



REGULAR WORK SESSION & MEETING OF THE CITY COUNCIL

July 11, 2017

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

5:30 PM DINNER & EXECUTIVE SESSION

6:00 PM WORK SESSION

7:30 PM REGULAR MEETING

Executive Session

-
1. Closed (executive) session of the Addison City Council pursuant to:

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, sale or value of real property

- **4701 Roscoe Turner Drive, Addison, Texas 75001**

-
2. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

WORK SESSION

3. Present and Discuss **Potential Funding Uses From The Sale Of The Belt Line Road Properties In The Amount Of \$3,200,000.**

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4. Present And Discuss **Hotels In Addison And Underperforming Hotels.**

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

-
5. Public Comment.
The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker with fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

-
6. Consider Action To Approve **The June 20, 2017 Special Meeting Minutes And The June 27, 2017 Regular Meeting Minutes.**

-
7. Consider Action On **A Resolution To Adopt A Revised Compensation Philosophy For The Town Of Addison.**
-

8. Consider Action On **A Resolution To Approve A Purchase Agreement With ThyssenKrupp Elevator For The Modernization Of The Elevator Located At The Addison Service Center And Authroize The City Manager To Execute The Agreement** In An Amount Not To Exceed \$58,400.

9. Consider Action On **A Resolution To Approve A Purchase Agreement With SSD Systems Corporation For The Replacement And Update Of the Conference Centre And Theatre Centre Fire Detection And Alarm Upgrades And Authorize The City Manager To Execute The Agreement** In An Amount Not To Exceed \$76,164.28.

10. Consider Action On **A Resolution To Approve A Purchase Agreement With Simon Roofing And Sheet Metal For The Restoration Of The Conference Centre And Theatre Centre Roofs And Authorize The City Manager To Execute The Agreement** In An Amount Not To Exceed \$427,494.

11. Consider Action On **A Resolution To Adopt The Town Of Addison's Strategic Planning Pillars And Milestones For Fiscal Year 2018.**

12. Consider Action On **A Resolution To Approve The Assignment Of The Economic Development Program Grant Agreement Approved November 2015 With WS MQ Hotel, LLC (dba: The Dallas/Addison Marriott Quorum Hotel At The Galleria Located At 14901 Dallas Parkway) To The New Property Owners, Quorum Hospitality, LLC.**

13. Consider Action On **A Resolution To Approve A Purchase Agreement With ProSource Power For The Retrofit And Upgrade Of Interior Lighting In The Service Center, Conference Centre, Theatre Centre And Stone Cottage To LED Lighting And Authorize The City Manager To Execute The Agreement** In An Amount Not To Exceed \$99,770.

14. Consider Action On **A Resolution Of The Town Of Addison Finding That Oncor Electric Delivery Company LLC's Application To Change Rates Within The City Should Be Denied; Finding That The City's Reasonable Rate Case Expenses Shall Be Reimbursed By The Company; Finding That The Meeting At Which This**

Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel.

-
15. Consider Action On **A Resolution To Appoint Members To The Community Partners Bureau.**

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16. Consider Action To Approve **A Resolution Accepting The Dedication Of Sidewalk And Utility Easements On The MYCON Office Building Property Located At 17311 Dallas Parkway.**

Regular Items

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17. Hold A Public Hearing, Present, Discuss And Consider Action On A **Resolution To Approve The Schematic Design And Funding For Dome Park Playground.**

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18. Present, Discuss, And Consider Action On **An Ordinance Granting A Meritorious Exception From The Code Of Ordinances, Chapter 62 Section 62-163. - Area Of Attached Signs In Order To Permit A Sign Exceeding The Area Requirements And A Meritorious Exception From Section 62-289. - Generally (Special Districts) To Permit A Second Sign Exceeding The Maximum Allowable Letter/Logo Height, For Buffalo Wild Wings At 5000 Belt Line Road On The Southeast Corner Of Belt Line Road And Quorum Drive.**

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19. Present, Discuss And Consider Action On **The Selection Of A Site And Alternatives Cost Analysis For A Customs And Border Protection Facility At Addison Airport.**

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20. Present, Discuss And Consider Action On **An Ordinance Repealing Ordinance Nos. 000-0001 And 006-049 And Amending Article III (Alarm Systems) Of Chapter 30 (Emergency Services) Of The Code Of Ordinances To Regulate Burglar, Robbery, Panic Alarms And Persons Engaged In Relaying Alarm Notifications.**

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted:

Laura Bell, 07/06/2017, no later than 6:00 pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7017 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-2285

1.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: City Manager

AGENDA CAPTION:

Closed (executive) session of the Addison City Council pursuant to:

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, sale or value of real property

- **4701 Roscoe Turner Drive, Addison, Texas 75001**

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-2286

2.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: City Manager

AGENDA CAPTION:

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: City Manager

AGENDA CAPTION:

Present and Discuss **Potential Funding Uses From The Sale Of The Belt Line Road Properties In The Amount Of \$3,200,000.**

BACKGROUND:

The Town owned property located at 4460 and 4500 Belt Line Road. The property served as the original site of Town Hall and Police Department. When the two departments were relocated to their existing locations, the properties were leased to GM Capital who built two restaurant pad sites on the single tract of land. One building has been occupied by a Chili's Restaurant while the other has been several different restaurants. The original lease with GE Capital expired a few years ago and ownership of the properties, including the improvements, reverted to the Town.

In 2016, City Council requested that staff conduct an analysis of the options to continue the lease or sell the properties.

Council directed staff to issue a Request For Qualifications (RFQ) to hire a professional real estate broker to provide them with options to consider and to manage the lease or sale of the properties. Several real estate firms submitted proposals, and after a panel interview of the interested parties, CBRE was selected. CBRE prepared several options for City Council's consideration. In discussions based on information provided by CBRE, the decision was made to sell the properties as is. CBRE then marketed the properties and received many qualified offers. Centric Capital Partners submitted the highest bid and demonstrated a successful track record of managing restaurant pad sites. City Council then gave the City Manager full authority to negotiate with Centric on the sale of the properties for a total of \$3,850,000. The Town received \$3,200,000 after expenses.

Staff is requesting direction from Council related to potential items that could be funded with the amount from the sale of the properties. A preliminary list of projects is below to facilitate the conversation:

- Customs Facility for the Airport
- Preferred Athletic Club Master Plan Renovation List identified by Council on October 20, 2016
 - Air conditioning/heating
 - Elevator replacement
 - General painting
 - Carpet replacement

- Convert 2 racquetball courts to exercise space
- New lighting in the gym
- Full Athletic Club Master Plan
- Inwood Road property acquisition
- Dome Park playground
- Addison Grove incentive funding
- \$5,000,000 Cotton Belt commitment

RECOMMENDATION:

Staff requests direction from Council.

AI-2251

4.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present And Discuss **Hotels In Addison And Underperforming Hotels.**

BACKGROUND:

Addison currently has twenty-three hotels and one more under construction. Over the years, the City Council has held numerous discussions regarding both the future of hotel development and the performance of the existing hotels, specifically those that do not meet the community's expectations. The City Council started a renewed conversation earlier this year and held numerous meetings on the topic. At their Work Session on April 25, 2017, the Council defined four areas of concern:

- Revenue
- Zoning
- Code Enforcement
- Public Safety

Since the Work Session, staff has developed proposed metrics for performance within these four areas and possible additional actions steps that can be taken by the Town to address these issues. Staff will provide a brief presentation and seek direction from the Council. Additional information can be found in the attached presentation.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

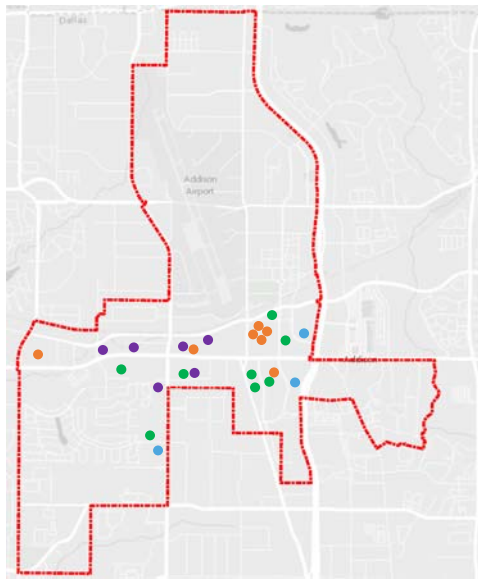
Presentation-Addison Hotels

Underperforming Hotels

Council Work Session
July 11, 2017

The logo for the city of Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font inside a white circle, which is set against a blue background.

Addison Hotels

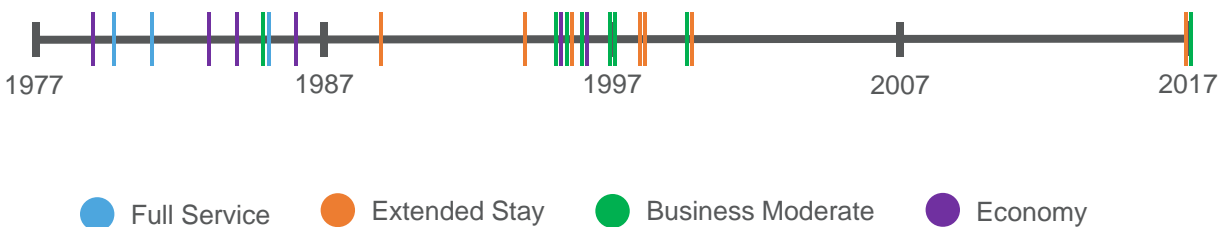
The logo for the city of Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font inside a white circle, which is set against a blue background.

- Full Service
- Extended Stay
- Business Moderate
- Economy

Inventory Details



- 4,144 hotel rooms
- 24 properties (including one under construction)
- Average year of construction: 1993



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Previous Discussion



- Councils have previously discussed how to address aging hotels that do not meet community expectations
 - 2013 – discussions centered on one hotel – no consensus reached
 - 2013 – Comprehensive Plan
 - Goal: Keep Addison's hotels well-maintained and competitive
 - Objective: Provide support, both financial and administrative
 - Strategy: Provide grants for refurbishments and remodels
 - Strategy: Provide Special Events
 - Strategy: Encourage new development where appropriate
 - 2015 – Council directed staff to change the definition of a hotel, no additional direction given
 - 2017 – Underperforming hotel discussion started

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What Does Underperforming Mean?



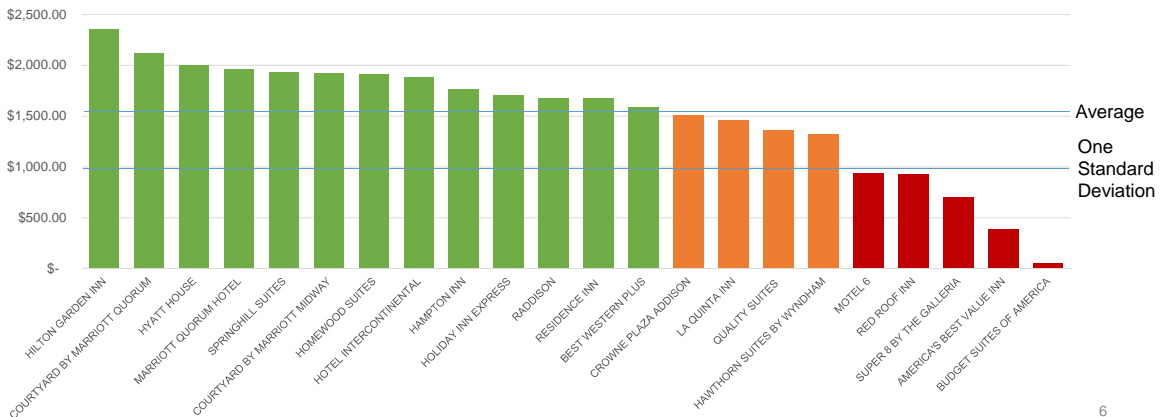
- At the 4/25/17 Council Meeting, the City Council defined underperforming as follows:
 1. **Revenue**
 - Hotels that appear to be remitting little hotel occupancy tax
 2. **Zoning**
 - Hotels that appear to operate more like permanent housing than a hotel
 3. **Code Enforcement**
 - Hotels that are not being maintained appropriately to protect the health, safety, and welfare of the occupants and are a detriment to adjacent properties
 4. **Public Safety**
 - Hotels that consistently generate crime and necessitate a high level of attention from public safety staff

1. Revenue



- **Underperforming Metric:**
 - Hotels which are more than one standard deviation below the average hotel occupancy tax collection per room.

▪ Hotel Occupancy Tax Collection Per Room:



1. Revenue



Current Actions:

- Finance Department completes 3-5 on-site audits annually & continual monthly desk audits
 - On-site Audit hotel selection based on high-risk factors:
 - Little to no documentation – exemptions claimed
 - Years since audited
 - Amount of exemptions claimed in relation to gross revenue
 - Desk Audit – monthly review of hotel taxes remitted including:
 - Calculation of gross revenue, exemptions, taxable revenue and taxes owed
 - Exemption paperwork and accuracy of exemption(s)
 - Late payments of hotel taxes – penalty and interest assessed

- Goal to ensure all local hotel occupancy taxes are reported accurately with proper documentation provided

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1. Revenue



Results:

- On-site Audit:

▪ 2013	7 Audits	2 Deficient	Additional Collections: \$11,605.45
▪ 2015	3 Audits	3 Deficient	Additional Collections: \$ 5,602.14
▪ 2017	1 Audit	1 Deficient	Additional Collections: \$ 133.54
- Desk Audit :
 - **2017 monthly review of 23 hotels**

Delinquent Hotel Taxes from FY2016 collected in current FY	\$16,255.66
Penalty, Interest and Miscellaneous	\$ 5,174.95
Total collected year to date FY2017	\$21,564.15

Proposed Additional Action:

- Underperforming hotels will be audited within 12 months, unless the hotel has been audited within the last 2 years
- Internal vs. external audit update during budget process

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2. Zoning



- **Underperforming Metric:**
 - Hotels that do not conform to zoning requirements pertaining to use, development standards or landscaping standards.

- **Current Actions:**
 - Pursue properties in violation of zoning requirements, as applicable
 - Municipal Court fines
 - Chapter 54 lawsuits

- **Proposed Additional Actions:**
 - Establish length of stay limitations
 - Establish revised definition and development standards specifically for hotels

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2. Zoning



- **Possible Length of Stay Limitation**
 - Hotel shall only be for transient occupants, and no such occupant shall be deemed to be a resident
 - Unlawful for a hotel to provide a room for more than thirty (30) days of continuous occupancy
 - Exceptions:
 - Written contract or document between a hotel and a business, corporation, firm, individual or governmental agency to house employees or individuals on valid work orders
 - Written contract between the hotel and a governmental, charitable or insurance agency to house families in crisis who are receiving temporary housing assistance
 - Unlawful for the owner/operator, to allow registration under a different name or different member of the same family or group in order to avoid occupancy limitations
 - All personal property must be removed before the room may be occupied again

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2. Zoning



- **Revised Definition**
 - Reassess requirements for meeting space and commercial kitchen

- **Possible Development Standards**
 - Building Design
 - 80% masonry construction
 - Durable roofing materials*
 - Building articulation on all facades
 - Porte-cochere
 - Outside equipment screened from view outside the property*
 - Rooms accessed from an interior hallway*
 - Minimum room number

* Currently required of hotels in Addison

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2. Zoning



- **Possible Development Standards, Continued**
 - Interior Design
 - Definition of kitchenette*
 - Minimum room size
 - Fully furnished rooms
 - Lounge or waiting area of 500 square feet or 5 square feet per room
 - Lobby area of 5 square feet per room
 - Must provide a swimming pool or fitness room, and business center*
 - Meeting space*
 - Commercial kitchen*
 - Guest Services
 - Daily housekeeping services available at no extra charge
 - Staffing on-site twenty-four (24) hours per day

* Currently required of hotels in Addison

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3. Code Enforcement



- **Underperforming Metric:**
 - Hotels that exceed one call per service (combined with public safety) per room in one year

- **Current Actions:**
 - Occasional proactive inspections of the exterior
 - Complaint based inspections of the exterior or interior
 - Property standards set by the 2012 International Property Maintenance Code
 - Citations can be issued if a property owner does not address any violations

- **Proposed Additional Actions:**
 - Establish additional property maintenance requirements
 - Adopt an annual hotel licensing process

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4. Public Safety



- **Underperforming Metric:**
 - Hotels that exceed one call per service (combined with code enforcement) per room in one year

- **Current Actions:**
 - Hotel Business Retention Unit
 - Patrol Division

- **Proposed Additional Actions:**
 - Adopt an annual hotel licensing program

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Hotel Licensing Program



- Annual hotel license required
- Based on Calls for Service room ratio, hotels are classified for that year in to
 - Tier 1. Less than or equal to 1.0 CFS/room/year
 - Tier 2. Greater than 1.0 CFS/room/year
- Hotel licenses denied if:
 - Hotel does not comply with all applicable laws
 - Uncorrected code violations
 - Applicant knowingly lied on the application
 - Owner, operator, and/or manager is or has been a registered sex offender
 - Tier 2 hotels who fail to obtain a Tier 1 CFS room ratio within 12 months
 - CFS room ratio of greater than 2.0
- License denial may be appealed to municipal court.
- License may be revoked mid-year by the municipal court judge after a hearing

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Hotel Licensing Program



- Calls for Service (CFS)
 - Any and all calls to emergency services that result in a city employee being sent to the hotel
 - Includes CFS within the surrounding neighborhood attributed or traced to the hotel
 - Includes any self-initiated activity or investigation that results in a written report
 - Calls from employees of the hotel are excluded
 - Calls for services includes:
 - Commission of crimes that are drug, prostitution related or arrests related to drug or prostitution
 - Commission of crimes that are a breach of the peace
 - Fire alarms
 - Immediate public safety and health issues at a hotel
 - Non-compliance with federal law, state law or city codes and ordinances

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Hotel Licensing Program



- Inspections:
 - Number of rooms inspected and frequency based on age of hotel and tier
 - Grand Prairie Example:

Age of the Property	Tier 1	Tier 2	Tier 3
1-9 years	10%	20%	50%
10-19 years	20%	50%	100%
20-25 years	30%	60%	100%
26 years +	40%	75%	100%
Inspection Schedule	Annual	Twice a Year	Quarterly

- Proposed Fee:
 - No application fee
 - No fee for initial inspections
 - \$25.00 per room re-inspections and second annual inspection

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Resource Requirements – FY18 Request



- License and inspection process would require additional code enforcement staff
 - One additional Property Standards Specialist
 - Conduct field inspections, see that issues are addressed
 - One additional Department Clerk
 - Send notices, prepare case files, process licenses, manage records
- Costs:
 - Estimated year one costs: \$203,000
 - Salaries and benefits: \$118,000
 - Miscellaneous administrative program costs: \$2,000
 - Office space modification and furniture: \$50,000
 - Vehicle and maintenance costs: \$33,000
 - Estimated recurring funding required: \$130,000

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Questions for Council



- Does the Council agree with the proposed performance metrics for hotels?
 - **Revenue**
 - Hotels which are more than one standard deviation below the average hotel occupancy tax collection per room
 - **Zoning**
 - Hotels that do not conform to zoning requirements pertaining to use, development standards or landscaping standards
 - **Code Enforcement/Public Safety**
 - Hotels that exceed one call per service per room in one year

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Questions for Council



- Does the Council agree with the proposed additional actions?
 - **Revenue**
 - Underperforming hotels will be audited within 12 months, unless the hotel has been audited within the last 2 years.
 - **Zoning**
 - Establish length of stay limitations
 - Establish revised definition and development standards specifically for hotels
 - **Code Enforcement/Public Safety**
 - Establish additional property maintenance requirements
 - Adopt an annual hotel licensing process
 - Two tier approach based on calls for service
 - Graduated inspection program
 - Fees limited to re-inspections
- Is this a priority for the Fiscal Year 2018 Budget?

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AI-2287

6.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: City Secretary

AGENDA CAPTION:

Consider Action To Approve **The June 20, 2017 Special Meeting Minutes And The June 27, 2017 Regular Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared the minutes for approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

June 202017 DRAFT Minutes

June 27 2017 DRAFT Minutes

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 20, 2017

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

5:00 PM Special Meeting

Present: Mayor Joe Chow; Mayor Pro Tempore Ivan Hughes; Deputy Mayor Pro Tempore Jim Duffy; Councilmember Al Angell; Councilmember Tom Braun; Councilmember Paul Walden; Councilmember Lori Ward

SPECIAL MEETING

1. Presentation And Discussion **Regarding The Town's Strategic Plan And Goal Setting.**

Mike Mowry from SGR presented a review of the pillars and the milestones established by the previous Council. Mr. Mowry stated this session would review those pillars, update as needed, create new pillars if needed, create new milestones for the next budget planning year and address any concerns Council had regarding the information included in the pillars.

Council agreed to create a new pillar for Asset Management. Council also agreed to move the East/West Connectivity under the Transportation Pillar. Council also agreed to reword this new milestone to add "with a focus on economic development" to include more items within the Town.

Council discussed attracting different groups to bring their special events to Addison and the opportunity add another special event to the 3 existing ones. Council discussed defining and promoting the Addison identity. Council agreed it may be prudent to add a Council liaison assignment to Special Event planning.

Council discussed Public Safety and promoting a safe environment in Addison. Council discussed using surveillance cameras in key neighborhood entrances and exits to help with monitoring. Council asked if funding could be found for that possibility. Chief Paul Spencer and Hamid Khaleghipour stated the idea had been researched previously and it was not cost effective. However with newer technology, the opportunity could be reviewed again for cost.

Council agreed the need to review the Town Ordinances for updating, ensuring the regulations are modernized to facilitate redevelopment.

Council agreed on the following 7 pillars and 9 milestones for the Fiscal Year 2018 budget planning:

Pillars:

- East/West Connectivity
- Entrepreneurship and Business Hub
- Excellence in Asset Management
- Excellence in Transportation Systems
- Gold Standard in Customer Service
- Gold Standard for Financial Health
- optimize the Addison Brand
- Gold Standard in Public Safety

Milestones:

- Economic Development focus on attracting and retaining entrepreneurship and high technology conferences
- Review Town's Ordinances and Regulations to modernize them and facilitate redevelopment
- Create an Asset Management Plan
- Develop a Cotton Belt Strategy
- Connectivity around the Town with a view toward Economic Development
- All roads in acceptable condition and well maintained
- Clarify and Protect the Addison Way
- Implementation and continuous development of Long Term Financial Plan
- Maximize use of cutting edge technology to enhance Public Safety

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Joe Chow

Attest:

City Secretary-Laura Bell

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 27, 2017

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

5:00 PM Executive Session

6:30 PM Work Session

7:30 PM Regular Meeting

Present: Mayor Jose Chow; Mayor Pro Tempore Ivan Hughes; Deputy Mayor Pro Tempore Jim Duffy; Councilmember Al Angell; Councilmember Tom Braun; Councilmember Paul Walden; Councilmember Lori Ward

Executive Session

1. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek.**
- **Destruction and permanent deletion of Town Newsletter Email List by: Former Mayor Todd Meier, Former Councilmember Dale Wilcox, Current Councilmember Paul Walden and Ms. Alicia Kan**
- **Former Mayor Todd Meier's contact with the Dallas County District Attorney's Office regarding alleged misuse of the Town Newsletter Email List**

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, sale or value of real property

• **4701 Roscoe Turner Drive, Addison, Texas 75001**

2. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Council recessed from Executive Session at 7:15 pm.

Mayor Chow stated there was no action to take on the items regarding the ponds or lakes at Virtuvian Park and the destruction or permanent deletion of the Town's newsletter.

Mayor Chow stated that in the best interest of the Town, Council decided to take no action on the item regarding Former Mayor Todd Meier's contact with the Dallas County District Attorney Office.

Mayor Pro Tempore Ivan Hughes moved to direct staff to pursue all avenues for acquisition of property located at 4701 Roscoe Turner Drive Addison, Texas 75001 as discussed in Executive Session. Deputy Mayor Pro Tempore Duffy seconded the motion. The vote was cast 7-0 in favor of the motion.

WORK SESSION

3. Present And Discuss **Changes To The Addison Police Department's Education Requirements For Applicants.**

Chief Paul Spencer presented the item to Council. Chief Spencer stated the item would discuss the opportunity to change the education requirements for Police applicants for the Town of Addison. Currently, applicants must have a bachelor's degree from an accredited college or university; **OR** possess at least three (3) years active duty prior military service or two (2) years full-time, paid sworn law enforcement experience are required to have (in lieu of a bachelor's degree, a minimum of sixty (60) semester hours credit from an accredited college or university).

Chief Spencer stated the higher education requirements was narrowing the field of applicants the Town was able to attract. Chief Spencer stated the requirements from neighboring cities were not as high as the Town of Addison. Chief Spencer stated there were several retirements expected in the next few years and the gap to fill

those spots would be harder to fill with the higher standards that are in place presently.

Council agreed that the requirements could be changed to attract candidates who may not apply with the higher education requirements.

City Manager Wes Pierson stated that education would still be a priority for the department. Certain education requirements would have to be met in order for promotion within the department.

Council discussed getting a quarterly update from the Chief as to the progress made with the new requirements during the next year.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

Mayor Pro Tempore Hughes requested Item #7 be pulled for separate consideration.

Councilmember Braun moved to approve Items #5,6,8 & 9 as submitted. Councilmember Walden seconded the motion. The vote

was cast 7-0 in favor of the motion.

Mayor Pro Tempore Hughes stated there was a minor edit to the bylaws attached. Where the bylaws stated "June 2015" the changes would read " first meeting in June or as soon thereafter as practicable".

Mayor Pro Tempore Hughes moved approval of Item #7 as amended. Deputy Mayor Pro Tempore Duffy seconded the motion. The vote was cast 7-0 in favor of the motion.

5. Consider **Approval Of The June 13, 2017 Regular Meeting Minutes.**

6. Consider Action On A Resolution To **Appoint Steve Mitchell, City Of Richardson Council Member, As The Primary Representative And Ivan Hughes As The Alternate Representative To The Regional Transportation Council Of The North Central Texas Council Of Governments.**

7. Consider Action To Approve A **Resolution To Amend The Finance Committee Bylaws.**

8. Consider Action To Approve A **Resolution Authorizing The City Manager To Execute An Amendment Number 1 To The Agreement Between The Town Of Addison And Garver LLC, For Airport On-Call Engineering Services In An Amount Not To Exceed \$80,000.**

9. Consider Action On A Resolution To Approve **An Engagement Letter With BKD, LLP To Perform The Fiscal Year 2016-2017 Audit And To Authorize The City Manager To Sign the Engagement Letter In An Amount Not To Exceed \$91,700.**

Regular Items

10. Present, Discuss, And Consider An **Ordinance Granting A Meritorious Exception From The Code Of Ordinances Chapter 62 Section 62-140. - Gasoline Signs For ExxonMobil Located At 3710 Belt Line Road On The Southeast Corner Of Belt Line Road And Marsh Lane, In Order To Permit Additional Signage Around The Fueling Islands.**

Assistant Director of Development Services Charles Goff presented the item to Council. Mr. Goff stated the ExxonMobil recently applied to upgrade their signage at the gas station on the southeast corner of Belt Line Road and Marsh Lane. Some elements were accepted, while others were denied based on the requirements of the Sign Code. The business is requesting a meritorious exception for numerous sign elements that would be placed beside and above each fuel pump. The pumps along Marsh would each have a red steel tube structure that is approximately 10 feet tall and 1.5 feet wide referred to in the plans as a "Small Wave." These would include multiple areas for signage and posters. The second row of pumps would also have a triangular "blade" sign above the dispenser. The canopy supports adjacent to each pump are shown to have a three-sided sign referred to as "Koala Ears" with places for three posters. Refer to the attached plan set for the exact design of each type of sign.

Section 62-140 is intended to limit signage to the pump or pump island itself. These proposed structures attract additional attention to the site and expand signage beyond the pump itself to the areas and elements around the pump island. Also, these elements provide signage beyond business or fuel identification, operational instructions and state requirement information.

Council discussed the advertisements on the proposed steel tube structures. Council agreed that if the new signage could eliminate the space for advertisements, that would be more acceptable.

The applicants' representative, Tommy Bell, stated that the extra advertisement space could be removed from the steel tube structures, the "small wave" signs and the "blade" signs would display the pump numbers. The "koala ear" signs could be eliminated all together.

Council agreed that this option would be acceptable. Mr. Goff stated since this option would meet the sign code regulations, there would be no need for the meritorious exception.

Mayor Pro Tempore Ivan Hughes moved to deny the request for a Meritorious Exception. Councilmember Tom Braun seconded the motion. The vote was cast 7-0 in favor of the motion.

Director of Special Events Mark Acevedo and Accounting Supervisor Ashley Boatright presented the item to Council.

Council discussed the how the new marketing strategy seemed to help boost attendance and how the weather affected the attendance numbers on Friday night. Council also discussed the revamped Special Guest area, the new ticket signage and the special tasting areas set up.

Council asked questions regarding the loss margin for the events and how it affected the balance in the hotel/motel fund. Staff stated between the two events (Taste and Oktoberfest), Taste historically saw a loss but the main strategy of the event was to drive in the business for the restaurants and hotels.

Council agreed the event for this year was very well planned and that the reputation of the event will take another few years to grow again to where it was in prior years.

12. Present, Discuss, And Consider Action On **Options To Address Flooding At The Intersection Of Sherlock Drive And Winter Park Drive.**

Assistant Director of Infrastructure Jason Shroyer presented the item to Council. Mr. Shroyer stated during recent rain events, the area of Winter Park Lane and Sherlock Drive experienced flooding that caused damage to one property and threatened another. Staff asked Halff Associates, Inc., to analyze the causes of the flooding and provide alternatives for reducing the flooding in that area. The intersection of the two streets is located in the lowest elevation portion of that area and is the collection point for 23 acres in that neighborhood. There are four 10' curb inlets, one 5' curb inlet, and a system of grate inlets in the immediate area. During recent heavy rain events, excess water had no place to go because there is no dedicated emergency overflow path for the excess runoff and the storm drain system lacks the capacity to handle the runoff from the 23 acres that drains to this area. This caused the water to go into one of the houses causing \$40,000 worth of damage and to get up to the garage of the other house.

The existing underground system downstream of this area consists of one 39" reinforced concrete pipe (RCP) with a capacity of approximately 110 cubic feet per second. Large storms, such as the

one in May 2015 in Addison, cause the system to "surcharge" or overflow causing it to accumulate and pond onto the area around the inlets. The depth of the water can reach over 3 feet. This can cause damage to structures and creates dangerous driving for vehicles, especially those responding to emergencies in the area during a storm.

Mr. Shroyer stated there were 6 different options to evaluate from the report. However, not all the options would eliminate the issue. Alternative #2, the recommended option, would allow for the installation of a parallel pipe to increase the capacity of the storm drain system. The piping system would begin at the intersection of Sherlock Drive and Winter Park Lane and continue to Belt Line Road. Staff stated this was the only alternative that brings the storm water system into compliance with the Towns drainage criteria.

Council discussed the need for a permanent solution to the issue. Staff also stated the homeowner was agreeable to the alternative #2.

Councilmember Walden moved to approve the item with the alternative #2 as recommended by staff. Mayor Pro Tempore Hughes seconded the motion. The vote was cast 7-0 in favor of the motion.

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Adjourn Meeting

Mayor-Joe Chow

Attest:

City Secretary-Laura Bell

AI-2288

7.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: City Manager

AGENDA CAPTION:

Consider Action On **A Resolution To Adopt A Revised Compensation Philosophy For The Town Of Addison.**

BACKGROUND:

In preparation for FY2018 budget discussions, staff presented an update regarding the Town's compensation program to Council at the June 29, 2017 Special Meeting. The presentation included a historical overview of merit and market adjustments for Town employees, a total compensation overview and survey results regarding the pay practices of Addison's comparison cities, and an update on the FY2017 certification pay study and next steps. Council then provided staff with changes to the adopted compensation philosophy.

The revised compensation philosophy is included in the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Compensation Philosophy

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS REVISING AND APPROVING THE TOWN'S COMPENSATION PHILOSOPHY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council met in a special work session on June 29, 2017 to review the Town's compensation philosophy; and

WHEREAS, the Council unanimously agreed that the Town's employees are its most important resource and it is vital to the Town's success that it have the ability to recruit and retain talented employees; and

WHEREAS, the Council has determined that it desires to formally adopt a revised compensation philosophy to communicate to current and future employees that the Town of Addison is committed to a competitive compensation plan.

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

Section 1. The Town of Addison Compensation Philosophy set forth below is hereby adopted and approved:

COMPENSATION PHILOSOPHY

The purpose of the merit and market pay plan is threefold:

- To encourage excellence in service by tying salary increases to job performance;
- To reward employees for their efforts and job performance; and
- To remain competitive with other metroplex cities in regards to the Town's compensation program by paying employees better than the average of our comparison cities.

We support an open range system in compliance with our compensation philosophy. We will annually budget for market and merit adjustments for compensation that are fair and sustainable.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

APPROVE AS TO FORM:

By: _____
Laura Bell, City Secretary
Attorney

By: _____
Brenda N. McDonald, City

AI-2276

8.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: General Services

AGENDA CAPTION:

Consider Action On **A Resolution To Approve A Purchase Agreement With ThyssenKrupp Elevator For The Modernization Of The Elevator Located At The Addison Service Center And Authroize The City Manager To Execute The Agreement** In An Amount Not To Exceed \$58,400.

BACKGROUND:

The purpose of this item is to approve a resolution for a purchase agreement with ThyssenKrupp Elevator Americas to modernize the operational components of the Service Center elevator. The elevator and its components are 30 years old and are due for replacement. The upgrade will address the controller leveling system, car wiring for a new microprocessor, replace the power unit, hoistway and traveling cable. The elevator car will remain the same.

The Town of Addison has a maintenance contract with ThyssenKrupp to maintain the safety and integrity of the elevator. The contract calls for ThyssenKrupp to perform all maintenance, repairs and upgrades thus, this is a sole source for this upgrade.

The amount of this purchase is not to exceed \$58,400. The budgeted amount for this item in the General Fund is \$73,504.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Purchase Agreement ThyssenKrupp

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND THYSSENKRUPP ELEVATOR CORPORATION IN AN AMOUNT NOT TO EXCEED \$58,400.00 FOR HYPOWER ELEVATOR MODERNIZATION AT THE ADDISON SERVICE CENTER, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Elevator Modernization Agreement between the Town of Addison and ThyssenKrupp Elevator Corporation in an amount not to exceed \$58,400.00 for HYpower elevator modernization at the Addison Service Center, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND THYSSENKRUPP ELEVATOR CORPORATION FOR HYPOWER MODERNIZATION

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2017 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **ThyssenKrupp Elevator Corporation**, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town sought services related to the modernization of an existing elevator ("Services"); and

WHEREAS, the Contractor submitted a statement of work ("SOW") to the Town for the provision of these Services; and

WHEREAS, the Contractor is a sole source provider of the Services required; and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the Services.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
The Services contemplated by this Agreement shall be completed no later than September 30, 2017, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no

EXHIBIT A

further obligations hereunder. Agreement may be terminated by the City at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, the Town agrees to pay Contractor an amount not to exceed **Fifty-Eight Thousand Four Hundred and No One Hundredths (\$58,400.00)** upon completion of the Services to the satisfaction of the Town. Payment shall be made in accordance with the Town's policies.

