
	3	3 pm – 11 pm	8
Lot J: Addison Circle Two	2	6 pm – 11 pm	5
Supervisor	1	8 am – 2am	18
Rover	1	12 am – 11pm	11
Rover (Vendor lot)	1	8 am – 9:30 pm	13.5

TASTE ADDISON: Sunday, May 22, 2011**Event Hours: Noon - 5 pm**

<i>LOCATION</i>	<i># PEOPLE</i>	<i>HOURS</i>	<i># HOURS</i>
Lot A: DART lot for	1	10 am – 5 pm	7
Handicap/Addison Employees/Volunteers			
Lot B: Conference Centre lot for	1	9 am – 5 pm	8
City Council/selected vendors	1	10 am – 5 pm	7
Lot C: Addison Circle Drive Gates	1	10 am – 7 pm	9
	2	11 am – 7 pm	8
Lot D: Festival Way	1	9 am – 7 pm	10
Backstage area/Entertainers/Coke/Beer vendors	2	11 am – 7 pm	8
Lot E: Broadway Lot	2	9 am – 5 pm	8

Vendor parking	3	10 am – 5 pm	7
Lot F: Addison Circle/Witt Gate	1	11am – 7 pm	8
Lot G: Colonnade parking garage	2	1 pm – 5 pm	4
Lot I: Addison Circle One	1	1 pm – 5 pm	4
Lot I: Addison Circle One	1	1 pm – 5 pm	4
Supervisor	1	9 am – 8 pm	11
Rover (Dart/Conference Centre)	1	1 pm – 7 pm	6

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KABOOM TOWN!

KABOOM TOWN: Sunday, July 3, 2011 Event Hours: 5 pm - 12 am (midnight)

LOCATION	# PEOPLE	HOURS	# HOURS
Lot A: DART lot for	1	2 pm – 10 pm	8
Handicap/Addison Employees/Volunteers	2	4:30 pm – 10 pm	5.5
Lot B: Conference Centre lot for	1	2 pm – 10 pm	8
City Council/selected vendors/Special Guests	2	4:30 pm – 10 pm	5.5
Lot C Festival Way	1	2:30 pm – 10 pm	7.5
Backstage area/Entertainers/Coke/Beer vendors			
Lot D Broadway Lot	2	4 pm – 11 pm	7
Vendor parking	4	2 pm – 12 am	11
Lot E: Grass Lot (Public Parking)	2	3 pm – 10:30 pm	7.5
Lot F: Addison Circle One	3	6 pm – 12 am	6
Lot G: Addison Circle Two	2	6 pm – 12 am	6
Supervisor	1	2 pm – 2 am	12
Set up	1	11 am – 2 pm	2



OKTOBERFEST

OKTOBERFEST: Thursday, September 15, 2011

Event Hours: 6 pm – 11 pm

LOCATION	# PEOPLE	HOURS	# HOURS
Lot A: DART lot for Handicap/Addison Employees/Volunteers	1	5 pm – 11 pm	8
Lot B: Conference Centre lot for City Council/selected vendors	1 1	3 pm – 12 am 5 pm – 12 am	8 6
Lot C: Addison Circle Drive Gates	2 1	4 pm – 9 pm 5pm – 12 am	6 7
Lot D: Festival Way Backstage area/Entertainers/Coke/Beer vendors	2	9 am – 11 pm	14
Lot E: Broadway Lot Vendor parking	2 1	9 am – 12 am 3 pm – 12 am	15 8
Lot F: Addison Circle/Witt Gate	1	4 pm – 10 pm	5
Supervisor	1	3 pm – 12 am	9
Set up	1	9 am – 11 am	2

OKTOBERFEST: Friday, September 16, 2011

Event Hours: 6 pm – 12 am

LOCATION	# PEOPLE	HOURS	# HOURS
Lot A: DART lot for Handicap/Addison Employees/Volunteers	1	4 pm – 12:30 am	7.5
Lot B: Conference Centre lot for City Council/selected vendors	1 1	5 pm – 1 am 6 pm – 12 am	8 6
Lot C: Addison Circle Drive Gates	1 2	3 pm – 11 pm 5pm – 1 am	7 8
Lot D: Festival Way Backstage area/Entertainers/Coke/Beer vendors	2 1	4 pm – 1 am 9 am – 1 am	9 16
Lot E: Broadway Lot Vendor parking	2 1 1	9 am – 11 pm 4 pm – 1 am 11 am – 11 pm	14 8 12
Lot F: Addison Circle/Witt Gate	1	5 pm – 10 pm	5
Lot G: Colonnade parking garage	2	6 pm – 12:30 am	6.5
Lot H: Millennium Building (Arapaho & Tollway)	1 1	4 pm – 11 pm 6 pm – 12:30 am	7 6.5
Lot I: Addison Circle One	2	6 pm – 12:30 am	6.5
Lot J: Addison Circle One	1	6 pm – 12:30 am	6.5
Supervisor	1	3 pm – 2 am	11

OKTOBERFEST: Saturday, September 17, 2011**Event Hours: 12 pm – 12 am**

<i>LOCATION</i>	<i># PEOPLE</i>	<i>HOURS</i>	<i># HOURS</i>
Lot A: DART lot for Handicap/Addison Employees/Volunteers	1	10 am – 12 am	14
Lot B: Conference Centre lot for City Council/selected vendors	1 1	10 am – 10 pm 6:30 am – 10 pm	12 15.5
Lot C: Addison Circle Drive Gates	3	10 am – 10 pm	12
Lot D: Festival Way Backstage area/Entertainers/Coke/Beer vendors	1 2	9 am – 10 pm 11 am – 1 am	12 13
Lot E: Broadway Lot Vendor parking	1 2 1 1	9 am – 10 pm 11 am – 12:30 am 10 am – 12:30 am 12 pm – 12 am	13 13.5 14.5 12
Lot F: Addison Circle/Witt Gate	1	11 am – 10 pm	11
Lot G: Colonnade parking garage	2 1	4 pm – 11 pm 5 pm – 11 am	7 6
Lot H: Millennium Building (Arapaho & Tollway)	1 1	12 pm – 12am 2 pm – 12 am	12 10
Lot I: Addison Circle One	1 2	12 pm – 12am 4 pm – 12 am	12 8
Lot J: Addison Circle Two	1 1	12 pm – 12:30 am 4 pm – 10 pm	12.5 6
Supervisor	1	6:30 am – 1 am	18.5
Rover	1	9 am – 11 pm	13

OKTOBERFEST: Sunday, September 18, 2011**Event Hours: 12 pm -5 pm**

<i>LOCATION</i>	<i># PEOPLE</i>	<i>HOURS</i>	<i># HOURS</i>
Lot A: DART lot for Handicap/Addison Employees/Volunteers	1	11 am – 6 pm	7
Lot B: Conference Centre lot for City Council/selected vendors	2	10 am – 6 pm	8
Lot C: Festival Way Backstage area/Entertainers/Coke/Beer vendors	2 1	10 am – 5 pm 11 am – 6 pm	7 7
Lot D: Broadway Lot Supervisor	5 1	10 am – 6 pm 10 am – 7 pm	8 9
Rover	1	12 pm – 4 pm	4

WORLDVEST

WORLDVEST: Saturday, October 22, 2011
Addison Circle Park

Event Hours: 12 pm – 6 pm

LOCATION	# PEOPLE	HOURS	# HOURS
Lot A: Festival Way Backstage area/Entertainers/Coke/Beer vendors	3	9 am – 8 pm	9
Lot B: Broadway Lot Vendor parking	1 1	10 am – 8 pm 11 am – 8 pm	10 9
Lot C: Public Parking Grass Lot	1 2	10 am – 8 pm 12 pm – 8 pm	10 8
Lot D: Addison Circle One	2	12 pm – 8 pm	8
Lot E: Addison Circle Two	1	12 pm – 8 pm	8
Supervisor	1	8:30 am – 8 pm	12.5

WORLDVEST: Sunday, October 23, 2011

Event Hours: 12 pm – 6 pm

LOCATION	# PEOPLE	HOURS	# HOURS
Lot A: Festival Way Backstage area/Entertainers/Coke/Beer vendors	3	9 am – 6 pm	9
Lot B: Broadway Lot Vendor parking	1 1	10 am – 6 pm 11 am – 6 pm	8 7
Lot C: Public Parking Grass Lot	1	10 am – 5 pm	7
Lot D: Addison Circle One	2	12 pm – 5 pm	5
Lot E: Addison Circle Two	2	12 pm – 5 pm	5
Supervisor	1	10 am – 6 pm	8

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Note: Location for WorldFest 2011 is to be determined. Gate attendant and parking area needs will be dependent upon final decision.

WORLDFEST

WORLDFEST: Saturday, October 22, 2011
Village on the Parkway (Tentative location)

Event Hours: 12 pm – 6 pm

LOCATION	# PEOPLE	HOURS	# HOURS
Farmers Market E	1	9 am – 8 pm	11
Farmers Market W	1	12 pm – 8 pm	8
Dimassi's Lot	1	9 am – 8 pm	11
Flying Saucer Lot	1	9 am – 8 pm	11
Sakowitz Dr. N	1	10 am – 8 pm	10
Sakowitz Dr. S	1	10 am – 8 pm	10
Vendor Load-In E	3	9 am – 2 pm	5
Vendor Load-In E	3	1 pm – 5 pm	4
Vendor Load-In W	2	9 am – 2 pm	5
Vendor Load-In W	1	12 pm – 6 pm	4
HC Parking E	1	9 am – 6 pm	9
HC Parking E	1	11 am – 1 pm	2
VIP Parking E	1	10 am – 2 pm	4
General Parking E	1	11 am – 4 pm	5
Logan's Lot	2	9 am – 8 pm	11
Vendor Lot	3	9 am – 8 pm	11
Vendor Lot/ Montfort	2	12 pm – 8 pm	8
Supervisor	1	8:30 am – 9 pm	12.5

WORLDFEST: Sunday, October 23, 2011

Event Hours: 12 pm – 6 pm

LOCATION	# PEOPLE	HOURS	# HOURS
Farmers Market E	1	9 am – 8 pm	11
Farmers Market W	1	12 pm – 8 pm	8
Dimassi's Lot	1	9 am – 8 pm	11
Flying Saucer Lot	1	9 am – 8 pm	11
Sakowitz Dr. N	1	10 am – 8 pm	10
Sakowitz Dr. S	1	10 am – 8 pm	10
Vendor Load-In E	3	9 am – 2 pm	5
Vendor Load-In E	3	1 pm – 5 pm	4
Vendor Load-In W	2	9 am – 2 pm	5

Vendor Load-In W	1	12 pm – 6 pm	4
HC Parking E	1	9 am – 6 pm	9
HC Parking E	1	11 am – 1 pm	2
VIP Parking E	1	10 am – 2 pm	4
General Parking E	1	11 am – 4 pm	5
Logan's Lot	2	9 am – 8 pm	11
Vendor Lot	3	9 am – 8 pm	11
Vendor Lot/ Montfort	2	12 pm – 8 pm	8
Supervisor	1	8:30 am – 9 pm	12.5

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**BID FORM
2011 GATE ATTENDANT & PARKING SERVICES**

Bidder's Company Name _____

Address _____ City _____ St _____ Zip _____

Phone (____) _____ Fax (____) _____

E-Mail Address: _____

On-Site Supervisor: _____

Mobile # _____

I received and have read all pages of these instructions and specifications. I understand and will abide by all areas of these specifications. Further, I am a legal agent of the above named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in procuring of the Contract.

The Town of Addison has permission to check the customer and bank references.

Authorized Officer/Owner _____

(Signature)

(Title)

Name of Contact (print) _____

Hourly rate per man hour

Hourly rate per Supervisor hour

\$ _____

\$ _____

TASTE ADDISON

Estimate for Specified Hours \$ _____

KABOOM TOWN

Estimate for Specified Hours \$ _____

OKTOBERFEST

Estimate for Specified Hours \$ _____

WORLDVEST

Estimate for Specified Hours \$ _____

GRAND TOTAL Estimate for Specified Hours for 2011 Addison Special Events \$ _____

INTERVIEW QUESTIONS

Please include answers to these questions in a separate word or PDF document.

- 1) Please describe your company and include at least the following information:
 - a. Overview of capabilities
 - b. Number of years in business
 - c. Number of employees with a description of primary contacts
 - d. Confirm if employees uniformed
 - e. Three strengths
- 2) Has your company provided parking services for other fairs / festivals in the last three years? If so, please list those festivals as well as any other municipalities you may have worked with along with contact information for references.
- 3) Has your company worked with the Town of Addison previously? If yes, please provide more information about the length of your relationship with the Town and who did you work with.
- 4) Please provide a copy of your insurance certificate.
- 5) Please list 3 other local or national client references.
- 6) Why should the Town of Addison select your company to provide parking services for our special events?
- 7) What is your company's customer service philosophy? What are some examples where your employees have shown this philosophy?

OKTOBERFEST SEPT 16 - 19, 2010

(Subject to Change)

- 10 x 10
- 10 x 20
- 20 x 20

- Ticket Sales
- Emergency Services
- ATM
- Restrooms
- Miscellaneous Booths
- Food and Beverage
- No/Own Tent



RECYCLING DUMPSTER

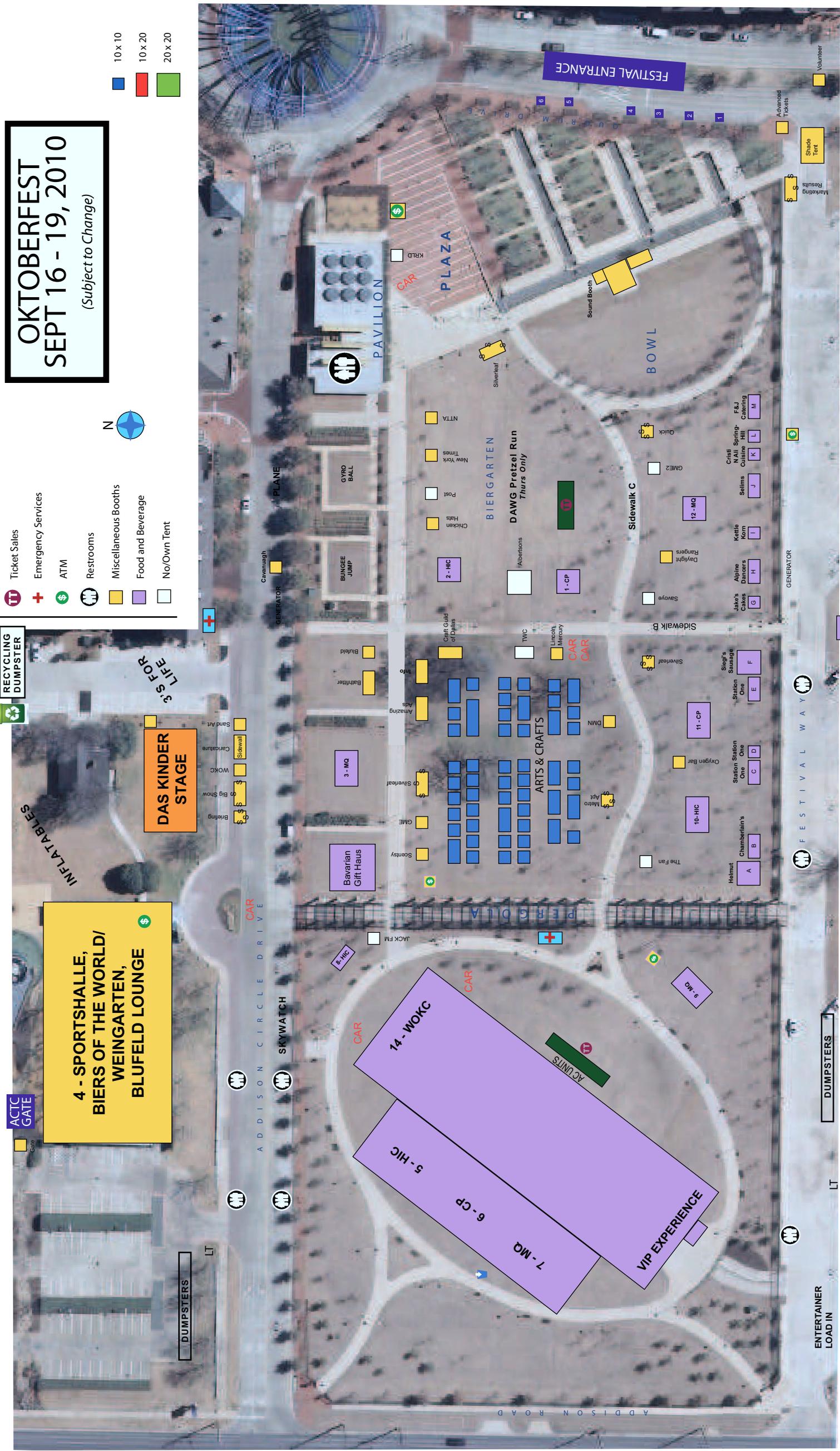
3.5 FOR LIFE

DAS KINDER STAGE

**4 - SPORTSHALLE,
BIERS OF THE WORLD/
WEINGARTEN,
BLUFELD LOUNGE**

ACTIC GATE

DUMPSTERS



CARNIVAL

CARNIVAL

ENTERTAINER LOAD IN

DUMPSTERS

FESTIVAL WAY

ADDISON CIRCLE DRIVE

SKYWATCH

PLANE

14 - WOKG

5 - HIC

6 - CP

7 - MQ

9 - DW-6

11 - CP

10 - HIC

12 - MQ

13 - CP

2 - HC

1 - CP

H

I

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WORLD FEST

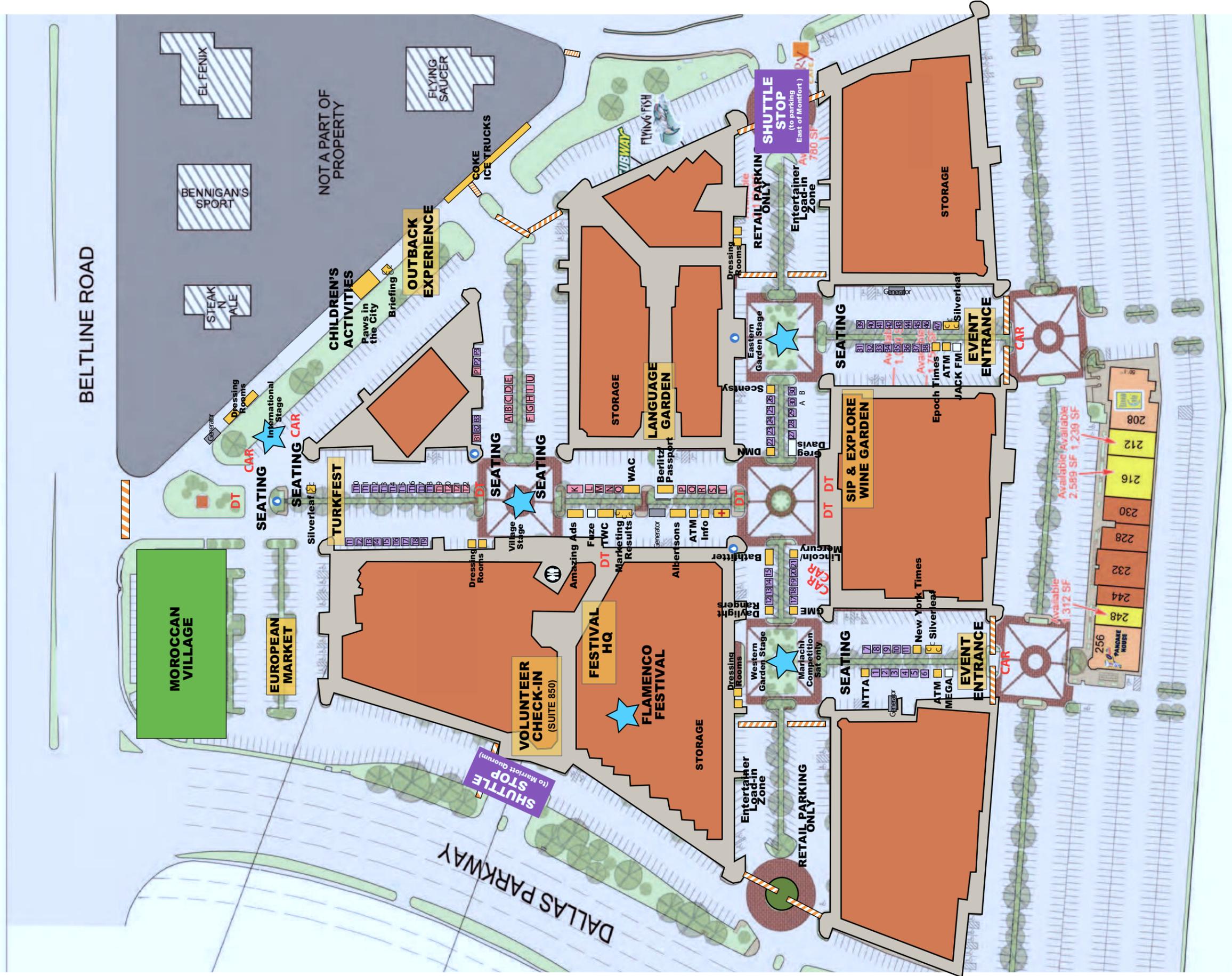
TRAVEL THE WORLD IN A WEEKEND!

October 23-24, 2010 • Village on the Parkway



2010 PROPOSED SITE PLAN

- ★ Entertainment
- ⚡ Emergency Services
- Ⓜ ATM
- 🚻 Restrooms
- 🏪 Marketplace
- 🏠 No/Own Tent
- 🍷 Food Court
- 🏠 Misc./Sponsor Tents
- 📶 Directional Tower



Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of extension of Tom Forrest's temporary employment agreement between the Town of Addison and Thomas L. Forrest.

FINANCIAL IMPACT:

The extension of Tom Forrest's temporary employment agreement for an additional six months will require a mid-year budget amendment. The total cost for the extension is \$90,000.

BACKGROUND:

There are several major construction projects that are complex and have very specific deadlines. For the last six months, Tom Forrest has assisted Town staff with these projects and his help has been invaluable. It is anticipated that the majority of the projects will be completed by September 2011. In order to ensure that the work is completed on time and in conformance with all the necessary federal and state requirements, staff is recommending that the agreement be extended for an additional six months.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2d

AGENDA CAPTION:

Approval of an agreement for professional services with Waters-Oldani Executive Recruitment of The Waters Consulting Group, Inc. to conduct a recruitment process leading to the hiring of a Director of Marketing for the Town of Addison.

FINANCIAL IMPACT:

Funds are available in the FY 2011-12 Hotel Fund budget for these services. Professional fees are set at \$17,500, with additional possible project related expenses not to exceed \$6,500.

BACKGROUND:

Following the City Council's goal and prioritization setting process this past summer which identified the desire to enhance the Town of Addison's marketing efforts, the next step is to recruit and hire a leader for those operations. Staff has identified the experienced firm of Waters-Oldani Executive Recruitment of the Waters Consulting Group, Inc. to perform these functions for the Town. Waters-Oldani proposes a targeted approach involving development of a brochure and advertising materials for the position, candidate identification, applicant screening, background and reference checks and assistance in the interview process.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Employ High-Quality, Service-Oriented Personnel, Provide For A Diversified Business Climate, Continue to Attract Visitors, Provide Quality Leisure Opportunities, Work to instill a "Sense of Community" in Addison's residents, Develop and utilize the Addison Airport as an engine to drive economic growth in the community, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

[Marketing Director Executive Search Proposal](#)

Type:

Cover Memo



WATERS-OLDANI EXECUTIVE RECRUITMENT

A Division of The Waters Consulting Group, Inc.

March 28, 2011

Mr. Chris Terry
Assistant City Manager
5300 Belt Line Road
Addison, TX 75001-9010
(Transmitted via email to: phaves@addisontx.gov)

Re: Proposal – Executive Recruitment for Marketing & Communications Director

Dear Mr. Terry:

I appreciate the opportunity to submit our proposal for executive recruitment services for your Marketing & Communications Director. We are confident that you will be completely satisfied with our comprehensive process and the outcome.

WCG is positioned as one of the largest privately-held executive recruitment firms in the nation with a focus on the public sector. Over the past few years, WCG has recruited and placed more than 200 executive level positions within the public sector. This kind of experience will prove to be valuable for your executive recruitment.

Our team of recruitment consultants (see bios starting on page 9 of the proposal) has provided executive recruitment services nationwide for over 30 years, principally to public organizations. We have established a reputation for a relentless commitment to high quality with our process and our candidates.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following important ways:

- Our **Triple Guarantee™** (see page 3);
- Finalists identified within 80 days from initiation of recruitment activities;
- Meticulous development of the candidate profile prior to advertising/marketing (see page 4);
- Rigorous review of candidates' references and background (see page 5);
- Our highly-accessed web site (www.watersconsulting.com) by prospective candidates;
- Our superior nationwide relationships with high-quality candidates for marketing new positions;
- Within 60 days of the reporting date of the selected candidate, our firm will conduct a Team-Building Workshop for your new employee and his/her team. This will be conducted for no additional professional fee, just project-related expenses; and
- Within twelve (12) months following your appointment of the successful candidate, we will administer our 360° Performance Assessment for no additional professional fee, just project-related expenses (see page 3).

The proposal document will provide you the details about our approach, expertise, client references, and pricing for this executive recruitment. Also, if you have any questions, please contact me directly at 817.965.3911 or by email at canderson@watersconsulting.com.

We would consider it a professional privilege to provide these services to the Town of Addison.

Sincerely,

Charles (Chuck) S. Anderson
CEO of Executive Recruitment
A Division of The Waters Consulting Group, Inc.

QUALIFICATIONS

Our understanding of and experience in the public sector coupled with our commitment in developing partnering relationships with our clients are key factors in our long-term success.

PROJECT OVERVIEW

The Town of Addison, Texas, is considering the use of a consulting firm to assist with the executive recruitment for its next Marketing & Communications Director and has requested a proposal describing a work plan and project approach from The Waters Consulting Group, Inc. (WCG). Accordingly, we provide the following information for your consideration.

PROFESSIONAL EXPERTISE MAKES THE DIFFERENCE

Throughout the assignment, the WCG team will serve as technical advisors to your organization to ensure that the recruitment process is conducted in a professional manner. The objective of WCG is to generate high-quality candidates and assist you with the screening and evaluation of these candidates. Due to our extensive professional relationships with hundreds of public sector organizations and prospective candidates nationwide, WCG is positioned to confidently promote your position to prospective candidates as a positive career opportunity.

Since our firm's beginning, we have emerged as a leader in executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering only outstanding services and leading-edge products. In addition, WCG is positioned as one of the largest privately-held executive recruitment firms in the nation with a focus on the public sector. This kind of strength will prove to be valuable for your executive recruitment.

With any consulting assignment, but particularly with an executive recruitment project, reliable and timely communication is fundamental to project success. At key points during the assignment, WCG consultants will communicate by phone, e-mail, or in person, with appropriate leaders from your organization to discuss the progress of the recruitment and to review subsequent steps in the recruitment process. These regular status reports are important to ensure success with the recruitment assignment.

We pride ourselves in the fact that we bring a high level of personal commitment to everything that we do. We get to know our clients – their concerns for success, their strategic goals and their organizational culture. But our intense professional commitment does not stop with our clients. We have candidates who were not selected for positions call to extend compliments and thanks for how they were treated during our recruitments. Many have stated that we provided the best recruitment experience in which they have ever participated.

Client satisfaction is important to all organizations, but to our firm, it is our chief focus. In our business, referrals and recommendations are the keys to success.

ROLE OF YOUR ORGANIZATION'S STAFF

We have a seasoned staff of professionals to deliver quality services with minimal effort required from you. However, to assist with the project, we ask that your organization designate a Project Manager to serve as WCG's primary contact for the recruitment assignment. Your Lead Consultant will facilitate such functions as coordinating meeting dates, times, and locations and the review of the draft recruitment brochure and related advertising copy.

TRIPLE GUARANTEE

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of Finalists, WCG will work to identify a supplemental group until you find a candidate to hire; (2) Your executive recruitment is guaranteed for 24 months against termination for cause. Within the first year, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. During the second year, the replacement recruitment is reduced to 50% of the professional fee plus project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) WCG will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

TEAM-BUILDING WORKSHOP

Within 60 days after your new Marketing & Communications Director reports to work, WCG will develop a customized workshop based on the individual behavioral styles of the management team to strengthen the new leader and his/her team's performance. Your new employee and each member of his/her management team will be asked to complete a questionnaire, utilizing a secure Website. Following a review of the responses to the questionnaire, one of our professional consultants will facilitate a three-hour workshop with the objective of assisting the team members to become a high-performance team. If you elect to use this service, there will be no professional fee charged to you, only project-related expenses.

360° PERFORMANCE REVIEW

Additional services include a performance appraisal and review of the new Marketing & Communications Director after 12 months, with no professional fee charged to you. If you elect to use this service, the only cost you would incur would be the reimbursement for any project-related expenses.

DESCRIPTION OF KEY TASKS

The following is intended to describe the key tasks associated with our approach to executive recruitment.

TASK I RECRUITMENT BROCHURE DEVELOPMENT AND ADVERTISING

The important first step in the recruitment process involves the development of a comprehensive recruitment brochure with a profile of the ideal candidate, including the required qualifications, professional experience, personal characteristics, and other factors related to success in the position of Marketing & Communications Director. The recruitment brochure will also have a profile of your community and organization. To prepare the recruitment brochure, the Lead Consultant will come on site to meet with your leadership team to discuss the required background and experiences for the new Marketing & Communications Director. We will also request organizational charts, budgetary information, operational reports, and other documentation describing the community, organization, current issues, and responsibilities of the position.

The draft recruitment brochure will be presented to you for review and final approval/edits prior to its publication and distribution to prospective candidates.

In order to conduct an open recruitment and to encourage applications from a diverse pool of candidates, WCG will work with you to develop an advertising and marketing strategy to notify potential candidates about the vacancy. WCG will provide you with the advertisements and an advertising schedule to place the ads in appropriate professional publications, websites and local print media as approved by you. Draft ads will be submitted to your organization for approval prior to publication. WCG has a highly-accessed website, www.watersconsulting.com, and targeted e-mail (search@watersconsulting.com). We will use all available resources to communicate directly with prospective candidates. The aggressive advertising and marketing campaign for top talent will include national, state, regional, and local elements as determined during our initial meetings with your organization. Our presence at appropriate public sector conferences will be used to further promote the position.

An effective advertising strategy will help to ensure that we conduct an open recruitment with appeal to a diverse array of candidates. WCG will take all necessary steps to protect against discrimination in the screening and selection process.

TASK II EXECUTION OF RECRUITMENT STRATEGY AND IDENTIFICATION OF QUALITY CANDIDATES

Using the information developed in Task I, WCG will identify individuals who would be outstanding candidates for the position of Marketing & Communications Director. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a

potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on our professional contacts and relationships. We have also established networks with minority and female leaders throughout the nation and are proud of our record of placement of minority and female candidates. WCG has adopted a corporate policy of equal employment opportunity and will not participate in any recruitment effort where these principles are not followed. In addition, we are charter members of NFBPA and its Business Advisory Committee and the Hispanic Network.

We believe that one of the strengths of the WCG recruitment process is our attention to the candidates during the process. Each candidate submitting a résumé is sent a timely acknowledgement by WCG, giving an approximate schedule for the recruitment. Further communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments, which is also provides a positive reflection on your organization

TASK III
SCREENING OF APPLICANTS AND RECOMMENDATION OF FINALISTS

Our recruiting efforts in Task II identify a significant number of applicants, depending upon the position and the availability of candidates with the requisite experience and skills in the marketplace. Task III is where our Lead Consultant screens the candidates against the criteria within the candidate profile and develops a list of Finalists for recommendation to the client.

As the Lead Consultant screens the applications; the most promising applicants will receive a candidate questionnaire to complete that will provide additional information about the candidates' background and experience. After reviewing the responses to the questionnaire, the Lead Consultant will send selected resumes and questionnaire responses directly to whomever you select on your staff to assist with the screening process. In the consultation with your staff representative, the Lead Consultant will narrow the list to a group of Semifinalists and Finalists for your review and decision. Typically, four to six Finalists are selected for the on-site interviews. Throughout the process you will have access to our Master Applicant List (MAL) for this position, which will provide pertinent data about each applicant.

TASK IV
CONDUCTING BACKGROUND CHECKS, REFERENCE CHECKS
AND ACADEMIC VERIFICATIONS

Once you approve the group of Finalists for on-site interviews, WCG will begin the process to conduct reference checks, background checks and academic verifications. Contact is then made with selected references and sometimes with others who may know of additional accomplishments and work experiences of the candidates. The purpose of the reference interviews is to allow WCG to complete our understanding of the work experience, professional performance and personal characteristics of the Finalists.

For the background checks, WCG will develop information about the candidates in the following areas:

- Consumer Credit
- County Criminal
- County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we do require a minimum of ten business days between the time that you select the Finalists for on-site interviews and when we send you candidate documentation for your final interview process.

TASK V FINAL INTERVIEW PROCESS

Upon completion of Task IV, we will work with you to develop the final interview process. We will also send you documentation on each of the finalists, which will provide the highlights of their professional experience and leadership/management profile, and a summary of the results of the reference checks, background checks and academic verifications. In addition, the report will include guidelines for interviewing the candidates, suggested interview questions, and a rating process for your interview panel(s). Our Lead Consultant will participate in final interviews as either an observer or active panel member at your request and will be available to answer questions and assist you in the final evaluation and selection of the successful candidate. In addition, if you request the service, our Lead Consultant will assist you with the development of a compensation package and related employment considerations, and assist with the negotiations.