5. Confidentiality.

Contractor shall keep confidential all records, documents, or other materials that are requested by City, or required by law, rule, or regulation, to be so maintained, in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by City pursuant to this Agreement which City requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of City.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. Contractor Statement of Work, attached hereto as **Exhibit "A"**; and

EXHIBIT A

- c. Insurance Requirements, attached hereto as **Exhibit "B"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A", and Exhibit "B"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "A"**, and then **Exhibit "B"**, shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the City as provided in **Exhibit "B"**, attached hereto and incorporated herein for all purposes. Contractor, and shall present the City with a copy of their Certificate of Insurance, which shall name the City as an Additional Insured Party on its general liability and auto insurance policies. The Additional Insured Party shall be defended and indemnified for actions arising from Contractor's acts, actions, omissions or neglects, but shall not be defended or indemnified for its own acts, actions, omissions, neglects or bare allegations.

9. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

10. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY

EXHIBIT A

GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR'S DUTY TO INDEMNIFY DOES NOT APPLY TO CLAIMS OR LOSSES DETERMINED TO BE CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF THE INDEMNIFIED PARTY, THEIR EMPLOYEES OR THIRD PARTIES FOR WHOSE ACTIONS THEY ARE RESPONSIBLE. IN CASES INVOLVING THE RESPONSIBILITY OF MORE THAN ONE PARTY, EACH PARTY WILL BE RESPONSIBLE TO THE EXTENT NEGLIGENT. FURTHER, ANY DEFENSE OBLIGATIONS OF CONTRACTOR WILL BE PROVIDED UTILIZING COUNSEL OF CONTRACTOR'S OWN CHOOSING.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.

This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.

EXHIBIT A

12. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
13. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
14. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
15. Assignment.
This Agreement may not be assigned without the written agreement of both parties.
16. Sovereign Immunity.
The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
17. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: ThyssenKrupp Elevator, Inc.
 Lisa L. McLaughlin Little
 114 Town Park Drive, Ste. 300
 Kennesaw, Georgia 30144

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

EXHIBIT A

18. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

20. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

21. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

EXHIBIT A

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2017.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

THYSSENKRUPP ELEVATOR, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

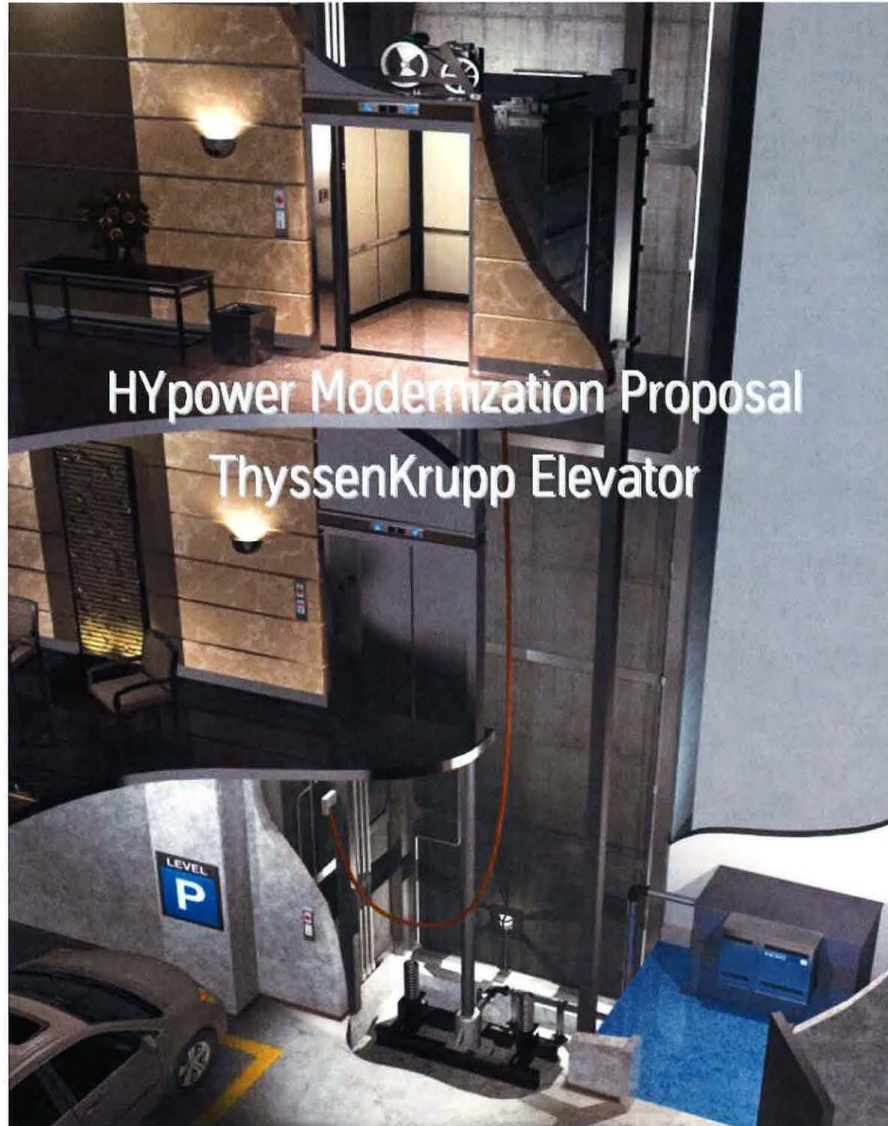
BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to he/she is the duly authorized representative for **Thyssenkrupp Elevator, Inc.** and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT A

EXHIBIT "A" Statement of Work



HYpower Proposal - ThyssenKrupp Elevator Americas

1 of 11

EXHIBIT A

ThyssenKrupp Elevator Americas



HYpower Proposal

June 12, 2017

Purchaser:	ADDISON SERVICE CENTER	Project Location:	ADDISON SERVICE CENTER
Address:	16801 WESTGROVE DRIVE	Project Address:	16801 WESTGROVE DRIVE
City/State/Zip:	ADDISON TX 75001	City/State/Zip:	ADDISON TX 75001

On behalf of ThyssenKrupp Elevator, I am pleased to quote \$58,400.00 (Sales Tax Not Included) to perform a HYpower modernization on elevators – **Elevator #1**, at the above referenced location as described in this multi-page proposal (the "Proposal"). This proposal is valid for 45 days.

If you have any questions or concerns, please do not hesitate to contact me at (214) 538-1682. We appreciate your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Richard P. Stenger'.

RICHARD STENGER
Sales Representative
c/o ThyssenKrupp Elevator
4355 Excel Parkway, Suite 800
Addison, TX 75001
richard.stenger@thyssenkrupp.com

EXHIBIT A

ThyssenKrupp Elevator Americas



SCOPE OF WORK

Controller Leveling System	<p>New TAC32 Controller - The elevator control system will be microprocessor based and software oriented. The system will operate in real time, continuously analyzing the cars changing position, condition, and workload and will include the following features:</p> <ul style="list-style-type: none">• Solid State Starter• Auto Fan/Light Shutoff• Battery Lowering• On Board Diagnostic tool• Tenant Security 3-1• Non-Proprietary• Owner's Manual & Job Specific Prints• Tape Selector with Steel Tape & Mounting Hardware for Leveling and Limits
Wiring Package	<p>All hoistway, machine room and car wiring, including traveling cable, will be replaced as necessary to fulfill the requirements of the new microprocessor controls. Reuse Existing Duct</p>
Power Unit	<p>New Submersible Power Unit. The power unit replacement includes the motor, pump, hydraulic valve, muffler, oil reservoir tank, hydraulic fluid, isolation assembly and all necessary hardware.</p>
Jack	<p>Reuse Existing Jack</p>
Piping	<p>All necessary pipe and fittings to connect the power unit to the jack unit shall be furnished. A new shutoff valve will be installed</p>
Oil	<p>BIODEGRADABLE OIL</p>
Car Sling/Platform	<p>Reuse Existing New Toe Guard to be Provided</p>
Car Guides	<p>Reuse Existing</p>
Cab Interior	<p>Reuse Existing</p>
Car Door Operation	<p>Provide new closed loop door operation features, designed to operate the car and hoistway doors simultaneously. Door movements will be electrically cushioned at both limits of travel.</p>
Car Door Restrictors	<p>Mechanical Door Restrictors will be provided in accordance with ANSI A17.1 Code.</p>
Door Protection	<p>Provide New Electronic Safety Edge</p>

EXHIBIT A

ThyssenKrupp Elevator Americas



Hoistway Entrances, Doors and Door Equipment	The existing hoistway door frames and door panels will be retained. The existing hoistway pickup rollers and interlocks will be reused.
Hoistway Jamb Braille	New ADA Compliant Braille plates will be installed on the existing hoistway entrance frames.
Car Operating Panel	A new Brushed Stainless Steel Car Operating Panel will be provided accommodating all features provided by the microprocessor based controls. The new car operating panel will be provided with new push buttons, ADA compliant telephone, car position indicator, emergency lighting and Braille
Car Arrival Lanterns	New Car Arrival Lanterns with Brushed Stainless Steel finish will be provided.
Floor Passing Signal	An ADA compliant audible signal will be provided to indicate to a passenger on the elevator that the elevator is stopping or passing a floor.
Alarm Bell	An emergency alarm bell will be connected to a plainly marked pushbutton in the elevator operating panel and to the battery operated emergency light device.
Hall Pushbuttons	New flushed mounted Brushed Stainless Steel hall pushbutton fixtures will be installed at each landing. The new fixtures will include the Fire Exiting signs. The main egress floor will contain the Fire Service keyswitch and required verbiage.
Hall Position Indicators & Lanterns	New Brushed Stainless Steel hall lanterns
Pit Ladders/Pit Equipment	Reuse Existing

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such changes shall be performed at an additional cost to Purchaser based on ThyssenKrupp Elevator's standard billing rates as posted in its local office.

It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

OUR PRODUCTS AND THE ENVIRONMENT

ThyssenKrupp elevator products are designed for efficiency and productivity. And, by truly understanding your needs and by incorporating innovative technology, we're able to offer elevators that are not only more productive and more efficient; they also demonstrate a deep respect for the environment. ThyssenKrupp elevator endeavors to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) are available for review at your request.

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

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ThyssenKrupp Elevator Americas



1. None

JOBSITE SPECIFIC CONDITIONS

1. No General Contractor, Electrical, Architectural, Mechanical or Cosmetic work is included.

Be advised of the following approximate and estimated lead times in effect as of the date of this proposal

Fabrication time from receipt of all approvals, fully executed contract, and payment of pre-production and engineering invoice:	8 - 10 Weeks
Modernization of elevator system: <i>(After completion of all required preparatory work by others)</i>	3 - 4 Weeks

Should the project completion occur after December 31, 2018, Purchaser agrees by executing this Proposal that the labor and material contained in this Proposal will be subject to escalation based on increased material and labor costs incurred by ThyssenKrupp Elevator after such date.

INSTALLATION SEQUENCE AND SCHEDULE

All work specified herein will be performed during "regular working hours of regular working days as is customary in the elevator industry" defined as 6:00 AM to 2:30 PM, except scheduled holidays.

All vertical transportation equipment described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal. Temporary elevator service is not included in this Proposal.

Prior to commencing work, ThyssenKrupp Elevator will provide Purchaser with a written work schedule. That schedule and any changes to it shall be agreed to by both parties' authorized representatives in writing before becoming effective.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this Proposal:

1. Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense
2. Electrical:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;

EXHIBIT A

ThyssenKrupp Elevator Americas



- b. the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
 - c. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - d. wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions
 - f. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - g. automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
 - h. electrical cross connections between elevator machine rooms for emergency power purposes
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
3. Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
4. Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
5. Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;
6. Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);
7. Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
8. Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
9. Painting: all painting, except as otherwise specifically included herein;
10. Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
11. If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;
12. If the hydraulic jack is replaced:
- a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator's labor rates as

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- posted in its local office along with the actual cost of any additional material plus 15%;
- b. adequate ingress and egress, including ramping, for a truck-mounted drill rig;
- c. removal of all dirt and debris from each hole location;
- d. in ground protection systems other than ThyssenKrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- f. engineering, provision and installation of methane barriers or coordination/access;
- g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
- h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment;
- i. any spoils or water testing; and
- j. the hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

ASBESTOS AND SAFETY

The Purchaser is solely responsible for the removal and disposal of asbestos containing material at the jobsite. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser will monitor ThyssenKrupp Elevator's work place and prior to and during ThyssenKrupp Elevator's manning of the job. Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees or those of ThyssenKrupp Elevator's subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. The Purchaser is solely responsible for ensuring that any governmentally-required safety provisions will be followed. ThyssenKrupp Elevator reserves the right to discontinue work on the jobsite whenever, in ThyssenKrupp Elevator's sole opinion, its personnel do not have a safe place to work.

PAYMENT TERMS

This proposal is based on the following payment terms:

Fifty Percent (50%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) will be due and payable as an initial progress payment within 30 days from ThyssenKrupp Elevator's receipt of a copy of this Proposal signed by the Purchaser. This initial payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement, and its receipt will trigger the ordering of material to complete the scope of work described on pages 2 and 3.

An additional Fifty Percent (50%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite, ThyssenKrupp Elevator staging facility, or any other location designated by the Purchaser at its sole expense. ThyssenKrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work described on pages 2 and 3.

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Any additional amount, including change orders, is due at the time of completion and approval by the local authority having jurisdiction (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit that is the subject of this Proposal, final payment shall be made separately as each unit is completed.

ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed and/or modernized pursuant to this Proposal until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full Proposal amount set forth on page 1 as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) along with all applicable change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2 % per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform safety, full load, Phase I and Phase II Fire Service tests (as applicable) to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes.

ThyssenKrupp Elevator will provide Purchaser with copies of reports generated in conjunction with completed tests.

ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry.

Should the Purchaser require performance of these tests outside the regular working hours of regular working days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a separate and additional proposal to accomplish those tasks at those times at an additional cost.

The price of this Proposal includes one (1) inspection by the local authority having jurisdiction. Should the local authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, the Purchaser shall be financially responsible for (A) addressing those items, (B) the cost of the additional inspection(s) by the local authority having jurisdiction and (C) the labor incurred by ThyssenKrupp Elevator to attend those additional inspections at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Should the Purchaser or the local authority having jurisdiction require ThyssenKrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate ThyssenKrupp Elevator for its time at ThyssenKrupp Elevator's current billing rate as posted at its local office.

ThyssenKrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal.

At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute

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ThyssenKrupp Elevator Americas



ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.

WARRANTY

ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

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TERMS AND CONDITIONS

All work described in this Proposal will be performed in a workmanlike manner and will include all labor and material as specified herein.

This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders have been made. In the event of any default by Purchaser with respect to any payment, or under any other provision of this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Proposal or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this Proposal shall be in the county in which the ThyssenKrupp Elevator branch office that is performing the work in question is located.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

Performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment described in this Proposal.

Should loss of or damage to ThyssenKrupp Elevator's materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp Elevator, unless such loss or damage is caused solely by ThyssenKrupp Elevator's negligence.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to this Proposal's price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or any equipment located in the elevator machine room and/or hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

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ThyssenKrupp Elevator Americas



Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or Proposals, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

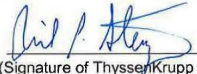
ThyssenKrupp Elevator Corporation:	ADDISON SERVICE CENTER:	ThyssenKrupp Elevator Corporation Approval:
<p>By: <u></u> (Signature of ThyssenKrupp Elevator Representative)</p> <p style="text-align: center;">Richard Stenger Sales Representative richard.stenger@thyssenkrupp.com</p> <p style="text-align: center;"><u>6/12/17</u> (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>

EXHIBIT A

EXHIBIT "B" Insurance Requirements

TOWN OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT REQUIREMENTS

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

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

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

TYPE OF INSURANCE

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

EXHIBIT A

3. **Business Auto Liability** Combined Single Limit **TOWN OF ADDISON to
to include coverage for: \$1,000,000** **be listed as
a) Owned/Leased** **ADDITIONAL INSURED
vehicles** **and provided 30 DAY
b) Non-owned vehicles** **NOTICE OF
c) Hired vehicles** **CANCELLATION or
material change in
coverage.
Insurance company
must be A:VII-rated or
above.**

AI-2275

9.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: General Services

AGENDA CAPTION:

Consider Action On **A Resolution To Approve A Purchase Agreement With SSD Systems Corporation For The Replacement And Update Of the Conference Centre And Theatre Centre Fire Detection And Alarm Upgrades And Authorize The City Manager To Execute The Agreement** In An Amount Not To Exceed \$76,164.28.

BACKGROUND:

The purpose of this item is to approve a resolution for a purchase agreement with SSD Systems Corporation for the replacement and upgrade of the fire detection and alarm system at the Conference Centre and Theatre Centre. The current alarm is the original system that was installed in 1991 as part of new construction. The system has become obsolete and is difficult to find replacement parts when repair is needed. The replacement alarm and detection system will have a feature that will allow the Theatre Centre to easily make use of haze in the theatre without the potential of activating the alarm. Both the Conference Centre and Theatre Centre will be connected under one system which will allow for both buildings to function as one during an emergency situation.

This project was bid and received two bids. The selected bid from SSD systems Corporation was not the low bid. The low bid was incomplete.

The amount of this purchase is not to exceed \$76,164.28. The budgeted amount for this item in the Hotel Fund is \$130,000.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Purchase Agreement SSD Systems

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND SSD SYSTEMS CORPORATION IN AN AMOUNT NOT TO EXCEED \$76,164.28 FOR FIRE DETECTION AND ALARM SYSTEM UPGRADES AT ADDISON CONFERENCE CENTRE AND ADDISON THEATRE CENTRE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Agreement between the Town of Addison and SSD Systems Corporation in an amount not to exceed \$76,164.28 for fire detection and alarm system upgrades at Addison Conference Centre and Addison Theatre Centre, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT BY AND BETWEEN
THE TOWN OF ADDISON, TEXAS AND
SSD SYSTEMS CORPORATION
FOR FIRE DETECTION AND ALARM SYSTEM UPGRADE**

This Agreement ("Agreement") is made and entered into this the 29th day of June, 2017 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **SSD Systems Corporation**, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town sought services related to fire detection improvements and alarm system upgrade at Addison Conference Center and Addison Theatre Center ("Services") through Request for Proposal #17-120 ("RFP #17-120"); and

WHEREAS, the Contractor submitted a statement of work ("SOW") to the Town in response to RFP #17-120 for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the Services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
The Services contemplated by this Agreement shall be completed no later than September 20, 2017, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

EXHIBIT A

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to Town, or Town's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to Town, and all of Town's property and materials in Contractor's possession or control belonging to Town. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, the Town agrees to pay Contractor in accordance with **Exhibit "A"** in an amount not to exceed **Seventy-Six Thousand One Hundred Sixty-Four and Twenty-Eight One Hundredths (\$76,164.28)** upon completion of the Services to the satisfaction of the Town. Payment shall be made in accordance with **Exhibit "B"**.

5. Confidentiality.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained, in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. Contractor Statement of Work, attached hereto as **Exhibit "A"**;
- c. Bid # 17-120, attached hereto as **Exhibit "B"**; and
- d. Insurance Requirements, attached hereto as **Exhibit "C"**.

EXHIBIT A

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A", Exhibit "B", and Exhibit "C"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "B", Exhibit "C", and Exhibit "A"**, shall prevail in that order.

7. Entire Agreement.
The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.
8. Insurance.
The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town as provided in **Exhibit "C"**, attached hereto and incorporated herein for all purposes. Contractor, and shall present the Town with a copy of their Certificate of Insurance, which shall name the Town as an additional insured party.
9. Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
10. INDEMNIFICATION.
CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT

EXHIBIT A

OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
12. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
13. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.
14. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on

EXHIBIT A

behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

15. Assignment.
This Agreement may not be assigned without the written agreement of both parties.
16. Sovereign Immunity.
The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
17. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:	Ingrid Russell 5507 West Houston St Sherman, TX 75092
If to Town, to:	Town of Addison Attn: Town Manager 5300 Belt Line Road Dallas, Texas 75254
18. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

EXHIBIT A

20. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

22. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

EXHIBIT A

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2017.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

SSD SYSTEMS CORPORATION

By: Sheila Affeld
Sheila Affeld, Vice President

Date: JUNE 29, 2017

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF Name §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Sheila Affeld** known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me she is the duly authorized representative for **SSD Systems Corporation** and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

See Attached Notary Certificate

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

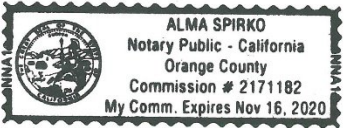
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On June 29, 2017 before me, Alma Spirko, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Sheila Affeld
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alma Spirko
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement Fire Alarm Upgrade Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A

EXHIBIT "A" Statement of Work



SSD Alarm

Addison Conference Center
15650 Addison Rd
Addison, TX 75001

6/27/2017
139094C

Thank you for the opportunity to provide our proposal on this important project. We have developed this proposal based on the plans, specifications and addendums provided to us for this project. Noted below are the key points outlined in our proposal.

Key Points

- System for Conference Center only

If you have any questions after review of this proposal, please do not hesitate to contact me. We look forward to working with you on this project.

Sincerely,

Ingrid Russell

Ingrid Russell
Security & Fire Consultant
903-421-6623
irussell@ssdalarm.com

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EXHIBIT A



SSD Alarm

SCOPE OF WORK

System proposed:

Voice evacuation with sprinkler monitoring. Manual pull stations are not required per code as the both buildings are sprinkled. Pull stations will be provided at the main entrance of each building and at a location in the studio theater and black box to be utilized during performances.

Haze Control:

The duct detection in the studio theater and black box area will have the ability to be bypassed during performances where haze is created. A switch bank at the main fire alarm panel location in the theater building will provide the capability for authorized personnel to activate the bypass function. This is not a timed function, theater personnel will be responsible to restore the system to a normal condition once the haze has been fully evacuated. Should an emergency occur during a performance the manual pull station within the theater will allow personnel to evacuate the buildings and notify the monitoring station and fire department. The studio theater and the black box area will have the ability to bypass the duct detection independently.

One system versus two systems:

Having both under one system will allow for both buildings to function as one during an emergency situation, in addition to a fire, weather, active shooter or any other emergency can be controlled for both buildings through the voice capability of the system. With one system, only one monitoring account and one fire alarm control panel to maintain.

The drawback would be that both buildings would evacuate regardless of which building is in alarm.

Two systems would allow for the buildings to work independently of each other during an emergency. To include evacuation or shelter in place scenarios. With two systems, two monitoring accounts and two fire alarm panels would be required.

INCLUSIONS

- Labor to install system as described in this proposal
- Engineering
- Lift
- Training
- Programming
- Materials as listed in this proposal
- WARRANTY ONE YEAR PARTS AND LABOR

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EXHIBIT A



SSD Alarm

EXCLUSIONS AND CLARIFICATIONS

- CAD files to be provided to SSD Systems at no additional cost
- Any devices required by the AHJ, owner or architect that are in addition to those listed in this proposal are subject to a change order
- 120V AC power at main panel and any remote power supplies
- All trench and underground conduit provided by others
- Phone lines or network connections provided at the main control panel if applicable
- Plan check and permit fees
- All fire/smoke dampers are excluded
- Any patching, painting, replacement of ceiling tiles, wall covering repair is excluded
- Itemized list of equipment and scope of work with Inclusions and Exclusions must appear on install contract
- Union or prevailing wage is not included. If required, additional cost will apply.
- Bond fees and bonding

EQUIPMENT LIST

Fire Alarm System

<u>Qty</u>	<u>Description</u>
1	FIREWARDEN-100-2 CONTROL PANEL
2	PHONE CORD MODULAR TO MODULAR
1	POWER EXPANSION TRANSFORMERS
1	PULL STATION ADDRESS FOR FIREWARDEN
1	REMOTE LCD 80 CHAR ANNUNCI
1	ADDRESSABLE CONTROL MODULE
2	MONITOR MODULE ADDRESSABLE
2	YUASA 12V 18AH BATTERY
2	DITEK SURGE PROTECTOR
1	ADDRESSABLE RELAY MODULE
1	EST HI/LO RELAY SINGLE W/SPDT
1	PHOTO DETECTOR W/BASE ADDRESSABLE
3	SYS SENSOR DUCT DET NO RELAY/SMOKE
3	NOTIFIER DUCT DETETOR W/REMOTE TEST
3	SYSTEM SENSOR DUCT SAMPLING TUBE 5'
3	SYS SENSOR REMOTE TEST STATION W/KE
3	ADDRESSABLE RELAY MODULE
5	SYS SENSOR 12/24V CEILING STROBE WH
22	SYS SENSOR SPEAKER STROBE
1	SYS SENSOR SPKR STRB HI DB WALL RED
1	8.0AMPS 120VAC REMOTE CHARG.PWR SUP

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EXHIBIT A



SSD Alarm

- 2 MK 12V 7AH BATTERY
- 1 NOTIFIER BACK UP DIGITAL AMP F/25V
- 1 NOTIFIER VOICE EVAC 50WATT 25V 120V
- 2 MK 12V 12AMP BATTERY
- 1 NOTIFIER REMOTE MICROPHONE
- 55 BACK BOXES
- 2 PHONE JACK
- 1 PROGRAMMING
- Lot RED 16/2 SOLID FIRE PLENUM WIRE
- 1 TEST AND INSPECTION
- 1 TRAINING
- 1 REMOVAL OF EXISTING SYSTEM
- Lot WIRE 16/2 FPLP PLENUM WIRE W/OAS
- Lot FIRE 14/2 PLENUM FIRE WIRE RED

INVESTMENT SUMMARY

PURCHASE

System Investment	\$25,018.96
Sales Tax (Excluded)	
Total System Investment	\$25,018.96

INVESTMENT CLAUSES

- This proposal is valid for 90 days

By signing below, I acknowledge receipt and acceptance of all terms and conditions throughout this proposal.

Accepted by: _____ Date: _____
Print Name: _____ Title: _____
SSD Representative: Ingrid Russell 899831
SSD Approved by: _____

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EXHIBIT A



SSD Alarm

Addison Conference Center
15650 Addison Rd
Addison, TX 75001

6/27/2017
139094B

Thank you for the opportunity to provide our proposal on this important project. We have developed this proposal based on the plans, specifications and addendums provided to us for this project. Noted below are the key points outlined in our proposal.

Key Points

- System for Theatre only

If you have any questions after review of this proposal, please do not hesitate to contact me. We look forward to working with you on this project.

Sincerely,

Ingrid Russell

Ingrid Russell
Security & Fire Consultant
903-421-6623
irussell@ssdalarm.com

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EXHIBIT A



SSD Alarm

SCOPE OF WORK

System proposed:

Voice evacuation with sprinkler monitoring. Manual pull stations are not required per code as the both buildings are sprinkled. Pull stations will be provided at the main entrance of each building and at a location in the studio theater and black box to be utilized during performances.

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The drawback would be that both buildings would evacuate regardless of which building is in alarm.

Two systems would allow for the buildings to work independently of each other during an emergency. To include evacuation or shelter in place scenarios. With two systems, two monitoring accounts and two fire alarm panels would be required.

INCLUSIONS

- Labor to install system as described in this proposal
- Engineering
- Lift
- Project Management
- Training
- Programming
- Materials as listed in this proposal
- WARRANTY ONE YEAR PARTS AND LABOR

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EXHIBIT A



SSD Alarm

EXCLUSIONS AND CLARIFICATIONS

- CAD files to be provided to SSD Systems at no additional cost
- Any devices required by the AHJ, owner or architect that are in addition to those listed in this proposal are subject to a change order
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- All trench and underground conduit provided by others
- Phone lines or network connections provided at the main control panel if applicable
- Plan check and permit fees
- All fire/smoke dampers are excluded
- Any patching, painting, replacement of ceiling tiles, wall covering repair is excluded
- Itemized list of equipment and scope of work with Inclusions and Exclusions must appear on install contract
- Union or prevailing wage is not included. If required, additional cost will apply.
- Bond fees and bonding

EQUIPMENT LIST

Fire Alarm System

<u>Qty</u>	<u>Description</u>
1	FIREWARDEN-100-2 CONTROL PANEL
1	POWER EXPANSION TRANSFORMERS
2	PHOTO DETECTOR W/BASE ADDRESSABLE
3	PULL STATION ADDRESS FOR FIREWARDEN
1	ADDRESSABLE CONTROL MODULE
10	MONITOR MODULE ADDRESSABLE
3	THERMAL DETECTOR FIXED TEMP W/ BASE
2	YUASA 12V 18AH BATTERY
3	DITEK SURGE PROTECTOR
3	ADDRESSABLE RELAY MODULE
3	EST HI/LO RELAY SINGLE W/SPDT
10	SYS SENSOR DUCT DET NO RELAY/SMOKE
10	NOTIFIER DUCT DETETOR W/REMOTE TEST
10	SYSTEM SENSOR DUCT SAMPLING TUBE 5'
10	SYS SENSOR REMOTE TEST STATION W/KE
10	ADDRESSABLE RELAY MODULE
12	SYS SENSOR 12/24V CEILING STROBE WH
43	SYS SENSOR SPEAKER STROBE
10	SYS SENSOR SPEAKER
2	SYS SENSOR SPKR STRB HI DB WALL RED
1	8.0AMPS 120VAC REMOTE CHARG.PWR SUP

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EXHIBIT A



SSD Alarm

- 2 MK 12V 7AH BATTERY
- 1 NOTIFIER VOICE EVAC 50WATT 25V 120V
- 1 NOTIFIER BACK UP DIGITAL AMP F/25V
- 1 ASSY,FNL,6 ZONE CIRCUIT EXPANDER
- 2 MK 12V 12AMP BATTERY
- 1 SURFACE MOUNT BACKBOX
- 1 80 CHARACTER DISPLAY ANNUNCIATOR
- 1 TRIM RING FOR ABS-2D, BLACK
- 1 ONYX SERIES ACS ANNUNCIATOR
- 2 PHONE CORD MODULAR TO MODULAR
- 1 PROGRAMMING
- 2 PHONE JACK
- 1 TEST AND INSPECTION
- 1 TRAINING
- 1 REMOVAL OF EXISTING SYSTEM
- 100 BACK BOXES
- Lot RED 16/2 SOLID FIRE PLENUM WIRE
- Lot WIRE 16/2 FPLP PLENUM WIRE W/OAS
- Lot FIRE 14/2 PLENUM FIRE WIRE RED

INVESTMENT SUMMARY PURCHASE

System Investment	\$49,721.72
Sales Tax (Excluded)	
Total System Investment	\$49,721.72

INVESTMENT CLAUSES

- This proposal is valid for 90 days

By signing below, I acknowledge receipt and acceptance of all terms and conditions throughout this proposal.

Accepted by: _____ Date: _____
Print Name: _____ Title: _____
SSD Representative: Ingrid Russell 899831
SSD Approved by: _____

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EXHIBIT A

**EXHIBIT "B"
RFP# 17-120**

Town of Addison

8 17-120

Solicitation 17-120

Addison Conference Centre and Addison Theatre Centre

Bid Designation: Public



Town of Addison

3/23/2017 1:47 PM

p. 1

Purchase Agreement (SSD Alarm)

Page 17

EXHIBIT A

Town of Addison

Bid 17-120

Bid 17-120 Addison Conference Centre and Addison Theatre Centre

Bid Number	17-120
Bid Title	Addison Conference Centre and Addison Theatre Centre
Bid Start Date	Mar 23, 2017 2:45:56 PM CDT
Bid End Date	Apr 25, 2017 2:00:00 PM CDT
Question & Answer End Date	Apr 19, 2017 12:00:00 PM CDT
Bid Contact	Wii Newcomer Purchasing Manager
Pre-Bid Conference	Apr 6, 2017 9:00:00 AM CDT Attendance is mandatory Location: Addison Conference Centre 15650 Addison Rd. Addison, Tx 75001

Description
*NO FAX OR EMAIL SUBMITTALS WILL BE ACCEPTED.

3/23/2017 1:47 PM

p. 2

EXHIBIT A

Town of Addison

Bid 17-120



Town of Addison, Texas

Request for Proposal (RFP)

RFP 17-120

Fire Detection and Alarm System Upgrade for:

Addison Conference Centre and Addison Theatre Centre

**Proposals are due by April 25, 2017
2:00 P.M. local time**

3/23/2017 1:47 PM

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EXHIBIT A

Town of Addison

Bid 17-120



FINANCE DEPARTMENT / PURCHASING DIVISION
5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001
(972) 450-7091 – Fax (972) 450-7065

REQUEST FOR PROPOSALS

The Town of Addison General Services Department is accepting proposals from all qualified and interested parties for the installation of a fire detection and alarm system in this two building complex located at 15650 Addison Road, Addison, TX 75001. Vendor will provide all applicable equipment and services to install and make operable a system that is compliant with the National Fire Protection Association alarm and signal codes as well as all State of Texas and Town of Addison codes.

Proposal Number: 17-120

Proposal Name: Fire Detection and Alarm Upgrades: Addison Conference Centre and Addison Theatre Centre

Mandatory Pre Bid Addison Conference Centre
April 6, 2017 9:00 AM.
15650 Addison Road
Addison, Texas 75001

Note: In order to bid, contractors must attend the pre bid conference and tour all of the buildings to be cleaned. No one will be admitted after the conference begins, so please plan to arrive about fifteen minutes early.

Proposals Due: April 25, 2017, 2:00 pm local time
Addison Finance Building
5350 Belt Line Road
Addison Texas 75254

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

Questions concerning the RFP are to be asked via www.Bidsync.com. This insures everyone sees the same questions and answers.

3/23/2017 1:47 PM

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EXHIBIT A

Town of Addison

Bid 17-120

TOWN OF ADDISON REQUEST FOR PROPOSALS NO. 17-120 FIRE DETECTION AND ALARM UPGRADE

INTENT

The Town of Addison General Services Department is soliciting sealed written proposals from qualified vendors for the turn-key installation of a Fire Detection and Alarm Upgrade for the Addison Conference and Theatre Centre located at 15650 Addison Road, Addison, TX 75001. All Equipment proposed for this project shall be specified in the proposal. In addition, vendors shall submit an estimated timeframe to complete the installation in number of business days.

AWARD

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town. Once awarded by Council, the vendor will be notified to proceed with work.

REQUIREMENTS FOR RFP NO. 17-120 FIRE DETECTION AND ALARM UPGRADE: ADDISON CONFERENCE AND THEATRE CENTRE

All proposals shall be in compliance with the with the National Fire Protection Association alarm and signal codes as well as all State of Texas and Town of Addison codes. All proposals shall comply with current Town of Addison Fire Department requirements for submittals. System will need to meet code including the activation of visual and audible alarms to alert the building occupants and sending the appropriate alarm/trouble signal to the alarm monitoring company. Firms must have a current Fire Alarm License (Fire Alarm Certification of Registration from the Texas Department of Insurance).

Two websites that will be helpful are below:

Addison Fire Department Installation Requirements:
[https://addisontexas.net/ckeditorfiles/files/forms/Fire%20Department/Fire Prevention files/Addison%20Fire%20Alarm%20Installation%20Requirements\(1\).pdf](https://addisontexas.net/ckeditorfiles/files/forms/Fire%20Department/Fire%20Prevention%20files/Addison%20Fire%20Alarm%20Installation%20Requirements(1).pdf)

Texas Insurance Code Chapter 6002:
<http://www.tdi.texas.gov/fire/documents/fmstatalarm.pdf>

PROPOSAL EVALUATION PROCESS

Proposals will be consistently evaluated and scored using the following weighted criteria:

- Proposer's reputation based on reference checks and examination of reference properties
- Experience in performance of comparable engagements
- Conformance with the terms of this Request for Proposal
- Proposed system

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- Reasonableness of costs to install and operate

Proposals shall be kept confidential until a contract is awarded.

MAXIMUM PROPOSAL GRADE IS 100 POINTS

30 Points:

- Ability of the equipment to meet the Town's requirements. Ease of use and operation of the system.

50 Points:

- Total cost, with consideration of both acquisition cost as well as ongoing operational costs.

20 Points:

- Experience in performance in comparable projects, ability to support user's needs, results of reference checks, level, quality and type of training and technical assistance provided.

Evaluation Criteria

- The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the Town of Addison.
- Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending with involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The Town of Addison reserves the right to reject any proposal based upon the vendor's prior history with the Town or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- Clarification discussions may, at the Town's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

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INSTRUCTIONS TO PROPOSERS

1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

- 1.1 **Proposers are required to submit three (3) paper versions of their proposal and one digital version on a USB memory stick.** Proposals should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75254 to the attention of Wil Newcomer by April 25, 2017, 2 pm local time. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Road, Dallas, Texas, 75254. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (RFP 17-120 Fire Detection and Alarm Upgrade: Addison Conference and Theatre Centre). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Bidders are responsible for making certain bids are delivered to the purchasing division. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

2.0 ADDENDA AND EXPLANATIONS

- 2.1 Any addendums will be posted via www.Bidsync.com. It is the sole responsibility of the vendors to check for addendums.

3.0 TAXES

- 3.1 All proposals are required to be submitted **without** State Sales tax. The Town of Addison is exempt from payment of such taxes.

4.0 SCOPE OF WORK

- 4.1 The work under this contract shall consist of the services contained in the proposal, including all materials, equipment, labor and other items/services necessary to complete said work in accordance with the bid documents. List all items in the proposal that vendor intends to reuse from the old system, if any.

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- 4.2 The existing system was installed in approximately 1991 and covers both buildings. Proposer shall include in their fee the removal and disposal of out of date items from old system.
- 4.3 These are both highly visible buildings where the aesthetic is very important. All wiring shall be hidden or through existing runs to the greatest extent possible. Use of existing device mounting locations shall be used if possible and compliant to code.
- 4.4 Vendor shall propose a system that connects to a single fire panel with a notifier in the Conference Centre, similar to the existing configuration.

As an alternate, the vendor shall propose a system that functions independently in each of the two buildings. Additionally, they shall provide pros and cons of each system design.
- 4.5 Provide a location diagram that lists the location of each device including but not limited to, Addressable smoke detectors, heat detectors, strobes, horn strobes, pull stations, control panel, power supply, notifiers and other proposed equipment. Site plans are attached to this document.
- 4.6 A shunt tips system is required in the Theatre to disable the power to the sound system and speakers when the fire alarm is activated.
- 4.7 Haze is periodically used in the Theatre Main Space and Studio Theatre. Propose how haze may be used in the Theatre without setting off the fire alarm.

5.0 PROPOSING

- 5.1 Proposers are instructed to consider the following factors in preparation of your proposal:
 - a. Proposals shall remain firm for a period of 60 calendar days after the scheduled bid opening.
 - b. Proposers are instructed to include all necessary charges, related to this proposal.
 - c. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.
 - d. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.
- 5.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered

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as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

6.0 AWARD OF CONTRACT

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

7.0 PROPOSAL FORMAT

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

Introduction

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

Descriptive Literature

Describe, in detail, the system you propose to install in each building, if the two buildings are a connected or independent system and your recommendation and reasoning. Provide complete descriptive literature for the substantial items in the system. Include a detail list of the scope of work to be performed. Outline the timeframe you propose to complete the project. Note any equipment that you intend to reuse, if any, from the existing system.

References

This section shall contain names of at least five organizations, most preferable local governmental entities for which you have provided a similar system. Please include organization name, address, telephone number and contact person.

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

Fee Structure

Provide a fee schedule for your services. Include in this fee schedule a cost for a connected system (one system for both buildings) and an alternative price for two independent systems (one standalone system for each building).

Contract

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

8.0 INSURANCE REQUIREMENTS

8.1 See attached.

8.2 Contractor shall provide the following endorsements:

- a. The Town shall be named as an additional insured with respect to general liability, automobile liability and builders risk coverages. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.
- b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions and severability of interest clauses.
- c. A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation, builders risk, and all liability policies with respect to the worker's compensation insurance and all other insurance policies
- d. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
- e. All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- f. All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- h. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.
- i. Insurance must be purchased from insurers that are financially acceptable to the Town.
- j. The Town shall be named as a joint loss payee in the builders risk policy.

8.3 All insurance shall be purchased from an insurance company, which meets the following requirement:

- a. Must be issued by a carrier, which is rated "A-" or better by A.M. Best's Key Rating Guide.

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- b. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

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

- a. The company is licensed and admitted to do business in the state of Texas.
- b. The Texas State Board of Insurance has approved the company's forms.
- c. Sets forth all endorsements as required above.
- d. The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.

9.0 NON DISCRIMINATION POLICY

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

10.0 PAYMENT FOR SERVICES

- 10.1 All invoices shall be address to:
Town of Addison, Accounts Payable
P.O. Box 9010
Addison, Texas 75001-9010
Attention: General Services-Fire Detection and Alarm Upgrade: Addison Conference and Theatre Centre
- 10.2 Payment from the Town of Addison for work performed in accordance with the Agreement shall be due thirty (30) days from receipt of the monthly invoice, as provided for by State law.
- 10.3 Rights of Withholding: The Town reserves the right to withhold any payment or partial payment otherwise due the Contractor for any unsatisfactory performance or damage by the Contractor. This amount shall be withheld until such work is corrected.

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- 10.4 Acceptance of Payment: The acceptance of each monthly payment by the Contractor shall constitute a waiver of all claims, of any nature, by the Contractor against the Town.

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REQUEST FOR PROPOSAL STATEMENT AND SUBMISSION CHECKLIST

PROPOSER: _____
Company Name

ADDRESS: _____
Number & Street City, State, Zip Code

PROJECT: Fire Detection and Alarm Upgrade: Addison Conference and Theatre Centre – RFP No. 17-120

All Proposers must provide the following information: (Those proposers failing to complete the Qualifications of Proposer Statement packet may be disqualified.)

Pursuant to Contract Documents and information for prospective proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that the purpose is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included, and further, guarantee the trust and accuracy of all statements hereinafter made, and will accept your determination of qualifications without prejudice. The surety herein name, and any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom I/we have done business, or who have extended any credit to me/us are hereby authorized to furnish you with any information you may request concerning me/us, including, but not limited to information concerning performance on previous work and my/our credit standing with any of them; and I/we hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signature _____ Date _____
Contractor/Proposer

Print Name _____
Contractor/Proposer

Title _____

Items to be furnished (4 copies):

- A. Request for Proposal Statement
- B. Qualification of Proposer Statement
- C. Certification of Compliance with terms and conditions of RFP (signed)
- D. Customer/Reference List (Enclosed in sealed envelope marked "Confidential")
- E. Proposed Scope of Work

To be completed and furnished by appropriate Insurance Agent:

- A. Insurance Requirement Affidavit

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CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES _____ I agree. NO _____ Exceptions noted below:

Signature _____ Date _____
Contractor/Proposer

Print Name _____
Contractor/Proposer

Title _____

EXCEPTION SUMMARY FORM

RFP SECTION #	RFP PAGE #	EXCEPTION (Provide a Detailed Explanation)

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REFERENCE LIST

(Enclose in a sealed envelope marked "Reference List – Confidential")
Minimum five (5)

<u>NAME OF ORGANIZATION</u>	<u>CONTACT NAME</u>	<u>PHONE #</u>	<u>SQ. FEET</u>	<u>TYPE*</u>
-----------------------------	---------------------	----------------	-----------------	--------------

1.

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PROPOSED SCOPE OF WORK (Attach proposal and fees)

Proposal 1 (Connected System)

Connected System	S
-------------------------	----------

Alternate Proposal 2 (Independent Systems)

Conference Centre	S
Theatre Centre	S

Describe how you will resolve haze being used during productions in the Main Space and Studio Theatre:

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RFP #17-120 Fire Detection and Alarm Upgrade INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent

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

Agent's Signature

Agent's Name Printed

Name of Insurance Carrier

Phone Number of Agent

Address of Agency

City, State, Zip

Vendor's Name

SUBSCRIBED AND SWORN to before me by the above named

on this _____ day of _____, 2016.

Notary Public

Note to Proposer:

This form cannot be submitted with your proposal as it must be completed by your insurance agent. Fax this form to your insurance agent and have them fax it to the Town of Addison at 972-450-7065. This form must be received by Purchasing before or within 48 hours of the bid closing date.

Note to Agent:

If this time requirement is not met, The Town of Addison has the right to declare this vendor non-responsive and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager at 972-450-7091.

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**SAMPLE FORMS
ATTACHED**

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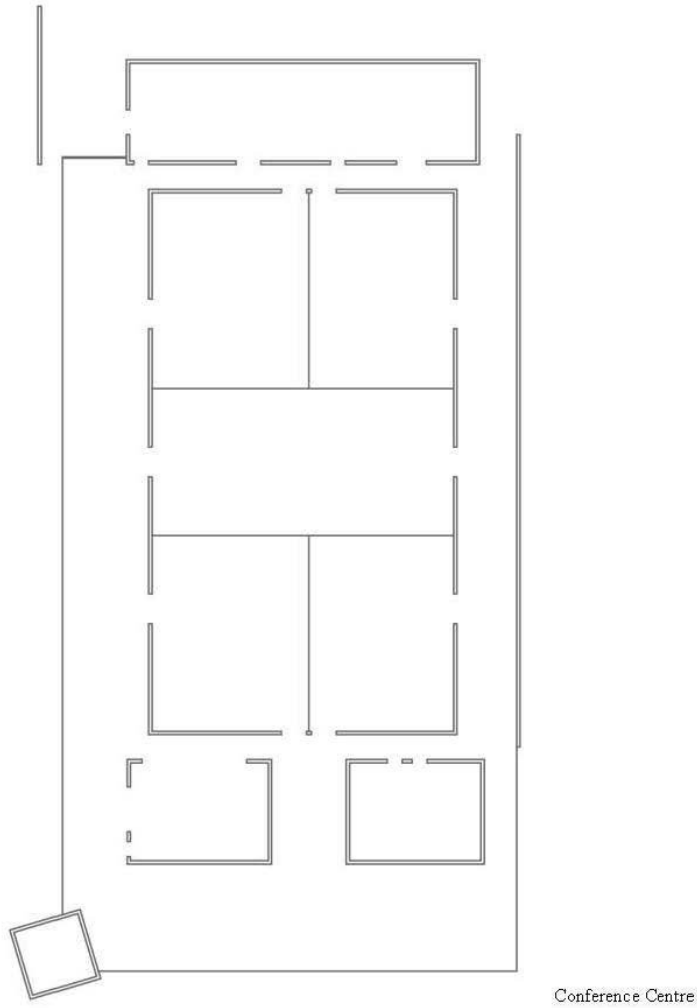
Purchase Agreement (SSD Alarm)

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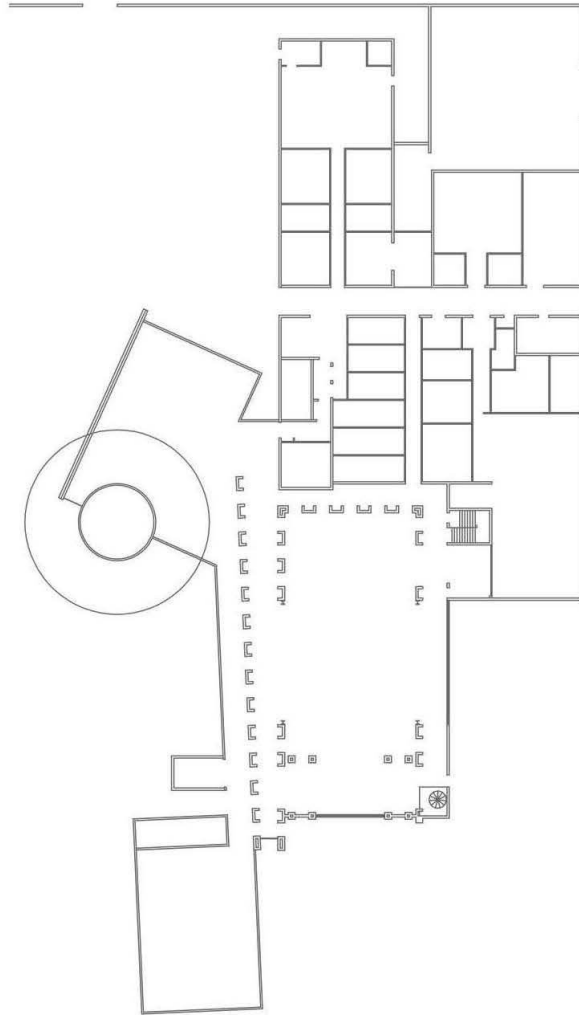
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Theatre Centre

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REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

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17. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. **FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. **PATENTS:** Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. **VENUE:** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. **TERMINATION FOR CAUSE OR CONVENIENCE:** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. **FORCE MAJEURE:** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. **BAFO:** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. **PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION:** Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

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during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

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EXHIBIT A

Town of Addison

Bid 17-120

CITY OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

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

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

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

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

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

With respect to the foregoing insurance,

- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.

EXHIBIT A

Town of Addison

Bid 17-120

2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

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

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

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

AGREEMENT

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

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ Date: _____

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EXHIBIT A

Town of Addison

Bid 17-120

Town of Addison

Indemnification Agreement

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

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

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

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EXHIBIT A

Town of Addison

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

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

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

Project/Bid#:

Company Name:

Signature:

Date:

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EXHIBIT A

Town of Addison

Bid 17-120



Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

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EXHIBIT A

Town of Addison

Bid 17-120

Information and Instruction Form

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

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

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

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse**

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EXHIBIT A

Town of Addison

Bid 17-120

Auctions ONLY, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

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

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

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

Town of Addison
5350 Beltline Road
Addison, TX 75001
Attn: Purchasing Department

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

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

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

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

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

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EXHIBIT A

Town of Addison

Bid 17-120

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

Town of Addison

Bid 17-120

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

Signature: Date:

Title:

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

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EXHIBIT A

Town of Addison

Bid 17-120

Question and Answers for Bid #17-120 - Addison Conference Centre and Addison Theatre Centre

Overall Bid Questions

There are no questions associated with this bid.

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EXHIBIT A

EXHIBIT "C" Insurance Requirements

TOWN OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT REQUIREMENTS

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

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

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

TYPE OF INSURANCE

	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000
2.	Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000

TOWN OF ADDISON to be provided a **WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION** or material change in coverage. Insurance company must be A-:VII rated or above.

TOWN OF ADDISON to be listed as **ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION** or material change in coverage. Insurance company must be A-:VII rated or above.

EXHIBIT A

3. **Business Auto Liability** Combined Single Limit **TOWN OF ADDISON to**
to include coverage for: \$1,000,000 **be listed as**
a) Owned/Leased **ADDITIONAL INSURED**
vehicles **and provided 30 DAY**
b) Non-owned vehicles **NOTICE OF**
c) Hired vehicles **CANCELLATION or**
material change in
coverage.
Insurance company
must be A:VII-rated or
above.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: General Services

AGENDA CAPTION:

Consider Action On **A Resolution To Approve A Purchase Agreement With Simon Roofing And Sheet Metal For The Restoration Of The Conference Centre And Theatre Centre Roofs And Authorize The City Manager To Execute The Agreement** In An Amount Not To Exceed \$427,494.

BACKGROUND:

The purpose of this item is to approve a resolution to enter into a purchase agreement with Simon Roofing and Sheet Metal for the restoration of roof areas of the Addison Conference Centre and the Addison Theatre Centre. The majority of the roofs on these two buildings are the original roofs that are now 25 years old. The roofs on both facilities are experiencing frequent and damaging leaks. Where they have been patched and repaired over the years in areas that leak, it is now time for a major restoration. The replacement roof will be an energy efficient material that will help reflect heat and keep the roof areas cooler thus reducing energy consumption. Reference checks on Simon Roofing resulted in their performance being highly recommended by such entities as the City of Lewisville, University of North Texas and University of Texas at Dallas.

The purchase is being made on a contract through The Interlocal Purchasing System (TIPS), an agency that bids out services and products for its members to provide the leverage to achieve better pricing on products, equipment, and services.

The amount of this purchase is not to exceed \$427,494. The budgeted amount for this item in the Hotel Fund was \$306,450. The overage of \$121,044 will be absorbed through a combination of the operating budgets and savings for the Conference Centre and Theatre Centre.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Roofing

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND SIMON ROOFING AND SHEET METAL IN AN AMOUNT NOT TO EXCEED \$427,493.90 FOR ROOF RESTORATION AT THE ADDISON CONFERENCE CENTER AND THEATRE CENTRE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Agreement between the Town of Addison and Simon Roofing and Sheet Metal in an amount not to exceed \$427,493.90 for Roof restoration at the Addison Conference Center and Theatre Centre, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT BY AND BETWEEN
THE TOWN OF ADDISON, TEXAS AND
SIMON ROOFING AND SHEET METAL
FOR THE RESTORATION OF ADDISON CONFERENCE CENTER AND ADDISON
THEATRE CENTER ROOFS**

This Agreement ("Agreement") is made and entered into this the 30th day of **June, 2017** ("**Effective Date**"), is by and between the **Town of Addison, Texas**, hereinafter called ("**Town**"), a home rule Texas municipal corporation, and **Simon Roofing and Sheet Metal**, hereinafter called ("**Contractor**").

WITNESSETH:

WHEREAS, the Town sought services related to the restoration of Addison Conference Center and Addison Theatre Center roofs ("**Services**"); and

WHEREAS, the Town identified Contractor through the The Interlocal Purchasing System ("**TIPS**") Cooperative Contract Number 1012116; and

WHEREAS, Contractor submitted a statement of work ("**SOW**") to the Town for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the Services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
The Services contemplated by this Agreement shall be completed no later than September 20, 2017, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the Town

EXHIBIT A

at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure or begin to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to Town, or Town's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to Town, and all of Town's property and materials in Contractor's possession or control belonging to Town. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, the Town agrees to pay Contractor in accordance with **Exhibit "A"** in an amount not to exceed **Four Hundred Thousand Twenty-Seven Four Hundred Ninety-Three and Ninety One Hundredths (\$427,493.90)** upon completion of the Services to the satisfaction of the Town. Payment shall be made in accordance with **Town policy**.

5. Confidentiality.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained, in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

EXHIBIT A

- a. This Agreement;
- b. Contractor Statement of Work, attached hereto as **Exhibit "A"**;
- c. Insurance Requirements, attached hereto as **Exhibit "B"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"** and **Exhibit "B"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "B"**, and then **Exhibit "A"**, shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town as provided in **Exhibit "B"**, attached hereto and incorporated herein for all purposes. Contractor, and shall present the Town with a copy of their Certificate of Insurance, which shall name the Town as an additional insured party.

9. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

10. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING

EXHIBIT A

SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. IN THE EVENT TOWN ELECTS TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE, THEN CONTRACTOR SHALL REIMBURSE TOWN FOR ALL COSTS IN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
12. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
13. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.
14. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and

EXHIBIT A

that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

15. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

16. Sovereign Immunity.

The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:

Mike Perry
VP of SR Products
mperry@simonroofingproducts.com
757-434-0674

Cyndi Strunk
GM of SR Products
1380 E. Highland Road
Macedonia, OH 44056
330-998-6500

If to Town, to:

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

18. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXHIBIT A

19. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
20. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
22. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

EXHIBIT A

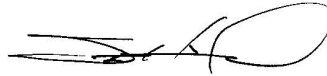
IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2017.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

SIMON ROOFING AND SHEET METAL



By: _____
Steve Harnish, President

Date: June 30, 2017

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF Name §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF Maryland §
 §
COUNTY OF Montgomery §

STEVE HARNISH

BEFORE ME, the undersigned authority, on this day personally appeared **Michael Perry** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **Simon Roofing and Sheet Metal** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of June, 2017.



Carolyn L. Kearns

Notary Public in and for the State of Texas
My Commission Expires: 06/01/2021

EXHIBIT A

EXHIBIT "A" Statement of Work



Our Commitment to Excellence

PRESENTED TO:

**City of Addison
Rob Bourestom
16801 Westgrove Dr.
Addison, TX 75001**

PROJECT

**ROOF RESTORATION OF ROOF AREAS:
CONFERENCE CENTER SECTIONS O, P, Q, R, S & T
THEATRE ROOF SECTIONS A, H, I, K, L, M**

RESPECTFULLY SUBMITTED –
MICHAEL PERRY, HON. AIA; VP SALES
1380 E. HIGHLAND RD.
MACEDONIA, OH 44056
P:330-998-6500 F: 330-998-6600
03/25/2015

EXHIBIT A

GENERAL CONDITIONS

1. Insurance

Simon Roofing shall, at its expense, provide fire, extended coverage, vandalism, and malicious mischief insurance on materials, supplies, equipment, machinery and apparatus. Owner shall be added to such insurance policy as an additional insured, as its interest may appear. Owner shall not be responsible in any manner for property, tools, equipment or machinery (whether owned, leased, used, rented, borrowed or otherwise) of Simon Roofing or its employees or agents of either of them. Simon Roofing agrees to maintain a builder's risk policy in the amount of the contract for the duration of the contract, for work that is not yet accepted by owner. The owner shall be added to such insurance policy as an additional insured, as its interest may appear. Limits of coverage are to be no less than \$25,000,000.00 bodily injury and death and property damage. Completed operations coverage shall continue for not less than 12 months after acceptance of the work under contract by the owner. Simon Roofing shall provide automobile bodily injury and property damage insurance covering all vehicles moving or non-moving under their own power and engaged in the work under contract. Limits are to be no less than \$25,000,000.00 bodily injury and death and \$25,000,000.00 property damage. Simon Roofing shall carry worker's compensation insurance on Simon's employees in accordance with the laws of the state where the project is located. Simon Roofing and Sheet Metal Corp. has a comprehensive insurance program as shown below. A detailed insurance certificate will be provided upon award of the contract.

Commercial General Liability	\$ 1,000,000.00	Occurrence
	\$ 2,000,000.00	General Aggregate
	\$ 2,000,000.00	Products Aggregate
Automobile	\$ 1,000,000.00	Each Occurrence
	\$ 1,000,000.00	Aggregate
Excess Liability	\$ 25,000,000.00	Occurrence
	\$ 25,000,000.00	General Aggregate
Employer Liability Limits	\$ 1,000,000.00	Each Accident
	\$ 1,000,000.00	Disease Policy Limit
	\$ 1,000,000.00	Disease per Employee
Builder's Risk/Installation	\$ 1,000,000.00	Occurrence
	\$ 2,500,000.00	Disaster Limit (Excludes Flood)

The aforementioned coverages apply to negligent acts committed solely by employees of Simon Roofing and Sheet Metal Corp. All policy coverages are subject to the conditions, exclusions and limitations of each respective policy.

EXHIBIT A

2. Contract Policy

It is the policy of Simon Roofing and Sheet Metal Corp. to review and execute contracts and specifications prior to commencement of the work thereby. Simon Roofing will consider contract terms presented to it sufficiently in advance of commencement of the job to allow for review and revision, but reserves the right to revise, delete or supplement such terms in accordance with its policies and the advice of its legal counsel. Absent special circumstances, Simon Roofing will not enter into, agree to or sign any contract terms presented to it after the work has been commenced or completed.

3. Unforeseen Conditions and Exclusions

Simon Roofing and Sheet Metal Corporation's (SRSMC) scope of work under this contract does not include testing for, or abatement or remediation of hazardous or toxic materials such as, but not limited to, toxic mold, fungus or asbestos at or near a job site. If such contaminants are discovered, Simon Roofing may, at its option, suspend further performance of this contract pending investigation, testing and, if appropriate, remediation or abatement of any contamination, which will be conducted at the sole cost of the owner. The time for performance under this contract will be extended by any delay resulting from testing for and/or abatement of toxic or hazardous materials present at the job site. Any additional costs incurred by Simon as a result of contamination by toxic mold, asbestos or other hazardous materials or substances found at or near the job site shall be paid by the owner. The owner shall indemnify and hold harmless Simon Roofing against all loss, liability and expenses caused by or arising out of toxic mold or other hazardous materials at or near the job site. SRSMC's scope of work does not include testing for, inspecting or otherwise determining the integrity or soundness of the structural components of the roof, the walls or other structural aspects of the premises. SRSMC's scope of work does not include design, evaluation, sizing or maintenance for drains on the roof, or the drainage system for the roof. Simon Roofing and Sheet Metal Corp. recommends that a design professional be consulted to assure proper design, (i.e. roof system selection) installation, conformance to building codes, insurance requirements, etc. SRSMC also is not responsible for pre-existing conditions to any existing protrusions or items in or on the roof that are in need of repair or upgrade if required by local code. This would include, but is not limited to, electrical lines, gas lines, HVAC units, curbs, duct work, skylights, lightning protection and communication systems, cables, HVAC disconnects and reconnects, etc. The building owner is responsible for the repair or upgrade of these items or systems.

4. Payment Terms

Payment terms will be based upon the following project progress billing schedule*: Semi-monthly progress billings will be invoiced for the remainder of the contract. These billings are due with Net 30 days terms. **Percentage increment billing will be contingent upon job size, weather conditions, etc.*

EXHIBIT A

Pricing of this subject project is based on the timely receipt of payments. If partial payments are made, they will be credited against oldest invoices, unless the instructions are provided by the customer to the contrary. The customer will be responsible for any additional collection expenses the contractor incurs in the efforts to obtain the payment of the past due balances. This may include (but not limited to) interest, collection fees, attorney fees and court costs.

Customer hereby authorizes Simon Roofing and Sheet Metal Corporation (*Simon*) to evaluate customer credit, which may include but not limited to, obtaining credit records, credit histories, credit reports, consumer and/or corporate financial ratings or evaluations from third-party sources, or any reasonable steps necessary in establishing Customer current and past credit status. Should *Simon* at any time deem Customer credit status or history to be unfavorable, *Simon* may withdraw its offer to provide quoted/proposed services and Customer hereby acknowledges that *Simon* obligations relating to such quoted/proposed services are contingent upon *Simon* approval of Customer credit.

5. Scheduling

It is standard policy for Simon Roofing not to tear off the roof or expose the inside of the building if the chance of rain is thirty percent (30%) or greater. The risk of water leaking inside of your facility would be a major concern on both your part and ours, because Simon Roofing looks out for the best interests of its customer. We can assure you that although inclement weather may interrupt our process, the job foreman will visit the jobsite daily to ensure that all is well in regard to our project and will service any roof condition in relation to our scope of work. WORK WILL START WITHIN 7 DAYS AFTER AWARD AND TAKE 27 WORKING DAYS TO COMPLETE WITH A COMPLETION DEADLINE OF SEPTEMBER 20th 2017.

6. Application

Please understand that you will most likely hear the tear-off process and the travel of the equipment across the roof. We assure you that we do try to keep this to a minimum. Many products used in roofing applications, especially solvent-based materials, can emit odors, which are strong and sometimes offensive. In some applications, such odors cannot be avoided, but Simon does offer alternative products for some applications that are less odorous or that emit odors that may be less offensive. Please ask your Simon Roofing sales representative about these alternatives. Customer is responsible for insuring adequate ventilation for customer's facility and for taking other steps to reduce the effects of odors, such as closing windows, where appropriate.

7. Pricing

The Proposal Price listed included in this document is based upon the following assumptions:

- There is no Certified Payroll Requirement for this project.
- Should the above assumptions change, the price will be adjusted by agreement of both parties.

8. Scope of Work

- Lump Sum Bid: Restoration of Conference & Theatre Roofs following Drawings/SR Products Specifications Roofs Identified and Bid Documents and Addendums.
- SR Products Reroof 10 YR Labor & Material Warranty Restoration 10 YR Warranty.

EXHIBIT A



Lump Sum Bid
Submitted To:
City of Addison
Attn: Rob Bourestom

Roof Restoration Project: Roof Areas: Conference Center Sections O, P, Q, R, S & T
Theatre Roof Sections A, H, I, K, L, M

Simon Roofing & Sheet Metal
TIPS USA Vendor
Category – Job Order Contracting
Contract Number : 1012116

TOTAL BID PRICE ALL ROOFS COMBINED: Working Days To Complete All Roofs 27
Four Hundred twenty seven, four hundred ninety three dollars and 90 cents (Figures: ~~\$427,493.90~~)

Bid Breakdown:

- | | |
|---|--------------------------------|
| 1. Tri-Lam Roofing and Waterproofing Subcontractor Quote | \$225,161 |
| 2. SR Products Materials Sold Direct Through TIPS Co-Op To City of Addison | \$168,165 |
| 3. Warranty Fees 10 Yr Restoration | \$5,550 |
| 4. Shipping Charges for SR Products Materials | \$3,600 |
| 5. OVERHEAD (Includes Maint. Bond & P & P Bond, Insurance, Administrative Fees) | <u>\$25,017.90</u> |
| 6. TOTAL FINAL PRICE TO CITY OF ADDISON THROUGH TIPS | <u>\$427,493.90</u> |

SR Material Quantities From Subcontractor

Product #	Product Name	Unit/Size	Cost	QTY's	Total Material Cost
8625200	IRO Ply SA 4 - Smooth Base Ply	95 Sq. Roll	\$171	25	\$4,275
8050450	Wite Brite Primer	5 Gal Pail	\$284	10	\$2,840
8050021-White	Wite Brite Hi Bid Flashing	2 Gal Pail	\$230	189	\$43,470
8050130	Wite Brite Cement	3.5 Gal Pail	\$325	5	\$1,625
8050250	Wite Brite Coating	5 Gal Pail	\$361	5	\$1,805
3410020	SR Poly 12"	12"x300' Roll	\$102	15	\$1,530
3410040	SR Poly Plus 40	40"x108 yds	\$208	2	\$416
8601110	Crylastic Wall Coating	5 Gal Pail	\$228	50	\$11,400
8610065	SR Damproof	5 Gal Pail	\$169	2	\$338
8040170	SuperiorFlex Seal CTP Floodcoat	5 Gal Pail	\$204	444	\$90,576
8615320	SR Asphalt Primer	5 Gal Pail	\$99	74	\$7,326
8070459	SR Pitch Poxo Kit	2 Gal Kit	\$338	2	\$676
8650120-White	SR Sealant	12/case	\$118	16	\$1,888

Unit Pricing

Replace wet/bad roof area unit cost.....	\$17.25/per sq.ft.
Spot Metal Deck Replacement	\$8.50/per sq.ft.

EXHIBIT A

ADD ALTERNATE BID REPAIR OF PAVILION ROOF _____ \$13,777.00

THIS AGREEMENT IS ENTERED INTO AS OF THIS DAY AND YEAR AND IS EXECUTED IN TWO ORIGINAL COPIES OF WHICH ONE IS TO BE DELIVERED TO THE OWNER AND THE OTHER TO SIMON ROOFING. THE PRICE ON THIS BID DOCUMENT IS VALID FOR 30 DAYS.

OWNER/OFFICER SIGNATURE:

SIMON ROOFING PRODUCTS:



6-28-17

SIGNATURE DATE

SIGNATURE DATE

PRINTED NAME AND TITLE

Michael Perry, Hon. AIA; VP Sales

PRINTED NAME AND TITLE

EXHIBIT A

EXHIBIT "B" Insurance Requirements

TOWN OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT REQUIREMENTS

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

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

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

TYPE OF INSURANCE

	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000
2.	Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000

TOWN OF ADDISON to be provided a **WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION** or material change in coverage. Insurance company must be A-:VII rated or above.

TOWN OF ADDISON to be listed as **ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION** or material change in coverage. Insurance company must be A-:VII rated or above.

EXHIBIT A

3. **Business Auto Liability** Combined Single Limit **TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A:VII-rated or above.**
- to include coverage for: \$1,000,000
- a) Owned/Leased vehicles
 - b) Non-owned vehicles
 - c) Hired vehicles

AI-2272

11.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: City Manager

AGENDA CAPTION:

Consider Action On **A Resolution To Adopt The Town Of Addison's Strategic Planning Pillars And Milestones For Fiscal Year 2018.**

BACKGROUND:

Starting in early 2016, City Council participated in an exercise to develop a cohesive vision of the future that creates excitement and commitment for the Town of Addison. As a results of strategic planning sessions facilitated by Strategic Government Resources (SGR), the Council identified seven pillars of success for this vision of the future. At a Special Work Session on June 20, 2017, City Council reviewed and revised the pillars for Fiscal Year 2018:

- Entrepreneurship and Business Hub
- Excellence in Asset Management
- Excellence in Transportation Systems
- Gold Standard in Customer Service
- Gold Standard for Financial Health
- Optimize the Addison Brand
- Gold Standard in Public Safety

Council also identified several milestones that indicate progress toward achieving these pillars, selecting the top 9 to focus on for Fiscal Year 2018. A complete list of milestones is attached as Exhibit A in the resolution. The full report from Strategic Government Resources is also attached.