EXECUTIVE RECRUITMENT PROJECT TIMELINE

Below is an estimated Timeline for the executive recruitment process. You will be asked by the Lead Consultant during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you. **However, we commit to you to deliver a group of Finalists for your consideration within 80 days from the date that we commence recruitment activities.**

ADDISON, TEXAS EXECUTIVE RECRUITMENT MARKETING AND COMMUNICATIONS DIRECTOR PRELIMINARY TIMELINE	
The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of April 12, 2011. Actual target dates will be developed in consultation with and approved by the Town of Addison.	
Activity	Target Date
<ul style="list-style-type: none"> • The Waters Consulting Group (WCG) Completes On-Site Interviews to Develop Candidate Profile and Recruitment Brochure; Town of Addison (Town) Approves Ad Placement Schedule and Timeline. 	April 19, 2011
<ul style="list-style-type: none"> • WCG Sends Draft Recruitment Brochure to the Town. 	April 25, 2011
<ul style="list-style-type: none"> • The Town Returns Draft Recruitment Brochure (with edits) to WCG. 	May 2, 2011
<ul style="list-style-type: none"> • WCG Commences Executive Recruitment Advertising and Marketing. 	May 9, 2011
<ul style="list-style-type: none"> • WCG Commences First Formal Review of Applications and Sends Most Promising Applicants a Candidate Questionnaire to Provide Additional Information about Background and Experience. 	June 8, 2011
<ul style="list-style-type: none"> • WCG Reviews Responses to Candidate Questionnaire and Sends Selected Resumes and Questionnaire Responses to the Town for Review. 	June 23, 2011
<ul style="list-style-type: none"> • WCG Recommends Semi-Finalists to the Town; The Town Selects Finalists for On-Site Interviews. 	June 28, 2011
<ul style="list-style-type: none"> • WCG Completes Reference Checks/Background Checks/Academic Verification for Finalists. 	July 12, 2011
<ul style="list-style-type: none"> • WCG Sends Documentation for Finalists to the Town. 	July 22, 2011
<ul style="list-style-type: none"> • The Town Conducts On-Site Interviews with Finalists. 	Week of August 1, 2011
<ul style="list-style-type: none"> • The Town Extends Employment Offer to Finalist. 	Week of August 8, 2011

AN OVERVIEW OF OUR CONSULTING TEAM

WCG places a high priority on meeting the needs of our clients. Therefore, at the outset of the recruitment process, we will tailor our approach to address the issues unique to your organization's working environment. For each recruitment project, we assign a Lead Consultant and a team of support professionals to carry out assignments in an effective and efficient manner. What follows are brief biographical descriptions of the members of our consulting team.

CHARLES (CHUCK) S. ANDERSON
Chief Executive Officer

Charles (Chuck) S. Anderson is the Chief Executive Officer for the Recruitment Division within the Waters Consulting Group (WCG). In this role he also is a senior consultant within the HR Consulting Division for projects related to organizational design and development, strategic planning, and leadership/management development.

Prior to joining the WCG, Chuck worked for local governments and public education, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART); and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

Professional Accomplishments and Education

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.

CHUCK ROHRE

Senior Consultant

Chuck Rohre is a Senior Consultant for The Waters Consulting Group, Inc. (WCG). In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 35 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

Chuck joined the firm in January 2006 following a 13-year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitment across the nation, especially in the Midwestern and Southwestern states. Among others, he has led recruitment processes for City and Assistant City Managers, Police Chiefs, Fire Chiefs, Library Directors, Chief Information Officers, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Public Works Directors. The clients range from as small as 2,500 to as large as 700,000 in population. He has also conducted management-consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

Areas of Expertise

- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Law Enforcement Management and Training

Professional Accomplishments and Education

Chuck received his Bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his Master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.

ANDREA BATTLE SIMS

Senior Consultant

Andrea Battle Sims has been working in executive recruitment for over nine years, managing all phases of the recruitment process for public sector executives, including: Chief Information Officers, City and Assistant City Managers, Library Directors, Police Chiefs, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Workforce Development Executive Directors.

Andrea is an experienced professional with over twenty years of prior experience in Information Technology, EDP Audit and Management experience in both the public and private sector. Her local government leadership roles include serving as the IT Director at Cleveland Public Schools with a staff of 50; Deputy Director of IT at Cuyahoga County with a staff of 70. In addition, her county experience includes creating a start-up venture to sell public computer access to the legal community. Ms. Sims has held management positions at AT&T, Progressive Insurance, and National City Bank managing IT projects as well as IT professionals, along with serving as an internal consultant/auditor. She has successfully managed IT professionals through the change process from legacy to client-server technologies including both private and public sector Year 2000 implementations. She is uniquely qualified and successful in CIO recruitments in the public sector.

Areas of Expertise

- Executive Recruitment
- Recruitment and Retention Training
- Diversity-based Recruitment and Retention
- Information Technology Leadership
- Organizational Assessment
- Strategic Planning and Implementation
- Project Management
- Process Improvement
- Change Management

Professional Accomplishments and Education

Andrea's educational background includes a Bachelor of Arts in Mathematics from Spelman College, Atlanta Georgia and a Master of Science in Operations Research from The Wharton School at the University of Pennsylvania, Philadelphia, Pennsylvania. In addition, her post-graduate education includes numerous executive development seminars and certification from the Leadership Academy at Cleveland State University, the Anderson School at UCLA and the Gartner Group. Andrea's current and past civic involvement includes the Board of Trustees at the Gathering Place; American Cancer Society, Cuyahoga Unit; Junior League of Cleveland, along with leadership positions with the Links, Inc., the Spelman Alumnae Association, and Delta Sigma Theta, Inc.

JAMES R. (JIM) MOORE – PROPOSED LEAD CONSULTANT

Senior Consultant

Jim Moore recently joined the Waters Consulting Group. Jim's 33 year career in local government uniquely qualifies him to assist cities and counties with the myriad of complex issues confronting them today. He is former County Administrator for Jefferson County, Colorado's second largest county, where he was responsible for their \$480 million dollar budget. Under Jim's leadership, Jefferson County developed an innovative and very effective priority based budgeting process. This priority based budgeting model continues to receive national acclaim, having been featured by prestigious organizations including the International City and County Management Association (ICMA), the Alliance for Innovation, and the Government Finance Officers association (GFOA).

Jim was hired in Jefferson County as Director of Human Resources, but was quickly promoted to Director of Administrative Services and then to County Administrator, a position he held from 2005 to 2009. Most of Jim's professional career has been in Human Resources for local governments. In addition to Jefferson County, Jim served as Director of Human Resources for the City of Davenport, Iowa, Director of Human Resources and Governmental Relations for MHMR of Tarrant County and Assistant Director of Human Resources and Civil Service for Tarrant County Government, seated in Fort Worth, Texas. In each of those positions he was personally responsible for and involved in all key management and executive level recruitments. Additionally, Jim managed the development and installation of comprehensive pay, classification, and employee performance management systems.

Jim Moore was responsible for the development of Jefferson County's pioneering open government transparency initiative, www.transparenttjeffco.us, which has received national acclaim and been emulated by other local governments. In addition to making county business, financial data, and transactions open and available to the public, this initiative was designed to encourage mainstream citizen participation and community involvement.

Jim is also a professional mediator. He has served as a contract mediator for the Fort Worth Human Relations Commission, where he successfully resolved over 90% of the EEOC claims assigned to him. He has also served as a mediator for the United States Postal Service REDRESS program where he had similar success. In both Jefferson County and MHMR of Tarrant County, Jim developed in-house mediation programs for use by employees and supervisors. Jim has also been Vice President and partner in a private corporation that performed mediations and trained lay people and attorneys to perform court ordered mediations.

Areas of Expertise

- Executive Recruitment
- Priority Based Budgeting
- Classification and Compensation Systems
- Employee Conflict Resolution Programs
- Organizational Development and Training
- Citizen Participation and Community Involvement

PROFESSIONAL ACCOMPLISHMENTS AND EDUCATION

Jim earned his bachelor's degree in psychology at Baylor University in Waco, Texas and did his graduate studies in Urban Affairs at the University of Texas at Arlington. He received mediator training from The United States Postal Service, the Harvard Program on Negotiation, and CDR Associates, and an internationally acclaimed organization whose clients include the U.S. State Department, NASA, U.S. Federal Reserve, World Bank, Amnesty International, CARE International, and the United Nations.

RELEVANT RECRUITMENTS

ORGANIZATION	POSITION
Broward County, Florida	Chief Information Officer
City of Arlington, TX	Chief Information Officer
City of East Orange, NJ	Chief Information Officer
City of Virginia Beach, VA	Information Officer
Johnson, County of (KS)	Public Information Manager/Officer

PROFESSIONAL REFERENCES

- ❖ **City of Granbury, Texas**
(817) 573-1114
Mr. Ron Berryman
Interim City Manager
berryman@granbury.org
Project: Selection of City Manager
- ❖ **City of Watauga, Texas**
(817) 514-5833
Ms. Marcia Reyna
HR director
MReyna@cowtx.org
Project: Selection of City Manager
- ❖ **Jefferson County, Alabama**
(205) 325-5503
Ms. Pascal Caputo
Chief of Staff
pascal.caputo@caputostrategies.com
Project: Selection of County Manager
- ❖ **Ellis County Coalition for Economic Development**
(785) 628-4233
Mr. Todd D. Powell
General Counsel/Executive Assistant
to the President
tpowell@fhsu.edu
Project: Selection of Executive Director

PROFESSIONAL FEE

The professional fee to conduct the recruitment is provided below. Expenses are not included in the professional fees and are billed separately as incurred. Project-related expenses are estimated to be and will not exceed \$6,500.00. Project-related expenses include such items as: job posting; consultant travel expenses; background checks/assessments; printing and production of necessary materials such as brochures, profiles and final reports; transportation; telephone fees; shipping and postage, and advertising. Advertising fees on various web sites and classified advertising fees in printed publications will be directly billed to the client by the advertising vendors. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of WCG and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments; 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the above mentioned proposal amount will be due to WCG Executive Recruitment.

All questions regarding the professional fees and project-related expenses should be directed to Chuck Anderson, CEO of Executive Recruitment Division at canderson@watersconsulting.com or via phone at 817.965.3911.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Lead Consultant) Task 2 – Identify Quality Candidates
Phase II	Task 3 – Screening of Applications and Submission of Recommended Finalists to Client. Task 4 – Reference Checks, Background Checks, and Academic Verifications
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Lead Consultant)
Conclusion	Acceptance of offer by candidate
TOTAL ALL-INCLUSIVE PROFESSIONAL FEE	
\$17,500.00	

OPTIONAL SERVICES FOR CONSIDERATION	FEES
Additional work related to the search process and as specifically requested by the client which is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1500 plus expenses.	\$1500.00 per day plus expenses

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation of a proclamation recognizing National Volunteer Week and the Human Resources Addison Advocate Volunteer Program.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Provide Quality Leisure Opportunities, Work to instill a "Sense of Community" in Addison's residents

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Discussion and consideration of the appointment of three members to the Addison Planning and Zoning Commission.

FINANCIAL IMPACT:

NA

BACKGROUND:

Commissioner Bruce Arfsten was recently appointed to the City Council. Commissioner Arfsten's appointment belongs to Councilmember Lay.

Commissioner Alan Wood's third term will expire on April 14, 2011. Commissioner Wood's appointment belongs to Mayor Chow.

Commissioner Kathryn Wheeler's first term will expire on April 14, 2011. Commissioner Wheeler's appointment belongs to Councilmember Arfsten.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

PUBLIC HEARING Case 1628-Z/Vitruvian Park, Block 206. Public hearing, discussion and consideration of an ordinance approving a development plan for a development of 401 multi-family units, in an existing Planned Development District (009-036), located on 4.40 acres in the 4010 block of Vitruvian Way, on application from UDR, represented by Mr. Evan Beattie of Good Fulton and Farrell.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2011, voted to recommend approval a development plan for a development of 401 multi-family units, in an existing Planned Development District (009-036), subject to the following waivers of design standards:

1. A setback of greater than nine (9) feet against Street (A) (Vitruvian Way).
2. A setback of greater than nine (9) feet against Street (C) (Bella Lane).

And subject to the following condition:

- Prior to the issuance of a building permit, the drawings shall be revised so as to provide a screening hedge to screen the three surface parking lots from the adjacent Park and Bella Lane.

Voting Aye: Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: Groce

One Seat Vacant

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

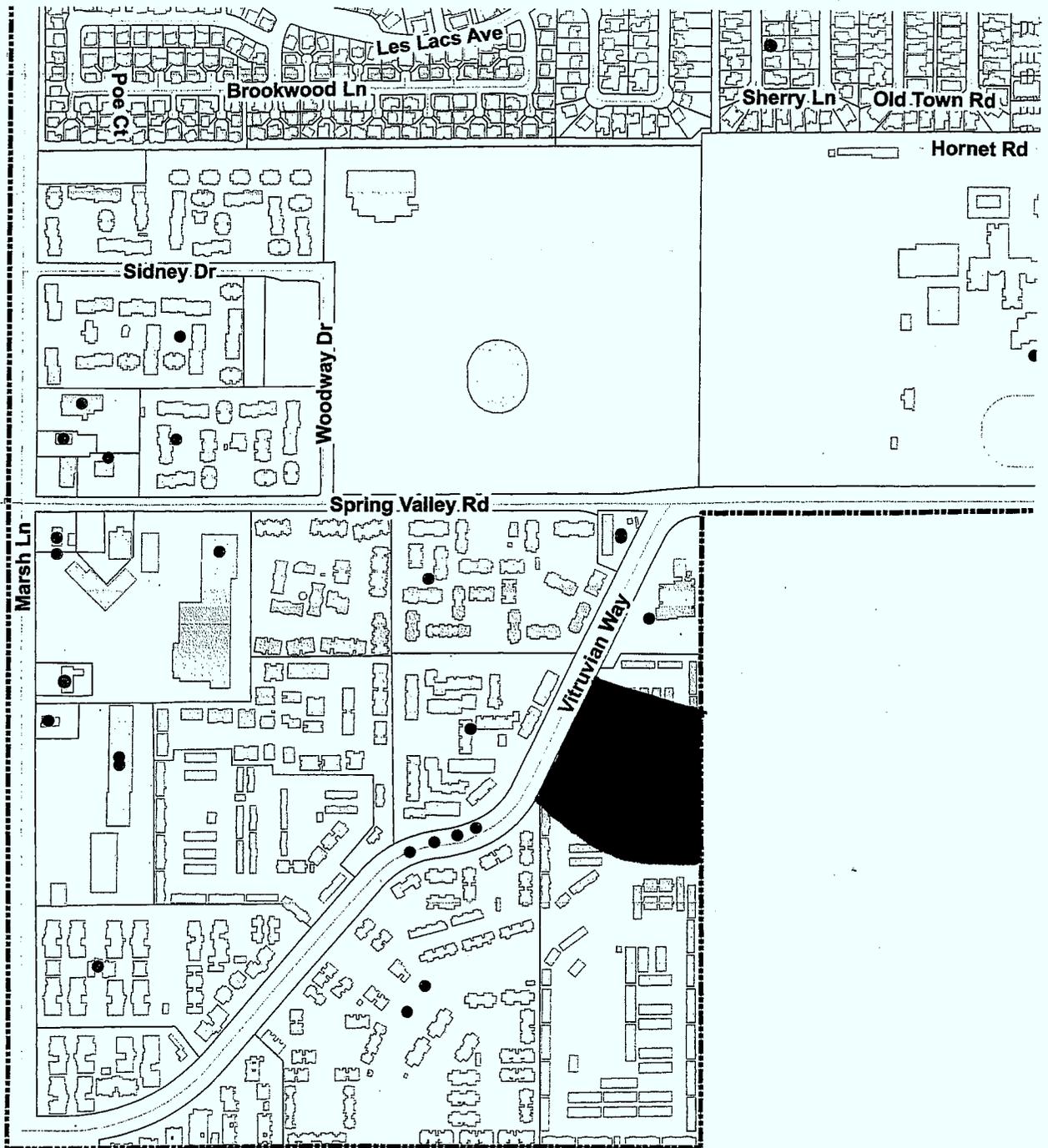
[docket map, staff report, and commission findings](#)

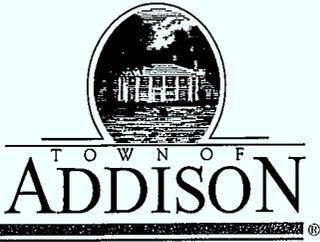
Type:

Backup Material

1628-SUP

PUBLIC HEARING Case 1628-Z/Vitruvian Park, Block 206. Public hearing, discussion and consideration of approval of a development plan for a development of 401 multi-family units, in an existing Planned Development District (009-036), located on 4.40 acres in the 4010 block of Vitruvian Way, on application from UDR, represented by Mr. Evan Beattie of Good Fulton and Farrell.





March 9, 2011

STAFF REPORT

RE: Case 1628-Z/Vitruvian Park, Block 206

LOCATION: 4.40 acres in the 4010 block of Vitruvian Way

REQUEST: Approval of an ordinance approving final development plans for a multi-family project containing 401 units in a Planned Development District (007-034)

APPLICANT: UDR, Inc., represented by Mr. Evan Beatty of Good Fulton and Farrell

DISCUSSION:

Background. This is the third project in Phase I of a multi-phase development. In 2007, this entire 99-acre neighborhood, which is bordered by Spring Valley Road on the north, The City of Farmers Branch on the east, Farmers Branch and Brookhaven College on the south, and Marsh Lane on the west, was rezoned from the A (Apartment) and PD-CC (Planned Development – Condominium Conversion) zoning district to a Planned Development District through Ordinance 007-034 (October 9, 2007).