This item is to adopt the pillars and priority milestones for Fiscal Year 2018.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Strategic Planning Pillars and Milestones

Report - Strategic Government Resources

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE SEVEN PILLARS OF SUCCESS AND NINE MILESTONES OF THE ADDISON STRATEGIC PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council met in a special work session on June 20, 2017 to review and revise the components of the Town's Strategic Plan; and

WHEREAS, the Seven Pillars and Milestones have been identified to develop a cohesive visions of the future that creates excitement and commitment for the Town of Addison; and

WHEREAS, as a result of the Council's discussion, the City Council desires to adopt amendments to the Pillars of Success and Milestones components of the Strategic Plan.

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

Section 1. The Strategic Planning Session Results, including the Seven Pillars and the Milestones, attached hereto as **EXHIBITA** and incorporated herein, are hereby approved.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

RESOLUTION No. _____

EXHIBIT A

Addison City Council Strategic Planning Sessions Results

Addison City Council held a special work session on June 20, 2017 regarding the future of Addison. The document identifies the 7 pillars, the Top 9 milestones and the additional milestones within each pillar.

Vision of Success

The Council participated in an exercise to review the previous 7 pillars and 10 milestones identified by Council in order to develop a cohesive vision of the future that creates excitement and commitment for the Town of Addison. As discussions ensued, the Council identified 7 pillars of success for this vision of the future. As it takes all pillars to hold up a large structure, so it takes these “pillars” to uphold the vision for the future successes of the Town of Addison.

The pillars are listed alphabetically, not in order of importance, for they are all considered to be important elements of their vision. The milestones are listed in rank order and the Top 9 milestones are bolded.

Entrepreneurship and Business Hub

- **Economic development focus on attracting and retaining entrepreneurship and high-tech conferences**
- **Review Town's ordinances and regulations to modernize them and facilitate redevelopment**
- Expand relationships with Addison Business Association and Chamber
- Use airport to promote business aviation and provide business amenities
- Expand and upgrade the Treehouse to continue to foster a vibrant business community
- Expand partnerships with Universities to promote entrepreneurship

EXHIBIT A

Excellence in Asset Management

- **Create an Asset Management Plan**
- Implement the Asset Management Plan
- Benchmarking
- Implement Infrastructure Reinvestment Plan
- Evaluate facilities for effective and efficient service delivery

Excellence in Transportation Systems

- **Develop a Cotton Belt Strategy**
- **Connectivity around the Town with a view toward economic development**
- **All roads in acceptable condition and well maintained**
- Airport maintenance, including a “Customs” solution
- Cooperation with Dallas for effective intersections, traffic lights and DART service
- Connectivity among modes of transportation (DART, Cotton Belt, Taxis, etc.)
- Transit-oriented development
- Effective transportation to/from events
- Enhance quality of life with trails for connectivity

Gold Standard in Customer Service

- **Clarify and Protect the Addison Way**
- Maintain clear metrics that identify and motivate exceptional customer service
- Response to community
- Great communication
- Benchmark against the best

EXHIBIT A

Gold Standard for Financial Health

- **Implementation and continuous development of Long Term Financial Plan**
- Be a Best Practices Organization in financial matters
- Positive correlation between tax rate and the value proposition
- Obtain the highest credit agency rating
- Pursue additional Texas Transparency stars

Optimize the Addison Brand

- Define and promote Addison identity
- Keep airport as the best place to be and fly for business
- Desirability of Addison
- Elevate Addison regionally, nationally, and internationally
- Optimize the beauty of Addison
- Evaluate events for iconic status and brand building
- Build upon the creative and innovative culture of Addison
- Promote Addison's safe environment

Gold Standard in Public Safety

- **Maximize use of cutting edge technology to enhance public safety**
- Ensure walkability around Town is safe
- Enlist more community support for Code Enforcement
- Continue to provide 1st rate education to first responders
- Community-policing to foster engagement
- Provide more training for citizens' safety programs through police/fire
- Expand Addison Citizens Assisting Police (ACAP)
- Continuously improve police/fire response times



Addison City Council Strategic Visioning Workshop

June 20, 2017

Introduction

The Council from the Town of Addison held a Strategic Visioning Workshop on Tuesday, June 20, 2017 for the purpose of reviewing the Strategic Vision that the Council had worked on and adopted in 2016. The Council wanted the opportunity to understand the process that had been followed in developing the Strategic Vision, as well as the opportunity to evaluate its relevancy at this point.

Some of the questions that needed to be addressed included:

- Are the strategic pillars still relevant and do they accurately reflect the priorities of City Council?
- Are there milestones from FY2017 that should continue into FY2018? If so, what are they?
- Are there milestones from FY2017 that we should stop doing in FY2018? If so, what are they?
- Which milestones from the overall list should be added to our focus list for FY2018?
- Is there something that should be added to the focus list that isn't currently on the Council's overall milestone list?

The Mayor and Council were all in attendance, as well as the City Manager, Deputy City Managers, and various department heads. Strategic Government Resources (SGR) was enlisted to facilitate the workshop. This report is a summary of the process followed and the amended strategic vision that resulted from the discussion.

Background

Mike Mowery, the facilitator from SGR, shared with the Council the process that was used in developing the Strategic Vision from 2016. That process included a series of meetings with the Council in which they were divided into small groups, usually of 2 or 3 to discuss strategic questions relating to the future of the Town of Addison. After giving the small groups 10-15 minutes to discuss the question, the groups reported back on the key elements of their discussion. Those summaries were written on the flip chart and discussed by the larger group.

Each time a new question was presented, the groups were re-formed so that people had the chance to be in small groups with a variety of their colleagues.

Out of these discussions, several pillars of their future vision emerged. Those pillars were:

- East/West Connectivity
- Entrepreneurship and Business Hub
- Excellence in Asset Management
- Excellence in Transportation Systems
- Gold Standard in Customer Service
- Gold Standard for Financial Health
- Optimize the Addison Brand
- Gold Standard in Public Safety

Under each of these pillars, the Council also identified milestones that would indicate that the Town is moving in the right direction at the right speed to achieve the vision as described by the pillar.

Review of Pillars and Milestones

After explaining the process that had been followed, the Council was then divided into small groups to consider each of the pillars by discussing the following question:

- Are the strategic pillars still relevant and do they accurately reflect the priorities of City Council?
- What milestones from FY2017 should continue into FY2018?
- Are there milestones from FY2017 that we should stop doing in FY2018? If so, what are they?

Through the discussions of these questions, the Council decided to eliminate the pillar “East/West Connectivity” and instead, to place it as one of the milestones for “Excellence in Transportation Systems.”

The Council also decided to add a new pillar called “Excellence in Asset Management.”

After identifying their updated pillars, the Council worked in small groups to update the milestones for each pillar. Many of the milestones remained the same, some were added, and some were slightly reworded.

Priorities

After identifying the pillars and milestones for the future, the Council identified their top milestones as priorities for the upcoming Budget Year. Those priorities are:

- Economic development focus on attracting and retaining entrepreneurship and high-tech conferences
- Review Town's ordinances and regulations to modernize them and facilitate redevelopment
- Create an Asset Management Plan
- Develop a Cotton Belt Strategy
- Connectivity around the Town with a view toward economic development
- All roads in acceptable condition and well maintained
- Clarify and Protect the Addison Way
- Implementation and continuous development of Long Term Financial Plan
- Maximize use of cutting edge technology to enhance public safety

Vision of Success

The pillars are listed alphabetically, not in order of importance, for they are all considered to be important elements of their vision. The milestones are listed in rank order and the Top 9 milestones are bolded.

Entrepreneurship and Business Hub

- **Economic development focus on attracting and retaining entrepreneurship and high-tech conferences**
- **Review Town's ordinances and regulations to modernize them and facilitate redevelopment**
- Expand relationships with Addison Business Association and Metrocrest Chamber of Commerce
- Use airport to promote business aviation and provide business amenities
- Expand and upgrade the TreeHouse to continue to foster a vibrant business community
- Expand partnerships with universities to promote entrepreneurship

Excellence in Asset Management

- **Create an Asset Management Plan**
- Implement the Asset Management Plan
- Benchmarking
- Implement Infrastructure Reinvestment Plan
- Evaluate facilities for effective and efficient service delivery

Excellence in Transportation Systems

- **Develop a Cotton Belt Strategy**
- **Connectivity around the Town with a view toward economic development**
- **All roads in acceptable condition and well maintained**
- Airport maintenance, including a "Customs" solution
- Cooperation with Dallas for effective intersections, traffic lights and DART service
- Connectivity among modes of transportation (DART, Cotton Belt, Taxis, etc.)
- Transit-oriented development
- Effective transportation to/from events
- Enhance quality of life with trails for connectivity

Gold Standard in Customer Service

- **Clarify and Protect the Addison Way**
- Maintain clear metrics that identify and motivate exceptional customer service
- Response to community
- Great communication
- Benchmark against the best

Gold Standard for Financial Health

- **Implementation and continuous development of Long Term Financial Plan**
- Be a Best Practices Organization in financial matters
- Positive correlation between tax rate and the value proposition
- Obtain the highest credit agency rating
- Pursue additional Texas Transparency stars

Optimize the Addison Brand

- Define and promote Addison identity
- Keep airport as the best place to be and fly for business
- Desirability of Addison
- Elevate Addison regionally, nationally, and internationally
- Optimize the beauty of Addison
- Evaluate events for iconic status and brand building
- Build upon the creative and innovative culture of Addison
- Promote Addison's safe environment

Gold Standard in Public Safety

- **Maximize use of cutting edge technology to enhance public safety**
- Ensure walkability around Town is safe
- Enlist more community support for Code Enforcement
- Continue to provide 1st rate education to first responders
- Community-policing to foster engagement
- Provide more training for citizens' safety programs through police/fire
- Expand Addison Citizens Assisting Police (ACAP)
- Continuously improve police/fire response times

Work Session and Regular Meeting**Meeting Date:** 07/11/2017**Department:** Economic Development

AGENDA CAPTION:

Consider Action On **A Resolution To Approve The Assignment Of The Economic Development Program Grant Agreement Approved November 2015 With WS MQ Hotel, LLC (dba: The Dallas/Addison Marriott Quorum Hotel At The Galleria Located At 14901 Dallas Parkway) To The New Property Owners, Quorum Hospitality, LLC.**

BACKGROUND:

In November 2015, the Town of Addison approved an economic development program grant agreement through our Chapter 380 Program with WS MQ Hotel, LLC (Dallas/Addison Marriott Hotel by the Galleria), a wholly owned subsidiary of Wheelock Street Capital based in Greenwich, CT. The owners are now in the process of selling the hotel to Quorum Hospitality, LLC which is a wholly owned subsidiary of Deason Hospitality based in Dallas, Texas. All conditions and rights of the performance-based incentive agreement will remain the same. The only change is the ownership of the hotel who will take on the responsibility of upholding the conditions of the agreement. In addition to this, the existing hotel general manager has indicated that the new owners will spend \$10 Million in renovations in the upcoming year. Due diligence by Town staff has determined that the new owners have the financial means to maintain the hotel standards required to maintain the existing brand flag.

AGREEMENT OVERVIEW:

In January 2015, Wheelock Street Capital (property owners) made a formal request to the Town for incentive support to expand their meeting room space and build a new 3,500 square foot junior ballroom. This expansion would require a \$1.5 Million investment by the owners and generate an additional \$390,000 in revenue to the Town. In order to make the project happen, the owners needed support from the Town of Addison. Following their request, staff conducted a project evaluation and due diligence on the new owners.

In November 2015, the Town of Addison executed a Chapter 380 Program Grant Agreement with WS MQ Hotel, LLC, a subsidiary of Wheelock Street Capital, to support the meeting space expansion of the Marriott Hotel. The total maximum grant amount approved by Council was \$150,000 to be paid over a fixed 10-year period (\$15,000 per year) as long as financial performance measures exceeded a "threshold year" for the hotel. A threshold year is defined as the amount of \$27,093,385 which is the total revenue generated by the hotel prior to the expansion. If the hotel exceeded a threshold year during their reporting period, they would qualify for an incentive payment

not to exceed \$15,000 for that year. If the amount was not exceeded, no payment would be made, but the incentive agreement would remain in full-force, and the hotel would have another opportunity the following year.

This year (2017) marked the first opportunity for the hotel to seek their first grant payment. Unfortunately, their total revenues as reported by the hotel did not exceed their threshold year; so no incentive payment was provided by the Town. Their next payment opportunity will be in 2018.

ABOUT THE NEW OWNERS:

- Quorum Hospitality is the holding company for the Dallas/Addison Marriott Quorum Hotel. Quorum Hospitality is a wholly owned subsidiary of Deason Capital, which is the investment arm of Darwin Deason.
- Darwin Deason lives in Dallas and is listed on Forbes Magazine as number 505 of US Billionaires. He has a net worth of \$1.37 Billion.
- Deason Capital has been in existence since the 1970s and is owned by Darwin Deason. Darwin Deason is the founder of M-Tech (ATM networks) which he sold to IDS and then founded Affiliated Computer Services which he then sold to Xerox becoming Xerox's largest single shareholder.
- Deason Capital is now diversifying their investment portfolio with Quorum Hospitality by purchasing hotels in diverse geographic locations. The Marriott is their second purchase. Their first was a Homewood Suites Hotel in Savannah, Georgia. They are planning a third purchase in Oregon in the very near future.
- They are not investment flippers. They see this as a long term investment, and plan to hold this property for many years. The Marriott Hotel is a trophy property for them.
- As part of the purchase, they have renewed the Marriott flag for the next 10 to 20 years.
- They performed a condition report on the hotel which came back with very positive results, but despite this, they plan to invest several millions of dollars into the property by remodeling every single room in the hotel.
- Aimbridge is a minority investor in the purchase of the property. Aimbridge, headquartered in Plano, is one of the country's largest hotel investment and management firms.
- Aimbridge currently manages the Marriott Hotel and will continue to manage the hotel into the future.
- Deason Capital is based in Dallas at Preston Center; so they are only minutes away from this property. Because of this, they want to make sure that the hotel remains a trophy property for them.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Grant Assignment Agreement Marriott

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ASSIGNMENT OF ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT WITH WS MQ HOTEL, LLC AND QUORUM HOSPITALITY, LLC; AUTHORIZING THE CITY MANGER TO EXECUTE THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) has previously entered into an Economic Development Program Grant Agreement (the “Marriott Agreement”) with WS MQ Hotel, LLC; and

WHEREAS, WS MQ Hotel, LLC desires to assign its rights and obligations under the Marriott Agreement to Quorum Hospitality, LLC; and

WHEREAS, the Town has reviewed Quorum Hospitality, LLC’s financial ability and operational experience, and has determined that the company has the resources to operate and maintain the Marriott Hotel located at 14901 Dallas Parkway in a first class condition.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Assignment of Economic Development Program Grant Agreement between the Town of Addison and WS MQ Hotel, LLC and Quorum Hospitality, LLC, attached hereto as **Exhibit A** and incorporated herein, is hereby approved. The City Manager is authorized and empowered to execute the said Agreement on behalf of the City and to take all steps necessary to carry out the terms thereof.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Exhibit A

ASSIGNMENT OF ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT MARRIOTT HOTEL

THIS ASSIGNMENT OF ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT – MARRIOTT HOTEL (this “Assignment”) is made and entered into by and among WS MQ Hotel, LLC, a Delaware limited liability company (“Assignor”), Quorum Hospitality, LLC, a Delaware limited liability company (“Assignee”), and the Town of Addison, Texas (“City”) effective as of the date of execution by all of the parties hereto (the “Effective Date”).

Assignor and the City entered into that certain Economic Development Program Grant Agreement dated November 12, 2015 (the “Grant Agreement”). Assignor now desires to assign its rights and obligations under the Grant Agreement to Assignee, and Assignee desires to assume same. The City has the right to consent to the assignment of the Grant Agreement.

For good and valuable consideration, the delivery, receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements herein contained, Assignor, Assignee and the City hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor’s rights, duties, and obligations under the Grant Agreement, including all rights, title, and interest in and to all outstanding amounts payable to Assignor under the Grant Agreement (the “Grant Payments”).
2. Assignee hereby assumes and covenants to perform all duties and obligations of Assignor under the Grant Agreement from and after the Effective Date and in accordance with the terms and conditions of the Grant Agreement.
3. Assignor hereby covenants that it will, at its expense, make, execute, acknowledge and deliver, or cause to be made, executed, acknowledged and delivered, all such further acts, instruments, deeds, conveyances, transfers, assignments, powers of attorney, consents, and assurances as Assignee may reasonably request to more effectively sell, transfer, assign and convey to, and vest in, Assignee, the Grant Agreement and the Grant Payments. Assignor further agrees to provide to Assignee all evidence required to prove that the Grant Payments accrued prior to the Effective Date are due and payable, including without limitation, all financial statements, receipts and similar matters.
4. Assignor represents and warrants to Assignee that (i) Assignor has not previously assigned its interest in the Grant Agreement or the Grant Payments, or if so, has obtained releases of any prior assignments, (ii) Assignor has title to and authority to assign the Grant Agreement and the Grant Payments to Assignee; and (iii) there are no existing defaults under the Grant Agreement, and Assignor has not performed any act or executed any instrument which might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.

Exhibit A

5. Assignor specifically states and Assignee specifically acknowledges that Assignor did not receive, and is not entitled to receive, the 2016 Program Grant under the Grant Agreement and Assignee has no right to receive the 2016 Program Grant.
6. Notices under the Grant Agreement shall be sent to Assignee at:

Quorum Hospitality, LLC
c/o Deason Hospitality
5956 Sherry Lane, Suite 800
Dallas, Texas 75225
7. The City has investigated the Assignee's experience and financial ability to operate the Marriott Hotel as a first class hotel and accepts Assignee as the Owner under the Grant Agreement.
8. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
9. This Assignment may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.
10. This Assignment shall be construed under, governed by and is subject to the laws (including the constitution) of the State of Texas, without regard to choice of law rules, and all obligations of Assignor, Assignee and the City created by this Assignment are performable in Dallas County, Texas. Venue for any suit, action or proceeding under this Assignment shall lie exclusively in Dallas County, Texas. Each party hereby submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder. Each party waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

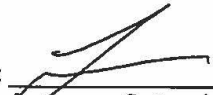
[THREE (3) SIGNATURE PAGES FOLLOW]

Exhibit A

IN WITNESS WHEREOF, Assignor, Assignee and City have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

WS MQ HOTEL, LLC
a Delaware limited liability company

By: 
Lawrence Settanni, Authorized Signatory

Date: 6/29/17

Exhibit A

QUORUM HOSPITALITY, LLC
a Delaware limited liability company


By: 
Name: Vacant 2 Que
Title: Authorized Signer
Date: 6/28/2017

Exhibit A

CITY:

TOWN OF ADDISON, TEXAS

By: _____
Wesley S. Pierson, City Manager

Date: _____

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: General Services

AGENDA CAPTION:

Consider Action On **A Resolution To Approve A Purchase Agreement With ProSource Power For The Retrofit And Upgrade Of Interior Lighting In The Service Center, Conference Centre, Theatre Centre And Stone Cottage To LED Lighting And Authorize The City Manager To Execute The Agreement** In An Amount Not To Exceed \$99,770.

BACKGROUND:

The purpose of this item is to approve a resolution for a purchase agreement with ProSource Power for the retrofit of interior lights that are no longer efficient, such as T-12 florescent lights and halogen lighting at the Service Center, Conference Centre, Theatre and Stone Cottage. Many of these lights have become obsolete as newer, more efficient light sources are available. The ballasts in these older lights are inefficient, generate residual heat and are costly to maintain. By retrofitting the existing fixtures, the vendor will remove the ballasts and install LED lights that will provide a better quality of light with a much lower energy consumption and maintenance cost. The LED lights can last approximately 10 years which represents a cost savings in both bulb changes and staff labor. The average pay back period of the four buildings being retrofitted is 3.5 years.

The purchase is being made on a contract through The Interlocal Purchasing System (TIPS), an agency that bids out services and products for its members to provide the leverage to achieve better pricing on products, equipment, and services.

The budgeted amount for this item is \$107,427. The amount of this purchase is not to exceed \$99,770 and is split between the General and Hotel Funds: \$41,217 for the Service Center out of the General Fund and \$58,553 for the Conference and Theatre Centre and Stone Cottage out of the Hotel Fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Purchase Agreement ProSource Power

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND PROSOURCE POWER IN AN AMOUNT NOT TO EXCEED \$99,700.00 FOR LED LIGHTING UPGRADES ON THE TOWN OF ADDISON BUILDINGS: STONE COTTAGE, SERVICE CENTER, THEATRE CENTRE AND ADDISON CONFERENCE CENTER, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The LED Lighting Upgrades Agreement between the Town of Addison and ProSource Power in an amount not to exceed \$99,700.00 for LED lighting upgrades on the Town of Addison Buildings: Stone Cottage, Service Center, Theatre Centre and Addison Conference Center, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND PROSOURCE POWER FOR LED LIGHTING UPGRADES

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2017 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **ProSource Power**, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town sought services related to LED lighting upgrades for the Addison Conference Center, Addison Theatre Center, Addison Service Center and Cottage ("Services"); and

WHEREAS, Town identified Contractor through The Interlocal Purchasing System ("TIPS") Cooperative Contract Number 170201; and

WHEREAS, Contractor submitted a statement of work ("SOW") to the Town for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the Services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.
The Services contemplated by this Agreement shall be completed no later than September 20, 2017, subject to the terms and conditions of this Agreement.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the Town

EXHIBIT A

at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to Town, or Town's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to Town, and all of Town's property and materials in Contractor's possession or control belonging to Town. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, the Town agrees to pay Contractor in accordance with Exhibit "A" in an amount not to exceed **Ninety-Nine Thousand Seven Hundred Seventy and No One Hundredths (\$99,770.00)** upon completion of the Services to the satisfaction of the Town. Payment shall be made in accordance with the Town's policies.

5. Confidentiality.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained, in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;

EXHIBIT A

- b. Contractor Statement of Work, attached hereto as **Exhibit "A"**; and
- c. Insurance Requirements, attached hereto as **Exhibit "B"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"**, and **Exhibit "B"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "A"**, and then **Exhibit "B"**, shall prevail in that order.

7. Entire Agreement.
The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.
8. Insurance.
The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town as provided in **Exhibit "B"**, attached hereto and incorporated herein for all purposes. Contractor, and shall present the Town with a copy of their Certificate of Insurance, which shall name the Town as an additional insured party.
9. Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
10. INDEMNIFICATION.
CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL

EXHIBIT A

IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
12. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
13. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.

EXHIBIT A

14. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
15. Assignment.
This Agreement may not be assigned without the written agreement of both parties.
16. Sovereign Immunity.
The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
17. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:
- | | |
|-----------------------|--|
| If to Contractor, to: | ProSource Power
Attn: Gary Vickers
55 Possom Trot Hollow Rd.
Whitewright, Texas 75491 |
| If to Town, to: | Town of Addison
Attn: Town Manager
5300 Belt Line Road
Dallas, Texas 75254 |
18. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXHIBIT A

19. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

20. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

21. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

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EXHIBIT A

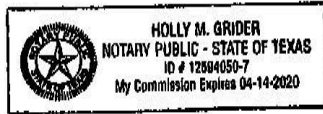
IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2017.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

State of Texas County of Collin
Sworn to and subscribed before me this 29
day of June 2017
Holly M. Grider Notary Public



ProSource Power

By: Gary Vickers

Print Name: Gary Vickers

Title: President

Date: 6/29/17

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF Name §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of June, 2017.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF Texas §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared **Gary Vickers** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **ProSource Power** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of June, 2017.

Holly M. Grider

Notary Public in and for the State of Texas
My Commission Expires: 4-14-2020

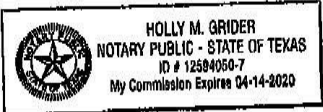


EXHIBIT A

EXHIBIT "A" Statement of Work



PROJECT SUMMARY

Project costs to Town of Addison for LED Lighting Upgrades on the Town of Addison Buildings: Conference Centre, Theatre, Service Center and Cottage located in Addison, Texas are **\$99,770.00**. This cost covers all materials and labor to upgrade lighting per the Scope of Work associated with each Building Proposal. Because a facility's energy use is impacted by multiple factors, energy savings may not be immediately apparent. For lighting projects, in addition to reduced energy costs, a high efficiency lighting improvement project will typically result in improved lighting quality, consistency, and reduce/eliminate maintenance costs.

CUSTOMER ACKNOWLEDGEMENT: I acknowledge that by signing below I commit to having the energy efficient equipment and fixtures installed that are specified in the Scope of Work associated with each Building Proposal.

I agree to pay ProSource Power LLC the Costs specified in the Project Summary section of this agreement.

Contractor Payment Schedule as follows:

1. Invoice for 100% of the contract price upon completion of each Building Project:
 - a. Theatre - \$25,849.00
 - b. Conference Centre - \$24,504.00
 - c. Cottage - \$8,200.00
 - d. Service Center - \$41,217.00

I acknowledge that I have read and understand the Project Summary, Scope Of Work and the above mentioned disclaimer.

Customer Name: _____

Customer Company Name: Town of Addison

Customer Signature: _____ **Date:** _____

CONTRACTOR ACKNOWLEDGEMENT: I acknowledge that by signing below I have committed to providing the equipment and fixture installation specified in this Scope of Work to industry best practice standards, any installed Kobi Electric equipment will carry manufacturer's (product only) warranty (10 years).

Contractor Name: ProSource Power LLC

Contractor Signature: _____ **Date:** _____

EXHIBIT A



Scope of Work

See individual Proposals associated with each Building Project for Scope of Work

EXHIBIT A



Building Name
Addison Theatre

Proposal Name
Standard retrofit

A Proposal For
Rob Bourestom
Assistant Director-General Svc
Town of Addison

Tuesday, June 27, 2017

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Tuesday, June 27, 2017

Rob Bourestom
Assistant Director-General Svc
Town of Addison

Gary Vickers
55 Possom Trot Hollow Rd
Whitewright, Texas 75491
Phone: 940-867-0368
Email: Gvickers@prosourcepower.com

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Executive Summary

Project Overview

Cost of Project

Project Cost (\$)	25,849
Incentives (\$)	0
Net Cost of Project (\$)	25,849

Annual Operating Savings

Energy Savings (\$)	4,901
Maintenance Savings (\$)	1,597
Total Annual Operating Savings (\$)	6,499

Operating Savings Over 10 Years

Energy Savings (\$)	49,019
Maintenance Savings (\$)	15,978
Total Operating Savings Over 10 Years (\$)	64,997

Payback Period (years)	3.7
Net Present Value (\$)	24,184
Internal Rate of Return (%)	28.78

Financial Summary

Total Project Cost (\$)	Net Project Cost (\$)	10 Yr Operating Savings (\$)	Payback Period (yrs)
25,849	25,849	64,997	3.7

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Cash Flow Analysis

10 Year Cash Flow Analysis (\$)

	Year 1	Year 2	Year 3	Year 4	Year 5
Product Costs	15,650	-	-	-	-
Services	10,200	-	-	-	-
Energy Savings	4,902	4,902	4,902	4,902	4,902
Maintenance Savings	5,071	963	963	963	2,083
Net Cash Flow	(15,876)	5,865	5,865	5,865	6,985
Cumulative Cash Flow	(15,876)	(10,011)	(4,146)	1,719	8,704

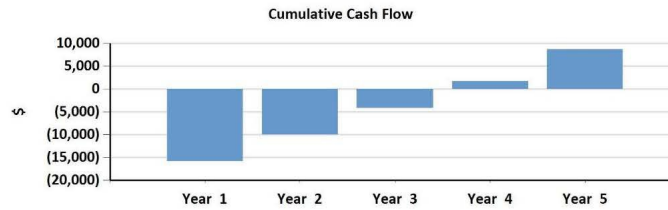
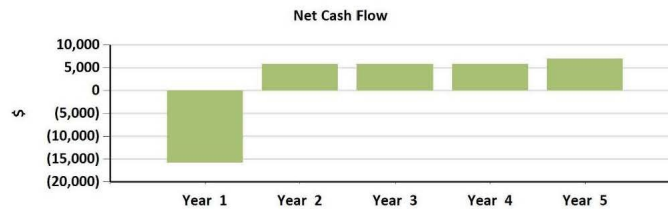


EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

10 Year Cash Flow Analysis (\$)

	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Product Costs	-	-	-	-	-	15,650
Services	-	-	-	-	-	10,200
Energy Savings	4,902	4,902	4,902	4,902	4,902	49,020
Maintenance Savings	963	963	963	2,083	963	15,978
Net Cash Flow	5,865	5,865	5,865	6,985	5,865	39,149
Cumulative Cash Flow	14,569	20,434	26,299	33,284	39,149	39,149

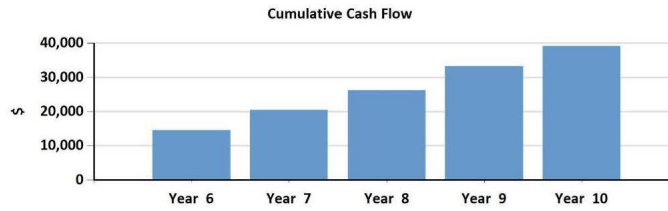
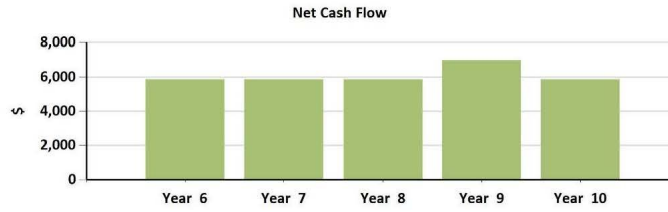


EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Cost of Waiting

Cost of Waiting

Monthly (\$)	Yearly (\$)	5 Years (\$)	10 Years (\$)	15 Years (\$)	20 Years (\$)
541	6,499	32,495	64,990	97,485	129,980



EXHIBIT A



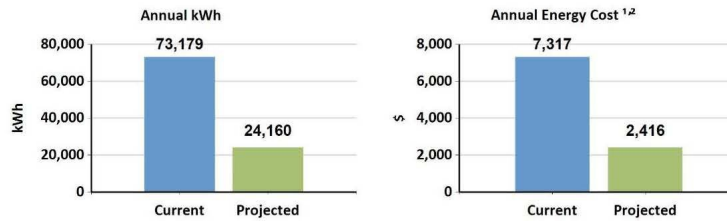
55 Possom Trot Hollow Rd
 Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Energy Usages and Costs

Annual Energy Usage Reduction

Current Usage (kWh)	Projected Usage (kWh)	Reduction (kWh)	Reduction (%)
73,179	24,160	49,019	67

Energy Comparison



1. Energy Cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00
2. Energy costs are averaged over 10 year analysis period

Watts Summary

Existing Watts ¹	Proposed Watts ¹	Reduced Watts	Reduction (%)
25,516	8,424	17,092	67

1. The watts calculations in this table take into account existing fixtures that are being replaced, upgraded, and/or have new lighting controls being proposed for them

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Lighting Wattage Comparison

Area :									
Space	Existing Fixture	Qty	Watts	Total Watts	Proposed Solution	Qty	Watts	Total Watts	Scheduled Hours
Theatre :									
All 4' Double Tube	2x4, 2 Lamp, F32 T8 Prismatic	33	60	1,980	T8 Tube-15W-LED-2000Lm-5000K	66	15	990	2868
Theatre :									
All 4' Single Tube	4ft, F32 T8 1 Lamp Strip	23	28	644	T8 Tube-15W-LED-2000Lm-5000K	23	15	345	2868
Theatre :									
All 4' Single Tube	8ft, F96 T12 1 Lamp Strip	28	83	2,324	T8 Tube-15W-LED-2000Lm-5000K	56	15	840	2868
Theatre :									
All 4' Single Tube	8ft, F96 T12 2 Lamp Strip	56	138	7,728	T8 Tube-15W-LED-2000Lm-5000K	224	15	3,360	2868
Theatre :									
All A Lamp	40w A19 Incandescent	321	40	12,840	9w A19 4000k suitable for enclosed locations	321	9	2,889	2868
Total			349	25,516			69	8,424	

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Operational Overview

Operational Savings Summary

Operational Area	Current Annual (\$)	Projected Annual (\$)	Reduction (%)	Current 10 Year (\$)	Projected 10 Year (\$)	Reduction (%)
Energy ^{1,2}	7,317	2,416	67	73,179	24,160	67
Maintenance ³	1,597	0	100	15,978	0	100
Total	8,915	2,416	73	89,157	24,160	73

1. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00

2. Energy costs are averaged over 10 year analysis period

3. Maintenance costs are averaged over 10 year analysis period

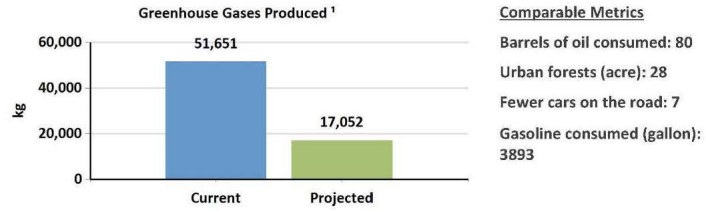
EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Environmental Impact

Greenhouse Gas Comparables



1. Average emission rates per kWh are based on estimates from eGrid 2012

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Upgrade Analysis

Proposed Controls Summary

There is no data to be presented for Proposed Controls Summary.

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Bill of Materials

Products

Lamps

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
K6P6	T8 Tube-15W-LED-2000Lm-5000K	369	17.00	6,273.00
K6L9	PAR38-13W-LED-1300Lm-5000K	0	24.00	0.00
CMA A19 9w	9w A19 4000k suitable for enclosed locations	321	4.40	1,412.40
Total				7,685.40

Additional Items

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
14070	8' to 4' 4-Lamp adapter	50	13.57	678.50
Contigantcy	Misc Item/Missed Items	1	5,285.71	5,285.71
Sales Commissions	Sales Commissions	1	2,000.00	2,000.00
Total				7,964.21

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Installation

Description	Qty	Cost (\$)	Extended (\$)
T8 Tube-15W-LED-2000Lm-5000K	369	21.43	7,907.67
PAR38-13W-LED-1300Lm-5000K	0	7.14	0.00
9w A19 4000k suitable for enclosed locations	321	7.14	2,291.94
Total			10,199.61

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

There is no data to be presented for Additional Cost.

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Appendix

There is no data to be presented for Incentives.

There is no data to be presented for Disclaimer.