The Planned Development district zoning approved development standards and a concept plan, and provided that prior to the issuance of a building permit for any project within the PD district, a development plan for the project must be approved by the Planning and Zoning and the City Council.

The first development plan for Phase 1-A (Savoye) was approved by the City Council on June 10, 2008 through Ordinance 008-022. It is currently 94% occupied. The second building (Savoye 2) is currently under construction, and UDR expects to have some units ready for leasing by September of 2011. This development is the third development plan to be filed in PD district 007-034.

Proposed Plan. The proposed project is for 401 multi-family units. The project is 100% residential and does not contain any retail or office space. The project contains 5 “wings” of 5-story residential units, with a 12-level tower that runs perpendicular across some of the wings. The units in this phase will have larger square footages than units in the previous two projects, with an average unit size of 990 square feet. This phase is designed to provide a different product than has previously been in the development. It will target couples and down-sizing empty-nesters who want a larger apartment with more amenities.

The project orients toward the creek-side park and provides views to the southwest across the length of the creek. The buildings will be constructed over two levels of structured parking. The parking will be wrapped with residential units so that the garage is only partially visible from the east and west sides of the building. The south façade will offer dramatic views of the creek-side park which is currently being built by the Town and expected to be completed in August of 2011.

STAFF REVIEW

When reviewing the development plans for Phase I-A and I-B, the staff worked through the review by comparing the project to the standards from Ordinance 007-034 – the master development ordinance for the neighborhood. The staff cited the ordinance section-by-section and then noted how the project matched up against the standards after each section. Our feedback from the Commission and Council was positive, so that review method will be duplicated for this third phase. The discussion of the project will be in **bold print**.

Uses.

- a. Authorized Uses; Prohibited Uses. Only those uses identified herein as permitted uses, special uses, or accessory uses are authorized uses (subject to the terms, conditions and provisions of this Ordinance) within the Property. All other uses are expressly prohibited.
- b. Permitted Uses. The following uses of land are authorized as permitted uses within the Property. Uses are further classified according to general categories of land uses. To the extent expressly authorized by these PD District regulations, a general use category (e.g., “retail”) may be identified on the Concept Plan or, except for residential uses, on a development plan. Upon approval of the Concept Plan or a development plan which includes a general use category, any use appearing or classified under such general use category in the use list set forth below, is authorized in accordance with the Concept Plan or development plan, as the case may be, any conditions attached thereto, and all other provisions of this Ordinance, the Zoning Ordinance, and any other ordinance, law, rule, regulation, code, and standard applicable thereto:
 1. *Residential.* Residential uses within the Property are limited to the following:

Townhouse
Condominium

Multifamily

2. *Retail.* Retail uses within the Property are limited to the following (all uses listed below are for retail use only (whether or not so specified), and are subject to the General Conditions set forth in subsection e. of this Section 5):

Antique shop
Aquarium
Art gallery
ATM facilities
Bakery, retail sales only
Bank
Barber and beauty shop
Bicycle sales and service
Book or stationery store
Business support services
Camera shop
Candy, cigars and tobaccos, retail sales only
Caterer and wedding service (office only)
Cleaning, dyeing and laundry pick-up station for receiving and delivery of articles to be cleaned, dyed and laundered, but no actual cleaning, dyeing, or laundering work is to be done on the premises
Coffee shop (no seating on premises)
Convenience store
Cosmetic and beauty supplies
Dance studios
Department store
Donut and pastry shop, no seating on premises
Drug store, retail sales only
Electrical goods and fixtures for consumer use
Electronics store
Film developing and printing
Financial services
Fix-it shops, bicycle repair, saw filing and lawn mower sharpening, retail sales only
Florist, retail sales only
Furniture sales, repairs and upholstery
Gallery, for the display and sale of artworks
Grocery store, retail sales only
Hardware, sporting goods, toys, paints, wallpaper, clothing, retail sales only
Health club, private and public
Household and office furniture, furnishings and appliances, retail sales or rental only
Jewelry, optical goods, photographic supplies, retail sales only
Laundromat, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry
Magazine store
Meat market, retail sales only
Medical and dental clinics
Movie DVD and VHS rental and sales
Optician and optical store
Pet and pet supplies
Photographer or artist studio
Pizza delivery shop, no seating on premises

Piano and musical instruments
 Plumbing shop, without warehouse facilities (to include storage for ordinary repairs, but not storage for materials for contracting work)
 Printing and copy shop, retail sales only
 Professional offices for architect, attorney, engineer and real estate
 Public garage, parking, no repairs
 Retail Store
 Seamstress, dressmaker, or tailor
 Shoe repair shop, retail sales only
 Sporting goods, toy & hobby store
 Studio for the display and sale of glass, china, art objects, cloth and draperies
 Studios, dance, music, drama, martial arts
 Tailors
 Telephone stores
 Title companies
 Travel services
 Wearing apparel, including clothing, shoes, hats, millinery and accessories

3. *Office.* (Defined under article XXX of the Zoning Ordinance)

4. *Home office.* For the purposes of this PD District, "home office" means and includes office uses that are performed in a residential dwelling unit or in an office attached to a residential dwelling unit, that do not involve any structural change to the building or premises in which the use is conducted. A home office use, which is located on the ground floor of a building may include the employment of not more than three employees, including the person who is the primary resident of the residential dwelling unit where the home office use is conducted. A home office use which is located on any floor of a building other than the ground floor may not include the employment of any employee other than a person who is a primary resident of the residential dwelling unit where the home office use is conducted.

5. *Civic.* (Defined under article XXX of the Zoning Ordinance)

6. *Mixed use (with residential).* (Defined under article XXX of the Zoning Ordinance)

7. *Mixed use (with nonresidential).* (Defined under article XXX of the Zoning Ordinance)

c. Special Uses. A use listed below in this subsection may be permitted within the Property provided the same is first authorized by the approval of a special use permit in accordance with and subject to Article XX, Special Uses, of the City's Zoning Ordinance (and as the same may be modified or superseded):

1. Hotel.
2. Cleaning, dyeing and laundry pick-up station, with cleaning, dyeing and/or laundry work done on the premises.
3. Library, for loan of books and other materials typically performed by a public library.
4. Public safety facilities.
5. Restaurant.
6. Retirement home.
7. Sale of alcohol for on-premises consumption.
8. Transit facilities.

d. Accessory Uses. The following are permitted as accessory uses within the Property:

1. Community, social, hobby, or laundry facilities, for use by occupants of a residential development within the Property which are customary to residential developments.

2. Recreation space and facilities.
3. Parking and parking structures.
4. Other uses customarily incidental and subordinate to permitted uses and any special uses.

The applicant is proposing 401 multi-family units. The proposed use meets the standards contained in the ordinance.

- e. General Conditions. Development, occupancy, and use of the Property shall comply with the following conditions, as applicable:
1. *Retail use.* A retail use may be operated or conducted only in accordance with the following:
 - (a) Except as provided in subsection (b) below (regarding kiosks), a retail use is permitted only in connection with and as a part of a "mixed use (with residential)," as the same is defined in Article XXX of the Zoning Ordinance.
 - (b) Notwithstanding subsection (a) above (regarding a mixed use (with residential)), a retail use may be provided or conducted from and within a portable kiosk. For purposes hereof, "kiosk" means a small, free-standing one-story building or structure having a maximum floor area of 500 square feet which is portable in nature, is not permanent, and can be easily and readily moved from location to location. If a portable kiosk is to be occupied, it shall have a minimum floor area of 25 square feet. A portable kiosk for the purpose of providing or conducting a retail use is permitted anywhere within the Property.
 - (c) Except as the same may be provided or conducted from a portable kiosk, free-standing retail is prohibited. For purposes hereof, "free-standing retail" means the use or occupancy of a free-standing building for a retail use.

There are no retail uses proposed for this phase.

6. Development Standards.

- a. For purposes of determining parking and open space compliance, the entire Property shall be considered as one lot. For example, retail parking in one phase of development, such as parking in a parking structure, may be applied to the required parking in another phase of retail development. Notwithstanding the consideration of the entire Property as one lot for parking and open space compliance purposes, parking for each development or phase of a development within the Property must be sufficient (and satisfy all of the standards set forth herein) for the development or phase thereof.
- b. Development, occupancy, and use of the Property shall comply with the development standards set forth in the following Table A:

TABLE A: DEVELOPMENT STANDARDS	
<p><u>Street Build-to Line</u></p> <p>All primary buildings, structures, walls, fences, and other improvements shall be constructed, located, placed, and erected along and contiguous to the</p>	<p><i>Street build-to lines within the Property are as follows (streets are as shown or identified on the Concept Plan):</i></p> <ul style="list-style-type: none"> • 9 feet along A streets (as shown on the

applicable build-to line; provided, however, that not more than 30 percent of any street frontage may vary from the build-to line, except in that portion of the Property identified on the Concept Plan as "Subarea 1" not more than 50 percent of any street frontage may vary from the build-to line. The build-to line shall be measured from the closest right-of-way line of the adjacent street.	attached Exhibit "C" to this Ordinance No. 007-034) <ul style="list-style-type: none"> • No less than 6 feet, no more than 9 feet along B streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) • No less than 6 feet, no more than 9 feet along all C streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) • 4 feet along all D streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) • No less than 6 feet, no more than 9 feet along all E streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) 	
<u>Side Yard Setback</u>	None, except as required by the City's Fire Code (and as the same may be amended or superseded from time to time)	
<u>Rear Yard Setback</u>	None, except as required by the City's Fire Code (and as the same may be amended or superseded from time to time)	
<u>Maximum height of building</u>	No maximum height; except the portion of any building or other structure which is located within 100 feet of the property line of a lot or other parcel of land which is zoned for single family or apartment use or which is otherwise used or occupied for a residential use shall not exceed 60 feet in height. All heights are subject to FAA approval.	
<u>Minimum lot area</u>	No minimum lot area	
<u>Minimum lot width</u>	No minimum lot width	
<u>Minimum lot depth</u>	No minimum lot depth	
<u>Minimum area per Residential dwelling unit</u>	Efficiency	450 sq. ft.
	One- Bedroom	600 sq. ft.
	Two-Bedroom	850 sq. ft.
	Three-Bedroom	1,000 sq. ft.
	Townhouse	1,600 sq. ft.
	Office uses	500,000 sq. ft.
<u>Maximum nonresidential square footage</u>	Retail, restaurant and personal service uses	500,000 sq. ft.
<u>Maximum lot coverage</u>	95%	

Setback for Street A (Vitruvian Way) meets standard for fenced patios adjacent to Vitruvian Way. The vertical face of the building sets back between seventeen (17) and twenty (20) feet. The staff has met with the applicant and feels that the patios against the street are a nice amenity. There were also patios adjacent to the street in the Phase I-A, and staff felt that they were a little close to the street. Staff is comfortable with a waiver of design standards to allow the patios to be

between ten (10) and twelve (12) feet from the build-to line, with the vertical face of the building at 17 to 20 feet.

Setback from Street C (Bella Lane) is further than nine (9) feet. The setback from Bella varies, but in general the building does not follow the straight line of the street. The building has been designed to maximize its exposure to the creek and park. Bella Lane is a street that runs down the eastern edge of the project, immediately adjacent to an electric transmission line. The staff feels that pulling the building back from Bella Lane and setting it at an angle will allow the units to have better views and not look directly out on the power transmission line. In addition, the proposed angled orientation for the building allows it to have a loading dock, space for transformers and switchgears, and a garage entrance on Bella Lane where it will not be visible from the rest of the district. Staff supports the waiver of design standards to allow the building to set more than nine (9) feet back from a C Street (Bella Lane).

Side and rear yard setbacks meet the standards.

All units proposed meet the standard for minimum area per residential dwelling unit.

These buildings are further than 100 feet from any property line of a lot or other parcel of land which is zoned for single family or apartment use or which is otherwise used or occupied for a residential use, so these buildings are not height restricted. Height is 142.25 feet, at the tallest point, which meets the standard.

c. Miscellaneous development standards:

1. Lot coverage:

- (a) The area of a porch or arcade fronting a public street is not included in the calculation of lot coverage.
- (b) The area of an above-grade parking structure is included in the calculations of lot coverage.

2. Height: Architectural features including, but not limited to, turrets, spires and towers may exceed maximum height of building provided that any such structure is no more than 15 feet higher than the maximum permitted height and has a floorplate which is ten percent, or less, of the ground floor area of the building of which it is a part.

3. Setbacks:

- (a) *Overhangs and fireplaces.* The minimum setback requirements shall apply in all cases, except that fireplaces, eaves, bays, balconies and fireproof stairways may extend up to a maximum of five feet into the required setbacks.
- (b) *Patios.* Patios may be constructed within the required setback zones.

Proposed project meets all other standards.

7. Open Space.

- a. Two acres for every 1,000 residents shall be dedicated for public open space use by the project applicant up to the point that dedication has been provided for 2,250 residents. After sufficient open space has been dedicated to meet the requirement for 2,250 residents, 1 1/2 acres of open space for each 1,000 residents shall be dedicated for public use by the project applicant. For purposes of this section, the number of residents expected to reside in the Property (or applicable portion thereof) shall be determined by estimating the number of dwelling units authorized for a proposed project, multiplied by a factor of 1.5 persons per dwelling unit.
- b. Land proposed to be dedicated as public open space shall be clearly shown on the Concept Plan and final development plan submittals.
- c. Land to be dedicated for public open space shall be approved initially by the planning and zoning commission and thereafter shall be submitted to the city council for consideration of acceptance of the proposed dedication. No dedication shall be deemed approved without express action of the city council in the form of a written "acceptance of dedication." Failure of the city council to execute an acceptance of dedication shall be deemed to be a refusal of the proposed dedication.
- d. In its approval of any development plan, the Town may impose such conditions as deemed necessary to assure that the intent and purpose of this section is satisfied.

Based on the standard of 1.5 persons per multi-family unit, this 401-unit project should bring 602 persons to the development. The two previous developments brought 739 persons to the development, which brings the total number of residents to 1,140. Under the 1.5 acres of open space for each 1,000 residents, the developers should have dedicated approximately 1 acre of dedicated public open space to the Town. The applicant has already dedicated 8.30 acres of open space to the Town through a final plat. Therefore, the project exceeds the standard for open space dedication.

8. Parking.

- a. *Generally.* Off-street parking must be provided for the appropriate building use classification according to the following ratios:
 1. *General retail.* (1/250 s.f.) One space per each 250 square feet of gross floor area.
 2. *Furniture store.* (1/1,000 s.f.) One space per each 1,000 square feet of gross floor area.
 3. *Medical or dental clinics.* (1/200 s.f.) One space per each 200 square feet of gross floor area.
 4. *Bank or savings and loans.* (1/300 s.f.) One space per each 300 square feet of gross floor area.
 5. *Office.* (1/300 s.f.) One space per each 300 square feet of gross floor area.
An office building or group of buildings, which shall total 50,000 square feet or more: (1/300 s.f.). One space per 300 square feet of gross leaseable area.
 6. *Health club or studio for dance, music, drama, health and reducing.* (1/100 s.f.) One space per each 100 square feet of gross floor area.
 7. *Residential.* One space/bedroom to a maximum of two spaces/unit.
 8. *Hotel.* One space/hotel room plus one parking space per every 300 square feet of gross floor area of conference/banquet facilities.
 9. *Civic.* To be determined by parking demand analysis study for proposed use and approved by the town's director of development services.

10. *Mixed use.* Number of spaces resulting from application of ratios provided above for respective uses in the development.
 - b. *Shared parking.* Uses may join in establishing shared parking areas if it can be demonstrated that the parking for two or more specific uses occurs at alternating time periods. Required parking shall be determined based on parking demand for the peak parking period as determined by a parking analysis study approved by the town's director of development services.
 - c. *Below-grade parking.* Off-street below-grade parking is permitted to the lot lines, but must be designed to allow planting of landscape.
 - d. *Parking garages.* Parking garage ramps shall not be expressed on the facades of parking structures fronting, or visible from public streets. Steel parking garages and steel guard cables on the garage facades are prohibited. The maximum length of an exposed parking structure along a street is 200 feet.
 - e. *Bicycle parking.* Bicycle parking shall be provided for all multi-family and commercial uses.

The proposed project will require parking as follows:

Number of Residential units:	401
Parking required at ratio of 1/bedroom	538
Parking Provided:	566
Total parking required for project:	538
Total parking provided:	566

The parking provided for the project exceeds the parking requirement by 28 spaces.

9. Streets. All streets and blocks in the Property shall conform to the provisions of this section.
 - a. *Street standards.* Standards for streets within the Property shall be as set forth in Exhibit "D," which is attached to this Ordinance, No. 007-034 and made a part hereof by reference. The Town's Master Thoroughfare Plan is amended to conform to Exhibit "D" for streets within this planned development district.
 - b. *Street type and pattern.* The location of streets on the master thoroughfare plan is approximate. Precise location of streets shall be determined in conjunction with the approved Concept Plan and the approval of development plans.
 - c. *Block length.* The length of a block shall not be less than 200 feet, nor more than 750 feet.