EXHIBIT A



Building Name
Addison Conference Centre

Proposal Name
Standard Retrofit, excluding hanging lights in main space

A Proposal For
Rob Bourestom
Assistant Director - General Svc
Town of Addison

Tuesday, June 27, 2017

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Tuesday, June 27, 2017

Rob Bourestom
Assistant Director - General Svc
Town of Addison

Gary Vickers
President
55 Possom Trot Hollow Rd
Whitewright, Texas 75491
Phone: 940-867-0368
Email: Gvickers@prosourcepower.com

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Executive Summary

Project Overview

Cost of Project

Project Cost (\$)	24,505
Incentives (\$)	0
Net Cost of Project (\$)	24,505

Annual Operating Savings

Energy Savings (\$)	2,404
Maintenance Savings (\$)	1,581
Total Annual Operating Savings (\$)	3,986

Operating Savings Over 10 Years

Energy Savings (\$)	24,045
Maintenance Savings (\$)	15,818
Total Operating Savings Over 10 Years (\$)	39,863

Payback Period (years)	5.9
Net Present Value (\$)	6,262
Internal Rate of Return (%)	12.33

Financial Summary

Total Project Cost (\$)	Net Project Cost (\$)	10 Yr Operating Savings (\$)	Payback Period (yrs)
24,505	24,505	39,863	5.9

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Cash Flow Analysis

10 Year Cash Flow Analysis (\$)

	Year 1	Year 2	Year 3	Year 4	Year 5
Product Costs	18,219	-	-	-	-
Services	6,285	-	-	-	-
Energy Savings	2,405	2,405	2,405	2,405	2,405
Maintenance Savings	3,785	1,166	1,438	1,282	1,638
Net Cash Flow	(18,316)	3,571	3,843	3,686	4,043
Cumulative Cash Flow	(18,316)	(14,745)	(10,903)	(7,217)	(3,174)

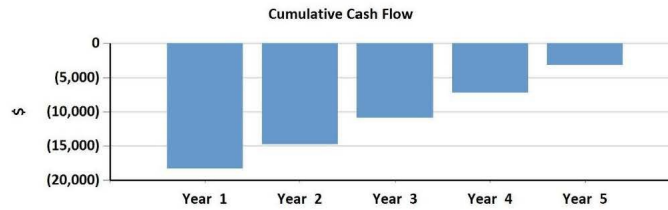
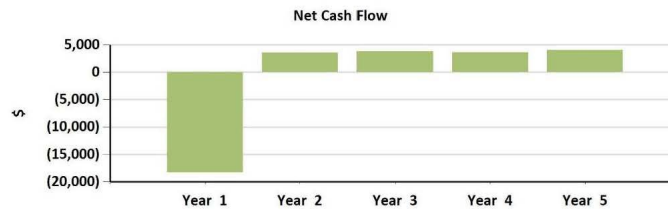


EXHIBIT A



55 Possom Trot Hollow Rd
 Whitewright, Texas 75491
<http://www.prosourcepower.com/>

10 Year Cash Flow Analysis (\$)

	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Product Costs	-	-	-	-	-	18,219
Services	-	-	-	-	-	6,285
Energy Savings	2,405	2,405	2,405	2,405	2,405	24,045
Maintenance Savings	1,163	1,687	1,157	1,338	1,166	15,819
Net Cash Flow	3,568	4,091	3,562	3,743	3,571	15,359
Cumulative Cash Flow	393	4,484	8,046	11,789	15,359	15,359

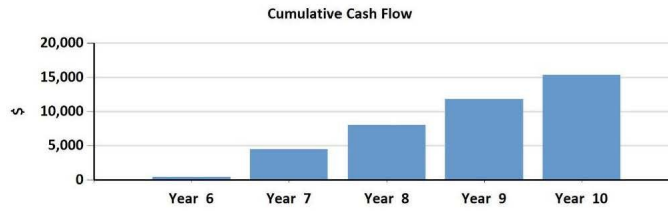
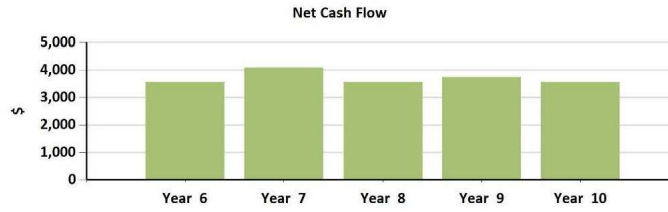


EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Cost of Waiting

Cost of Waiting

Monthly (\$)	Yearly (\$)	5 Years (\$)	10 Years (\$)	15 Years (\$)	20 Years (\$)
332	3,986	19,930	39,860	59,790	79,720



EXHIBIT A



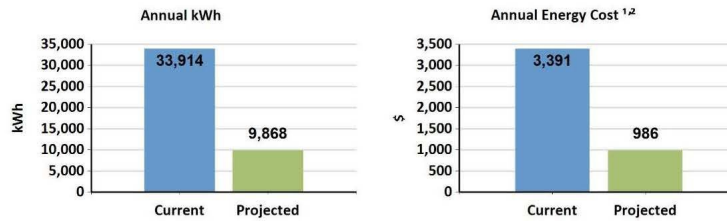
55 Possum Trot Hollow Rd
 Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Energy Usages and Costs

Annual Energy Usage Reduction

Current Usage (kWh)	Projected Usage (kWh)	Reduction (kWh)	Reduction (%)
33,914	9,868	24,045	71

Energy Comparison



1. Energy Cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00
2. Energy costs are averaged over 10 year analysis period

Watts Summary

Existing Watts ¹	Proposed Watts ¹	Reduced Watts	Reduction (%)
11,825	3,441	8,384	71

1. The watts calculations in this table take into account existing fixtures that are being replaced, upgraded, and/or have new lighting controls being proposed for them

Lighting Wattage Comparison

Area :										
Space	Existing Fixture	Qty	Watts	Total Watts	Proposed Solution	Qty	Watts	Total Watts	Scheduled Hours	
Conference Center :										

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Bathroom	14W A19 CFL	1	14	14	9w A19 4000k suitable for enclosed locations	1	9	9	2868
Conference Center :									
East Hallway	40w Incandescent	8	40	320	9w A19 4000k suitable for enclosed locations	8	9	72	2868
Conference Center :									
East Hallway	23W PAR38 CFL	16	23	368	BR30-9W-LED-650Lm-5000K-ES	16	9	144	2868
Conference Center :									
East Hallway	35w MR16 Halogen	23	35	805	MR16-6W-LED-560Lm-5000K	23	6	138	2868
Conference Center :									
East supply closet	2x2, 2 Lamp U Tube F40 Prismatic	1	94	94	2' T8 Tube-8W-LED-1000Lm-5000K	2	8	16	2868
Conference Center :									
Hallway by restroom	8ft, F96 T12 1 Lamp Strip	7	83	581	t8-12w 5000k LED Frosted Tube	14	12	168	2868
Conference Center :									
Joseph office	50w MR16 Halogen	3	50	150	MR16-6W-LED-560Lm-5000K	3	6	18	2868

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Conference Center :									
Joseph office	60w PAR20 Incandescent	2	60	120	R20-7W-LED-550Lm-5000K-ES	2	7	14	2868
Conference Center :									
Joseph office	60w BR30 Incandescent	1	60	60	t8-12w 5000k LED Frosted Tube	1	12	12	2868
Conference Center :									
Joseph office	4ft, F40 T12 2 Lamp Strip	1	94	94	t8-12w 5000k LED Frosted Tube	2	12	24	2868
Conference Center :									
Kitchen	2x4, 4 Lamp, F40 T12 Parabolic	10	188	1,880	t8-12w 5000k LED Frosted Tube	40	12	480	2868
Conference Center :									
Mechanical	8ft, F96 T12 2 Lamp Strip	2	138	276	t8-12w 5000k LED Frosted Tube	8	12	96	2868
Conference Center :									
Mens restroom	23W A19 CFL	8	23	184	9w A19 4000k suitable for enclosed locations	8	9	72	2868
Conference Center :									
North Hallway	23W PAR38 CFL	4	23	92	BR30-9W-LED-650Lm-5000K-ES	4	9	36	2868
Conference Center :									

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

North Mechanical	60w Incandescent	3	60	180	9w A19 4000k suitable for enclosed locations	3	9	27	2868
Conference Center :									
North Service Tunnel	4ft, F40 T12 2 Lamp Strip	10	94	940	t8-12w 5000k LED Frosted Tube	20	12	240	2868
Conference Center :									
Outside	23W A19 CFL	3	23	69	9w A19 4000k suitable for enclosed locations	3	9	27	2868
Conference Center :									
South Hallway	CFL 13w	8	13	104	9w A19 4000k suitable for enclosed locations	8	9	72	2868
Conference Center :									
South Hallway	23W PAR38 CFL	14	23	322	BR30-9W-LED-650Lm-5000K-ES	14	9	126	2868
Conference Center :									
South Hallway	35w MR16 Halogen	26	35	910	MR16-6W-LED-560Lm-5000K	26	6	156	2868
Conference Center :									
South Hallway	8ft, F96 T12 2 Lamp Strip	14	138	1,932	t8-12w 5000k LED Frosted Tube	56	12	672	2868

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Conference Center :									
South Office	35w MR16 Halogen	6	35	210	MR16-6W-LED-560Lm-5000K	6	6	36	2868
Conference Center :									
South Office	2x4, 3 Lamp, F32 T8 Prismatic	6	85	510	t8-12w 5000k LED Frosted Tube	18	12	216	2868
Conference Center :									
Storage	8ft, F96 T12 2 Lamp Strip	3	138	414	t8-12w 5000k LED Frosted Tube	12	12	144	2868
Conference Center :									
West Hall	8ft, F96 T12 2 Lamp Strip	7	138	966	t8-12w 5000k LED Frosted Tube	28	12	336	2868
Conference Center :									
Womens restroom	23W A19 CFL	10	23	230	9w A19 4000k suitable for enclosed locations	10	9	90	2868
Total			1730	11,825			249	3,441	

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Operational Overview

Operational Savings Summary

Operational Area	Current Annual (\$)	Projected Annual (\$)	Reduction (%)	Current 10 Year (\$)	Projected 10 Year (\$)	Reduction (%)
Energy ^{1,2}	3,391	986	71	33,914	9,868	71
Maintenance ³	1,639	57	97	16,390	572	97
Total	5,030	1,044	79	50,304	10,440	79

1. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00

2. Energy costs are averaged over 10 year analysis period

3. Maintenance costs are averaged over 10 year analysis period

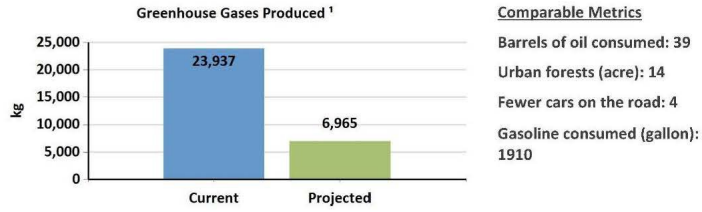
EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Environmental Impact

Greenhouse Gas Comparables



1. Average emission rates per kWh are based on estimates from eGrid 2012

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Upgrade Analysis

Proposed Controls Summary

There is no data to be presented for Proposed Controls Summary.

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Bill of Materials

Products

Lamps

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
K3M5	R20-7W-LED-550Lm-5000K-ES	2	15.16	30.32
K1M5	BR30-9W-LED-650Lm-5000K-ES	34	17.32	588.88
K6P0	2' T8 Tube-8W-LED-1000Lm-5000K	2	15.80	31.60
CMA A19 9w	9w A19 4000k suitable for enclosed locations	41	4.76	195.16
K8Q7	t8-12w 5000k LED Frosted Tube	199	8.93	1,777.07
K7L9	MR16-6W-LED-560Lm-5000K	58	8.66	502.28
Total				3,125.31

Additional Items

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
Contigantcy	Misc Item/Missed Items	1	5,639.83	5,639.83
Lift	Lift Rental	1	4,639.28	4,639.28
14070	8' to 4' 4-Lamp adapter	33	14.69	484.77
Sales Commissions	Sales Commissions	1	4,330.00	4,330.00
Total				15,093.88

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Installation

Description	Qty	Cost (\$)	Extended (\$)
R20-7W-LED-550Lm-5000K-ES	2	7.14	14.28
BR30-9W-LED-650Lm-5000K-ES	34	7.14	242.76
2' T8 Tube-8W-LED-1000Lm-5000K	2	21.43	42.86
9w A19 4000k suitable for enclosed locations	41	7.14	292.74
t8-12w 5000k LED Frosted Tube	199	21.43	4,264.57
MR16-6W-LED-560Lm-5000K	58	7.14	414.12
Total			5,271.33

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
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There is no data to be presented for Additional Cost.

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
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Appendix

There is no data to be presented for Incentives.

There is no data to be presented for Disclaimer.

EXHIBIT A



Building Name
Cottage

Proposal Name
Standard Retrofit

A Proposal For
Rob Bourestom
Assistant Director - General Svc
Town of Addison

Wednesday, June 28, 2017

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Wednesday, June 28, 2017

Rob Bourestom
Assistant Director - General Svc
Town of Addison

Gary Vickers
55 Possom Trot Hollow Rd
Whitewright, Texas 75491
Phone: 940-867-0368
Email: Gvickers@prosourcepower.com

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Executive Summary

Project Overview

Cost of Project

Project Cost (\$)	8,199
Incentives (\$)	0
Net Cost of Project (\$)	8,199

Annual Operating Savings

Energy Savings (\$)	3,487
Maintenance Savings (\$)	977
Total Annual Operating Savings (\$)	4,465

Operating Savings Over 10 Years

Energy Savings (\$)	34,872
Maintenance Savings (\$)	9,779
Total Operating Savings Over 10 Years (\$)	44,651

Payback Period (years)	1.8
Net Present Value (\$)	25,762
Internal Rate of Return (%)	78.78

Financial Summary

Total Project Cost (\$)	Net Project Cost (\$)	10 Yr Operating Savings (\$)	Payback Period (yrs)
8,199	8,199	44,651	1.8

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
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Cash Flow Analysis

10 Year Cash Flow Analysis (\$)

	Year 1	Year 2	Year 3	Year 4	Year 5
Product Costs	4,855	-	-	-	-
Services	3,344	-	-	-	-
Energy Savings	3,487	3,487	3,487	3,487	3,487
Maintenance Savings	1,663	851	851	903	1,171
Net Cash Flow	(3,049)	4,338	4,338	4,390	4,658
Cumulative Cash Flow	(3,049)	1,289	5,626	10,017	14,674

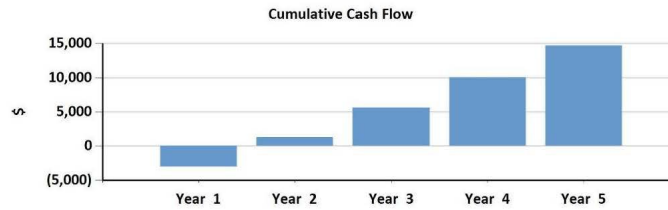
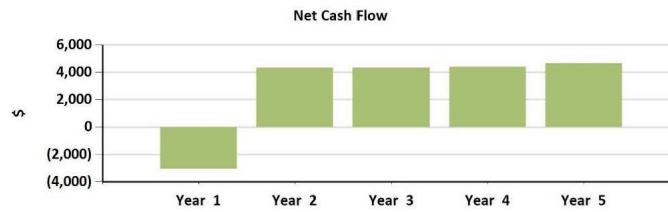


EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

10 Year Cash Flow Analysis (\$)

	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Product Costs	-	-	-	-	-	4,855
Services	-	-	-	-	-	3,344
Energy Savings	3,487	3,487	3,487	3,487	3,487	34,872
Maintenance Savings	851	903	567	1,171	851	9,779
Net Cash Flow	4,338	4,390	4,054	4,658	4,338	36,452
Cumulative Cash Flow	19,012	23,402	27,456	32,114	36,452	36,452

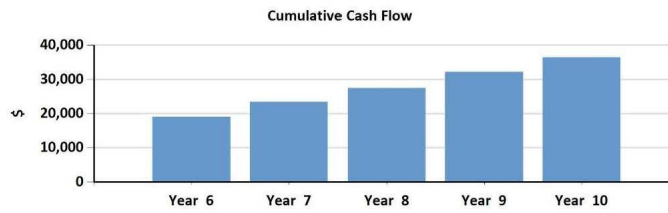
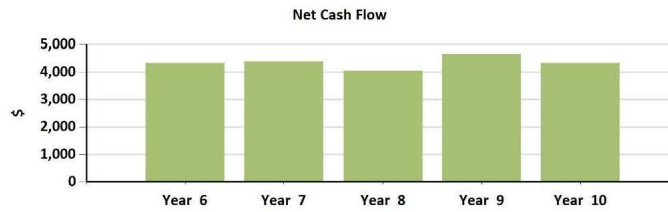


EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
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Cost of Waiting

Cost of Waiting

Monthly (\$)	Yearly (\$)	5 Years (\$)	10 Years (\$)	15 Years (\$)	20 Years (\$)
372	4,465	22,325	44,650	66,975	89,300



EXHIBIT A



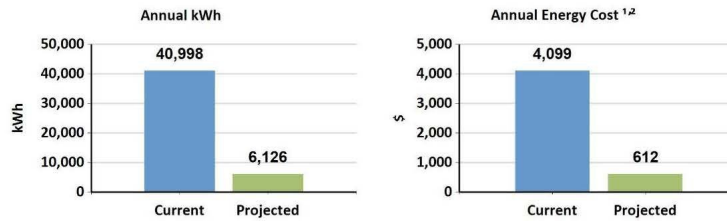
55 Possom Trot Hollow Rd
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Energy Usages and Costs

Annual Energy Usage Reduction

Current Usage (kWh)	Projected Usage (kWh)	Reduction (kWh)	Reduction (%)
40,998	6,126	34,872	85

Energy Comparison



1. Energy Cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00
2. Energy costs are averaged over 10 year analysis period

Watts Summary

Existing Watts ¹	Proposed Watts ¹	Reduced Watts	Reduction (%)
14,295	2,136	12,159	85

1. The watts calculations in this table take into account existing fixtures that are being replaced, upgraded, and/or have new lighting controls being proposed for them

EXHIBIT A



55 Possom Trot Hollow Rd
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Lighting Wattage Comparison

Area :									
Space	Existing Fixture	Qty	Watts	Total Watts	Proposed Solution	Qty	Watts	Total Watts	Scheduled Hours
1st Floor :									
Around Mirror	60w Incandescent	185	60	11,100	9w A19 4000k suitable for enclosed locations	185	9	1,665	2868
1st Floor :									
Cottage	8ft, F96 T12 2 Lamp Strip	20	138	2,760	15w 5000k Tube	20	15	300	2868
1st Floor :									
Cottage	CFL 13w	12	13	156	9w A19 4000k suitable for enclosed locations	12	9	108	2868
1st Floor :									
Crew	CFL 13w	3	13	39	9w A19 4000k suitable for enclosed locations	3	9	27	2868
1st Floor :									
Restroom	60w Incandescent	4	60	240	9w A19 4000k suitable for enclosed locations	4	9	36	2868
Total			284	14,295			51	2,136	

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Operational Overview

Operational Savings Summary

Operational Area	Current Annual (\$)	Projected Annual (\$)	Reduction (%)	Current 10 Year (\$)	Projected 10 Year (\$)	Reduction (%)
Energy ^{1,2}	4,099	612	85	40,998	6,126	85
Maintenance ³	977	0	100	9,779	0	100
Total	5,077	612	88	50,777	6,126	88

1. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00

2. Energy costs are averaged over 10 year analysis period

3. Maintenance costs are averaged over 10 year analysis period

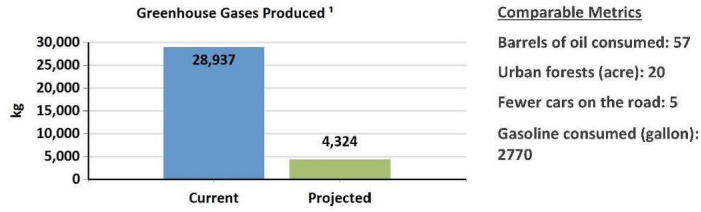
EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Environmental Impact

Greenhouse Gas Comparables



1. Average emission rates per kWh are based on estimates from eGrid 2012

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Upgrade Analysis

Proposed Controls Summary

There is no data to be presented for Proposed Controls Summary.

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Bill of Materials

Products

Lamps

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
K6P3	15w 5000k Tube	20	20.00	400.00
CMA A19 9w	9w A19 4000k suitable for enclosed locations	204	4.40	897.60
Total				1,297.60

Additional Items

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
Contigantcy	Misc Item/Missed Items	1	2,142.86	2,142.86
Sales Commissions	Sales Commissions	1	1,415.00	1,415.00
Total				3,557.86

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Installation

Description	Qty	Cost (\$)	Extended (\$)
15w 5000k Tube	20	21.43	428.60
9w A19 4000k suitable for enclosed locations	204	14.29	2,915.16
Total			3,343.76

EXHIBIT A



55 Possum Trot Hollow Rd
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There is no data to be presented for Additional Cost.

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
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Appendix

There is no data to be presented for Incentives.

There is no data to be presented for Disclaimer.

EXHIBIT A



Building Name
Addison Service Center

Proposal Name
Standard Retrofit with De-lamp

A Proposal For
Rob Boursstom
Assistant Director - General Svc
Town of Addison

Tuesday, June 27, 2017

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Tuesday, June 27, 2017

Rob Boursstom
Assistant Director - General Svc
Town of Addison

Gary Vickers
President
55 Possom Trot Hollow Rd
Whitewright, Texas 75491
Phone: 940-867-0368
Email: Gvickers@prosourcepower.com

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Executive Summary

Project Overview

Cost of Project

Project Cost (\$)	41,217
Incentives (\$)	0
Net Cost of Project (\$)	41,217

Annual Operating Savings

Energy Savings (\$)	10,932
Maintenance Savings (\$)	2,121
Total Annual Operating Savings (\$)	13,053

Operating Savings Over 10 Years

Energy Savings (\$)	109,328
Maintenance Savings (\$)	21,211
Total Operating Savings Over 10 Years (\$)	130,539

Payback Period (years)	2.6
Net Present Value (\$)	60,141
Internal Rate of Return (%)	47.42

Financial Summary

Total Project Cost (\$)	Net Project Cost (\$)	10 Yr Operating Savings (\$)	Payback Period (yrs)
41,217	41,217	130,539	2.6

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Cash Flow Analysis

10 Year Cash Flow Analysis (\$)

	Year 1	Year 2	Year 3	Year 4	Year 5
Product Costs	27,117	-	-	-	-
Services	14,100	-	-	-	-
Energy Savings	10,933	10,933	10,933	10,933	10,933
Maintenance Savings	13,383	18	126	102	1,138
Net Cash Flow	(16,901)	10,951	11,059	11,035	12,071
Cumulative Cash Flow	(16,901)	(5,950)	5,109	16,143	28,214

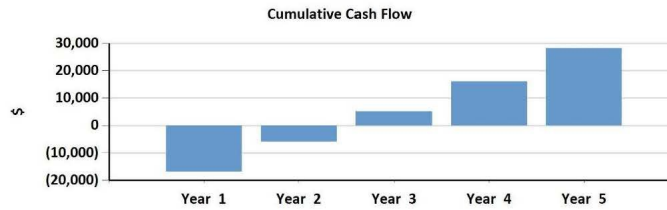
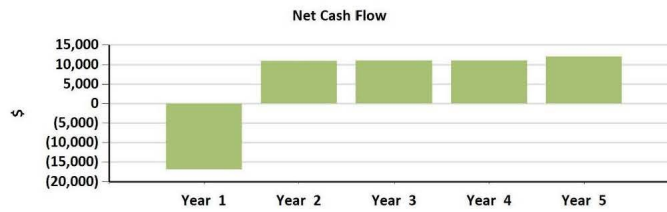


EXHIBIT A



55 Possom Trot Hollow Rd
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10 Year Cash Flow Analysis (\$)

	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Product Costs	-	-	-	-	-	27,117
Services	-	-	-	-	-	14,100
Energy Savings	10,933	10,933	10,933	10,933	10,933	109,328
Maintenance Savings	122	5,028	18	1,259	18	21,212
Net Cash Flow	11,054	15,961	10,951	12,192	10,951	89,323
Cumulative Cash Flow	39,268	55,229	66,180	78,372	89,323	89,323

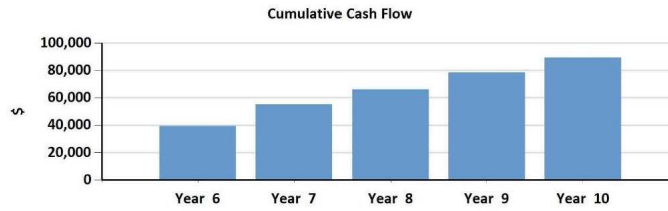
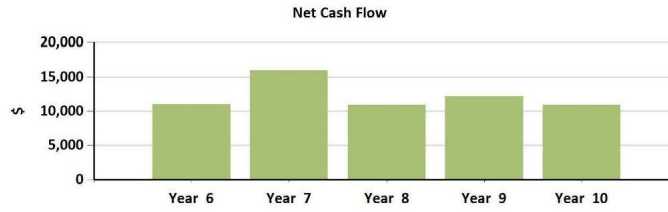


EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Cost of Waiting

Cost of Waiting

Monthly (\$)	Yearly (\$)	5 Years (\$)	10 Years (\$)	15 Years (\$)	20 Years (\$)
1,087	13,053	65,265	130,530	195,795	261,060

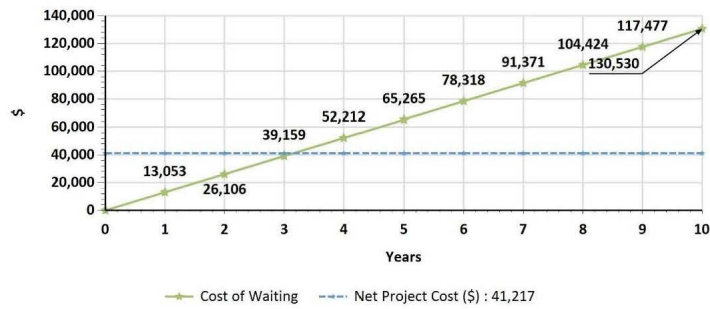


EXHIBIT A



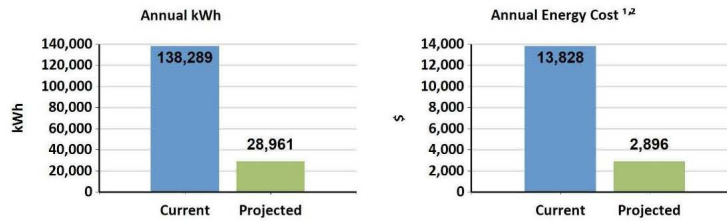
55 Possom Trot Hollow Rd
 Whitewright, Texas 75491
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Energy Usages and Costs

Annual Energy Usage Reduction

Current Usage (kWh)	Projected Usage (kWh)	Reduction (kWh)	Reduction (%)
138,289	28,961	109,328	79

Energy Comparison



1. Energy Cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00
2. Energy costs are averaged over 10 year analysis period

Watts Summary

Existing Watts ¹	Proposed Watts ¹	Reduced Watts	Reduction (%)
48,218	10,098	38,120	79

1. The watts calculations in this table take into account existing fixtures that are being replaced, upgraded, and/or have new lighting controls being proposed for them

Lighting Wattage Comparison

Area :									
Space	Existing Fixture	Qty	Watts	Total Watts	Proposed Solution	Qty	Watts	Total Watts	Scheduled Hours
1st Floor :									

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Back office	2x4, 4 Lamp, F40 T12 Prismatic	2	188	376	K6P3	4	15	60	2868
1st Floor :									
Back office & Hall	2x4, 4 Lamp, F40 T12 Prismatic	22	188	4,136	K6P3	44	15	660	2868
1st Floor :									
City Attorney Remote Office	2x4, 3 Lamp, F34 T12 Prismatic	1	130	130	K6P3	2	15	30	2868
1st Floor :									
Closet	4ft, F32 T8 2 Lamp Strip	1	60	60	K6P3	1	15	15	2868
1st Floor :									
Conference Room	2x4, 3 Lamp, F34 T12 Prismatic	3	130	390	K6P3	6	15	90	2868
1st Floor :									
Conference Room 2	CFL 26W	12	26	312	K3L1	12	12	144	2868
1st Floor :									
Conference Room 2	2x4, 3 Lamp, F34 T12 Prismatic	3	130	390	K6P3	6	15	90	2868
1st Floor :									
Cubicles	2x4, 3 Lamp, F34 T12 Prismatic	23	130	2,990	K6P3	46	15	690	2868
1st Floor :									
Entry	14W BR30 CFL	5	14	70	K3L1	5	12	60	2868
1st Floor :									
Filing closet	2x4, 4 Lamp, F34 T12 Prismatic	1	160	160	K6P3	2	15	30	2868

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

1st Floor :									
Goff office	2x4, 3 Lamp, F34 T12 Prismatic	3	130	390	K6P3	9	15	135	2868
1st Floor :									
Hall	2x4, 4 Lamp, F40 T12 Prismatic	1	188	188	K6P3	2	15	30	2868
1st Floor :									
Hall to shop	2x4, 4 Lamp, F32 T8 Prismatic	1	111	111	K6P3	2	15	30	2868
1st Floor :									
Kitchen restroom	14W BR30 CFL	4	14	56	K3L1	4	12	48	2868
1st Floor :									
Kitchen restroom	2x4, 4 Lamp, F40 T12 Prismatic	13	188	2,444	K6P3	26	15	390	2868
1st Floor :									
Kitchen/snack room	2x4, 4 Lamp, F40 T12 Prismatic	25	188	4,700	K6P3	50	15	750	2868
1st Floor :									
Mens Restroom	2x4, 2 Lamp, F40 T12 Prismatic	2	94	188	K6P3	2	15	30	2868
1st Floor :									
Office - right of lobby	2x4, 3 Lamp, F32 T8 Prismatic	4	85	340	K6P3	8	15	120	2868
1st Floor :									
Shop	8ft, F96 T12 2 Lamp Strip	36	138	4,968	K6P3	72	15	1,080	2868
1st Floor :									

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Shop upstairs	8ft, F96 T12 2 Lamp Strip	3	138	414	K6P3	6	15	90	2868
1st Floor :									
Shroyer office	2x4, 3 Lamp, F34 T12 Prismatic	3	130	390	K6P3	6	15	90	2868
1st Floor :									
Single office	2x4, 3 Lamp, F34 T12 Prismatic	4	130	520	K6P3	8	15	120	2868
1st Floor :									
Small Office with stairwell	2x4, 4 Lamp, F40 T12 Prismatic	4	188	752	K6P3	8	15	120	2868
1st Floor :									
Special Events	2x4, 4 Lamp, F34 T12 Prismatic	2	160	320	K6P3	4	15	60	2868
1st Floor :									
Special Events	2x4, 3 Lamp, F34 T12 Prismatic	24	130	3,120	K6P3	48	15	720	2868
1st Floor :									
Stairwell	23W BR40 CFL	6	23	138	K4L2	6	13	78	2868
1st Floor :									
Womens Restroom	23W BR40 CFL	2	23	46	K4L2	2	13	26	2868
1st Floor :									
Womens Restroom	2x4, 3 Lamp, F34 T12 Prismatic	2	130	260	K6P3	4	15	60	2868
1st Floor :									
Womens restroom 2	75w BR40 Incandesc ent	3	75	225	K4L2	3	13	39	2868
1st Floor :									

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
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Womens restroom 2	2x4, 4 Lamp, F40 T12 Prismatic	6	188	1,128	K6P3	12	15	180	2868
Upstairs :									
Chemical Storage	200w High Pressure Sodium	1	240	240	DLZ130	1	130	130	2868
Upstairs :									
Landing/cubicles/hall	2x2, 2 Lamp U Tube F34 Parabolic	1	80	80	K0N2	2	10	20	2868
Upstairs :									
Landing/cubicles/hall	2x4, 4 Lamp, F34 T12 Prismatic	30	160	4,800	K6P3	60	15	900	2868
Upstairs :									
Mens Restroom	2x4, 4 Lamp, F40 T12 Parabolic	4	188	752	K6P3	8	15	120	2868
Upstairs :									
Office A	2x4, 3 Lamp, F34 T12 Prismatic	4	130	520	K6P3	8	15	120	2868
Upstairs :									
Office C	2x4, 3 Lamp, F34 T12 Prismatic	3	130	390	K6P3	6	15	90	2868
Upstairs :									
Office D	2x4, 4 Lamp, F40 T12 Prismatic	2	188	376	K6P3	4	15	60	2868
Upstairs :									
Office E	2x4, 4 Lamp, F34 T12 Prismatic	3	160	480	K6P3	6	15	90	2868
Upstairs :									

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Office F	2x4, 4 Lamp, F34 T12 Prismatic	3	160	480	K6P3	6	15	90	2868
Upstairs :									
Office G	2x4, 3 Lamp, F32 T8 Prismatic	5	85	425	K6P3	10	15	150	2868
Upstairs :									
Office H	2x4, 3 Lamp, F34 T12 Prismatic	4	130	520	K6P3	8	15	120	2868
Upstairs :									
Office I	2x4, 3 Lamp, F34 T12 Prismatic	2	130	260	K6P3	4	15	60	2868
Upstairs :									
Office J	2x4, 3 Lamp, F34 T12 Prismatic	6	130	780	K6P3	12	15	180	2868
Upstairs :									
Office K	2x4, 3 Lamp, F34 T12 Prismatic	3	130	390	K6P3	6	15	90	2868
Upstairs :									
Plans closet	2x4, 3 Lamp, F34 T12 Prismatic	1	130	130	K6P3	2	15	30	2868
Upstairs :									
Rob office	2x4, 3 Lamp, F34 T12 Prismatic	4	130	520	K6P3	8	15	120	2868
Upstairs :									
Server A	2x4, 3 Lamp, F34 T12 Prismatic	4	130	520	K6P3	8	15	120	2868

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
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Upstairs :									
Server B	2x4, 4 Lamp, F40 T12 Prismatic	2	188	376	K6P3	4	15	60	2868
Upstairs :									
Shop 2 closet	8ft, F96 T12 2 Lamp Strip	1	138	138	K6P3	2	15	30	2868
Upstairs :									
Shop 2 upstairs	2x4, 2 Lamp, F34 T12 Parabolic	2	80	160	K6P3	4	15	60	2868
Upstairs :									
Shop 2 upstairs	8ft, F96 T12 2 Lamp Strip	26	138	3,588	K6P3	52	15	780	2868
Upstairs :									
Shop downstairs	8ft, F96 T12 2 Lamp Strip	4	138	552	K6P3	8	15	120	2868
Upstairs :									
Shop downstairs office	2x4, 2 Lamp, F32 T8 Prismatic	4	60	240	K6P3	8	15	120	2868
Upstairs :									
Snack room	2x4, 4 Lamp, F40 T12 Prismatic	4	188	752	K6P3	8	15	120	2868
Upstairs :									
Storage room	2x4, 4 Lamp, F40 T12 Prismatic	2	188	376	K6P3	4	15	60	2868
Upstairs :									
Supply closet	2x4, 4 Lamp, F40 T12 Parabolic	1	188	188	K6P3	2	15	30	2868
Upstairs :									

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Telco room	2x4, 3 Lamp, F34 T12 Prismatic	1	130	130	K6P3	2	15	30	2868
Upstairs :									
Womens restroom	23W BR40 CFL	1	23	23	K4L2	1	13	13	2868
Upstairs :									
Womens restroom Toilet area	2x4, 2 Lamp, F34 T12 Prismatic	4	80	320	K6P3	8	15	120	2868
Total			7577	48,218			978	10,098	

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Operational Overview

Operational Savings Summary

Operational Area	Current Annual (\$)	Projected Annual (\$)	Reduction (%)	Current 10 Year (\$)	Projected 10 Year (\$)	Reduction (%)
Energy ^{1,2}	13,828	2,896	79	138,289	28,961	79
Maintenance ³	2,121	0	100	21,211	0	100
Total	15,950	2,896	82	159,500	28,961	82

- 1. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 0.00*
- 2. Energy costs are averaged over 10 year analysis period*
- 3. Maintenance costs are averaged over 10 year analysis period*

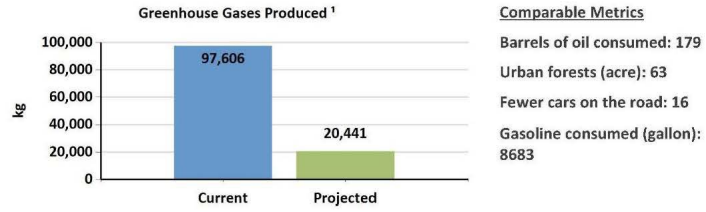
EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Environmental Impact

Greenhouse Gas Comparables



1. Average emission rates per kWh are based on estimates from eGrid 2012

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Upgrade Analysis

Proposed Controls Summary

There is no data to be presented for Proposed Controls Summary.