The project meets all standards for streets and block length.

10. Exterior Appearance.
 - a. *Materials:*
 1. At least 80 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) shall be masonry construction.

For purposes of this planned development district, "masonry construction" includes, but is not limited to brick, stone, cultured stone, glazing and plate glass, and split face concrete masonry units. An applicant, however may submit a design for construction of parking structures that employs alternative construction materials for exterior cladding with an application for a development plan. The alternative may be approved by the city upon determination that such construction will result in an appearance that is compatible with surrounding buildings and the overall character of the district.

2. At least 60 percent of exterior cladding of all walls not fronting on, or not visible from, public ways (including above grade parking structures) may be constructed of noncombustible materials including exterior stucco and fibrous cementitious material (e.g. hardi-material) construction.
3. The exterior cladding (excluding glass) of all buildings, (including above grade parking structures) shall be composed of not more than three materials (excluding roofs).
4. The following materials are prohibited as primary cladding materials:

Aluminum siding or cladding
Wood roof shingles
Unfinished concrete block (architecturally finished concrete block is permitted as a cladding material).
5. The following materials are prohibited as primary roofing materials:

Wood roof shingle
Composite shingles with less than a 50-year life
6. Balcony and patio railings and fences shall be constructed of wrought iron or metal. Wood fences and railings and chain-link fencing are prohibited.

The buildings proposed are stucco, glass, brick, and a composite natural wood siding product called "Prodema." The Prodema paneled sections comprise less than 20% of the exterior elevations. The buildings meet the standards for materials.

b. *Windows:*

1. Where a retail use occupies the first floor, at least 70 percent of the first floor exterior wall facing a thoroughfare, street, boulevard or parking plaza shall be transparent glazing.
2. The exterior wall surface of all buildings above the first floor shall not be more than 50 percent glass.
3. Glass is to be clear or tinted, not reflective.

The buildings proposed meet all standards for windows.

- c. *Walls.* Walls attached to buildings shall be developed as architectural extensions of the building, constructed of the same material and in the same style.

The buildings proposed meet all standards for walls.

- d. *Color.* The dominant color of all buildings (including above-grade parking structures) shall be muted shades of color. Black and stark white shall not be used except as accent color. There are no restrictions on accent colors which comprise less than 1.0% of the building face, except that fluorescent colors are prohibited.

The buildings proposed meet all standards for color.

11. **Landscape.** Landscaping within the Property shall comply with the provisions in this section and with the standards contained in Article XXI, landscaping regulations of the Zoning Ordinance. Where conflicts exist between this section and the landscaping regulations, requirements in this section shall control.

- a. **Streetscape Zone.** In the district, all streetscape elements, including street trees, lighting and other furnishings must be provided in the right-of-way, exclusive of driveways and access ways at points of ingress and egress to and from each lot.
 - 1. Street Trees – Street trees shall be provided in accordance with the following:
 - (a) Each street (except treeless mews streets) shall have street trees planted at uniform spacing, commencing no closer than 40 feet from the face of curb of intersecting streets.
 - (b) Typically, street trees shall be planted as shown on Exhibit “D”.
 - (c) Street trees shall be large shade species having a minimum of four (4) caliper inches, selected in accordance with the Town’s landscape regulations.
 - 2. Street Lighting – Street lighting shall be provided in accordance with the following :
 - (a) Each street shall have street lamps uniformly spaced between trees as shown on Exhibit “D(b)On A and B streets (as shown on the attached Exhibit “D”), locate street lamps at intervals no greater than 200 feet.
 - (c) Street lamps shall be selected in accordance with Exhibit “E”, attached to this Ordinance No. 007-034 showing acceptable selections.
 - 3. Street Furnishings – Street furnishings shall be provided in accordance with the following:
 - (a) Street furnishings shall include, but not be limited to, benches, trash receptacles, and bicycle racks.
 - (b) Street furnishings shall be located at the discretion of the developer, subject to the approval of the town’s Director of Parks and Recreation.
 - (c) Street furnishings shall be selected in accordance with Exhibit “E”, attached to this Ordinance No. 007-034, showing acceptable selections.
 - 4. Landscaping for Non-residential ground floor frontages. Non-Residential ground floor frontages may pave the area between the building face and sidewalk.
 - 5. Landscaping for Residential ground floor frontages. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building façade, excluding access to sidewalks, stairs, stoops, porches and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

The landscaping along both streets will be designed and installed by the Town. Slade Strickland notes that the landscaping plan needs to be provided.

- b. Private Open Space. Private open space, which is owned and maintained by the developer, shall be landscaped and irrigated. The landscaping plan for the private open space shall be approved by the Town as a part of the development plan approval for each development.

The only private open space shown on the project appears to be the courtyards between the wings of the building that extend out toward the creek and to the east. A planting and landscaping plan for the courtyard spaces needs to be provided prior to the issuance of a building permit.

- c. Parking Lot Screening. Screening must be provided for all surface parking lots within the Property from all adjacent streets. The screening must extend along the entire street frontage of each surface parking lot, exclusive of (i) driveways and access ways at points of ingress and egress to and from the site, and (ii) visibility triangles. Screening shall be provided in accordance with the standards contained in Article XXI, Landscaping Regulations.

There are three surface parking lots. One lot is on the northwest corner of the building and will not be visible from the street, but will be visible from the Park. There is another lot on the east side of the project that runs adjacent to Bella Lane, and a third lot that is adjacent to the Park. The staff will expect a "headlight screen" to be provided by the applicant to screen cars in these parking lots from the Park and from Bella Lane. The staff expects the screen to block headlights from cars and partially screen cars, yet still provide visibility into and out of the lots.

12. Sustainability.

All land contained within this Planned Development District shall be developed, and all buildings within this Planned Development District shall be constructed with the goal of providing a sustainable neighborhood. All developments shall conform to the requirements of the Brookhaven Neighborhood Sustainability Program, which is attached as Exhibit "F", attached to this Ordinance No. 007-034, and incorporated herein for all purposes.

The applicant agreed, through the Brookhaven Sustainability Program, to provide trash rooms, with capacity for trash and recycling bins, in all buildings. Those have been provided. Applicant also committed to use daylight wherever possible, and appears to have met that guideline. In addition, applicant is specifying R-19 insulation in walls in line with IECC 2006 standard, has designed building truss space to be filled with noncombustible insulations, has used R-410a in all HVAC equipment, and has oriented buildings, where possible, to orient longer faces of buildings to face Northwest, northeast, and southwest.

13. Screening:

- a. Mechanical equipment shall be screened from view from all public roadways and located to minimize noise intrusion off each lot. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.

- b. Loading, service, and trash storage areas shall be screened from all public roadways. Refuse containers must be placed on a designed, reinforced concrete pad, including drive approach. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.
- c. All roof-mounted mechanical elements must be screened from view from the public right-of-way and neighboring properties. Screening must be architecturally compatible with the building design.

Staff cannot determine whether screening is adequate at this time because equipment has not been designed and located. However, staff will check building permit plans to see that all mechanical equipment is screened.

14. Flexible Standards. It is intended that all of the standards set forth in Sections 5-13 herein shall be flexible in order to encourage development within the Property. The planning and zoning commission and the city council may approve waivers to any standards set forth herein as part of the development plan provided any such waiver does not authorize a use not authorized in this planned development district, and does increase the allowable intensity or density of any land use.

Applicant is requesting two waivers to the design standards:

- 1. A setback of greater than nine (9) feet against Street (A) (Vitruvian Way).**
- 2. A setback of greater than nine (9) feet against Street (C) (Bella Lane).**

RECOMMENDATION:

This is the third phase of a multi-phase project. The applicant and the staff worked for many months crafting the standards in the master Planned Development for this new neighborhood. Therefore, the staff would expect that the project meets the standards which were agreed to up-front by the applicant.

This proposed third phase is a complicated building on a difficult site. The applicant has oriented the building to provide exposure to the creek and park, and minimize the "bad edge" of the project, which is adjacent to the electric transmission line. The effort to maximize the views on the site is the driving reason for the requests for the waivers to the design standards, and the staff is comfortable recommending approval of both waivers.

Staff recommends approval of the following waivers to design standards:

1. A setback of greater than nine (9) feet against Street (A) (Vitruvian Way).
2. A setback of greater than nine (9) feet against Street (C) (Bella Lane).

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

-Prior to the issuance of a building permit, the drawings shall be revised so as to provide a screening hedge to screen the three surface parking lots from the adjacent Park and Bella Lane.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran', with a large, stylized initial 'C'.

Carmen Moran
Director of Development Services

Case 1628-Z/Vitruvian Park, Block 206
March 25, 2011

COMMISSION FINDINGS:

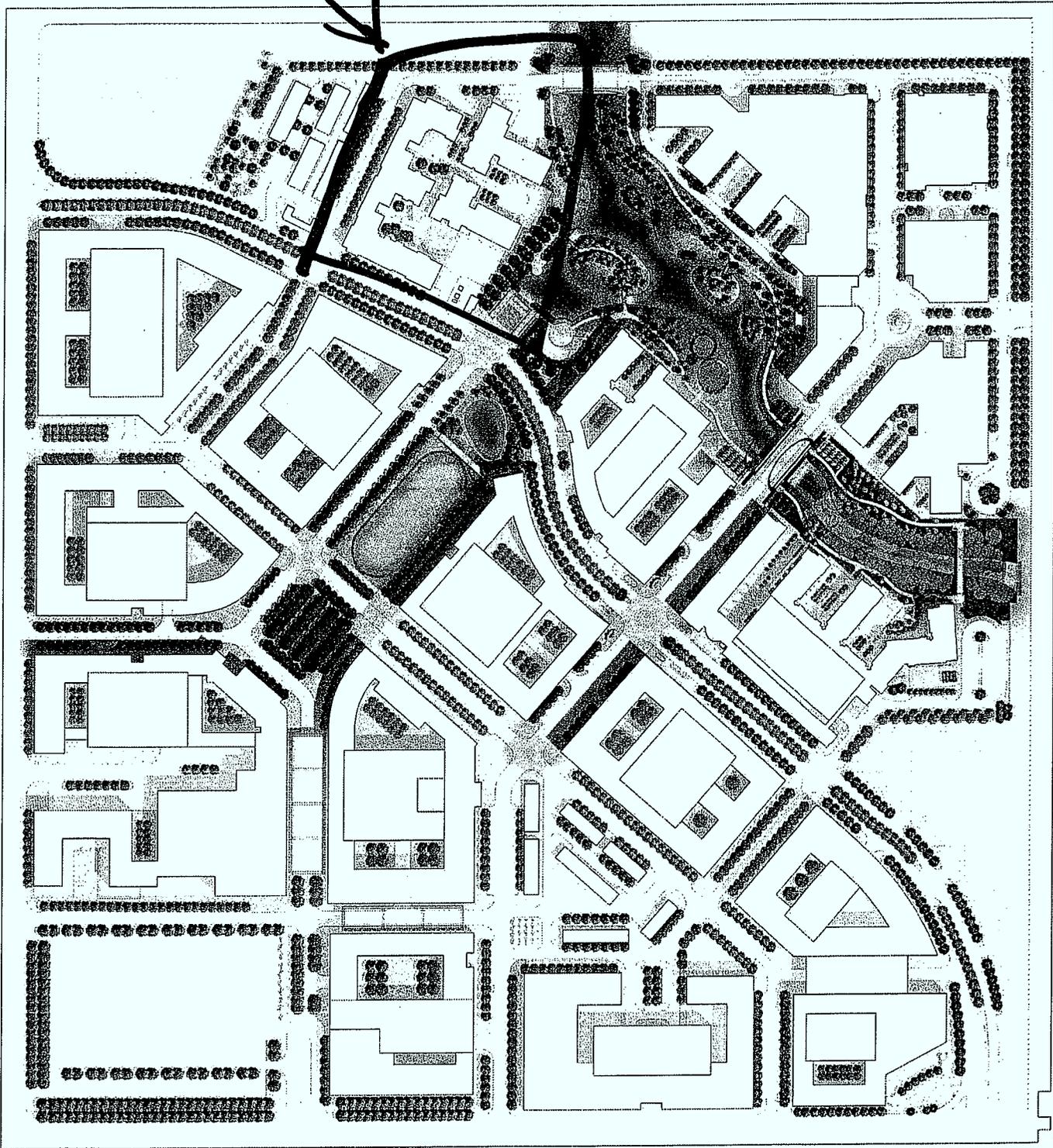
The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2011, voted to recommend approval a development plan for a development of 401 multi-family units, in an existing Planned Development District (009-036), subject to the following waivers of design standards:

1. A setback of greater than nine (9) feet against Street (A) (Vitruvian Way).
2. A setback of greater than nine (9) feet against Street (C) (Bella Lane).

And subject to the following condition:

-Prior to the issuance of a building permit, the drawings shall be revised so as to provide a screening hedge to screen the three surface parking lots from the adjacent Park and Bella Lane.

Voting Aye: Doherty, Hewitt, Oliver, Wheeler, Wood
Voting Nay: none
Absent: Groce
One Seat Vacant



VITRUVIAN PARK
ADDISON, TEXAS
FEBRUARY 10, 2011



Council Agenda Item: #R6

AGENDA CAPTION:

PUBLIC HEARING Case 1627-SUP/Jason's Deli. Public hearing, discussion and consideration of approval of an ordinance approving a Special Use Permit for a restaurant, located at 5000 Belt Line Road, on application from Jason's Deli, represented by Ms. Dana Giddins of Chipman Design Architecture, Inc.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2011, voted to recommend approval of a Special Use Permit for a restaurant subject to no conditions.

Voting Aye: Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: Groce

One Seat Vacant

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[docket map, staff report, and commission findings](#)

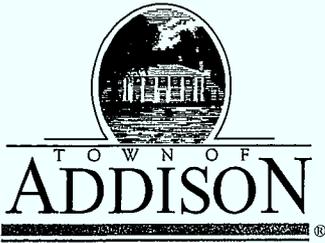
Type:

Backup Material

1627-SUP

PUBLIC HEARING Case 1627-SUP/Jason's Deli. Public hearing, discussion and consideration of approval of an ordinance approving a Special Use Permit for a restaurant, located at 5000 Belt Line Road, on application from Jason's Deli, represented by Ms. Dana Giddins of Chipman Design Architecture, Inc.





March 9, 2011

STAFF REPORT

RE: Case 1627-SUP/Jason's Deli

LOCATION: 5000 Belt Line Road

REQUEST: Approval of a Special Use Permit for a restaurant.

APPLICANT: Jason's Deli, represented by Ms. Diana Giddins of Chipman Design Architecture, Inc.

DISCUSSION:

Background. The owners of the Addison Walk shopping center at 5000 Belt Line Road are in the process of making revisions to the center. They have demolished a portion of the building that was occupied by Baker Bros. Furniture in order to reduce the size of the shell building and add parking. They will take the front of the building back to the same line as the existing façade occupied by Kenny's Wood-Fired Grill. The owners will gain 40 additional parking spaces by chopping off the front of the furniture store and replacing that area with parking spaces. They will then subdivide the furniture store lease space into two new lease spaces, and they plan to get restaurants in both of those lease spaces. La Zaranda was the first restaurant they are developing, and the Special Use Permit for it was reviewed by the Planning and Zoning in December of 2011 and approved by the City Council in January of 2011 through Ordinance 011-006.

Proposed Plan. Jason's Deli is proposing to move from an existing lease space it has occupied at 4021 Belt Line since 1985. The new space will contain 4,818 square feet. Jason's Deli is not proposing to sell beer or wine. The floor plan will be much the same as the plan in the existing Jason's Deli. It will be fast/casual with a counter for ordering, self service drinks, and a salad bar.

Façade. The new facades will match the existing facades with dark brick, stone accents, and glass store-front. The applicant is not planning to make any changes to the facades that will be installed by the shopping center owners.

Landscaping. The landscaping in the center was recently renovated and is generally well maintained.

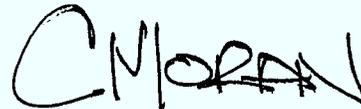
Parking. This center is in a Planned Development district which provides parking for restaurants at one space per 160 square feet. This restaurant contains 4,818 square feet and will require 30 parking spaces. There is sufficient parking available on the property for this restaurant.

Signs. The applicant did not show any signs on the façade. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process.

RECOMMENDATION:

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

Respectfully submitted,

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

Carmen Moran
Director of Development Services

Case 1627-SUP/Jason's Deli
March 25, 2011

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 24, 2011, voted to recommend approval of a Special Use Permit for a restaurant subject to no conditions.

Voting Aye: Doherty, Hewitt, Oliver, Wheeler, Wood

Voting Nay: none

Absent: Groce

One Seat Vacant

Council Agenda Item: #R7

AGENDA CAPTION:

Discussion and consideration of approval of a resolution regarding the creation of an Addison Bond Committee and appointment of citizens to serve as members of the committee.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R8

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an ordinance amending Chapter 62, Signs, of the Code of Ordinances, of the Town by providing for a Meritorious Exception to Division 4, Detached Signs, Sec. 62-185 in order to provide for 63 additional square feet of sign to an existing pole sign located at 3790 Belt Line Road, on application by Susan Steelhammer of Cencor Realty Services, Inc.

FINANCIAL IMPACT:

NA

BACKGROUND:

The ordinance requires a multi-tenant pole sign to have an exact sign face area of 72 square feet, signs supports of 8" X 8" structural steel tubing and a height of 20".

ORD NO. 002-048 passed 11-26-02 granted a meritorious exception for the existing pole sign to have a height of 27'9" and an area of 164.4 square feet.

The applicant is requesting a meritorious exception to allow their existing pole sign next to Capital One to be increased to an area of approximately 227.4 square feet.

ORD NO. 010-020 passed on 7-13-10 granted a meritorious exception to allow the applicants existing pole sign located at the Addison Town Center entrance next to Humpertink's to be increased to an area of approximately 227.4 square feet.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Meritorious Exception Request for Pole Sign](#)

Type:

Exhibit

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: March 23, 2011 Filing Fee: \$200.00

Applicant: Portfolio Addison Town Center

Address: 3740-3850 Beltline Rd. Suite#: _____

Addison Tx 75001 Phone#: 214-720-3642
City State Zip

Fax#: 214-953-0860

Status of Applicant: Owner X Tenant _____ Agent _____

Location where exception is requested:

Pylon sign sits in grass of Capital One Bank
3790 Beltline Rd.

Reasons for Meritorious Exception:

A long time ago the parcel Capital One Bank sits on belonged to the shopping center. The parcel was sold to Herrera's Restaurant + then sold to the current tenant, Capital One Bank. The pylon for the shopping center has always remained in its existing location. We want to improve + upgrade the pylon sign.

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 _____ Check # _____ Receipt # _____



Capital One, N.A.
333 Travis Street, 3rd Fl
Shreveport, LA 71101

318.674.3818 Direct
318.674.3880 Fax

February 16, 2011

Mr. Lynn Chandler - Building Official
TOWN OF ADDISON
16801 Westgrove Drive
PO Box 9010
Addison, TX 75001-9010

RE: Pylon Sign - Addison Town Center

Dear Mr. Chandler:

This letter serves as notice the Capital One Bank approves the upgrades and improvements to the existing pylon sign per the Global Sign drawing and Cencor Realty Services, Inc.

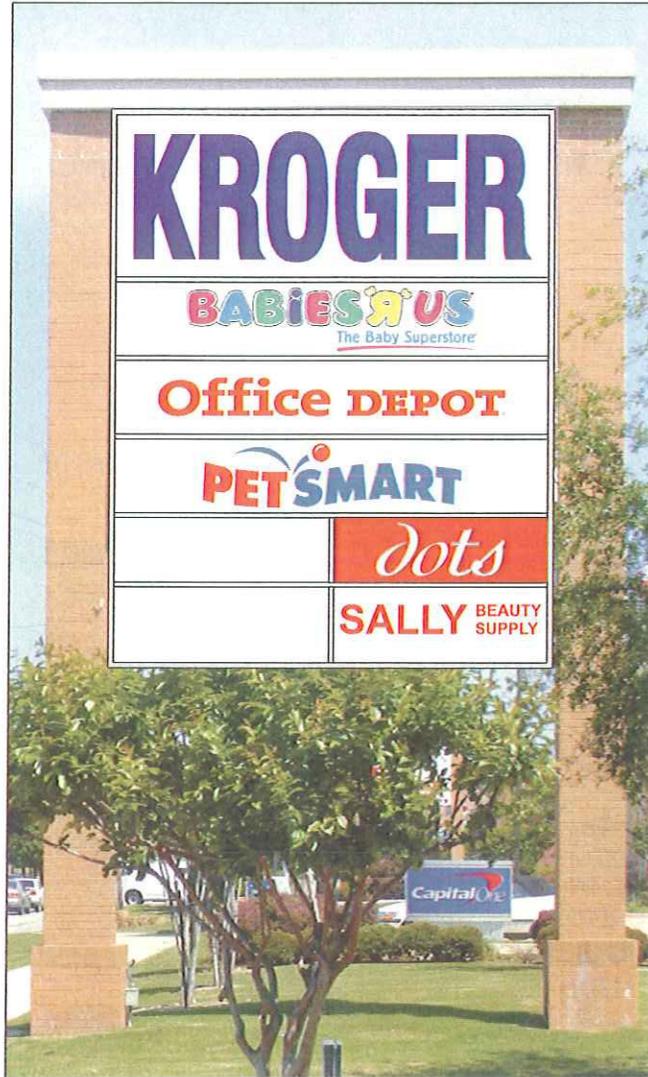
Sincerely,

A handwritten signature in black ink, appearing to read "Forrest Fegert", written over a horizontal line.

Forrest Fegert

cc: Susan Steelhammer, CSM
Senior Property Manager
Cencor Realty Services, Inc.
3102 Maple Avenue., Suite 500
Dallas, TX 75201

WEST FACING



Add on (1) D/F aluminum cabinet sign to create 4 additional tenant panels.

ADD-ON TENANT PANELS

Scale: 3/16" = 1'-0"

GLOBAL SIGNS
INCORPORATED

5105 E. CALIFORNIA PKWY, FT. WORTH, TX. 76119 (817) 834-1123 FAX: (817) 595-3585

LET US HELP BUILD YOUR IMAGE

Design #: 6663B-10 Date: 5-12-10

Design By: DAVE KELLEMS

File Name: ADDISON TOWN CENTER

Sales Rep. RICK ROBERTSON

Phone:

Rev.

Company: ADDISON TOWN CENTER

Address: 3740-3850 BELTLINE RD.

City: ADDISON

State: TEXAS

Zip: 75001

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2/23/11
Before



3
4
5

After

Kwik-Fit
STORAGE

BABIE BUS
the baby superstore

Office DEPOT

PETSMART

Southwest Optical

SALLY BEAUTY SUPPLY



Addison Town Center

3740-3850 Beltline Rd
 Southeast corner of Belt Line Rd & Marsh Ln
 Addison, Texas 75001

-  LEASED
-  AVAILABLE
-  OWNED BY OTHERS



SUITE	TENANT	SF	SUITE	TENANT	SF
100	Babies R' Us	35,000	110	Sally Beauty Supply	1,444
101	AVAILABLE	9,528	111A	Southwest Optical	1,275
102	AVAILABLE	4,500	111B	AVAILABLE	1,470
103	New New Chinese Buffet	10,000	112	Kroger	50,540
104	RAMS Jewelry	1,440	113	L.A. Nails	2,000
105	Elegant Salon	3,067	114	Dots	4,775
106	GNC	1,760	115	Dollar Tree	6,225
107	AVAILABLE	1,798	117	Schlitzky's Deli	4,050
108	Office Depot	21,067	118	AVAILABLE	4,093
109	PETSMART	19,551	118A	Einstein Bros. Bagels	2,400



Council Agenda Item: #R9

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an ordinance amending Chapter 62, Signs, of the Code of Ordinances, of the Town by providing for a Meritorious Exception to Division 4, Detached Signs, Sec. 62-183 in order to provide for an additional detached conforming monument sign located at 3711-3771 Belt Line Road, on application from GDA Management Services, LLC.

FINANCIAL IMPACT:

NA

BACKGROUND:

This property is contiguous with the Taco Cabana property located at 15120 Marsh Lane. When these properties were originally developed they were developed under one owner and were allowed to share signage. Thus the signage was not considered off premises. Under this ruling the two properties had to have a total of a minimum of 750 feet of frontage along the public way. They had approximately 824 feet of frontage along the public way which allowed for two detached signs per Sec. 62-183 of the sign ordinance.

To qualify for a third detached sign the frontage along the public way would have to a minimum of 1050 feet. These properties do not meet that requirement.

Staff has reviewed the request and does not think one additional detached sign on this property will be a blight. In addition it will offer an opportunity for additional tenant signage by the right of way.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[3711-3771 Belt Line Rd Monument Sign Request](#)

Type:

Cover Memo

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: 3-23-11

Filing Fee: \$200.00

Applicant: GDA Management Services, LLC

Address: 8301 East Prentice Avenue Suite#: 210

Greenwood Village, CO 80111 Phone#: 866-533-2313
City State Zip

Fax#: 303-221-5501

Status of Applicant: Owner _____ Tenant _____ Agent X

Location where exception is requested:

3711-3771 Beltline Road Addison, Texas

Reasons for Meritorious Exception:

Please see attached

YOU MUST SUBMIT THE FOLLOWING:

1 Copy

~~1 Copy~~ 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 _____ Check # _____ Receipt # _____

March 23, 2011

The Town of Addison
Building Inspection Department
Attn: Lynn Chandler
16801 Westgrove Drive
Addison, Texas 75001

RE: Application for Meritorious Exception
Addison Plaza Shopping Center
Addison, Texas

Dear Mr. Chandler:

GDA Management Services, LLC manages Addison Plaza Shopping Center for the Owner AP Plaza 07, A, LLC. Enclosed you will find the required paperwork for the application of the Meritorious Exception to the Town of Addison sign ordinance.

The Owner of the development is hopeful to obtain a variance to the existing sign code so that we may install a monument sign for the benefit of our Tenants at the property. Current economic conditions have placed many Tenants in precarious business positions that are further exacerbated due to a lack of identification from Beltline Road motorists. Our competitors across from the property on Beltline Road enjoy this type of signage on a much larger scale and we respectfully request the same consideration. Our proposed signage will be much smaller in comparison and provide exposure to our Tenants.

The sign will be constructed of high quality materials in a fashion as to be aesthetically pleasing to the City of Addison and its residents. If after reviewing our application we can obtain the variance we will construct the sign this spring.

Please consider our request for variance. If I can answer any question in respects to this application Mr. Chandler feel free to contact me directly at 866-533-2313.

Very truly yours,

GDA Management Services, LLC



Richard M. Gundersen
Director of Property Management

March 23, 2011

Addison Plaza Shopping Center
3711-3771 Beltline Road
Addison, Texas 75001

APPLICATION FOR MERITORIOUS EXCEPTION TO THE TOWN OF ADDISON SIGN ORDINANCE

GDA Management Services, LLC manages Addison Plaza Shopping Center for the Owner AP Plaza 07, A, LLC. The Owner of this development has been actively attempting to gain approval for the construction of a monument sign on its owned property. With the state of the economy today, our tenants are struggling to maintain exposure to potential customers at this center. The buildings are set back from Beltline Road and mature trees obstruct a strong line of sight to our tenant's business names.

Due to a relationship that was created during the original construction of the property, AP Plaza 07, A, LLC has discovered that it is restricted from installing a monument sign for the benefit of its tenants. The original developer created an exception and was allowed to install a free standing sign identifying its tenant on opposing roadways. The excepted sign in question also brandishes the name of a tenant from our property in a similar fashion. As we understand it through discussions with the City this arrangement is now and or was against code at that time. Furthermore, this arrangement has prevented installation of any future signage for our property. Specifically, the addition of a monument sign for the benefit of our tenants. With the exception of Dickey's Barbeque, none of our Tenants have signage on Beltline Road.

We have attempted to partner with the current owners of the property Beltline/Marsh, LTD identified with the Taco Cabana Restaurant, but they have declined our request to modify the sign. They are claiming that the sign is a benefit to their business so therefore they will not participate in its revision or relocation. This challenge has led us to produce this application for the property signage variance.

AP Plaza 07, A, LLC hereby requests a Meritorious Exception to the sign ordinance that would allow us a modification so that we can construct and install a monument sign on Beltline Road for the benefit of our Tenants. This monument sign will be constructed of first-class materials and will have room for all of our tenants on the sign. Attached are renderings of our proposed monument signage.

We ask that you grant our request to install the sign so that we can better market our property and avoid the challenges of Tenants who are struggling to stay in business. Closed businesses result in dramatic losses not only to the Owner of the property but also the Town of Addison's tax revenues.

Very truly yours,

GDA Management Services, LLC



Richard M. Gundersen

Director of Real Estate Management

History: Original

3/23/2011

Approved By:



These plans are the exclusive property of Suntec Industries and are the result of the original work for the sole purpose of consideration of whether to purchase these plans or to purchase a product manufactured according to these plans. Distribution or exhibition of these plans to anyone other than an employee of your company or use of these plans to construct a product similar to the one embodied herein is expressly forbidden. In the event that this should occur, Suntec Industries expect to be paid a design fee and reimbursed for the time and effort entailed in creating these designs or plans for your company

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SIGNS & AWNINGS

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DALLAS, TEXAS 75247
214-630-1116
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email: Sales@suntecindustries.com
www.suntecindustries.com

Addison Plaza

Scale:
3/8"=1'

Addison Plaza
opt2.cdr

History: Original
3/11/2011

Approved By:

White Lexan
w/ Overlay
Matte Black Vinyl
Letters Light-
Or Logos -Only



18" Deep Illuminated
Sign Cabinet Double Faced
1 1/2" Aluminum Divider Bars
Painted PMS 404

These plans are the exclusive property of Suntec Industries and are the result of the original work for the sole purpose of consideration of whether to purchase these plans or to purchase a product manufactured according to these plans. Distribution or exhibition of these plans to anyone other than an employee of your company or use of these plans to construct a product similar to the one embodied herein is expressly forbidden. In the event that this should occur, Suntec Industries expect to be paid a design fee and reimbursed for the time and effort entailed in creating these designs or plans for your company

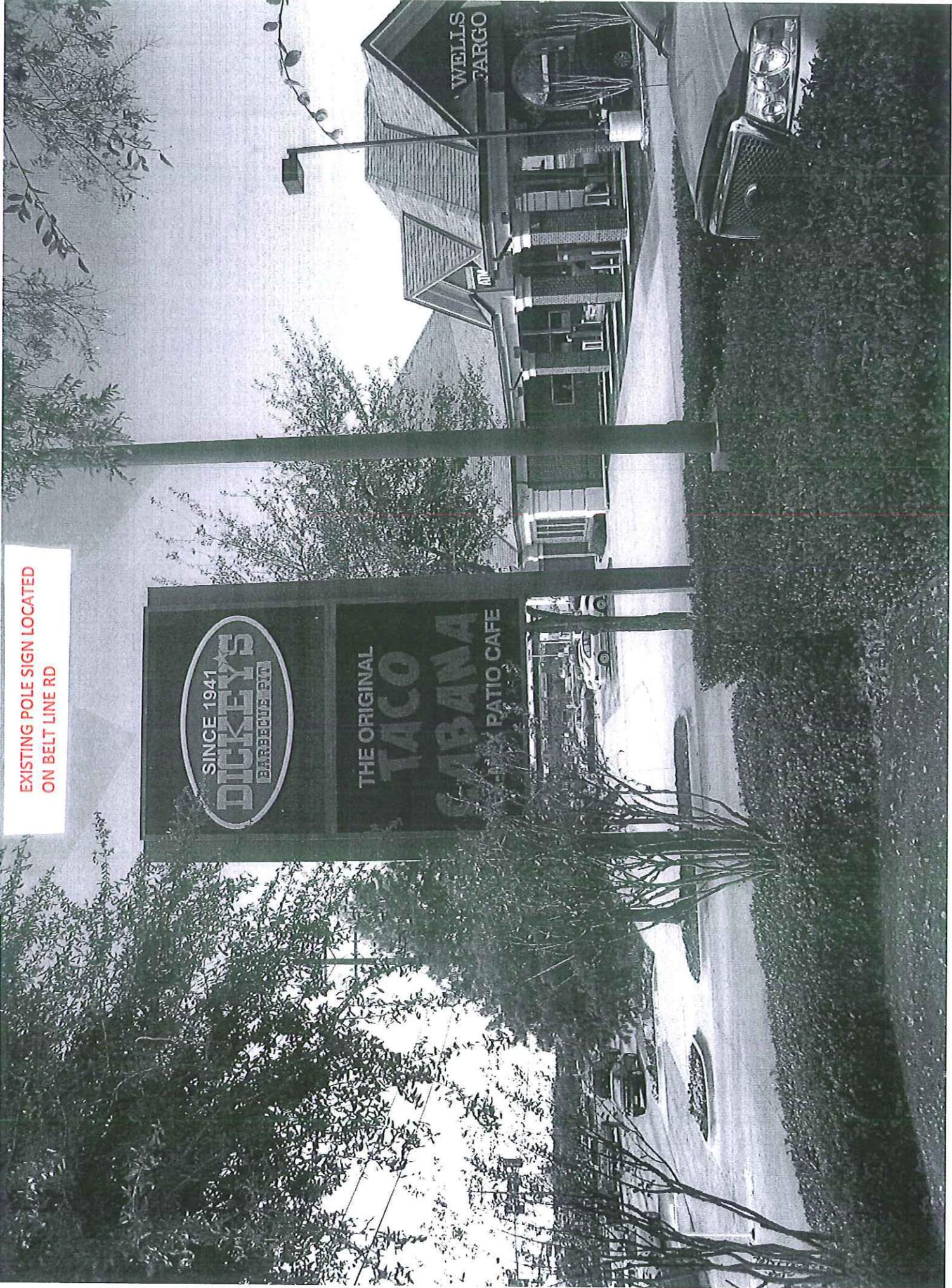
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3220 QUEBEC STREET
DALLAS, TEXAS 75247
214-630-1116