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Bill of Materials

Products

Lamps

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
DLZ130	130 LED Retrofit	1	433.00	433.00
K3L1	R30 5000k	21	16.98	356.58
K4L2	R40 13w	12	24.90	298.80
K0N2	2' 10w LED Tube	2	11.44	22.88
K6P3	15W LED Tube 5000k	636	21.00	13,356.00
Total				14,467.26

Additional Items

Part Number	Short Description	Qty	Cost (\$)	Extended (\$)
14070	8' to 4' 4-Lamp adapter	70	14.69	1,028.30
Sales Commissions	Sales Commissions	1	5,899.63	5,899.63
Contingency	Misc Item/Missed Items	1	5,721.78	5,721.78
Total				12,649.71

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Installation

Description	Qty	Cost (\$)	Extended (\$)
DLZ130	1	285.71	285.71
K3L1	21	4.29	90.09
K4L2	12	4.29	51.48
K0N2	2	21.43	42.86
K6P3	636	21.43	13,629.48
Total			14,099.62

EXHIBIT A



55 Possum Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

There is no data to be presented for Additional Cost.

EXHIBIT A



55 Possom Trot Hollow Rd
Whitewright, Texas 75491
<http://www.prosourcepower.com/>

Appendix

There is no data to be presented for Incentives.

There is no data to be presented for Disclaimer.

EXHIBIT A

Exhibit "B" Insurance Requirements

TOWN OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON. All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

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

TYPE OF INSURANCE

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

EXHIBIT A

3. **Business Auto Liability** Combined Single Limit **TOWN OF ADDISON to
to include coverage for: \$1,000,000** **be listed as
a) Owned/Leased** **ADDITIONAL INSURED
vehicles** **and provided 30 DAY
b) Non-owned vehicles** **NOTICE OF
c) Hired vehicles** **CANCELLATION or
material change in
coverage.
Insurance company
must be A:VII-rated or
above.**

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: City Manager

AGENDA CAPTION:

Consider Action On **A Resolution Of The Town Of Addison Finding That Oncor Electric Delivery Company LLC's Application To Change Rates Within The City Should Be Denied; Finding That The City's Reasonable Rate Case Expenses Shall Be Reimbursed By The Company; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel.**

BACKGROUND:

The purpose of this item is to deny the rate application and consolidation proposed by Oncor Electric Delivery Company (Oncor).

The Town of Addison is a member of a 156-city coalition known as the Steering Committee of Cities Served by Oncor which is represented by the legal firm of Lloyd Gosselink. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU Energy gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Please see attached document for a list of cities which represent the Steering Committee.

Oncor filed an application on or about March 17, 2017 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. Oncor is asking the Town to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

The proposed resolution will deny the rate application and ensures that Addison customers will continue to be charged existing rates. Once the resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing currently pending at the Commission.

Oncor is legally authorized to charge the proposed rate increase to all customers within the city's jurisdiction if this resolution is not approved.

Listed below is an explanation of the actions that will be taken with the resolution:

- Section 1: This paragraph states that the rates proposed by Oncor to be recovered by the electric rates are unreasonable and should be denied.
- Section 2: This section states that the company should continue to charge current rates to customers.
- Section 3: The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.
- Section 4: This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.
- Section 5: This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

There is no budgetary impact to this item.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Oncor Denial of Rate Increase

Oncor Steering Committee Cities Listing 2017

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, the Town of Addison, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about March 17, 2017, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application.

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this _____ day of _____, 2017.

Joe Chow, Mayor

ATTEST:

Laura Bell, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

STEERING COMMITTEE CITIES SERVED BY ONCOR (Total 156)

Addison	Fate	Oak Leaf
Allen	Flower Mound	Oak Point
Alvarado	Forest Hill	Odessa
Andrews	Fort Worth	O'Donnell
Anna	Frisco	Ovilla
Archer City	Frost	Palestine
Argyle	Gainesville	Pantego
Arlington	Garland	Paris
Azle	Glenn Heights	Plano
Bedford	Grand Prairie	Pottsboro
Bellmead	Granger	Prosper
Belton	Grapevine	Ranger
Benbrook	Haltom City	Rhome
Beverly Hills	Harker Heights	Richardson
Big Spring	Haslet	Richland
Breckenridge	Heath	Richland Hills
Bridgeport	Henrietta	River Oaks
Brownwood	Hewitt	Roanoke
Buffalo	Highland Park	Robinson
Burkburnett	Honey Grove	Rockwall
Burleson	Howe	Rosser
Caddo Mills	Hurst	Rowlett
Cameron	Hutto	Sachse
Canton	Iowa Park	Saginaw
Carrollton	Irving	Sansom Park
Cedar Hill	Jolly	Seagoville
Celina	Josephine	Sherman
Centerville	Justin	Snyder
Cleburne	Kaufman	Southlake
Coahoma	Keller	Springtown
Colleyville	Kennedale	Stephenville
Collinsville	Kerens	Sulphur Springs
Colorado City	Killeen	Sunnyvale
Comanche	Krum	Sweetwater
Commerce	Lake Worth	Temple
Coppell	Lakeside	Terrell
Copperas Cove	Lamesa	The Colony
Corinth	Lancaster	Trophy Club
Crowley	Lewisville	Tyler
Dallas	Lindale	University Park
Dalworthington Gardens	Little Elm	Venus
DeLeon	Little River Academy	Waco
De Soto	Malakoff	Watauga
Denison	Mansfield	Waxahachie
Duncanville	McKinney	Westover Hills
Early	Mesquite	White Settlement
Eastland	Midland	Wichita Falls
Edgecliff Village	Midlothian	Willow Park
Ennis	Murchison	Woodway
Euless	Murphy	Wylie
Everman	New Chapel Hill	
Fairview	North Richland Hills	
Farmers Branch	Northlake	

AI-2259

15.

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: City Manager

AGENDA CAPTION:

Consider Action On **A Resolution To Appoint Members To The Community Partners Bureau.**

BACKGROUND:

The Community Partners Bureau (CPB) are residents appointed to represent the Town of Addison with its Community Partners (non-profit organizations). Annually the Town provides grants to these Community Partners to provide services that better support the community. CPB members are appointed by council liaisons with input from the full council. Council will discuss and approve the appointments.

Council members Lori Ward and Paul Walden appointed the following individuals to the CPB and all have agreed to serve:

Linda Berthold (Bureau Chair)
June Cooper
Dawn Jantsch
Fran Powell
Marlin Willesen

Terms are for one year and may serve up to three consecutive terms. To qualify to be a CPB member, candidates must have demonstrated a commitment to community service.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Community Partners Bureau

TOWN OF ADDISON

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF ADDISON, TEXAS APPOINTING MEMBERS TO SERVE ON THE COMMUNITY PARTNERS BUREAU; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF ADDISON, TEXAS THAT:

SECTION 1

The following citizens are appointed to service on the Community Partners Bureau at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

<u>Name</u>	<u>Term Expires</u>
Linda Berthold (Chair)	September 30, 2017
Dawn Jantsch	September 30, 2018
Fran Powell	September 30, 2019
Marlin Willesen	September 30, 2019
June Cooper	September 30, 2018

SECTION 2

This resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 11th day of July, 2017.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Bell, City Secretary

Brenda N. McDonald, City Attorney

Work Session and Regular Meeting**Meeting Date:** 07/11/2017**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Consider Action To Approve **A Resolution Accepting The Dedication Of Sidewalk And Utility Easements On The MYCON Office Building Property Located At 17311 Dallas Parkway.**

BACKGROUND:

The property located at 17311 Dallas Parkway was recently purchased by MYCON General Contractors. The new owner has completed a major renovation of the site and office building to update the appearance of the property and bring it in to compliance with many current development standards. As part of this project, the owner was required to pull the sidewalks away from the back of the street curb, where possible, along both Addison Road and Dallas Parkway in accordance with the new Master Transportation Plan. In doing so, the sidewalk was placed outside of the current right-of-way limits. In order to ensure pedestrian access in the future, MYCON has agreed to grant the Town 15 foot wide sidewalk easements along both street frontages.

Additionally, fire sprinklers were added to the building. This necessitated a new water line from the main line under Addison Road to the building. The public portion of this line requires a separate utility easement dedication.

These easements have been reviewed and approved by engineering and legal staff. Once the City Council accepts these easements, they will be filed with Dallas County for record keeping.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-MYCON Easement Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING THE DEDICATION OF A SIDEWALK AND UTILITY EASEMENT FROM SBBT, LLC AND 208 E. LOUISIANA, LTD. FOR UTILITIES AND SIDEWALK PURPOSES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Easement for Utilities and Sidewalk from SBBT, LLC and 208 E. Louisiana, Ltd. for utilities and sidewalk purposes, a copy of which is attached to this Resolution as **Exhibit A**, is hereby accepted and the City Manager is hereby authorized to execute the easement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**After Recording Return To:
Town of Addison, Texas
P.O. Box 9010
Addison, Texas 75001**

EASEMENT FOR UTILITIES AND SIDEWALK

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

DATE: _____ , 2017

GRANTOR: SBBT, LLC, a Texas limited liability company (as a tenant-in-common)
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
(Dallas County, Texas)

AND

208 E. Louisiana, Ltd., a Texas limited partnership (as a tenant-in-common)
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
(Dallas County, Texas)

GRANTEE: Town of Addison, Texas and all public utility companies
5300 Belt Line Road
Dallas, Texas 75254
(Dallas County, Texas)

CONSIDERATION:

Ten Dollars (\$10.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor, and other good and valuable consideration.

EASEMENT PROPERTY:

See **Exhibit A** and **Exhibit B** attached hereto and incorporated herein by reference.

EASEMENT PURPOSE: The construction, installation, operation, improvement, use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of utilities (including, without limitation, water, sanitary sewer, storm sewer, drainage,

EXHIBIT A

electric, gas, telephone, fiber optic, telecommunications, cable television, and other communications systems), together with all and singular related rights and appurtenances, facilities, equipment and attachments thereto, including, without limitation, lines, pipelines, valves, manholes, switchgear, transformers, manhole vents, lateral line connections, and junction boxes (collectively, the "Utility Facilities"), and of a sidewalk (including, without limitation, the use of the sidewalk for pedestrian traffic), together with all and singular related rights and appurtenances, facilities, equipment and attachments thereto, including landscaping, pedestrian amenities and improvements (including but not limited to benches, bench coverings, ramps, planters, planting areas, trees, and water fountains) (collectively, the "Sidewalk Facilities") (the Utility Facilities and the Sidewalk Facilities being referred to herein together as the "Facilities"), and related and customary uses and purposes related or attendant to any and all of the foregoing.

RESERVATIONS FROM CONVEYANCE:

None.

EXCEPTIONS TO WARRANTY:

None.

GRANT OF EASEMENT: Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's successors and assigns an easement and right-of-way on, in, over, under, through, and across the Easement Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and the Exceptions to Warranty.

TERMS AND CONDITIONS:

1. *Character of Easement.* The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to use all or part of the Easement Property in conjunction with Grantor as long as such use by Grantor and Grantor's heirs, successors and assigns does not interfere with the use of the Easement Property by Grantee and Grantee's successors and assigns.
4. *Improvement and Maintenance of Easement Property.* Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written

EASEMENT FOR UTILITIES AND SIDEWALK - PAGE 2

EXHIBIT A

consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Easement or the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee, its heirs, successors and assigns and its officers, employees, contractors, and licensees shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

Grantee shall repair and replace, at Grantee's expense, all paving, curbing, fencing, walls, shrubbery, trees and landscaping located on the Easement Property to the extent that any of the same is damaged by Grantee's use of the Easement Property, but only if such repair and replacement does not, in the judgment of Grantee, interfere with Grantee's use of the Easement Property.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties or to those benefited by this agreement; provided, however that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

6. *Binding Effect.* This Easement for Utilities and Sidewalk binds and inures to the benefit of the Grantor and Grantor's heirs, successors and assigns and the Grantee and Grantee's, heirs, successors and assigns.

7. *Choice of Law.* This Easement for Utilities agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for all suits, matters, claims, or proceedings hereunder lies exclusively in Dallas County, Texas.

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Easement for Utilities agreement does not preclude pursuit of any other rights or remedies in this Easement for Utilities agreement or provided by law, in equity, or otherwise.

9. *Integration.* This Easement for Utilities and Sidewalk contains the complete agreement of the parties with respect to the matters set forth herein and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations or warranties that are not expressly set forth in this Easement for Utilities agreement.

10. *Legal Construction.* If any provision of this Easement for Utilities agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement for Utilities agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and

EASEMENT FOR UTILITIES AND SIDEWALK - PAGE 3

EXHIBIT A

neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Easement for Utilities agreement are for reference only and are not intended to restrict or define the text of any section. This Easement for Utilities agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Notices.* Any notice, demand, request or communication required or permitted under this Easement for Utilities agreement 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 if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for notice are as follows:

To Grantor:

SBBT, LLC
208 E. Louisiana, Ltd.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Attn: Charles R. Myers

To Grantee:

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

From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Easement for Utilities 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.

12. *Third Party Beneficiaries.* This Easement for Utilities and all of its provisions are solely for the benefit of the parties hereto and their respective heirs, successors, and assigns.

13. *Authorized Persons.* The undersigned persons are the properly authorized representatives of each of the respective parties and have the necessary authority to execute this Easement for Utilities on behalf of the parties hereto.

MISCELLANEOUS:

When the context requires it, singular nouns and pronouns include the plural.

EXHIBIT A

EXECUTED effective as of the date first written above.

GRANTORS:

SBBT, LLC, a Texas limited liability company

By: _____
Charles R. Myers, Managing Member

208 E. Louisiana, Ltd.,
a Texas limited partnership

By: CRM Holdings, LLC, a Texas
limited liability company, its General Partner

By: _____
Charles R. Myers, Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Charles R. Myers, Managing Member of SBBT, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[SEAL] Given under my hand and seal of office this _____ day of _____, 2017.

Notary Public, State of Texas

EXHIBIT A

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Charles R. Myers, Manager of CRM Holdings, LLC, a Texas limited liability company, the General Partner of 208 E. Louisiana, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[SEAL] Given under my hand and seal of office this _____ day of _____, 2017.

Notary Public, State of Texas

GRANTEE:

Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Wesley S. Pierson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[SEAL] Given under my hand and seal of office this _____ day of _____, 2017.

Notary Public, State of Texas

EXHIBIT A

Consent and Subordination by Lienholder

Lienholder, the undersigned _____ (formed and operating under the laws of the State of _____), whose address is _____, as the holder of [a] lien[s] on the Easement Property, consents to the terms of the above grant of Easement, including the terms and conditions of the grant and all provisions of this Easement for Utilities, and Lienholder hereby subordinates its lien[s] to the rights and interests of Grantee (and Grantee's heirs, successors and assigns), so that a foreclosure of the lien[s] (or transfer in lieu of foreclosure, or Lienholder's succession to the interests of Grantor, its successors and assigns, by other means) will not extinguish the rights and interests of the Grantee, its heirs, successors and assigns. The person signing on behalf of Lienholder hereby represents that the person has authority and is duly authorized to sign this Consent and Subordination by Lienholder on behalf of and to bind Lienholder.

LIENHOLDER:

By: _____

Typed/printed name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

[SEAL] Given under my hand and seal of office this _____ day of _____, 201__.

Notary Public, State of Texas

Print Name: _____

My commission expires: _____

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION
UTILITY EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING SITUATED IN THE EIJ SHEPHERD SURVEY, ABSTRACT NO. 1361, DALLAS COUNTY, TEXAS, BEING A PORTION OF THE FINAL PLAT OF PARK TREE NORTH, AS RECORDED IN VOLUME 78190, PAGE 942, MAP RECORDS, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


BEGINNING AT A "X" CUT FOUND AT THE SOUTHWEST CORNER OF SAID PARK TREE NORTH, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF ADDISON ROAD;


THENCE ALONG THE WEST LINE OF SAID PARK TREE NORTH AND SAID EAST RIGHT OF WAY LINE, NORTH 02 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 26.52 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 59 SECONDS EAST A DISTANCE OF 23.30 FEET;

THENCE SOUTH 02 DEGREES 01 MINUTES 34 SECONDS WEST A DISTANCE OF 26.52 FEET TO THE SOUTH LINE OF SAID PARK TREE NORTH, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF THE FINAL PLAT OF TWO ROWS RESTAURANT, AS RECORDED IN VOLUME 2004081, PAGE 208, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE ALONG SAID SOUTH LINE OF PARK TREE NORTH AND SAID NORTH LINE OF TWO ROWS RESTAURANT, NORTH 89 DEGREES 58 MINUTES 59 SECONDS WEST A DISTANCE OF 23.30 TO THE POINT OF BEGINNING, CONTAINING 618 SQUARE FEET OR 0.014 ACRE OF LAND, MORE OR LESS.





MARSHALL LANCASTER
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4873
DATE: JUNE 05, 2017

GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE FINAL PLAT OF PARK TREE NORTH, AS RECORDED IN VOLUME 78190, PAGE 942, MAP RECORDS, DALLAS COUNTY, TEXAS, SHOWN THEREON AS N 89°56'59" W.
2. OWNERSHIP REFERENCES SHOWN HEREON ARE BASED ON DALLAS APPRAISAL DISTRICT WEB PAGE DATA (WWW.DALLASCAD.ORG).
3. TITLE ENCUMBRANCE RESEARCH (SUCH AS EASEMENTS) SHOWN ON THIS EXHIBIT IS BASED ON (1) INFORMATION CONTAINED IN SCHEDULE "B" OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, GF NO. 1011-165388-RTT ISSUED DECEMBER 10, 2015 AND (2) THE FINAL PLAT FOR PARK TREE NORTH, AS RECORDED IN VOLUME 78190, PAGE 942, MAP RECORDS, DALLAS COUNTY, TEXAS. EASEMENTS AND OTHER TITLE ENCUMBRANCES, BOTH RECORDED AND UNRECORDED, MAY EXIST THAT ARE NOT CONTAINED WITHIN SAID RESEARCH (AND THEREFORE NOT SHOWN ON THIS EXHIBIT). MARSHALL LANCASTER & ASSOCIATES, INC. MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SAID TITLE ENCUMBRANCE RESEARCH.

DATE: 06/05/2017
JOB NO.: 16188
DRAWN BY: SG
SHEET 1 OF 2

UTILITY EASEMENT
PARK TREE NORTH
VOLUME 78190, PAGE 942
CITY OF ADDISON, DALLAS COUNTY, TEXAS

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metro (817) 288-8000 fax (817) 282-2231 www.mls-survey.com firm no. 15045100

EXHIBIT A

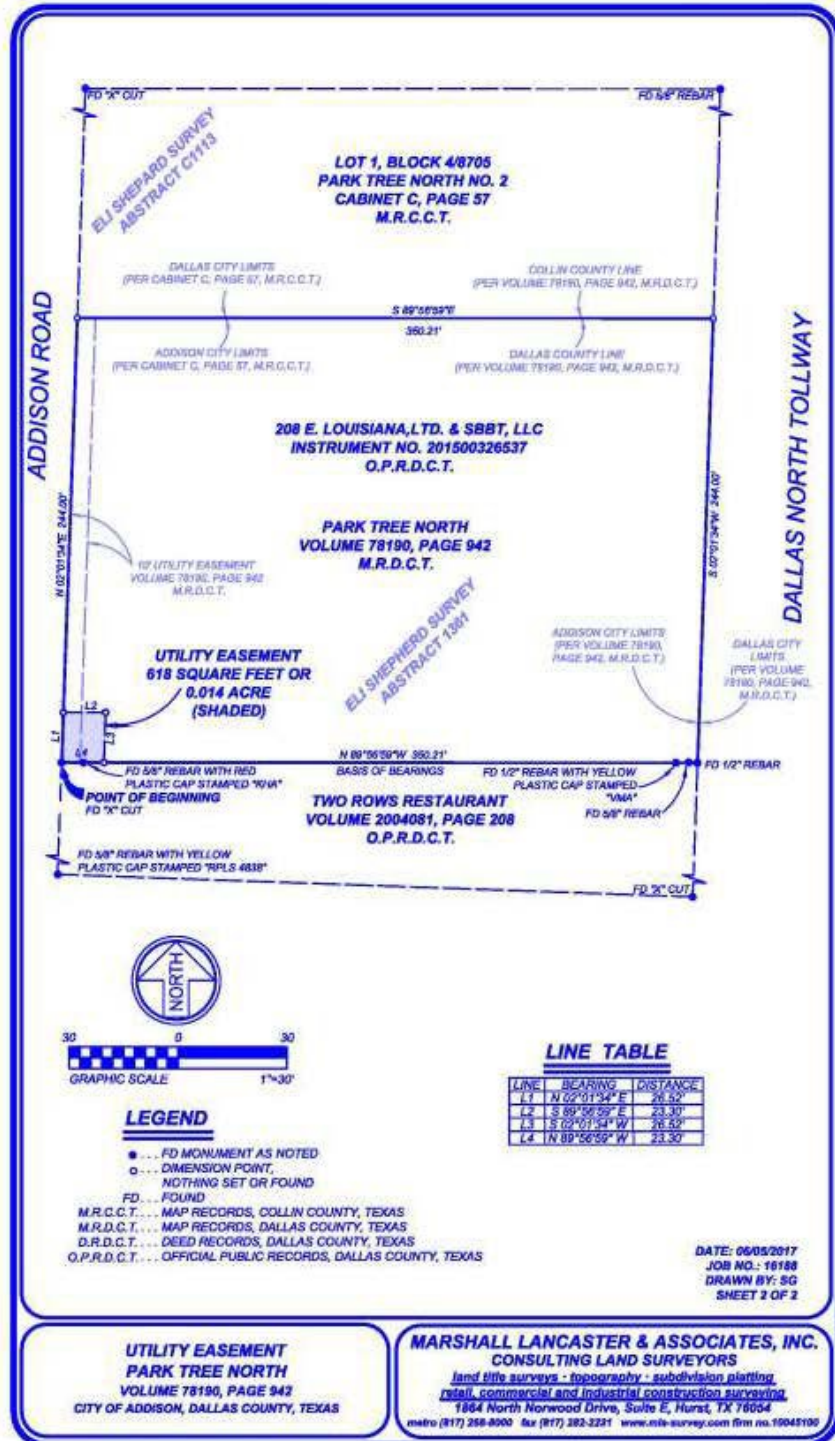


EXHIBIT A

EXHIBIT B

TRACT 1
LEGAL DESCRIPTION
15' SIDEWALK EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING SITUATED IN THE ELI SHEPHERD SURVEY, ABSTRACT NO. 1361, DALLAS COUNTY, TEXAS, BEING A PORTION OF THE FINAL PLAT OF PARK TREE NORTH, AS RECORDED IN VOLUME 78190, PAGE 942, MAP RECORDS, DALLAS COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A "X" CUT FOUND AT THE SOUTHWEST CORNER OF SAID PARK TREE NORTH, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF ADDISON ROAD;

THENCE ALONG THE EAST LINE OF SAID PARK TREE NORTH AND SAID EAST RIGHT OF WAY LINE, NORTH 02 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 244.00 FEET TO THE NORTHWEST CORNER OF SAID PARK TREE NORTH TRACT, SAID POINT BEING ON THE SOUTH LINE OF THE FINAL PLAT OF LOT 1, BLOCK 48700, PARK TREE NORTH NO. 2, AS RECORDED IN CABINET C, PAGE 67, MAP RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID PARK TREE NORTH TRACT AND SAID SOUTH LINE OF LOT 1, BLOCK 48700, PARK TREE NORTH NO. 2, SOUTH 89 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 15.01 FEET;

THENCE SOUTH 03 DEGREES 01 MINUTES 34 SECONDS WEST A DISTANCE OF 244.00 FEET TO THE SOUTH LINE OF SAID PARK TREE NORTH, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF THE FINAL PLAT OF TWO ROWS RESTAURANT, AS RECORDED IN VOLUME 2004081, PAGE 208, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY;

THENCE ALONG SAID SOUTH LINE OF PARK TREE NORTH TRACT AND SAID NORTH LINE OF TWO ROWS RESTAURANT, NORTH 89 DEGREES 56 MINUTES 59 SECONDS WEST A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING, CONTAINING 3,000 SQUARE FEET OR 0.084 ACRE OF LAND, MORE OR LESS.

TRACT 2
LEGAL DESCRIPTION
15' SIDEWALK EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING SITUATED IN THE ELI SHEPHERD SURVEY, ABSTRACT NO. 1361, DALLAS COUNTY, TEXAS, BEING A PORTION OF THE FINAL PLAT OF PARK TREE NORTH, AS RECORDED IN VOLUME 78190, PAGE 942, MAP RECORDS, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 10" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID PARK TREE NORTH, SAID POINT BEING THE NORTHEAST CORNER OF THE FINAL PLAT OF TWO ROWS RESTAURANT, AS RECORDED IN VOLUME 2004081, PAGE 208, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF DALLAS NORTH TOLLWAY;

THENCE ALONG THE SOUTH LINE OF SAID PARK TREE NORTH AND THE NORTH LINE OF SAID TWO ROWS RESTAURANT, NORTH 89 DEGREES 56 MINUTES 59 SECONDS WEST A DISTANCE OF 15.01 FEET;

THENCE NORTH 02 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 244.00 FEET TO THE NORTH LINE OF SAID PARK TREE NORTH, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE FINAL PLAT OF LOT 1, BLOCK 48700, PARK TREE NORTH NO. 2, AS RECORDED IN CABINET C, PAGE 67, MAP RECORDS, COLLIN COUNTY, TEXAS;

THENCE ALONG SAID NORTH LINE OF PARK TREE NORTH AND SAID SOUTH LINE OF LOT 1, BLOCK 48700, PARK TREE NORTH NO. 2, SOUTH 89 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 15.01 FEET TO THE NORTHEAST CORNER OF SAID PARK TREE NORTH TRACT, SAID POINT BEING ON SAID WEST RIGHT OF WAY LINE OF DALLAS NORTH TOLLWAY;

THENCE ALONG THE EAST LINE OF SAID PARK TREE NORTH AND SAID WEST RIGHT OF WAY LINE, SOUTH 02 DEGREES 01 MINUTES 34 SECONDS WEST A DISTANCE OF 244.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,000 SQUARE FEET OR 0.084 ACRE OF LAND, MORE OR LESS.





MARSHALL LANCASTER
 TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4873
 DATE: JUNE 05, 2017

GENERAL NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE FINAL PLAT OF PARK TREE NORTH, AS RECORDED IN VOLUME 78190, PAGE 942, MAP RECORDS, DALLAS COUNTY, TEXAS, SHOWN THEREON AS N 89°56'59" W.
2. OWNERSHIP REFERENCES SHOWN HEREON ARE BASED ON DALLAS APPRAISAL DISTRICT WEB PAGE DATA (WWW.DALLASCAD.ORG).
3. TITLE ENCUMBRANCE RESEARCH (SUCH AS EASEMENTS) SHOWN ON THIS EXHIBIT IS BASED ON (1) INFORMATION CONTAINED IN SCHEDULE "B" OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, GP NO. 1011-168388-R17 ISSUED DECEMBER 10, 2010 AND (2) THE FINAL PLAT FOR PARK TREE NORTH, AS RECORDED IN VOLUME 78190, PAGE 942, MAP RECORDS, DALLAS COUNTY, TEXAS. EASEMENTS AND OTHER TITLE ENCUMBRANCES, BOTH RECORDED AND UNRECORDED, MAY EXIST THAT ARE NOT CONTAINED WITHIN SAID RESEARCH (AND THEREFORE NOT SHOWN ON THIS EXHIBIT). MARSHALL LANCASTER & ASSOCIATES, INC. MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SAID TITLE ENCUMBRANCE RESEARCH.

DATE: 06/05/2017
 JOB NO.: 16188
 DRAWN BY: SG
 SHEET 1 OF 2

15' SIDEWALK EASEMENTS
PARK TREE NORTH
VOLUME 78190, PAGE 942
CITY OF ADDISON, DALLAS COUNTY, TEXAS

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 metro (817) 268-8000 fax (817) 282-2231 www.mla-survey.com ltrn no.10045100

EXHIBIT A

Work Session and Regular Meeting**Meeting Date:** 07/11/2017**Department:** Parks & Recreation**AGENDA CAPTION:**

Hold A Public Hearing, Present, Discuss And Consider Action On A **Resolution To Approve The Schematic Design And Funding For Dome Park Playground.**

BACKGROUND:

In September 2013, Addison was notified by Oncor that for safety reasons, the Town would need to remove the playground located in Oncor's easement along Redding Trail. A year later, the Town entered into an agreement with Oncor that allowed a three-year window for the removal of the playground. September 15, 2017 marks that agreement's deadline.

During the Addison Athletic Club Master Plan Committee process in 2015, residents asked where the existing playground could be relocated. Staff mentioned Dome Park as a possible location, but no promises were made. As part of the Fiscal Year 2016 budget preparation process, Addison Park staff made a request to the City Manager's Office for funds to study the potential for a new playground at Dome Park. Those funds were not included in the Fiscal Year 2016 budget due to significant budget constraints after the Town's loss of a major tax payer. Staff did not submit a request to Council in fiscal year 2017.

Following the Public Hearing at the February 14, 2017 Council meeting, Town staff engaged TBG Partners to provide design services and evaluate three possible sites for a new playground. These sites were evaluated based on four criteria provided by the residents who formed the playground focus group:

1. Short walking distance from current easement playground (Staff set limit at .25 mile radius);
2. Surrounded by residential zoning;
3. Limited parking access;
4. No crossing of busy streets.

TBG Partners also provided additional parameters for evaluating the sites, including:

1. Disruption to adjacent lots
2. Flat site
3. Limited demolition required
4. Access to utilities
5. Access to trails
6. Good visibility/feels safe

7. Limited safety hazards
8. Adjacent to other playgrounds

Based on the evaluation of the three sites, TBG Partners recommended the sites in the following order:

1. Dome Park
2. Les Lacs Park (adjacent to lake)
3. Athletic Club

On March 28, 2017, Council approved Dome Park as the selected site for a new playground. Staff has engaged the playground focus group and adjacent residents in the design review process.

Staff is asking Council to:

1. Select one of two schematic designs
2. Approve funding for the project since it is not included in the Fiscal Year 2017 budget

Based on feedback from the playground focus group and adjacent residents, staff recommends Option B that is included as Exhibit A in the attached resolution. This item is not budgeted and is proposed to be taken out of the General Fund fund balance.

In February 2017, the City Manager received formal support in the form of a petition that contains approximately 500 signatures. In addition, 11 public speakers spoke in favor of Dome Park at the February 14, 2017 regular Council meeting. Formal opposition has been received by staff from five residents as of July 6, 2017. Two of those opposed are directly adjacent to Dome Park.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Dome Park

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A DESIGN CONCEPT FOR THE DOME PARK PLAYGROUND AND AUTHORIZING FUNDING TO CONSTRUCT THE PARK IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$250,000.00; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS AND EXECUTE ALL DOCUMENTS NECESSARY TO CONSTRUCT THE PARK IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town park located within the Oncor easement along Redding Trail must be removed not later than September 15, 2017; and

WHEREAS, the Town desires to provide a replacement; and

WHEREAS, the Town engaged TBG Partners to provide design services and evaluate three possible sites for the new playground; and

WHEREAS, Dome Park was selected as the best location for the replacement playground; and

WHEREAS, the playground focus group, adjacent residents and staff recommend design Option B for the new playground.

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

Section 1. Design Option B, attached hereto and incorporated herein, is approved and the new playground shall be constructed based on this design.

Section 2. Funding from the General Fund in an amount not to exceed \$250,000.00 is on-hand and is hereby approved to facilitate immediate construction of the Dome Park playground.

Section 3. The City Manager is authorized to take all action and execute any documents necessary to accomplish the construction of the replacement playground at Dome Park.

Section 4. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor

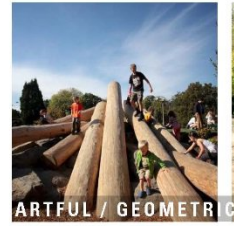
ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A



LEGEND

- | | |
|---|--------------------|
| 01. 5' CONCRETE WALK | 08. EXISTING |
| 02. TURF | 09. SCREEN (ALTER) |
| 03. EXISTING CANDY TREES | 10. BENCH |
| 04. FENCE AT 2-5 YEAR OLD PLAY | 11. 5-12 Y |
| 05. PICNIC AREA (TABLES ARE ALTERNATES) | 12. SWING |
| 06. 2-5 YEAR OLD PLAY W/ PIP | 13. ROCK |
| 07. EXISTING DOME TO REMAIN | 14. CONCR |
| | 15. EXIST |

OPTION B IS 0% LARGER THAN THE EXISTING PLAYGROUND



ADDISON DOME PARK/ GEOMETRIC ADVENTURE OPTION B

Addison, TX | Town of Addison | 28 June 2017

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss, And Consider Action On **An Ordinance Granting A Meritorious Exception From The Code Of Ordinances, Chapter 62 Section 62-163. - Area Of Attached Signs In Order To Permit A Sign Exceeding The Area Requirements And A Meritorious Exception From Section 62-289. - Generally (Special Districts) To Permit A Second Sign Exceeding The Maximum Allowable Letter/Logo Height, For Buffalo Wild Wings At 5000 Belt Line Road On The Southeast Corner Of Belt Line Road And Quorum Drive.**

BACKGROUND:

Buffalo Wild Wings has been a restaurant tenant within the Addison Walk Shopping Center since 2004. Buffalo Wild Wings currently has a sign on the northern façade of the building facing Belt Line Road and a second sign on the western façade of the building facing Quorum Drive. The restaurant is planning to renovate the interior and update their signage at this location. Based on the submitted signage plans, two of the proposed signs require meritorious exceptions.