Addison Plaza

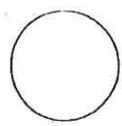
Scale: 3/8"=1'
Addison Plaza
opt2.cdr

EXISTING POLE SIGN LOCATED
ON BELT LINE RD



EXISTING POLE SIGN LOCATED
ON MARSH LN



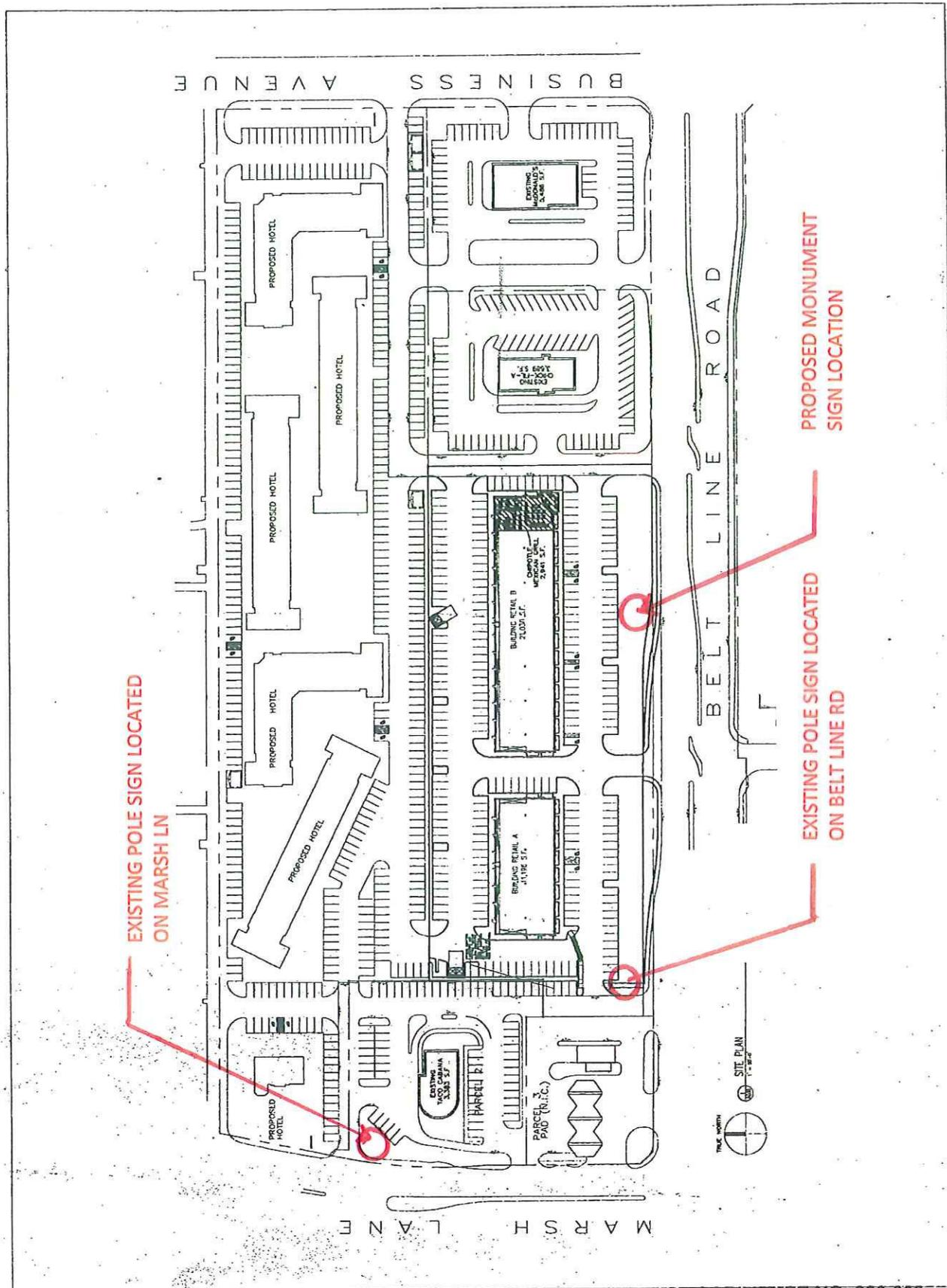


Carpotte
 ARCHITECTURE & INTERIOR DESIGN
 1.648 NORTH UNIVERSITY
 FORT WORTH, TEXAS 76107
 PHONE: 817.339.3333
 WWW.CARPOTTE.COM

Market: #8
 Store: #3008
 Address: Plaza Shopping Center
 3771 Beltline Road
 Addison, Texas 75001

000235.00
 S.U.P. Site Plan

A
 030
 24 July 2000



Council Agenda Item: #R10

AGENDA CAPTION:

Presentation, discussion and consideration of approval authorizing the City Manager to execute a construction contract with Groves Electrical Service in the amount of \$1,525,113.42 for the Belt Line lighting and landscaping improvements with a contract duration of 210 days.

FINANCIAL IMPACT:

\$1,735,905 is available in the 2002 and 2004 Capital Projects for BeltLine streetscape improvements.

BACKGROUND:

The 2000 Bond Program allocated \$11 million for Belt Line Streetscape improvements. This project is the first phase of a multiphase initiative to enhance the appearance of Belt Line Road so that it continues to be a vibrant, successful street. The proposed project will provide for the demolition of the old light fixtures, the installation of new light fixtures and lamps and new landscaping from Marsh Lane to the Dallas North Tollway. Groves Electrical Service's base bid for these items is \$1,483,641.42. In addition to the base bid, staff is also recommending that the bid alternate for one year landscape and irrigation maintenance program in the amount of \$41,472.00 be approved as well.

On April 1, 2011, the Town received seven bids. The lowest responsive bid received was \$1,588,641.42 from Groves Electrical Service. Included in this figure is the time component of the bid. For A+B Bidding the Time Bid along with the Base Bid are used to determine the low bidder, however only the Base Bid is awarded. The time is taken into account at the completion of the project. The contractor is either awarded or penalized \$500/day based on the number of days under or over the amount bid respectively. Detailed bid tabulation is attached to this agenda item.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Continue to Attract Visitors

ATTACHMENTS:

Description:

[Belt Line Lighting and Landscaping Bid Tabulation](#)

Type:

Cover Memo

Belt Line Lighting and Landscape

BID NO 11-12

DUE: April 1, 2011

2:00 PM

BIDDER	Signed	Bid Bond	Base Bid	# of Days	A+B Bid Total
Encino Landscape	Y	Y	\$ 1,512,348.20	365	\$ 1,694,848.20
Gibson & Associates	Y	Y	\$ 2,009,680.13	420	\$ 2,219,680.13
North Texas Contracting	Y	Y	\$ 1,665,264.00	150	\$ 1,740,264.00
CPS Civil	Y	Y	\$ 1,732,862.05	210	\$ 1,837,862.05
Groves Electrical Service	Y	Y	\$ 1,483,641.42	210	\$ 1,588,641.42
Fain	Y	Y	\$ 1,751,663.89	240	\$ 1,871,663.89
C. Green Scaping LP	Y	Y	\$ 1,917,508.80	140	\$ 1,987,508.80

Matthew M Combs

Matt McCombs, Management Analyst

Nancy Clave

Witness

Council Agenda Item: #R11

AGENDA CAPTION:

Presentation, discussion and consideration of approval authorizing the City Manager to extend the term of the Master Services Agreement with HNTB Corporation for an additional year, to expire on April 12, 2012.

FINANCIAL IMPACT:

NA

BACKGROUND:

In August 2008, Council authorized the City Manager to enter into a Master Services Agreement with HNTB Corporation for design services for the Belt Line Road re-design. The extension of this agreement for an additional year would allow HNTB to continue to provide design and bid phase services for the Belt Line re-design, including Median Lighting and Landscaping and Bus Stops.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Promote Quality Transportation Services, Continue to Attract Visitors

ATTACHMENTS:

Description:

[MSA Agreement](#)

Type:

Cover Memo

SUPPLEMENTAL AGREEMENT No.1

This Supplemental Agreement, Number 1, to the Master Services Agreement between HNTB Corporation (HNTB) and the Town of Addison, Texas (Client), dated October 13, 2008 (Agreement), is made effective as of October 14, 2010.

- 1. HNTB shall perform the following Services.

There are no changes to the services outlined in the Master Service Agreement.

The agreement anticipates the execution of one or more written Work Orders that sets forth the terms and conditions pursuant to which HNTB will provide the client the work and services for an agreed-upon fee.

- 2. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to the CLIENT.

There are no changes to the services outlined in the Master Service Agreement.

- 3. HNTB shall perform the services and deliver the related documents according to the following schedule.

The term is amended to extend from October 13, 2010 to April 12, 2012.

- 4. In return for the performance of the foregoing obligation; there are no changes to the compensation outlined in the Master Service Agreement.

Except to the extent modified herein, all terms and conditions of the Master Service Agreement shall continue in full force and effect.

Town of Addison
(Client)

HNTB Corporation
(HNTB)

Signature _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Council Agenda Item: #R12

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to execute a Professional Services Agreement with Kleinfelder, Inc. for an amount not to exceed \$87,000 for the design of, and other professional services regarding, certain public infrastructure (including a deep water well and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure, Phase 1C).

FINANCIAL IMPACT:

Funding established by Certificates of Obligation for Vitruvian Park (From the \$9,531,404 Allocated for Phase 1C by the Master Facilities Agreement, Revised Exhibit "C1").

BACKGROUND:

On February 12, 2008, Council approved a Master Facilities Agreement with UDR, Inc. that provides for the Town to fund public improvements in the amount of \$39,879,336 with the First Funding being limited to \$23,290,007. On February 9, 2010, Council authorized the First Amendment to the Master Facilities Agreement with UDR, Inc. that specified that \$9,531,404 of the funds is for the design and construction of Vitruvian Park Public Infrastructure, Phase 1C or Vitruvian Park.

Vitruvian Park includes as a feature element a series of small lakes. These small lakes are considered an impoundment of state water that require a Water Use Permit from the Texas Commission on Environmental Quality (TCEQ). The Town has been working closely with the TCEQ and the permit is nearing completion. One of the requirements of the permit is that the Town provide an alternate source of water in order to maintain the reservoirs full and pass all state water lost due to evaporation. Staff recognized the necessity to install a deep water well and contacted three engineering firms to assist staff in the design of the water well. Kleinfelder, Inc. was selected to provide these services.

Staff received the attached proposal from Kleinfelder, Inc. for the design of a deep water well, pump station and storage facility. The

proposed design fee is \$87,000. Included in this amount is a maximum amount of \$49,000 for construction phase services. Staff will authorize the construction phase services as necessary.

RECOMMENDATION:

Staff recommends approval subject to the final approval of the City Manager and City Attorney.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Contract with Kleinfelder](#)

[Cost Analysis](#)

Type:

Exhibit

Exhibit

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS Agreement for Professional Services ("Agreement") is entered into the ___ day of _____, by and between the TOWN OF ADDISON, TEXAS, hereinafter referred to as the "City", and Kleinfelder, Inc., a Kansas corporation, hereinafter referred to as "Company".

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the Town of Addison, Texas and Kleinfelder, Inc. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

**ARTICLE I
GENERAL**

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services, attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms,

conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company

shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and

Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE DEEP WATER WELL DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same,

and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company warrants and represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being

provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Partial payment will be as stipulated in Exhibit "A" attached hereto and incorporated herein. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other

data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other

instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII
INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during

that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Company may maintain reasonable and customary deductibles, subject to approval by the Town of Addison, Texas

9. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison, Texas,

3. Upon request, Company shall furnish the Town of Addison, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected

officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an “Addison Person” and collectively the “Addison Persons”), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon any Addison Person, whether directly or indirectly, (collectively, the “Claims”), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company’s agent, consultant under contract, or another entity over which the Company exercises control. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF AN ADDISON PERSON. However when Claims arise out of the co-negligence of an Addison Person and the Company or any Company Persons, Company’s liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Persons’ proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company’s liability for Addison Person’s defense costs and attorneys’ fees shall be reduced by that portion of the defense costs and attorneys’ fees equal to Addison Person or Persons’ proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Addison Person or Company related to or arising out of Company's activities under this Agreement and shall see to the investigation and defense of such claim or demand at

Company's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any defense, indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND ALL OTHER ADDISON PERSONS (AS DEFINED IN ARTICLE X) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Dallas County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Dallas County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the Town of Addison at 5300 Belt Line Road, Dallas, Texas 75254.

B. The City agrees to send all notices required under this Agreement to the Company at Kleinfelder, Inc., PO Box 809221, Chicago, Illinois, 60680-9221.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy

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

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble,

failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TOWN OF ADDISON, TEXAS

KLEINFELDER, INC.

By: _____
Ron Whitehead, City Manager

By: _____
[REDACTED], President

Date: _____

Date: _____

ATTEST:

By: _____
Lea Dunn, City Secretary



March 30, 2011
Proposal No.: DFW11P053R3

Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-2818

Attention: Mr. Clay Barnett, P.E.
Town Engineer

**Subject: Proposed Vitruvian Park Well and Pump Station
Addison, Texas**

Dear Mr. Barnett:

As requested, we are pleased to submit this proposal for professional services for planning, design, construction administration and review for the installation of a deep water well at Vitruvian Park. The following sections provide our understanding of the project and our proposed scope of services.

PROJECT UNDERSTANDING AND ASSUMPTIONS

We understand that the Town of Addison, Texas (hereafter, Town) wishes to install a well to supply water for the park irrigation system and to replace evaporation loss in Farmers Branch Creek. We further understand that a permit has been secured to allow such discharge of groundwater into Farmers Branch Creek, and Dallas County is not included in any groundwater conservation district, and that no other permitting is required.

The project approach is based on the following assumptions:

- The water supply for this project will be supplied by the Woodbine Aquifer, which is the shallowest of the three artesian aquifers underlying the Town. Available reported yields from the Woodbine are 25-75 gpm between depths of 700 feet and 1000 feet.
- The evaporation loss for Farmer's Branch Creek is estimated at approximately 2 million gallons per year or 4 gallons per minute. The evaporation loss is based on a water surface area of 3.06 acres, and average annual rainfall/evaporation rate data for Dallas County available from the Texas Water Development Board (TWDB). A correction coefficient of .75 was applied to the TWDB evaporation data for the evaporation loss calculation.

- The well shall supply water for the park irrigation system as indicated on drawings IR-13 through IR-16, Vitruvian Park Infrastructure –Phase 1C Project Plans.
- The water supply requirements for the park irrigation system are 200 gpm at an operating pressure of 64psi as indicated on drawing IR-24, Vitruvian Park Infrastructure –Phase 1C Project Plans.
- Water storage will be required to account for the difference between the aquifer yield and water supply and is estimated to be between 5,000 and 10,000 gallons.
- The well, pump and storage facility will be located on a 20 foot x 40 foot area adjacent to Bella Lane at approximately Sta 31+00.
- Kleinfelder will use available data and AutoCad drawings provided by the Town for the well site plan.
- Standard Town contract documents will be provided electronically to Kleinfelder.

PURPOSE AND SCOPE OF BASIC SERVICES

The purposes of the proposed services is to furnish engineering and supplemental services including design, preparation of specifications and contract documents, bid assistance, and construction administration review for the Vitruvian Park Well and Pump Station. The scope of work to accomplish these purposes is described in detail below.

Task 1 – Project Kick-off Meeting and Setup

Kleinfelder will attend one project kickoff meeting to coordinate with the Town and conduct a site visit to verify existing conditions. Kleinfelder will also review existing plans and specifications for the irrigation system and coordinate with the Irrigation Consultant. Kleinfelder will use construction or “as built” drawings provided by the Town in AutoCad format in lieu of obtaining new topographic survey and data for the well design plans.

Task 2 – Well, Pump Station and storage tank Design

Kleinfelder will design the well, pump station, water storage tank and related appurtenances in accordance with the Town’s guidelines and standards. Kleinfelder will prepare one set of technical specifications and drawings to allow public bidding of the well and pump station construction. The following will be included as part of this task:

- Kleinfelder will design a well to supply water from the Woodbine Aquifer. The well is anticipated to be between 700 feet and 1000 feet in depth and yield between 25-75gpm. Kleinfelder will specify the final screen intervals and settings for the well.
- Kleinfelder will design a pump station, water storage tank and related appurtenances. The station will be housed in a prefabricated enclosure and include a pump at the wellhead, discharge piping, pump start/stop controls, well level controls, site work improvements, electrical/telephone lines, and site security. This scope of work does not include SCADA integration services.

- Kleinfelder will coordinate with the Town on the size, type of material, and installation (above or below ground) for the water storage tank to be located adjacent to the pump station.
- Kleinfelder will coordinate electrical design with the Oncor utility company. Any service fees and application/coordination fees required by the utility company shall be paid directly by the Town.
- Kleinfelder will meet with Town at the 60% design stage to review the proposed designs and to present estimated costs of construction for the proposed work.
- Kleinfelder will prepare design drawings for submission to the Town at 60- percent and 90-percent design stages for the Well, Pump Station and Storage Tank. Draft specifications will be submitted to the Town concurrent with the 90-percent design submission. The 90-percent design will be submitted to the Town, permitting agencies as required, and the local building, plumbing, and electrical inspectors. Kleinfelder anticipates attending one (1) meeting each with local building, plumbing, and electrical inspectors. Based upon comments received from the Town and local officials, Kleinfelder will finalize the design drawings and specifications. Kleinfelder will prepare the final drawings and specifications, which will be signed and stamped by a Professional Engineer registered in the State of Texas. The final drawings and specifications will be submitted for review and approval to the Town for bidding purposes.
- Upon completion of the Well, Pump Station and Storage Tank designs, Kleinfelder will prepare technical specifications and drawings to allow public bidding of the proposed work. Bid documents will be prepared to allow for bidding in accordance with the Town's requirements.

Task 3 – Assistance during Bidding Phases

- Kleinfelder will assist the Town during the bidding phases of the project by coordinating bid activities and document review with the Town.
- Kleinfelder will provide up to 1 (one) hard copy and 1 (one) electronic copy sets of bid documents for distribution to potential bidders. If additional sets of bid documents are required, the additional reproduction costs will be billed directly to the Town.
- During the bid phases, Kleinfelder will respond to questions from plan holders and prepare necessary addenda addressing the issues raised.
- Kleinfelder will attend one (1) bid opening for the Project.
- Kleinfelder will consult with and advise the Town as to the acceptability of the prime contractor (hereinafter called the "Contractor"), subcontractors and other persons and organizations proposed by the Contractor for those portions of the work as to which such acceptability is required by the bidding documents.
- Kleinfelder will consult with and advise the Town as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contract is allowed by the bidding documents.

- Kleinfelder will review and tabulate all bids, review the qualifications of the apparent low bidder and provide the Town with feedback based on reference checks of the lowest qualified bidder.
- Kleinfelder will assist the Town in preparing formal contract documents for award of the contracts. This effort will include reviewing the required insurance certificates, bid and performance bonds to check compliance with the intent of general conditions of the contract documents.
- Kleinfelder will arrange for and attend one (1) preconstruction conference with the Town and selected general contractor.

Task 4 – Construction Administration and Record Drawings

- Kleinfelder will make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. Kleinfelder shall not be required to make exhaustive or continuous on-site review to check the quality or quantity of such work. Kleinfelder shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). Kleinfelder's efforts will be directed toward providing a greater degree of confidence for Town that the completed work of the Contractor(s) will conform to the Contract Documents, but Kleinfelder shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, Kleinfelder shall endeavor to keep Town informed of the progress of the work, shall endeavor to guard Town against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Kleinfelder will review and take appropriate action in respect to Shop Drawings and samples, results of tests and observations, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bond and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

- Kleinfelder will issue all instructions of Town to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as Town's consultant, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Town and Contractor(s) relating to the acceptability of the work or in the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but Kleinfelder shall not be liable for the result of any such interpretations or decisions rendered in good faith.
- Based on Kleinfelder's on-site observations, as an experienced and qualified design professional, review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing to the Town payments to Contractor(s) in such amounts; such recommendations for payment will constitute a representation to Town, based on such observations and review, that the work has progressed to the point indicated, that, to the best of Kleinfelder's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment Kleinfelder will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Kleinfelder to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Kleinfelder has made an examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to Town free and clear of any lien, claims, security interest or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- Conduct a review to determine if the Project is substantially complete and to determine if, to the best of Kleinfelder's knowledge, the work has been completed in substantial conformance with the Contract Documents and the intent of the design and if Contractor has fulfilled all of his obligations thereunder so that Kleinfelder may recommend, in writing, final payment to Contractor(s) and may give written notice to Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in the paragraph above.
- Kleinfelder shall not be responsible for the acts or omissions of any Contractor, subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except Kleinfelder's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained herein, shall be construed to release Kleinfelder from liability for failure to properly perform duties undertaken by us in the Contract Documents.

- Prepare and provide the Town with two (2) hard copies and one (1) electronic copy of operation and maintenance manuals for the well and pump station. Manuals are to contain equipment, well construction data, treatment and pumping equipment manufacturer operation instructions, parts list, discharge piping data, shop drawings, field test data and various permits.
- Observe the contractor's acceptance and start-up test of the well and pump station and recommend final acceptance of the work as appropriate.
- Conduct a performance review of the facilities approximately 10-months after substantial completion to note items requiring correction prior to lapse of the warranty period.
- For the Well and Pump Station Kleinfelder shall prepare and furnish to the Town one (1) set of record drawings showing the project as completed and accepted by the Town. The set of drawings shall be on vellum or other reproducible material. In addition to the drawings, a non-editable (PDF) electronic file of the record drawings will be provided. The record drawings will become the property of the Town to be used by the Town as "Record Drawings" for any purpose consistent with normal water works practice, including expansion of the Town's Water System. Kleinfelder shall be held harmless from any claims, losses, and expenses arising from future use by the Town of the record drawings.

Task 5 – Construction Observation Services

- Kleinfelder shall oversee the well installation and make final recommendations for the completion after review of geophysical logs.
- Kleinfelder shall review water quality data collected during the well installation.
- Kleinfelder shall prepare a report containing a geologic log, geophysical log, aquifer data and water quality laboratory analysis.
- For the Well and Pump Station project, provide a periodic resident project representative whose duties, responsibilities and limitations of authority are outlined Attachment A - Resident Project Representative Duties and Responsibilities.

INFORMATION/SERVICES PROVIDED BY THE TOWN OF ADDISON

- Designate in writing a person to act as their representative, with respect to the services rendered in this proposal.
- Indicate a point of contact at the Project Site location who can relay safety procedures, grant site access/escort, and indicate location of existing subsurface utilities/structures.
- Identify the desired location of the well at Vitruvian Park, and mark subsurface utilities/structures that are not located by Texas One Call or other local agencies that could be damaged during the drilling program.

- Obtain rights-of-entry, permits, easements, landowner permission, and all other authorizations and permits required to perform the services described in this proposal.
- Provide site plan(s) indicating existing and proposed structures.
- Furnish available data on Woodbine, Paluxy and Trinity water wells owned or operated by the Town.

ADDITIONAL SERVICES

The following services are not included in the *Scope of Basic Services* and will be considered as *Additional Services*, if and when they are required or requested:

- The services of specialty sub-consultants or other special outside services other than those described in the above Scope.
- Costs, including equipment replacement, associated with decontamination of personnel/equipment as a result of encountering hazardous/toxic materials at site.
- Services associated with discharge permitting to Farmers Branch creek.
- Groundwater treatment, if required, based on the results of the water quality testing.
- SCADA integration services and coordination with the Town's SCADA vendor.
- Traffic control services and signage for fieldwork.
- Meetings, other than those described in the above Scope.
- Additional report copies or submittals; report revisions after final submission, or report revisions resulting from changed regulations or design.
- Additional or increased insurance coverage (if available) other than described in the Services Agreement.
- Coordination with regulatory agencies other than described in the above Scope.
- No services shall be performed under this Agreement for real estate surveying, acquisition of easements, for land taking or for any other real estate conveyance purpose.
- If Kleinfelder is obligated to prepare for or appear in litigation or arbitration proceedings on behalf of the Town, Kleinfelder shall receive additional compensation to be mutually agreed upon.
- Any other services not specifically included in the above Scope.

COMPENSATION

Kleinfelder proposes to perform the Tasks 1 and 2 for a total fixed fee in the amount of \$38,000 broken down as follows:

Task 1 – Project Kick-off Meeting, Setup and Site Survey	\$	4,000
Task 2 – Well and Pump Station Design	\$	34,000
Total Fixed Fee	\$	38,000

These amounts will not be exceeded without prior approval. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable on presentation of the invoice. The Town and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

Kleinfelder proposes to perform Task 3, 4 and 5 described in the Scope of Basic Services on a **time and material** basis for a total estimated fee of \$49,000 broken down as follows:

Task 3 – Assistance during Bidding Phases	\$	9,000
Task 4 – Construction Administration and Record Drawings	\$	18,000
Task 5 – Construction Observation Services	\$	22,000
Total Fixed Fee	\$	49,000

Invoicing will be based on the attached Fee Schedule, and the actual quantity of work performed. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The Town of Addison and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

ANTICIPATED SCHEDULE

Submission of final plans for bidding the Well Pump Station and Storage Tank will be within 60 days from the time authorization is received. The construction phase is estimated at 3 months of duration.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

TERMS OF ENGAGEMENT

Please indicate your approval of the proposal by signing the attached Master Services Agreement and Work Order and returning the entire document to our office. A fully executed copy will be returned to you. Any modifications of the attached language must be accepted by both parties, and may result in an increase in scope and compensation. Acceptance of the proposal indicates Town of Addison's review and understanding of the scope of services, budget and terms.

* * *

We appreciate the opportunity to provide you with this proposal, and look forward to working with you on this project. If you have any questions or wish to discuss, please contact us at (972) 868-5900.

Sincerely,

KLEINFELDER CENTRAL, INC.
Texas Registered Engineering Firm F-5592



Richard J. Hammerberg, P.E.
Group Manager



for
Emad Al-Turk
Vice President

Attachments:

Attachment A - Resident Project Representative Duties and Responsibilities
Fee Schedule (Tasks 3, 4 and 5)
Master Services Agreement
Work Order



ATTACHMENT A Resident Project Representation

Vitruvian Park Well and Pump Station Addison, Texas

A. GENERAL

1. Resident Project Representative is (and Assistants are) KLEINFELDER's Agent and shall act under the supervision of the KLEINFELDER Project Manager. He shall confer with the KLEINFELDER Project Manager regarding his actions. His dealings in matters pertaining to on-site work will be in general with the KLEINFELDER Project Manager and the Contractor, keeping the Town advised as indicated below and as necessary. His dealings with subcontractors will only be through or with the full knowledge of Contractor or his on-site representative. He shall generally communicate with Town with the knowledge of the KLEINFELDER Project Manager.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative shall:

1. Schedules: Review the progress schedule, schedule of shop drawings submissions and schedule of values prepared by Contractor and consult with the KLEINFELDER Project Manager concerning their acceptability.
2. Conferences: Attend pre-construction conference. Attend progress meetings and other job conferences as required in consultation with the KLEINFELDER Project Manager.
3. Liaison:
 - a. Serve as KLEINFELDER's liaison with Contractor, working principally through Contractor's designated on-site representative and assist him in understanding the intent of the Contract Documents. Assist the KLEINFELDER Project Manager in serving as Town's liaison with Contractor when Contractor's operations affect Town's on-site operations.
 - b. Assist in obtaining from Town additional details of information when required at the job site for proper execution of the work.
4. Shop Drawings and Samples:
 - a. Receive samples which are furnished at the site by Contractor and notify the KLEINFELDER Project Manager of their availability for examination.

- b. Advise the KLEINFELDER Project Manager and the Contractor or his on-site representative immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been reviewed by KLEINFELDER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. For the well and pump station construction, conduct periodic on-site construction review of work in progress, and for the discharge piping provide full-time on-site construction review of work in progress, or as otherwise necessary, to determine to the best of his knowledge (1) if work is proceeding in general accordance with the Contract Documents and (2) that completed work is in substantial conformance with the Contract Documents.
 - b. Report to the KLEINFELDER Project Manager who, in turn, will notify the Town whenever any work is to the best of his knowledge and belief unsatisfactory, faulty or defective, or is not in substantial conformance with the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise the KLEINFELDER Project Manager when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection or approval. Record and advise the Contractor of work failing to meet the Contract requirements.
 - c. Verify that tests, equipment and systems start-up and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the KLEINFELDER Project Manager appropriate details relative to the test procedures and start-ups.
 - d. Accompany visitors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to the KLEINFELDER Project Manager.
 - e. Performance of the services outlined in Section 5, parts (a.) through (d.), endeavors to protect Town against defects and deficiencies in the work and to verify compliance with the Contract Documents. Nothing in Section 5 relieves Contractor of its independent obligations under its contract with Town in performing his services.
6. Interpretation of Contract Documents:

Transmit to Contractor clarification and interpretation of the Contract Documents as issued by the KLEINFELDER Project Manager.

7. Modifications:
Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report them with recommendations to KLEINFELDER.

8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, KLEINFELDER's clarifications and interpretations of the Contract, KLEINFELDER's clarifications and interpretations of the Contract Documents, progress reports and other project-related documents.
 - b. Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of principal visitors and representatives of fabricators, manufacturers, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the KLEINFELDER Project Manager.
 - c. Record names, addresses, and telephone numbers of all Contractors, subcontractors and major suppliers of equipment and materials.

9. Reports:
 - a. Furnish periodic reports as required of progress of the work and of the Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Prepare preliminary change orders and extra work orders, obtaining all back-up material. Recommend to the KLEINFELDER Project Manager Change Orders, Extra Work Orders and Field Changes.

10. Payment Requisitions:
Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the KLEINFELDER Project Manager, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the work.

11. Certificates, Maintenance and Operations Manuals:
During the course of the work, verify that certificates, maintenance and operation manuals as appropriate and other data required to be assembled and furnished by Contract are applicable to the items actually installed and deliver this material to the KLEINFELDER Project Manager for his review and forwarding to Town prior to final acceptance of the work.

12. Completion:
 - a. Before KLEINFELDER issues a Certificate of Substantial Completion, assist the KLEINFELDER Project Manager in developing a list of observed items requiring correction or completion.
 - b. Conduct final review in the company of the KLEINFELDER Project Manager, Town and Contractor and assist in preparation of a final list of items to be corrected.
 - c. Verify to the best of his knowledge that all items on final list have been completed or corrected and make recommendations to the KLEINFELDER Project Manager concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Resident Project Representative Shall NOT:

1. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment unless authorized by KLEINFELDER.
2. Undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
3. Expedite work for the Contractor.
4. Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Advise or issue directions as to safety precautions and programs in connection with the work.
6. Authorize Town to occupy the project in whole or in part.
7. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by KLEINFELDER.
8. Exceed limitations on KLEINFELDER's authority as set forth in the Contract Documents.



Vitruvian Park Well and Pump Station
Tasks 3, 4 and 5
Addison, Texas
Proposal DFW11P053R3

PROFESSIONAL SERVICES	Est. Units	Unit Fee	Estimated Quantity
Task 3 Assistance During Bidding Phases			
Principal	4 hrs	\$ 164	\$ 656
Staff Professional II	10 hrs	\$ 150	\$ 1,500
Project Engineer	41 hrs	\$ 132	\$ 5,412
Administrative I	15 hrs	\$ 60	\$ 900
Mileage, 2 wheel	821 ea	\$ 0.65	\$ 534
Total Budget Task 3:			\$ 9,002
Task 4 Construction Administration and Record Drawings			
Principal	10 hrs	\$ 164	\$ 1,640
Staff Professional II	14 hrs	\$ 150	\$ 2,100
Project Engineer	58 hrs	\$ 132	\$ 7,656
Draftsperson	24 hrs	\$ 74	\$ 1,776
Tech Advisor QA/QC	18 hrs	\$ 185	\$ 3,330
Administrative I	24 hrs	\$ 60.00	\$ 1,440
Total Budget Task 4:			\$ 17,942
Task 5 Construction Observation Services			
Principal	6 hrs	\$ 164	\$ 984
Staff Professional II	52 hrs	\$ 150	\$ 7,800
Project Engineer	21 hrs	\$ 132	\$ 2,772
Professional	99 hrs	\$ 80	\$ 7,920
Administrative I	26.75	\$ 60	\$ 1,605
Mileage, 2 wheel	1500 ea	\$ 0.65	\$ 975
Subtotal			\$ 22,056
Total Budget Task 5:			\$ 22,056
TOTAL TASKS 3, 4 AND 5			\$ 49,000

PHASE 1C COST ANALYSIS
4/4/2011

Phase 1C Allocation from Master Facilities Agreement		<u>\$ 9,531,404.34</u>
Professional Services Fees		
Icon Consulting Engineers, Inc. (Allocated)	\$ (1,267,100.00)	
LRK (Sign Design for Park Package)	\$ (9,550.00)	
Kleinfelder (Water Well Design)	<u>\$ (87,000.00)</u>	
Total Professional Fees		\$ (1,363,650.00)
Construction		
Original Contract	\$ (9,140,815.30)	
Change Order #1	\$ 679,683.76	
Change Order #2	\$ (232,939.76)	
Change Order #3	\$ (190,786.00)	
Change Order #4	\$ (217,812.30)	
Change Order #5	<u>\$ (57,262.73)</u>	
Total Construction		\$ (9,159,932.33)
Construction Phase Services		
Kleinfelder (4%)	\$ (366,397.29)	
UDR (8%)	<u>\$ (572,116.88)</u>	
Total Construction Phase Services		\$ (938,514.17)
Park Electrical for Oncor		\$ (77,779.21)
Revenue		
Dallas County	\$ 1,000,000.00	
AT&T	\$ 23,394.00	
UDR, Inc. (Funding #1)	\$ 750,000.00	
UDR, Inc. (Funding #2)	\$ 62,686.24	
Unfunded Portion	<u>\$ 172,391.13</u>	
Total Revenue		<u>\$ 2,008,471.37</u>
Remaining Funds		\$ -