Exception One

The existing sign on the northern façade features the company's logo over their name. Staff researched the permit history of the existing sign and was unable to find any permits related to this sign in the Town's records. The restaurant is proposing to replace this sign with another that is similar, except that the font is slightly different. Both the existing sign and the proposed sign appear to exceed the maximum allowable square footage. The sign code regulates the area of a sign as follows:

Section 62-163. – Area

1. On an attached sign located at a height of up to 36 feet, the effective area is limited to one square foot of sign area for each linear foot of building frontage not to exceed 100 square feet.

For multi-tenant retail centers, this has been interpreted to apply to each tenant individually based on the width of their building frontage. Buffalo Wild Wings occupies 52.25 linear feet of building frontage. Therefore, the business would be allowed to have a sign with an effective area of 52.25 square feet the northern façade.

The sign code states defines effective area as follows:

Effective area means the area enclosed by drawing a rectangle of horizontal

and vertical lines which fully contain all extremities of the sign drawn to scale, including architectural design elements such as decorative bordering, but exclusive of the sign supports. The measurements is to be calculated from the viewpoint which gives the largest rectangle of that kind as the viewpoint is rotated horizontally around the sign.

The proposed sign has an effective area of 115.94 square feet, exceeding the maximum allowable area by 63.69 square feet (122%). Therefore, a meritorious exception is necessary in order for the sign on the northern façade to be approved.

Exception Two

The existing sign on the western façade was permitted in 2004 with the logo adjacent to the name. The approved permit and plans from 2004 show the logo/letter height to be 24 inches. Addison Walk is part of a special sign district approved through Ordinance No. O04-002 that allows for letter/logo heights of up to 24 inches on the western façade.

Buffalo Wild Wings is requesting a second meritorious exception in order to permit the new sign on the western façade with logo/letter heights of 30 inches. This exceeds the maximum allowable height by 6 inches (25%).

RECOMMENDATION:

Administration recommends denial.

Attachments

Ordinance - Meritorious Exception Buffalo Wild Wings

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 016-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS GRANTING A MERITORIOUS EXCEPTION TO SECTION 62-163 OF CHAPTER 62 OF THE CODE OF ORDINANCES TO ALLOW FOR A SIGN EXCEEDING THE PERMISSIBLE AREA REQUIREMENTS AND A MERITORIOUS EXCEPTION TO SECTION 62-289 OF CHAPTER 62 OF THE CODE OF ORDINANCES TO ALLOW FOR A SIGN EXCEEDING THE MAXIMUM ALLOWABLE LETTER/LOGO HEIGHT ON THE PROPERTY LOCATED AT 5000 BELT LINE ROAD SUITE 100, PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

WHEREAS, Section 62-33 permits the City Council to approve exceptions to the provision of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

WHEREAS, Buffalo Wild Wings, located at 5000 Belt Line Road Suite 100 is requesting meritorious exceptions for proposed attached signs for the northern and western facing facades of the building.

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

Section 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. That a meritorious exception to Section 62-163 of Chapter 62 of the Code of Ordinances is hereby granted to allow a sign on the northern façade that exceeds the permissible area requirements and a meritorious exception to Section 62-289 is hereby granted to allow a sign that exceeds the allowable letter/logo height on the western façade, both as detailed in **Exhibit A**, for Buffalo Wild Wings located at 5000 Belt Line Road Suite 100. No other additional signage is permitted unless it complies with Chapter 62 of the Code of Ordinances.

Section 3. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance (Violations), be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Ordinance No. _____

Section 4. That this Ordinance shall take effect from and after its date of adoption and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 11th day of July, 2017.

Joe Chow, Mayor

ATTEST:

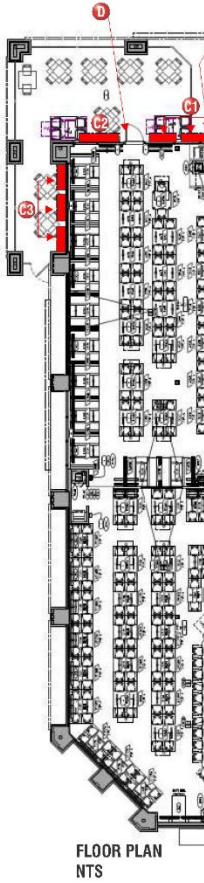
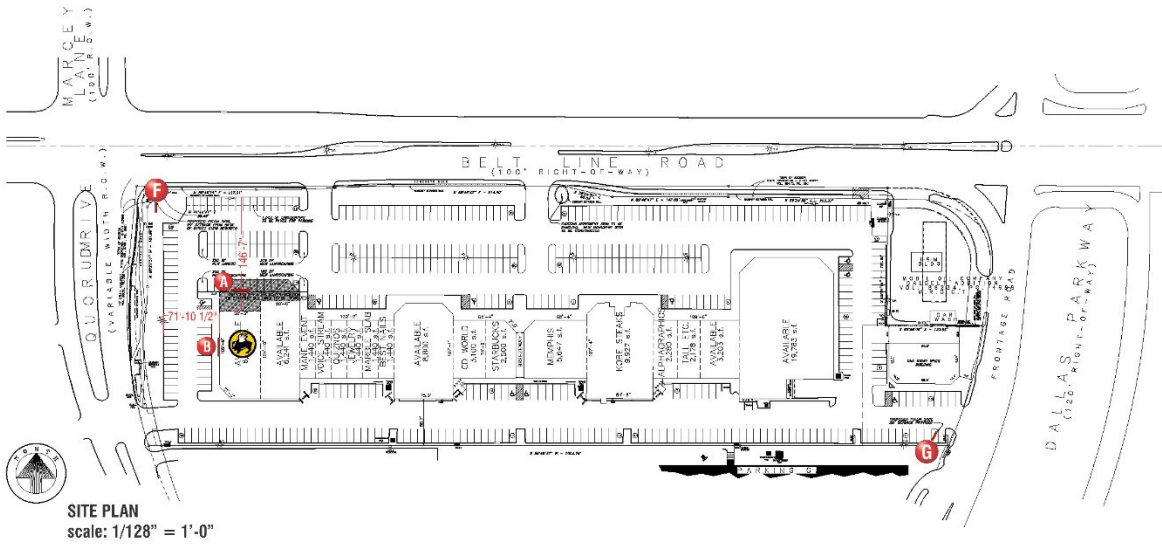
Laura Bell, City Secretary

PPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Ordinance No. _____

L E G E N D	
A	CUSTOM W-EM 36 C-BWW20 RW (CHANNEL LOGO & RACEWAY LETTERS)
B	W-EM-30 C-BWW24 RW (CHANNEL LOGO & RACEWAY LETTERS)
C	AWNING(S) RECOVER
D	V-ME12 DOOR LOGO VINYL
E	F-RR18 (RESTROOM SIGN)
F	REPLACEMENT FACES FOR EXISTING MONUMENT SIGNS
G	REPLACEMENT FACES FOR EXISTING MONUMENT SIGNS



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 Louisville, KY - Knoxville, TN - Gaston, WI - Delaware, OH
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 Tampa, FL - Daytona Beach, FL - Orlando, FL

Revisions:

 Colors Depicted in This Rendering May Not Match Actual Finished Materials. Refer to Product Samples For Exact Color Match.
 Client Approval/Date: _____
 Landlord Approval/Date: _____

Account Rep: **RANDY CEARLOCK**
 Project Manager: **TOM DEFILIPPO**
 Drawn By: **CHRIS H CANTRELL**
 Underwriters Laboratories Inc.
 ALL ELECTRICAL SYSTEMS TO COMPLY WITH N.E.C. AND ALL APPLICABLE CODES AND STANDARDS INCLUDING THE PROPER SEQUENCING AND WIRING OF ALL SYSTEMS.

Project / Location:
5000 BELT LINE ROAD
ADDISON, TX 75240

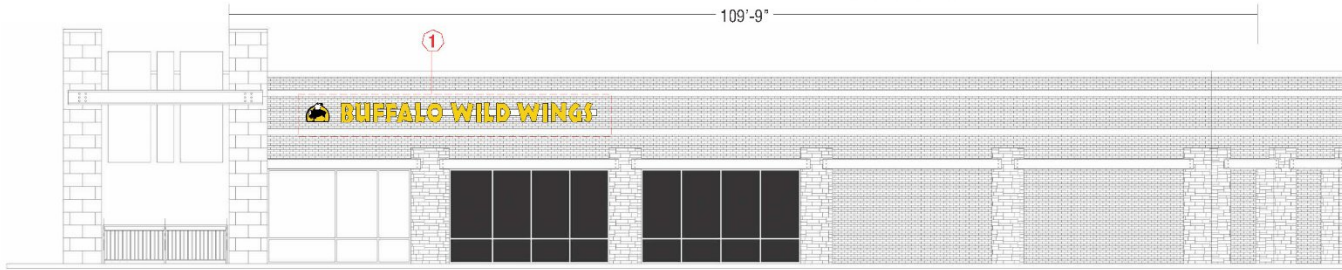
Job Number: 23-
 Date: 05.19.17
 Sheet Number:
 Design Number: 23-

Ordinance No. _____

FIELD SURVEY REQUIRED

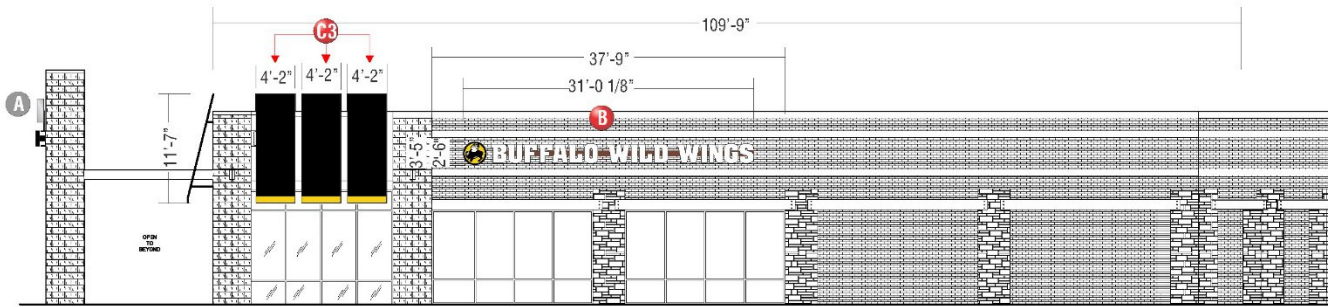
NOTE: REMOVAL OF EXISTING SIGN SCOPE ON A SEPARATE EARLY SUNDAY TRIP SO GC CAN PERFORM FASCIA RENOVATIONS PRIOR TO INSTALL OF NEW SIGN SCOPE

① REMOVE & DISCARD



WEST ELEVATION - EXISTING LOOK

SCALE: 3/32" = 1'-0"



WEST ELEVATION - PROPOSED LOOK

SCALE: 3/32" = 1'-0"

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 Houston, TX, Corpus Christi, TX, Independence, MO,
 Louisville, KY, Knoxville, TN, Canton, MI, Ossining, NY,
 Whitebrook, & Tunkalo, MS, Atlanta, GA,
 Tampa, FL, Daytona Beach, FL, Orlando, FL

Building Quality Signage Since 1901

Revisions:

Colors Depicted in This Rendering May Not Match Actual Finished Materials. Refer to Product Samples For Exact Color Match.

Client Approval/Date: _____
 Landlord Approval/Date: _____

Account Rep: RANDY CEARLOCK
 Project Manager: TOM DEFILIPPO
 Drawn By: CHRIS H. CANTRELL

Underwriters Laboratories Inc. **UL** **TYPE** **RECOMMEND TO USE ALL LISTED COMPONENTS AND SHALL TEST ALL U.L.C. SUBASSEMBLIES**

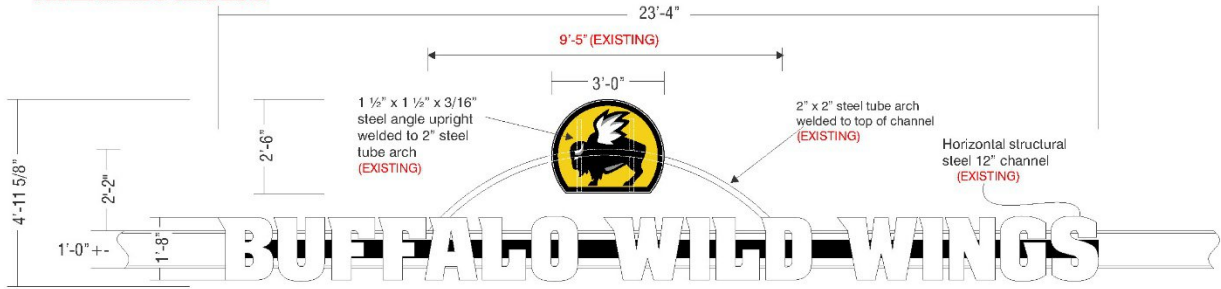
ALL ELECTRICAL WIRES ARE TO COMPLY WITH U.L. 44 AND ARTICLE 90 OF THE N.E.C. STANDARDS, INCLUDING THE PAPER GROUNDING AND BONDING OF ALL WIRING.

Project / Location:

 5000 BELT LINE ROAD
 ADDISON, TX 75240

Job Number: 23-42
 Date: 05.19.17
 Sheet Number: 3
 Design Number: 23-42

NON-STANDARD CUSTOM LOGO LAYOUT.



A INTERNALLY ILLUMINATED LOGO & RCWY LETTER SET LAYOUT TO MOUNT TO EXISTING CHANNEL & SQ TUBE SUPPORTS | **ONE (1) REQ.**
 SCALE: 3/8" = 1'-0"
LOGO: 7.5 SQ FT LETTERS: 38.9 SQ FT

LOGO CHANNEL:

RETURNS OF CABINET PAINTED BRUSHED ALUMINUM.
 NOTE: IF CUSTOM LOGO SIZE OF 36" or LESS IS REQUIRED, RETAINER WILL BE TRIM-CAP PAINTED BRUSHED ALUMINUM.

CIRCULAR FACE: WHITE POLYCARBONATE w/ FIRST SURFACE TRANSLUCENT VINYL DECORATION.

ILLUMINATION: VIA SloanLED Prism (White)



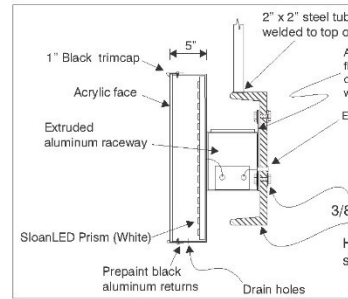
- 1 #525 ARLON | BRIGHT YELLOW VINYL (Translucent)
PMS 1116
- 2 #22 ARLON | BLACK VINYL
2a - BACKGROUND ELEMENT (By Others)
- 3 #51 ARLON SILVER GRAY VINYL (Translucent)
PMS 423C
- 4 #17'S BRUSHED ALUMINUM PART (Spray) | BRUSHED ALUMINUM
- 5 #7326 | WHITE POLYCARBONATE (Translucent)
5a - TRIM CAP | 1/2" BRUSHED ALUMINUM



RACEWAY MOUNTED CHANNEL LETTERS "BWV":

RETURNS: 5" DEEP PRE-FINISHED BLACK ALUMINUM LETTERS PAINTED BLACK ON ALL EXTERIOR SURFACES
FACES: #7328 WHITE ACRYLIC BANDED W/A 1" BLACK TRIM CAP
ILLUMINATION: VIA SloanLED Prism (White)
RACEWAY: STANDARD RACEWAY PAINTED BLACK **COLOR TBD**

- 5 #7328 | WHITE ACRYLIC (Translucent)
WHITE
- 2 RETURNS | TRIM-CAP | RACEWAY



CHANNEL LETTER WITH RACEWAY DETAIL



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 Milwaukee, WI - Tampa, MS - Atlanta, GA
 Tampa, FL - Daytona Beach, FL - Orlando, FL
Building Quality Signage Since 1901

Revisions: _____

 Colors Depicted in This Rendering May Not Match Actual Finished Materials. Refer to Product Samples For Exact Color Match.
Client Approval/Date: _____
Landlord Approval/Date: _____

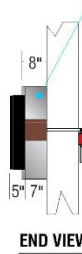
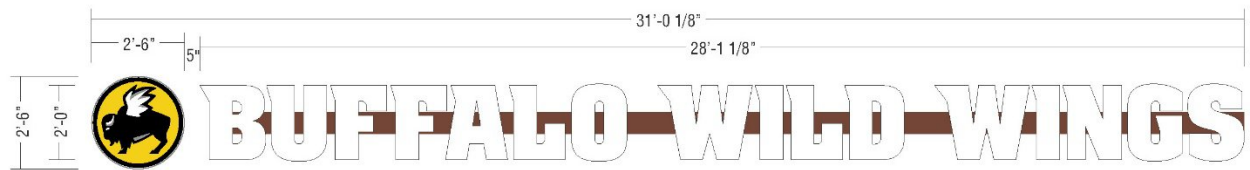
Account Rep: **RANDY GEARLOCK**
 Project Manager: **TOM DEFILIPPO**
 Drawn By: **CHRIS H CANTRELL**

 ALL ELECTRICAL SIGNAGE TO COMPLY WITH U.L. AS AND ARTICLE 605 OF THE N.E.C. STANDARDS, INCLUDING THE PROPER GROUNDING AND BONDING OF ALL SIGNS.

Project / Location:
5000 BELT LINE ROAD
ADDISON, TX 75240

Job Number: 23-4
 Date: 05.19.17
 Sheet Number: 4
 Design Number: 23-4

NON-STANDARD
RACEWAY CENTERED



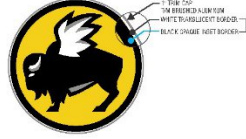
B INTERNALLY ILLUMINATED LOGO & LETTER SET LAYOUT | ONE (1) REQ.
SCALE: 3/8" = 1'-0" 77.53 SQ FT

LOGO CHANNEL:

RETURNS OF CABINET PAINTED BRUSHED ALUMINUM.
NOTE: IF CUSTOM LOGO SIZE OF 36" or LESS IS REQUIRED, RETAINER WILL BE TRIM-CAP PAINTED BRUSHED ALUMINUM.
CIRCULAR FACE: WHITE POLYCARBONATE w/ FIRST SURFACE TRANSLUCENT VINYL DECORATION.
ILLUMINATION: VIA SloanLED Prism (White)



- 1 #525 ARLON | BRIGHT YELLOW VINYL (Translucent)
PMS 118C
- 2 #22 ARLON | BLACK VINYL
2a - BACKGROUND ELEMENT (By Others)
BLACK
- 3 #51 ARLON SILVER GRAY VINYL (Translucent)
PMS 423C
- 4 #171S BRUSHED ALUMINUM PAINT (Spray) | ENDED ALUMINUM
- 5 #7328 | WHITE POLYCARBONATE (Translucent)
5a - TRIM CAP T/M BRUSHED ALUMINUM
WHITE

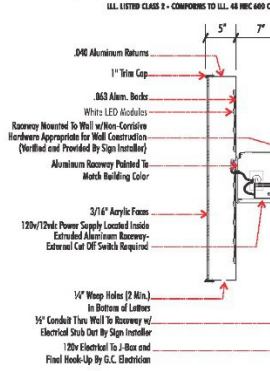


RACEWAY MOUNTED CHANNEL LETTERS "BWW":

RETURNS: 5" DEEP PRE-FINISHED BLACK ALUMINUM LETTERS PAINTED BLACK ON ALL EXTERIOR SURFACES
FACES: #7328 WHITE ACRYLIC BANDED W/A 1" BLACK TRIM CAP
ILLUMINATION: VIA SloanLED Prism (White)
RACEWAY: STANDARD RACEWAY PAINTED T/M RED BRICK **COLOR TBD**

- 5 #7328 | WHITE ACRYLIC (Translucent)
WHITE
- 2 RETURNS | TRIM-CAP
BLACK

LOW VOLTAGE L.E.D. LIGHTING SYSTEM



TYPICAL RACEWAY LETTER

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Revisions: _____
Colors Depicted in This Rendering May Not Match Actual Finished Materials. Refer to Product Samples for Exact Color Match.
Client Approval/Date: _____
Landlord Approval/Date: _____

Account Rep: **RANDY CEARLOCK**
Project Manager: **TOM DEFILIPPO**
Drawn By: **CHRIS H CANTRELL**
Underwriters Laboratories Inc. **nfc**
ELECTRICAL TO USE ALL LISTED COMPONENTS AND SHALL BE IN ACCORDANCE WITH ALL A.P.C. STANDARDS
ALL ELECTRICAL SIGNS ARE TO COMPLY WITH U.L. LABEL ARTICLE 605 OF THE N.E.C. STANDARDS, INCLUDING THE PROPER GROUNDING AND BONDING OF ALL SIGNS.

Project / Location:

**5000 BELT LINE ROAD
ADDISON, TX 75240**
Job Number: 23-4255
Date: 05.19.17
Sheet Number: 5
Design Number: 23-425

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss And Consider Action On The Selection Of A Site And Alternatives Cost Analysis For A Customs And Border Protection Facility At Addison Airport.

BACKGROUND:

Council will be asked to provide direction related to the recommendation from the site and cost alternatives analysis for a Customs and Border Protection facility at Addison Airport.

At the October 11, 2016, meeting, Council directed staff to investigate costs estimates and site analyses for three development alternatives related to the Customs and Border Protection facility at Addison Airport. Those development alternatives were:

1. A stand-alone Customs facility
2. A Customs facility combined with airport administration offices
3. A Customs facility co-located with a Fixed Base Operator.

These alternatives were to be considered at three locations on the airport, the JetPort on Claire Chennault Drive, a mid-field site off Jimmy Doolittle Drive, and at the airport southeast quadrant. At the February 28, 2017, Council meeting, Page Southerland Page, Inc., (Page) was selected to perform the analysis.

After completion of the analysis, Page and Town staff recommends the Midfield site alternative for a stand alone customs facility. The airport administration offices can be added as part of that building or as an adjacent building, if Council so directs.

Page and Town staff will provide a briefing on the study and the reasons for the recommended alternative.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation-Customs Facility Alternatives

Map - Site Alternatives

Town of Addison Airport Customs and Border Protection Site Alternatives and Cost Analysis Executive Summary

July 11, 2017



Page/

ADDISON

Scope Site Alternatives & Cost Analysis



Stand-alone FIS
(not included in a lease area)

- Option 01A:** Jetport Site - Existing building renovation for Federal Inspection Services (FIS)
- Option 01B:** Jetport Site - New stand-alone FIS facility
- Option 02:** Midfield Site - New stand-alone FIS facility
- Option 03:** SE Quadrant Site - New stand-alone FIS facility

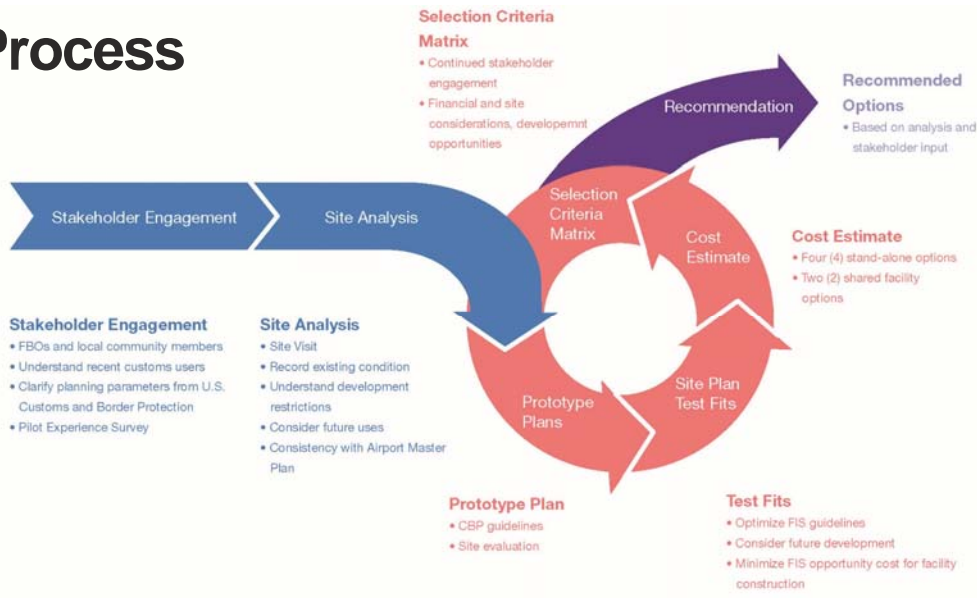
+ Admin Offices

- Option 02A:** Midfield Site - New stand-alone FIS facility + Airport Administration Offices (one-story buildings)
- Option 02B:** Midfield Site - New stand-alone FIS facility + Airport Administration Offices (two-story building)

Co-located FIS
(included in a lease area)

- Option 04:** Request for Proposal (RFP) for New FIS facility co-located with a Fixed Base Operator (FBO)

Process



Stakeholder Engagement

Participants

- **Users of Addison Airport existing Federal Inspection Services (FIS)**
- **Addison Airport Fixed Base Operators (FBO)**
 - Addison Jet Center*
 - Atlantic Aviation*
 - Million Air*
- **Community Partners**
 - Council Members*
 - Residents*
- **U.S. Customs and Border Protection (CBP)**

Feedback

Key Considerations:

- **Customer Service**
 - Attitude of CBP Officer*
 - Waiting and Processing Environment*
- **Efficiency**
 - Convenient Ramp Access*
 - Adequate Ramp Area*
 - Minimize Taxiing/Towing*
- **Convenience**
 - Enable aircraft servicing on ramp*
 - Direct access to ground transportation*

Site Analysis

- Consistency with the Airport Master Plan
- Existing conditions
- Development restrictions
- Confirmation of existing utilities and capacities
- Consideration of future uses
- Land opportunity costs
- Flexible planning for optimal use
- Site access



Airport Customs and Border Protection: Site Alternatives and Cost Analysis

Cost Estimate Summary

<u>Jetport Facility Renovation for FIS</u> Option 01A	
Facility + Site	\$ 2,920,297
Airfield Ramp	\$ 1,445,000
Demolition Costs	\$ 40,500
Design Fees	\$ 613,250
TOTAL	\$ 5,019,047
<i>*Assume \$7,500 annual operating expenses (utilities, janitorial, general maintenance)</i>	
<i>** Design estimates include surveying, geotechnical engineering, and reimbursable expenses</i>	
<i>*** \$1,867,000 additional for renovation of remaining existing building for tenant lease</i>	

<u>Jetport New Stand-Alone FIS</u> Option 01B	
Facility + Site	\$ 2,489,346
Airfield Ramp	\$ 1,445,000
Demolition Costs	\$ 108,660
Design Fees	\$ 580,250
TOTAL	\$ 4,623,256
<i>*Assume \$7,500 annual operating expenses (utilities, janitorial, general maintenance)</i>	
<i>** Design estimates include surveying, geotechnical engineering, and reimbursable expenses</i>	

Airport Customs and Border Protection: Site Alternatives and Cost Analysis



Cost Estimate Summary

**Midfield New Stand-Alone FIS
Option 02**

Facility + Site	\$ 2,559,261
Airfield Ramp	\$ 1,445,000
Demolition Costs	\$ 180,486
Design Fees	\$ 580,250

TOTAL \$ 4,764,997

**Assume \$7,500 annual operating expenses (utilities, janitorial, general maintenance)*

*** Design estimates include surveying, geotechnical engineering, and reimbursable expenses*

**SE Quadrant New Stand-Alone FIS
Option 03**

Facility + Site	\$ 2,508,455
Airfield Ramp	\$ 1,445,000
Demolition Costs	\$ 0
Design Fees	\$ 580,250

TOTAL \$ 4,533,705

**Assume \$7,500 annual operating expenses (utilities, janitorial, general maintenance)*

*** Design estimates include surveying, geotechnical engineering, and reimbursable expenses*



Cost Estimate Summary

**Midfield New Stand-Alone FIS + Airport
Administration Offices
(one-story buildings)
Option 02A**

Facility + Site	\$ 4,024,463
Airfield Ramp	\$ 1,445,000
Demolition Costs	\$ 180,486
Design Fees	\$ 756,250

TOTAL \$ 6,406,199

**Assume \$7,500 FIS annual operating expenses (utilities, janitorial, general maintenance)*

*** Design estimates include surveying, geotechnical engineering, and reimbursable expenses*

**Midfield New Stand-Alone FIS + Airport
Administration Offices
(two-story building)
Option 02B**

Facility + Site	\$ 4,210,721
Airfield Ramp	\$ 1,445,000
Demolition Costs	\$ 180,486
Design Fees	\$ 756,250

TOTAL \$ 6,592,457

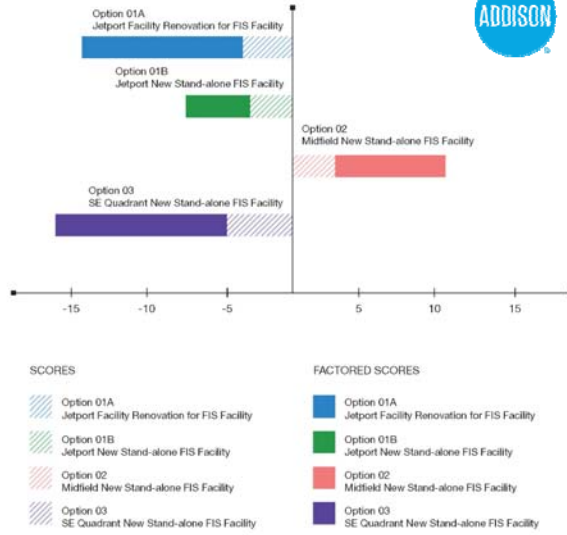
**Assume \$7,500 FIS annual operating expenses (utilities, janitorial, general maintenance)*

*** Design estimates include surveying, geotechnical engineering, and reimbursable expenses*

Evaluation Matrix



- Evaluation of stand-alone FIS options (not included in a lease area)
- Evaluation Criteria
 - Financial**
 - Capital Expenses
 - Ongoing Operating + Maintenance Expenses
 - Opportunity Costs
 - Location**
 - Access
 - Visibility Potential
 - Impact on FBOs
 - Availability/Operational**
 - Control/Ownership
 - Planning Potential
 - Operations
- Influenced by feedback from stakeholders



Recommendation



Jetport Facility Renovation for FIS Option 01A	Jetport New Stand-Alone FIS Option 01B	Midfield New Stand-Alone FIS Option 02	SE Quadrant New Stand-Alone FIS Option 03
Financial	Financial	Financial	Financial
Capital Expenses-1.5	Capital Expenses-1.5	Capital Expenses-2.0	Capital Expenses 0.5
Ongoing Operating + Maintenance 0.0	Ongoing Operating + Maintenance 0.0	Ongoing Operating + Maintenance 0.0	Ongoing Operating + Maintenance 0.0
Opportunity Costs-5.0	Opportunity Costs-2.5	Opportunity Costs 5.0	Opportunity Costs-5.0
Location	Location	Location	Location
Access-0.5	Access-1.0	Access 1.5	Access-1.5
Visibility Potential 0.0	Visibility Potential 0.0	Visibility Potential 0.0	Visibility Potential 0.5
Impact on FBOs.....-1.0	Impact on FBOs.....-1.0	Impact on FBOs 0.0	Impact on FBOs.....-1.0
Availability/Operations	Availability/Operations	Availability/Operations	Availability/Operations
Control/Ownership.....-5.5	Control/Ownership.....-0.5	Control/Ownership 6.0	Control/Ownership.....-6.0
Planning Potential..... 0.0	Planning Potential..... 0.0	Planning Potential 0.0	Planning Potential.....-2.0
Operations-1.0	Operations-1.0	Operations 1.0	Operations-2.0
TOTAL-14.5	TOTAL-7.5	TOTAL+11.5	TOTAL-16.5

Recommendation

Midfield Site - New Stand-Alone Federal Inspection Station Facility **Option 02**

- Capital expense comparable to other options
 - Lowest opportunity cost
 - Flexible planning potential
 - Adequate site area available for additional development
 - Minimal impact on future development plans
 - Central location offers convenient access and minimizes taxiing/ tugging
 - Consistent with Airport Master Plan
-
- Option available for combining airport administration offices for added operational efficiency

Additional Options

Midfield Site - New Stand-Alone FIS + Airport Administration Offices **Options 02A/02B**

- Site Analysis concludes that this is a viable option
- Adjacent location to FIS = efficiencies for user-fee processing
- Location of offices on the airfield
- Savings of existing lease
- Potential for TxDOT Aviation “Airport Terminal Grant Program” participation
(50% cost up to \$500,000)

Additional Options

RFP for New FIS Facility co-located within an FBO Lease Area

Option 04

- Stakeholder engagement concludes that this is a viable option
- CBP takes no exception
- All FBOs communicated interest in responding
- FAA's Airport sponsor Grant Assurances (regarding exclusive rights) will require a public RFP
- Potential for funding assistance from RFP respondents
- Potential impact on FBOs not awarded co-location
- Potential loss of design control, subject to selected project delivery method
- Potential airside congestion due to adjacent functions, subject to proposals

Funding Options and Opportunities

- TxDOT Land Reimbursement – 2013-14 Purchases of Wiley Post and Glenn Curtiss properties
- Airport Fund Reserves – maintaining 25% balance per policy
- Bond Funds – Certificates of Obligation
- User Fees – Per clearance charges based on aircraft weight; regulated garbage disposal; overtime charges
- User Contributions – FBOs, international operators
- Fuel Flowage Fee surcharge (temporary) on Jet-A
- Special Assessment on FBOs / International operators

Questions for Council Consideration



Does Council agree with Recommendation?

- Midfield stand-alone FIS
- Add Airport Administration Office?
- If yes,
 - Engage architect to design the facility
 - Coordinate design with Customs and Border Protection
 - Determine probable construction cost
 - Explore funding options/opportunities
 - Seek Council approval

If Council does not agree with Recommendation, how should Staff proceed?

- Co-located with FBO? On or off lease site.
- Request for Proposal required

Discussion / Questions



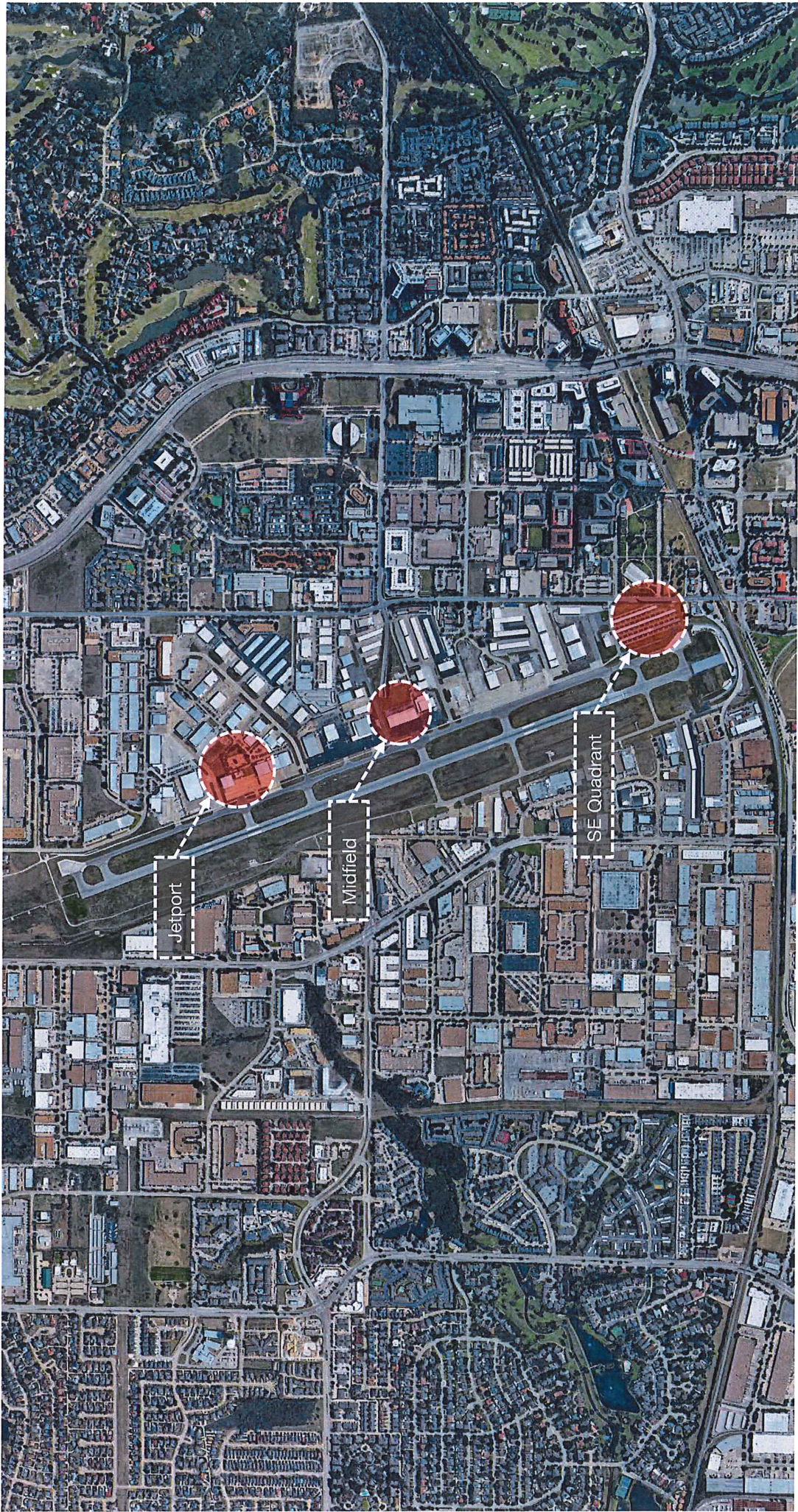


Exhibit A - ADS FIS Site Options

Work Session and Regular Meeting

Meeting Date: 07/11/2017

Department: Police

AGENDA CAPTION:

Present, Discuss And Consider Action On **An Ordinance Repealing Ordinance Nos. 000-0001 And 006-049 And Amending Article III (Alarm Systems) Of Chapter 30 (Emergency Services) Of The Code Of Ordinances To Regulate Burglar, Robbery, Panic Alarms And Persons Engaged In Relaying Alarm Notifications.**

BACKGROUND:

The Police department is requesting Council's approval for an update to annual alarm permit and false alarm service charges. Currently, the Code of Ordinances does not require a fee for residents, which results in most residential alarms being unregistered. The Police department is unable to secure proper emergency contact information due to the absence of an incentive for registration.

Below is a comparison of Addison with the North Texas Emergency Communications Centre (NTECC) cities and staff's recommendations:

Yearly Alarm Permit Fee

The maximum annual fee for residents allowed by law is \$50 for residents and no maximum for commercial. As it currently stands, the yearly alarm permit fees for the NTECC cities are:

City	1st Time Resident	1st Time Commercial	Renew Resident	Renew Commercial
Addison	\$0	\$25	\$0	\$25
Carrollton	\$50	\$75	\$25	\$50
Coppell	\$30	\$50	\$20	\$50
Farmers Branch	\$30	\$100	\$30	\$100

Annual False Alarm Fees

As it currently stands, the false alarm fees for a 12 month period for the NTECC cities are:

City	1-3 False Alarms	4-5 False Alarms	6-7 False Alarms	8+ False Alarms
Addison	\$0	\$0	\$50	\$50
Carrollton	\$0	\$50	\$75	\$100
Coppell	\$0	\$50	\$75	\$100
Farmers Branch	\$0	\$50	\$75	\$100

Recommendations

Staff recommends the following changes:

Fee	Current	Proposed
Alarm Permit Fee - Resident	\$0	\$25
Alarm Permit Fee - Commercial	\$25	\$50
False Alarm Fee* - Registered	0-5: Free 6+: \$50	1-3: Free 4-5: \$50 6-7: \$75 8+: \$100
False Alarm Fee* - Non-Registered	0-5: Free 6+: \$50	1-3: \$100 4-5: \$150 6-7: \$175 8+: \$200

*Based on number of false alarms in a 12 month period

After approval, staff will be bringing forward a contract with Crywolf Alarm Systems to outsource the alarm fee permit registration, renewal and false alarm billing program. The purpose of this is to reduce the Town's direct operating costs and administrative time to enforce its false alarm ordinance and to increase the revenue from Addison's false alarm recovery program.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance-Alarm Fees

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS REPEALING ORDINANCE NOS. 000-0001 AND 006-049 AND AMENDING ARTICLE III (ALARM SYSTEMS) OF CHAPTER 30 (EMERGENCY SERVICES) OF THE CODE OF ORDINANCES TO REGULATE BURGLAR, ROBBERY, PANIC ALARMS AND PERSONS ENGAGED IN RELAYING ALARM NOTIFICATIONS; PROVIDING FOR THE ISSUANCE AND REVOCATION OF PERMITS AND FOR THE ESTABLISHMENT OF PERMIT FEES; PROVIDING FOR AN APPEAL PROCEDURE FOR SUSPENSION, TERMINATION OR NON-RENEWAL OF A PERMIT; PROVIDING FOR THE ENFORCEMENT OF SUCH REGULATIONS; PROVIDING FOR A SERVICE CHARGE FOR FALSE ALARMS; PROVIDING FOR THE DUTIES ASSOCIATED WITH THE PROVISIONS OF THIS ORDINANCE; PROVIDING SIGNAL LINES FOR FINANCIAL INSTITUTIONS PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE; AND PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (“City Council”) has investigated and determined that that it would be advantageous and beneficial to the citizens of the Town of Addison, Texas (“Town” or “Addison”) to repeal Ordinance No. 006-049 and to amend Code 1982, Section 3 and Ordinance No. 000-0001 of Article III (Alarm Systems) of Chapter 30 (Emergency Services) of Addison’s Code of Ordinances (“Code of Ordinances”) as hereinafter set forth; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of Addison to: regulate burglar, robbery, panic alarms and persons engaged in relaying alarm notifications; providing for the issuance and revocation of permits and for the establishment of permit fees; providing for an appeal procedure for the suspension, termination or non-renewal of a permit; providing for the enforcement of such regulations; providing for a service charge for false alarms; providing for the duties associated with the provisions of this Ordinance; providing for signal lines for financial institutions and providing for the penalties associated with the violation of this Ordinance as set forth below; and

WHEREAS, the City Council has further investigated and determined that it is in the best interest of the Town and its citizens to amend the Code of Ordinances as set forth below.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated herein as if set forth verbatim.

Section 2. Ordinance Nos. 000-001 and 006-049 Repealed. Addison Ordinance Nos. 000-001 and 006-049 are repealed in their entirety and replaced by this Ordinance. The effective date of the repeal

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance Nos. 000-001 and 006-049 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance Nos. 000-001 and 006-049 occurring before the effective date of this Ordinance and shall not prevent false alarms occurring under Ordinance Nos. 000-001 and 006-049 to be counted towards the total number of false alarms when applying this Ordinance.

Section 3. Amendment to Article III (Alarm Systems) of Chapter 30 (Emergency Services) of the Code of Ordinances. Article III (Alarm Systems) of Chapter 30 (Emergency Services) of the Code of Ordinances is hereby amended to revise Article III (Alarm Systems) in its entirety as follows:

“Article III. Alarm Systems

Division 1. Generally.

Sec. 30-61. - Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act of God means an extraordinary interruption by natural causes (such as flood, earthquake, or sever weather) or the usual course of events that experience, foresight or care cannot reasonable foresee or prevent.

Alarm Administrator means a Person or Persons designated by the Chief of Police to administer, control, and review False Alarm reduction efforts and administer the provisions of this Ordinance including the Alarm Administrator’s authorized designee.

Alarm Company means any person who is in the business to sell, install, service or monitor an Alarm System located at an Alarm Site.

Alarm Dispatch Request means a notification to the Communications Center that an alarm, whether manual or automatic, has been activated for a particulate Alarm Site.

Alarm Permit or Permit means a certificate, license, permit, registration or other form of permission from the Alarm Administrator that authorizes a person to operate an Alarm System at an Alarm Site.

Alarm Site means a single fixed premise or location served by an Alarm System or Systems that is under the control of one owner or tenant. Each unit if served by a separate Alarm System in a multi-unit building or complex shall be considered a separate Alarm Site and is further defined by the following categories:

1. Residential Site means a single-family residence and each residential unit of a multi-family unit building which is served by an Alarm System.

2. Commercial Site means every premise or location where any business activity is regularly conducted and which is served by an Alarm System. For any business within the premises that is served by a separate Alarm System, shall be considered a separate Alarm Site.

3. Educational site means every premise or location of a public or private school and their administrative offices.

4. Governmental site means every premise or location of any federal, state, county or local government office.

Alarm System means a device or system that transmits or relays a signal intended to summon emergency services of the Town. Alarm System does not include:

1. An alarm installed on a vehicle unless the vehicle is used for habitation at a permanent site.
2. An alarm designed to alert only the inhabitants of a premises; nor
3. An alarm installed upon premises occupied by the Town.

Alarm User means any Person who has contracted for monitoring, repair, installation, or maintenance services from an Alarm Company for an Alarm System, or a Person who owns or operates an Alarm System that is not monitored, maintained or repaired under contract with an Alarm Company.

Arming Station means a device that allows control of an Alarm System.

ANSI Standard means the American National Standards Institute, an independent organization that approves standards that have been through an approval process and are accepted as standard.

Automatic Voice Dialer means any electrical, electronic, mechanical or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio or other communication system to the Communications Center requesting dispatch to an Alarm Site.

Burglar Alarm Notification means the notification intended to summon the police, which is initiated or triggered manually or by an Alarm System designed to respond to a situation characteristic of an unauthorized intrusion.

Cancellation means the process where the Public Safety Response is terminated when an Alarm Company notifies the Communications prior to the Public Safety Response arrival at the Alarm Site.

Communications Center means the entity providing public safety communications services for the Town of Addison Police and Fire departments; also known as a Public

Safety Access Point (PSAP), this function is currently assigned to the North Texas Emergency Communications Center (NTECC).

Conversion means the transaction or process by which one Alarm Company begins monitoring an Alarm System previously monitored by another Alarm Company.

CP-01 ANSI/SIA Control Panel Standard means an alarm control panel that is listed and approved by Underwriters Laboratories as compliant with the standard.

Day(s) means calendar days.

Director means the Chief of Police or his/her authorized representative.

ECV means the ANSI/CSAA CS-V-01 Standard for the telephonic verification of intrusion alarms.

False Alarm or False Alarm Notification means an alarm notification to summon a Public Safety Response and there is no evidence of a need for a Public Safety Response.

False Burglar Alarm Notification means a burglar alarm notification to the police, and when the responding police officer finds no evidence of unauthorized intrusion or attempted unauthorized intrusion.

False Panic Alarm Notification means an emergency alarm notification has been made to the communication center, and the responding public safety personnel find no evidence or circumstances requiring an emergency response.

Late Fee means the fee charged for failing to pay the original fee owed for a False Alarm, permit renewal fee, or other allowable fee that is not paid on time. The Late Fee is in addition to the amount originally owed.

Panic Alarm Notification is an emergency alarm notification that is manually triggered and related to the Communications Center for the purpose of summoning a public safety response.

Permit Holder means a person issued an Alarm Permit.

Person means an individual, corporation, partnership, association, organization or other entity.

Public Safety Response means a response by Town of Addison Police, Fire and/or Emergency Medical Services personnel.

Responder means an individual capable of reaching the Alarm Site within thirty (30) minutes and has access to the Alarm Site, including the code, and is able to disarm the False Alarm, and to authorize repairs to the Alarm System.

Robbery Alarm Notification means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the Alarm System and requires a law enforcement response. It also include a silent alarm generated by the manual activation of a devise to signal a robbery in progress or immediately after it occurred.

Takeover means the transaction or process which an Alarm User takes control of an existing Alarm System that was previously controlled by another Alarm User.

Unregistered Alarm Site means an Alarm Site, as defined by this Ordinance, that does not have a Permit in accordance with this Ordinance at the time of the False Alarm Notification nor is in the process of receiving a Permit by the acceptance of an application by the Town.

Verify means an attempt by the Alarm Company to contact the Alarm Site or Alarm User by telephone, including text message, whether or not actual contact is made.

Sec. 30-61. - Permit and Fee Required: Application, Duration, Renewal Transferability

a. Permit Required. Any person owning or operating an Alarm System must apply for a permit within thirty (30) days of installation of the Alarm System. A person commits an offense if he fails to apply for a permit within thirty (30) days after installation of the Alarm System and/or if he thereafter operates or causes to be operated an Alarm System without a valid permit issued pursuant to this Ordinance. A separate permit application is required for each Alarm Site and each type of Alarm System. It is a defense to prosecution if the permit application has been submitted to the Alarm Administrator in accordance with this Ordinance and the Alarm Administrator is processing the permit application.

b. Fees.

1. An annual, nonrefundable fee of Twenty-Five Dollars (\$25.00) is required for each residential alarm permit or renewal of a permit. The annual, nonrefundable fee for each commercial permit is Fifty Dollars (\$50.00), including renewal of a permit.

2. A permit is valid for a period of twelve (12) months from the date of issuance. Permits must be renewed within ten (10) days of the expiration of the previously issued permit. An updated application and registration renewal fee must be submitted for renewal.

3. Governmental and public education sites are exempt from all permit fees, false alarm charges, service fees and fines that are assessed under this Ordinance as long as the entity has a valid alarm permit, but shall comply with all other requirements of this Ordinance.

c. Late Fee for Renewal. A failure to renew within the ten day period shall incur a late fee of Twenty-Five Dollars (\$25.00) for each Alarm System that was not renewed in the applicable period.

d. Authority for Town To Enter and Deactivate Alarm. Application for a Permit under the provisions of this Section constitutes a grant of approval to the Town to deactivate an Alarm System that sounds an alarm signal for longer than thirty (30) minutes after being notified, including entry onto and into the premises of the Alarm Site for this purpose. The right of entry includes a waiver of any damages incurred to the premises or the Alarm System as a result of this access and deactivation.

e. Permit Requirements. Each permit application must contain the following information and be complete, true and accurate in its entirety:

1. Name, address, and telephone numbers(s) of the Permit Holder who will be responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this Ordinance; the mailing address if different than the address of the Permit Holder or the Alarm Site;

2. The classification of the Alarm Site as either residential or commercial including the building number and the apartment;

3. For each Alarm System located at the Alarm Site, the classification of the Alarm System (i.e. Burglary, Robbery, Panic Alarms or other) and for each classification whether such alarm is audible or silent;

4. Any dangerous, hazardous or special conditions present at the Alarm Site;

5. The name and telephone number of the Alarm Company that has agreed to receive calls for the permitted Alarm System, if applicable;

6. Provide at least two (2) names of Responders and their telephone numbers who are able to receive notification of an Alarm System activation and respond to the Alarm Site within thirty (30) minutes of being notified with a key or other means of access to the premises and, if needed, can deactivate the Alarm System. Preference should be given to the use of cellular phone numbers as backup contact to the primary Alarm Site number; and

7. Signed certification from the Alarm User that includes the following:

a. The date of the installation, conversion, or takeover of the Alarm System;

b. The name, address, and telephone number of the Alarm Installation Company or companies performing the installation, conversion or takeover;

c. The name, address and telephone number of the Alarm Company that performs the monitoring service if different than (b) above;

d. That a set of written operation instructions for the Alarm System that include guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Company;

e. That the applicant has been trained by the Alarm Company in the proper use of the Alarm System;

f. That in consideration for the ability to have an Alarm Permit, the applicant is authorized to and grants to the Town of Addison the right to enter onto

the Alarm Site, including the right to enter into a residence or building for the purpose of disarming a False Alarm if the Alarm User or Responder is not present or is unable to deactivate the False Alarm. The right of entry includes a waiver of any damages incurred to the premises or the Alarm System as a result of this access and deactivation; and

g. Any other information required by the Alarm Administrator that is necessary for the enforcement of this Ordinance.

f. An Addison resident who has a valid permit that is more than sixty (60) days from expiration may transfer said permit to a new location within Addison.

g. Upon receipt of a completed Alarm Permit application and the Alarm Permit fee including any past due fees, penalties and fines, the Alarm Administrator shall register the applicant and issue a permit number unless the applicant has:

1. Failed to pay a fine, penalty or fee assessed under this Ordinance;
2. Had an Alarm Permit for the Alarm Site suspended or revoked, and the violation that resulted in a suspension or revocation has not been corrected; or
3. Made any false statement or misrepresentation of a material fact for the purpose of obtaining an Alarm Permit or renewal, or while making a change thereto.

Sec. 30-62. - Suspension or refusal to renew; termination of permit.

a. The Director may terminate, suspend or refuse to renew an alarm system permit for any violation of this article; provided, however, that an alarm system permit may not be terminated for nonrenewal unless at least thirty (30) days written notice of such termination has been provided.

b. The Director may suspend, terminate or refuse to renew an alarm permit if an Alarm System generates more than an excessive number of false alarm notifications in a consecutive twelve (12) month period. In each respective category, an excessive number shall be:

1. Ten false burglar alarms; and
2. Five false robbery alarms.

c. A suspension of an alarm system permit may be lifted or permit renewed upon a sufficient showing that the conditions which caused the action have been corrected and if the Director determines that the Alarm System is likely to be maintained and operated in a responsible manner in accordance with the provisions of this article.

d. A person commits an offense if he operates an Alarm System during a period of suspension or termination or after the Director refuses to renew his Permit. The

Alarm Administrator may revoke or refuse to renew an Alarm System Permit for failure to meet the standards and requirements set out in this Ordinance.

e. A person may appeal a suspension or refusal to renew a permit in accordance with the procedures provided by this Ordinance.

Sec. 30-63. - Appeal from termination, suspension or refusal to renew

a. The applicant or Permit Holder may appeal a decision of the Alarm Administrator under subsection (a) of this section to the Director by filing with the Director a written request for a hearing, setting forth the reasons for the appeal, within ten days after receipt of the notice or in the event the notice sent by certified mail is not received, within ten days from the date of the notice sent by regular United States mail or by hand delivery. The filing of a request for an appeal hearing with the Director stays the action appealed from until the Director makes a final decision. If a request for an appeal hearing is not made within the said ten-day period, the action of the Alarm Administrator is final. An Alarm Permit holder with an existing permit, must have thirty (30) days' notice before the non-renewal is effective.

b. The Director shall serve as the hearing officer at an appeal hearing and consider evidence offered by the applicant or Permit Holder. The formal rules of evidence do not apply at any appeal hearing and the Director shall make his final decision on the basis of a preponderance of the evidence presented at the hearing. The Director must render a decision within thirty (30) days after the request for an appeal hearing is filed. The Director shall affirm, reverse or modify the action of the Alarm Administrator, and his decision is final.

Sec. 30-64. - Other Types of Alarms; Inspection.

A person shall not install or maintain an Alarm System except for the purpose of eliciting responses to burglaries, robberies, fires or requests for emergency medical assistance, unless specifically authorized by the Director.

Upon reasonable notification, the police chief may inspect an alarm site and alarm system of a permit holder under this article.

Section 30-64. - False Alarm and Service Charge

a. If False Alarm Notifications are received for an Alarm Site, the Alarm Administrator shall assess the Permit Holder in control of that Alarm Site a fee for False Alarms emitted from the Alarm Site in the following amounts:

1. Fifty Dollars (\$50.00) if the Alarm Site has had more than three (3), but less than six (6) False Burglar Alarm Notifications in the immediately preceding twelve (12) month period;

2. Seventy-Five Dollars (\$75.00) if the Alarm Site has had more than five (5), but less than eight (8) False Burglar Alarm Notifications in the immediately preceding twelve (12) month period;

3. One Hundred Dollars (\$100.00) if the Alarm Site has had eight (8) or more False Burglar Alarm Notifications in the immediately preceding twelve (12) month period;

4. If a False Robbery Alarm Notification is emitted from an Alarm Site, the Alarm Administrator shall assess the Permit Holder in control of that Alarm Site a fee for each False Robbery Alarm Notification emitted from the Alarm Site. The fee for each False Robbery Alarm Notification under this subsection shall be Seventy-Five Dollars (\$75.00);

5. If a False Panic Alarm Notification is emitted from an Alarm Site, the Alarm Administrator shall assess the Permit Holder in control of that Alarm Site a fee for each False Panic Alarm Notification emitted from the Alarm Site. The fee for each False Panic Alarm Notification under this subsection shall be Seventy-Five Dollars (\$75.00).

b. If a Public Safety Response takes longer than thirty (30) minutes to respond to the Alarm Dispatch Request or Cancellation is received by the Communication Center before the arrival of Public Safety Response personnel to the Alarm Site, no False Alarm fee shall be assessed.

c. A Permit Holder shall pay a fee assessed under this Section within thirty (30) days after receipt of notice that it has been assessed. Failure of the Permit Holder to pay the assessed fee may result in the Permit being revoked.

d. All persons assessed a fee shall have a right to appeal the same using the process set forth in Section 30-63 of this Ordinance. The right to appeal will be included in the notice of the fee.

e. The Permit Holder will be exempt from any fees charged for a False Alarm Notification which is later shown to have been in the Alarm Administrator's sole determination, justified or which was due to a natural or manmade catastrophe or other situation specifically exempted by the Director.

f. For the purposes of this Ordinance, a Permit Holder shall be considered to be in control of the Alarm Site for all purposes and at all times, regardless of whether the Permit holder is physically present when an alarm is activated and regardless of whether the Alarm Dispatch is activated by a third person, including but not limited to, another resident of the premises, a family member, a service worker, a guest or an invitee, unless the third party is a trespasser of the Alarm Site.

g. Alarm Permit Holders for governmental or public education sites are exempt from the payment of false alarm fees.

Sec. 30-65. - Unlawful Reporting of Alarm Signals; Unregistered Alarm Site.

a. It is unlawful for an Alarm Permit Holder to report alarm signals through a relaying intermediary that:

1. does not meet the requirements of this Ordinance and any rules and regulations promulgated by the Alarm Administrator; or

2. is not licensed by the Texas Board of Private Investigators and Private Security Agencies, except for a personal emergency response alarm system that does not include a burglar or fire system.

b. If False Alarm Notifications are received for an Unregistered Alarm Site, the Alarm Administrator shall assess the property owner of the unregistered Alarm Site a fee for False Alarms emitted from the Unregistered Alarm Site in the following amounts:

1. One Hundred Dollars (\$100.00) if the Unregistered Alarm Site has had between one (1) and three (3) False Burglar Alarm Notifications in the immediately preceding twelve (12) month period;

2. One Hundred Fifty Dollars (\$150.00) if the Unregistered Alarm Site has had more than three (3), but less than six (6) False Burglar Alarm Notifications in the immediately preceding twelve (12) month period;

3. One Hundred Seventy-Five Dollars (\$175.00) if the Unregistered Alarm Site has had more than five (5), but less than eight (8) False Burglar Alarm Notifications in the immediately preceding twelve (12) month period; and

4. Two Hundred Dollars (\$200.00) if the Unregistered Alarm Site has had eight (8) or more False Burglar Alarm Notifications in the immediately preceding twelve (12) month period;

5. If a False Robbery Alarm Notification is emitted from an Unregistered Alarm Site, the Alarm Administrator shall assess the property owner in control of that Unregistered Alarm Site a fee for each False Robbery Alarm Notification emitted from the Unregistered Alarm Site. The fee for each False Robbery Alarm Notification under this subsection shall be One Hundred Seventy-Five Dollars (\$175.00); and

6. If a False Panic Alarm Notification is emitted from an Unregistered Alarm Site, the Alarm Administrator shall assess the property owner in control of that Unregistered Alarm Site a fee for each False Panic Alarm Notification emitted from the Unregistered Alarm Site. The fee for each False Panic Alarm Notification under this subsection shall be One Hundred Seventy-Five Dollars (\$175.00).

Sec. 30-66—30-70 Reserved.

Division 2. Duties of the Alarm User; Alarm Company; Alarm Administrator

Sec. 30-71. - Duties of the Alarm User.

a. An Alarm User shall:

1. Operate and maintain the Alarm Site and the Alarm System in a manner that minimizes or eliminates False Alarms;

2. Make every reasonable effort to have a responder to the Alarm Site within thirty (30) minutes when requested by the Communications Center in order to:

- a. Deactivate the alarm;
- b. Provide access to the Alarm Site and Alarm System; and
- c. Provide alternative security to the Alarm Site.

3. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was designed to report.

4. Adjust the mechanism of an inside sounder so that the alarm will sound for no longer than ten (10) minutes.

5. Maintain a written set of operating instructions for each Alarm System at the Alarm Site.

6. Upon reasonable notification, allow the Alarm Administrator or his designee to inspect the Alarm site and Alarm System of the Permit Holder.

7. Not use a Robbery Alarm Notification that is a single action, non-recessed button.

8. Inform the Alarm Administrator in writing of any changes that alter information listed on the permit application within five (5) business days of the change. No fee will be assessed for such changes.

Sec. 30-72. - Duties of Alarm Company

a. All Alarm Companies shall be licensed through the Texas Department of Public Safety Private Security Bureau as required by the Texas Occupation Code, Chapter 1702, as amended.

b. An Alarm Company shall:

1. Confirm with the Alarm Administrator that a valid Alarm Permit has been issued by Addison for an Alarm Site before performing any Alarm System conversion at the Alarm Site.

2. Send a certification to the Alarm Administrator within thirty (30) days of performing or causing the performance of an Alarm System installation or Conversion. The certificate must state:

a. The date of installation or Conversion of the Alarm System, whichever is applicable;

b. The name, address, telephone number and current state license number of the Alarm Company providing the Alarm System installation or Conversion;

c. The name, address, telephone number and current state license number of the Alarm Company providing monitoring for the Alarm System if difference from the Alarm Company under contract to provide installation or Conversion for the Alarm System; and

d. That the Alarm Company has trained the applicant in the proper use of the Alarm System, including, without limitation, instructions on how to avoid and how to cancel false alarms.

3. Send notification of an alarm to the Town by the means currently specified by the Alarm Administrator;

4. Communicate Alarm Dispatch requests and Cancellations to the Communication Center in a manner determined by the Alarm Administrator;

5. Communicate any available information (permit number, north/south, front/back, floor, etc.) about the premises on all alarm signals related to the Alarm Dispatch request;

6. Communicate the type of alarm activation (silent, audible, interior, perimeter);

7. After making the Alarm Dispatch request, advise, as soon as possible, if the Alarm User and/or Responder is on the way to the Alarm Site;

8. Contact the Alarm User or Responder within twenty-four (24) hours via mail, email, fax, telephone or other electronic means when an Alarm Dispatch Request is made;

9. Report alarm signals and dispatch requests by using telephone numbers designated by the Alarm Administrator; and

10. Before requesting an Alarm Dispatch Request to an alarm signal, verify every alarm signal, except a panic, robbery, fire or emergency medical alarm activation, by making a minimum of two (2) telephone calls to two (2) separate phone numbers as per ANSI/CSAA C-V-01 Standard for the telephone verification of alarm signals.

c. An Alarm Company shall not install an Automatic Voice Dialer as part of an Alarm System unless it is limited to Panic Alarm Notifications.

Sec. 30-73. - Duty to Maintain and Provide Records.

a. Upon the effective date of the Ordinance, Alarm Company shall:

1. Maintain for a period of one (1) year from the date of the Alarm Dispatch Request, records related to Alarm Dispatch Requests that include the name, address and telephone number of the Alarm User and evidence that demonstrates Attempts to Verify. The Alarm Administrator may request copies of the records of Alarm Users in Addison. If the request is made within sixty (60) days of an Alarm Request Dispatch, the Alarm Company shall furnish the requested records within three (3) business days of receipt of the request. If the request is made between sixty (60) days to one year after an Alarm Dispatch Request, the Alarm Company shall furnish the records within thirty (30) days of the request.

2. Provide the Alarm Administrator with the names and telephone numbers of the Alarm User's Responders maintained by the Alarm Company for that Alarm User at the time of the Alarm Dispatch Request or within a reasonable time thereafter, not to exceed forty-eight hours, if requested by the Communications Center.

Sec. 30-74. - Offenses for Alarm Companies.

A person commits an offense if he engages in the business of relaying alarm notifications in Addison without complying fully with this Ordinance. This shall not apply to installation or activation of a personal emergency response system, as defined by Texas Occupation Code, Section 1702.331, as amended.

Section 30-75. - Duties and Authority of the Alarm Administrator.

a. The Alarm Administrator shall establish a procedure for notification to the Alarm User of a False Alarm. The notice shall include the following information:

1. Date and time of Public Safety Response;
2. Identification number of the public safety person; and
3. A Statement advising the Alarm User to ensure that the Alarm System is properly operated, inspected and serviced in order to avoid False Alarms and resulting in fees and fines.

b. The Alarm Administrator may require an Alarm User to remove a Robbery Alarm that is a single action, non-recessed button, if a false alarm has occurred.

Sec. 30-76. - Direct Alarm Reporting.

It shall be unlawful for any person or business to operate or energize an Alarm System or an alarm device which activates an automatic dialing device that sends a signal to the Communications Center.

Sec. 30-77. - Intentional Activation Unlawful.

It shall be unlawful for any person to intentionally activate or cause to be activated any Alarm System for other than its intended purpose and with the intent of causing a Public Safety Response.

Section 30-78. – Confidentiality.

To the extent allowed by law, all information contained in and gathered through the alarm registration applications, records related to alarm dispatch requests, and application for appeals, are confidential and shall be held in confidence by all employees or representatives of the Town of Addison and by any third-party administrator or employees of a third-party administrator with access to such information. This provision shall not prevent an Alarm Company from receiving confirmation from Addison that an Alarm Permit has been issued for an Alarm Site.

Sec. 30-79. - Violations of Ordinance Misdemeanor.

Any person who violates this Ordinance shall be, upon conviction, deemed guilty of a misdemeanor and fined an amount not in excess of Five Hundred Dollars (\$500.00). A person commits an offense if he violates by commission or omission any provision of this article that imposes upon him a duty or responsibility. Each day of violation shall constitute a separate and distinct offense.

Sec. 30-80—Sec.30-90 Reserved.

Division 3. Alarm signal lines for financial institutions

Sec. 30-91. - Connection to police department.

A financial institution required to have an alarm system pursuant to the provisions of the Bank Protection Act of 1968 (12 USC, 1882) may install, with the permission of the chief of police, a signal line directly to the police department for the purpose of reporting burglaries and robberies. If such an arrangement is made, all other requirements of this article must be met. The financial institution shall execute a letter of agreement with the town permitting the installation of all necessary equipment on an indicator panel monitored in the communications division of the police department. The installation must be accomplished at the institution's expense.

Sec. 30-92. – Fees.

A financial institution shall pay an annual fee under this article of \$100.00 for each indicator.

Sec. 30-93. – Authority of Police Chief.

The chief of police shall have the right, at reasonable times and upon oral notice, to inspect the alarm system of financial institutions at the alarm site and require necessary repairs or

improvements. If the chief of police finds that the alarm system continually fails to operate or be operated to his satisfaction, he may terminate the privilege to have equipment and indicators in the communications center of the police department and require prompt removal of same at the expense of the financial institution.

Sec. 30-94. - Continuous operation; town not liable.

A financial institution, at its expense, shall make arrangements to provide service for the alarm system at the instance of the financial institution or the chief of police on a 24-hour basis, seven days a week. In no event shall the town become liable for service charges for repairs and maintenance of any such signaling device.

Sec. 30-95. - Cancellation of agreement.

A financial institution may cancel its agreement under this article with the town at any time by giving the town written notice through the chief of police, whereupon such institution, at its expense, shall have its equipment and indicators promptly removed from the monitor panel in the communications center.

Sec. 30-96. - Changes in equipment.

The chief of police has the right to require any change, modernization or consolidation of alarm signaling equipment of financial institutions that he deems advisable. In no event shall the town become liable for charges for such changes.

Sec. 30-97. - Telephone reporting.

Instead of a direct line, a financial institution may instead choose to report burglaries and robberies by transmission through an alarm reporting service using a telephone number designated by the chief of police.

Secs. 30-98—30-145. - Reserved.”

Section 4. Incorporation of Premises. The above and foregoing recitals and premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 5. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the Town and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the Town, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or an penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 6. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. Penalty. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished in accordance with the provisions of Section 1-7 of the Code of Ordinances, Town of Addison, Texas, as amended.

Section 8. Effective Date. This Ordinance shall take from and after its adoption and publication as required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 11th day of July, 2017.

Joe Chow, Mayor
Town of Addison, Texas

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney