



**REGULAR MEETING & WORK SESSION
OF THE CITY COUNCIL**

December 12, 2017

ADDISON TOWN HALL

**5300 BELT LINE RD., DALLAS, TX 75254
5:00 PM DINNER & EXECUTIVE SESSION & WORK SESSION
7:30 PM REGULAR MEETING**

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:

- **Town of Addison v. Landmark Structures, L.P., Urban Green Energy, Freese and Nichols, Inc. v. SWG Energy, Inc. - Cause No. DC-15-07691 44th Judicial Court, Dallas County**
- **4800 Airport Parkway**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- **City Manager Evaluation**

-
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.
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WORK SESSION

3. Present and Discuss Next Steps for the Addison Circle Park Interactive Display Fountain.
 4. Present and Discuss Fundamentals of Municipal Debt.
 5. Present and Discuss the Use of Artificial Turf Within Required Landscape Areas, per the Town's Ordinance.
-

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

6. 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.
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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.

7. Consider Action to Approve the November 14, 2017 and the November 28, 2017 Regular City Council Meeting Minutes.

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8. Consider Action to Approve a **Resolution with Felix Construction Company, Inc., for the Rehabilitation of the 2.0 Million Gallon Surveyor Ground Storage Tank and Pipeline Improvements Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$2,511,711.
-

9. Consider Action to Approve a **Resolution Endorsing the Design of the Aerial Rail Crossing of Midway Road as Part of the Cotton Belt Regional Rail Project.**
-

Regular Items

10. Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve the Development Plan for the Development of the Elan Addison Grove Project Including a Site Plan, Landscape Plan, Utility and Drainage Plan, Building Elevations and Floor Plans for 321 Multifamily Units, Including Amenities, as well as Ground Floor Retail Space, in an Existing Planned Development District (PD O16-003) Located on Approximately 4.194 Acres, Addressed at 4150 Belt Line Road.** Case 1767-Z/Elan Addison Grove.
-

11. Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve Changing the Zoning on Property Located at 15003 Inwood Road, Which the Property is Currently Zoned C-1, To a PD, Planned Development District, Allowing all C-1 Uses, plus Manufacturing and Assembly Uses, and Establishing Modified Development Standards.**
PUBLIC HEARING Case 1766-Z/Fish Gallery
-

12. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for 7-Eleven, Located at 3710 Belt Line Road, from the Code of Ordinances, Chapter 62 Section 62-140. - Gasoline Signs in Order to Permit a Total Number of Signs Exceeding the Allowed Maximum.**
-

13. Present, Discuss, and Consider Action on a **Resolution to Appoint Members to the Addison Circle/Cotton Belt Special Area Study Advisory Committee.**

14. Present, Discuss, and Consider Action on a **Resolution to Approve a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc. for the Belt Line Road Enhancements Master Plan (Belt Line Phase 1.5) and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$85,689.60.

15. Present, Discuss, and Consider Action on a **Resolution to Approve a Professional Services Agreement with Moore Iacofano Goltsman, Inc. for the Parks, Recreation and Open Space Master Plan and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$125,000.

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:
Christie Wilson, December 7, 2017, by 6:00 p.m.

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

AI-2501

3.

Work Session and Regular Meeting

Meeting Date: 12/12/2017

Department: Parks & Recreation

AGENDA CAPTION:

Present and Discuss **Next Steps for the Addison Circle Park Interactive Display Fountain.**

BACKGROUND:

In December 2015, Parks staff noticed the automated fill valve for the interactive display fountains located in Addison Circle Park was constantly running, but the water level in the receiving basin remained extremely low. Staff began to identify potential problems associated with the loss of water and brought in a fountain maintenance contractor and the original fountain installer to help troubleshoot the issues. It was determined that the interactive display fountains had multiple issues that contributed to the large loss of water:

1. Two of the three receiving basins do not hold water
2. Missing grout in the plaza contributes to water loss
3. Multiple breaks in the underground piping (three cracks and one section where the pipe has pulled apart)

Staff will discuss the condition of the interactive display fountain and seek direction from Council on a range of options related to the Addison Circle Park fountain plaza.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Addison Circle Park Display Fountain

Addison Circle Park Interactive Display Fountain

December 12, 2017

The logo consists of the word "ADDISON" in a bold, blue, sans-serif font, centered within a white circle. This circle is set against a blue background that features a white diagonal line running from the top-left to the bottom-right.

History

A small version of the ADDISON logo, featuring the word "ADDISON" in blue text inside a white circle, which is itself on a blue background with a white diagonal line.

In December of 2015, Parks staff noticed the automated fill valve for the interactive display fountains was constantly running but the water level in the receiving basin remained extremely low.

In response:

- Staff began to troubleshoot and identify potential problems associated with the loss of water.
- Staff brought in the fountain maintenance contractor and the original fountain installer to help troubleshoot the issues.

What are the issues?

ADDISON

2 of the 3 receiving basins do not hold water because of separated joints and cracks.

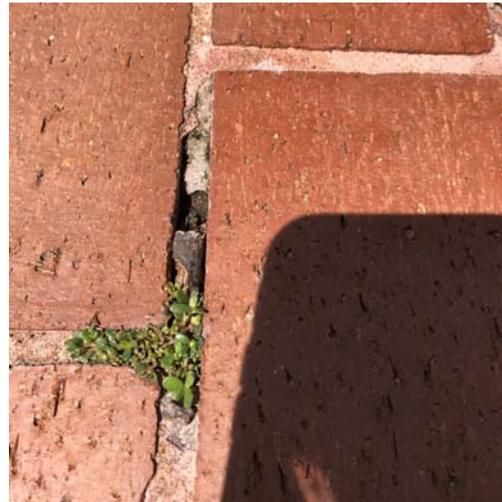


3

What are the issues?

ADDISON

Missing grout in the plaza contributes to water loss.



4

What are the issues?



There are multiple breaks in the underground piping.



5

Additional issues to be addressed.



Limestone bands are cracked and spalling which cause ADA and safety concerns.

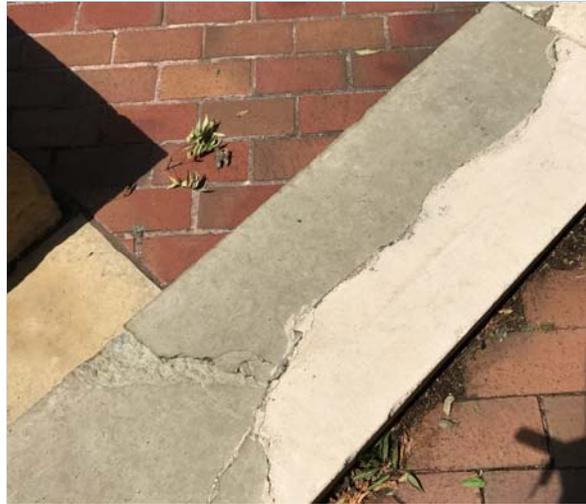


6

Additional issues to be addressed.



Limestone blocks are cracked and spalling, causing aesthetic concerns.



7

Additional issues to be addressed.



Lights have settled and some are unfunctional causing ADA and safety concerns.



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POSSIBLE SOLUTIONS

ADDISON

OPTION 1

REMOVE THE FOUNTAIN.

- Replace fountain basin with steps.
- Improve function of plaza during events.
- Remove fountain heads and lights and re-pave plaza.
- Relocate limestone blocks to not interfere with pedestrian paths.

OPTION 2

REPAIR AND MODERNIZE THE FOUNTAIN TO SIMILAR CONDITIONS.

- Repair damaged fountain lines.
- Install fountain sprays with integrated color RGB LED lights.
- Relocate limestone block to not interfere with pedestrian paths.
- Re-pave plaza in the fountain area with colored acid etched concrete to match paver color.
- Zone sprays so that a portion of the fountain can be deactivated during events.

OPTION 3

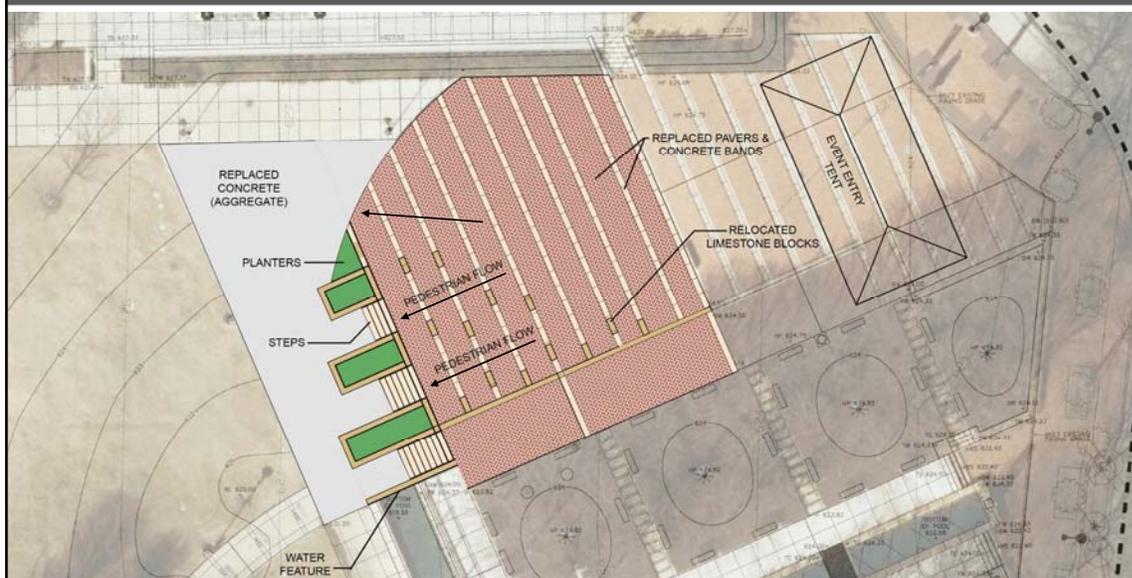
CROWD CONTROLLED FOUNTAIN

- Replace fountain with an interactive Water Gush technology fountain that has smartphone crowd control features.
- Install fountain sprays with integrated color changing LED lights that have smartphone crowd control features.
- Re-pave plaza in the fountain area with colored acid etched concrete to match paver color.
- Relocate sprays so fountain will not conflict with events.

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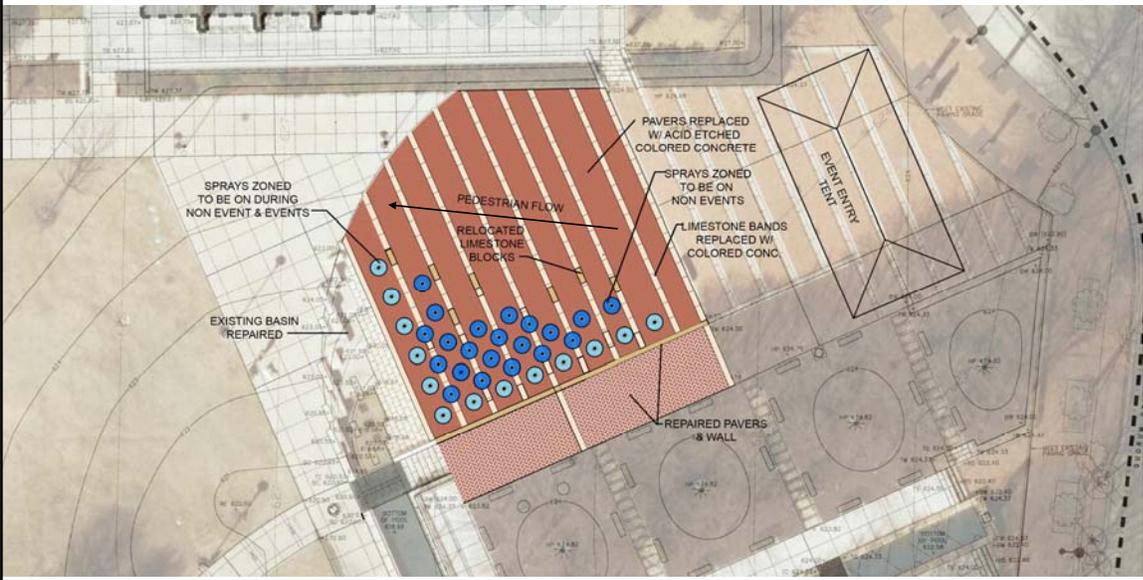
OPTION 1 – REMOVAL OF THE FOUNTAIN

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OPTION 2 – REPAIR AND MODERNIZE FOUNTAIN



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SPRAYS ZONED TO BE ON DURING NON EVENT & EVENTS

PEDESTRIAN FLOW

RELOCATED LIMESTONE BLOCKS

PAVERS REPLACED W/ ACID ETCHED COLORED CONCRETE

SPRAYS ZONED TO BE ON NON EVENTS

LIMESTONE BANDS REPLACED W/ COLORED CONC.

EXISTING BASIN REPAIRED

REPAIRED PAVERS & WALL

EVENT ENTRY

11

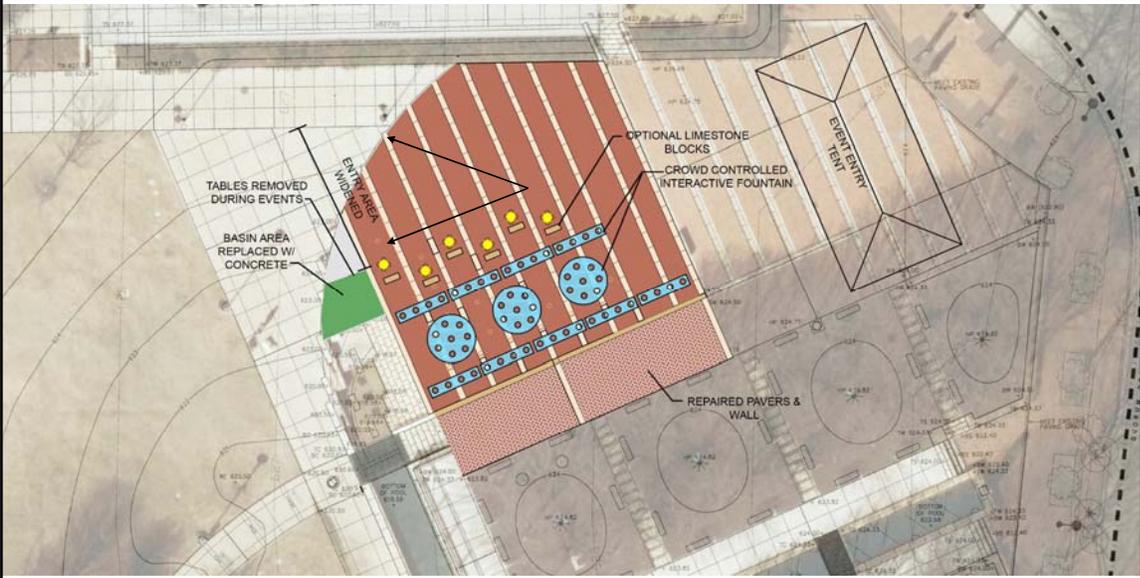
MODERNIZED FOUNTAINS AND LED LIGHTS



ADDISON

12

OPTION 3 – CROWD CONTROLLED FOUNTAIN



13

CROWD CONTROLLED TECHNOLOGY



www.waterplay.com

www.youtube.com/watch?v=0OLUKpraYYc



14

Next steps.



- Council direction to staff on preferred option.
- Define a project budget and costs.
- Hire consultant to prepare construction drawings.
- Bid the project and hire a general contractor.
- Complete construction of the project.

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Addison Circle Park Interactive Display Fountain

December 12, 2017

The logo for ADDISON, consisting of the word "ADDISON" in blue capital letters inside a white circle, set against a blue background with a white diagonal line.

16

AI-2504

4.

Work Session and Regular Meeting

Meeting Date: 12/12/2017

Department: City Manager

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Present and Discuss **Fundamentals of Municipal Debt.**

BACKGROUND:

This "Debt 101" presentation is designed to assist the citizens, businesses owners, and the general public in understanding the use of municipal debt. Cities use debt to finance public infrastructure projects such as city facilities, parks, streets, water, sewer and drainage improvements. Debt financing allows cities to finance projects, capital assets, or improvements to existing assets over their useful life.

The presentation will address the following concepts:

- How municipal debt is different from personal and corporate debt
- Use of municipal debt
- Alternatives to issuing debt and the impact
- Importance of bond ratings
- Review of Town of Addison's existing debt
- Addison's 10-year debt capacity analysis
- Process and legal requirements for issuing municipal debt

This presentation, which will be made by the Town's Financial Advisors Nick Bulaich and David Medanich from First Southwest, is intended to be the first of several discussions regarding municipal debt.

Attached to this presentation is a companion document called Debt 101- Frequently Asked Questions (FAQ) which can be used to provide additional explanations regarding municipal debt. This information will also be available on the Town of Addison website.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Debt 101

Frequently Asked Questions - Debt 101



Contacts

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Debt 101 and Capacity Analysis

Town of Addison, Texas

_____, 2017

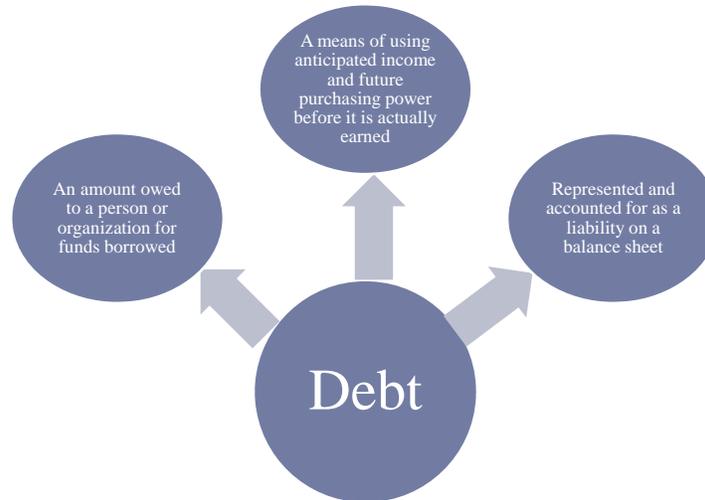
Topics of Discussion



- Debt 101 and Overview
- Bond Ratings
- Existing Debt and Capacity Analysis
- Process for Issuing Debt
- Next Steps

TOWN OF ADDISON, TEXAS

What is Debt?

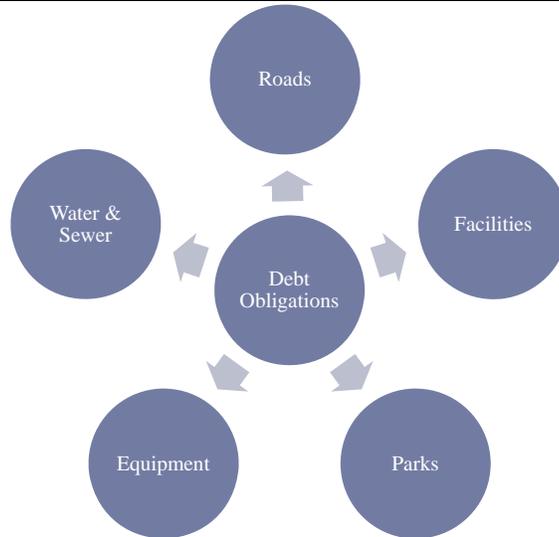


Bonds are the most common type of municipal **debt**.

Why Municipalities Use Debt?

- To finance projects, capital assets, or make improvements to existing assets over their useful lives with a variety of repayment options
- So future beneficiaries pay their “fair share” for public improvements/service - debt is repaid overtime by citizens who are using the debt-financed asset
- To finance larger projects on a more timely basis as compared to ‘**pay as you go**’ funding
- To help minimize the impact on property tax and/or user rates as compared to ‘**pay as you go**’ funding
- To take advantage of tax-exempt, low-cost, long-term financing

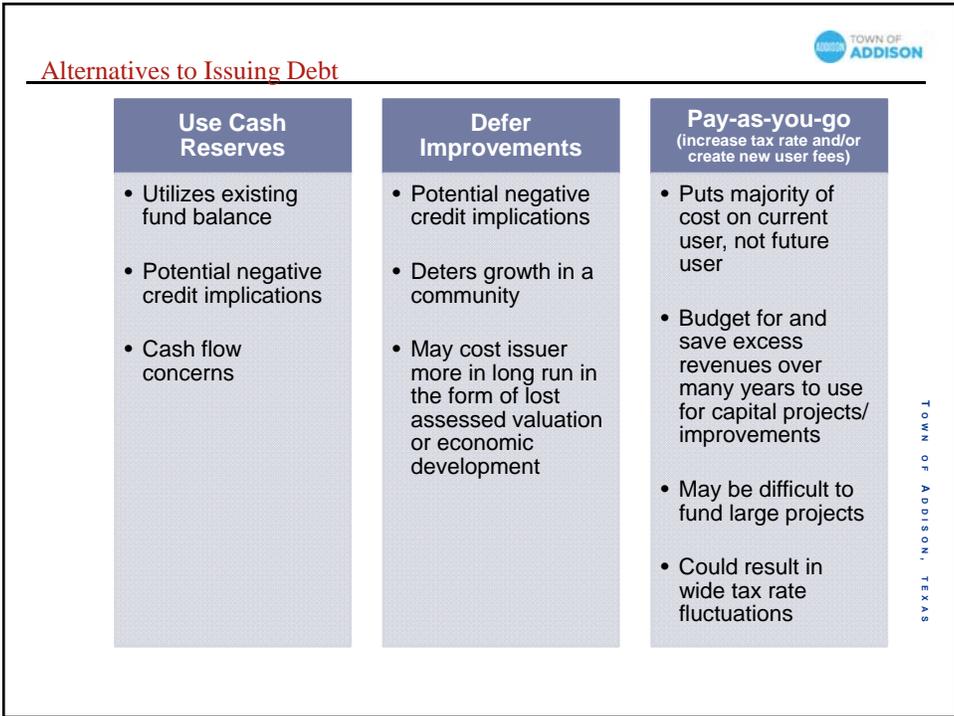
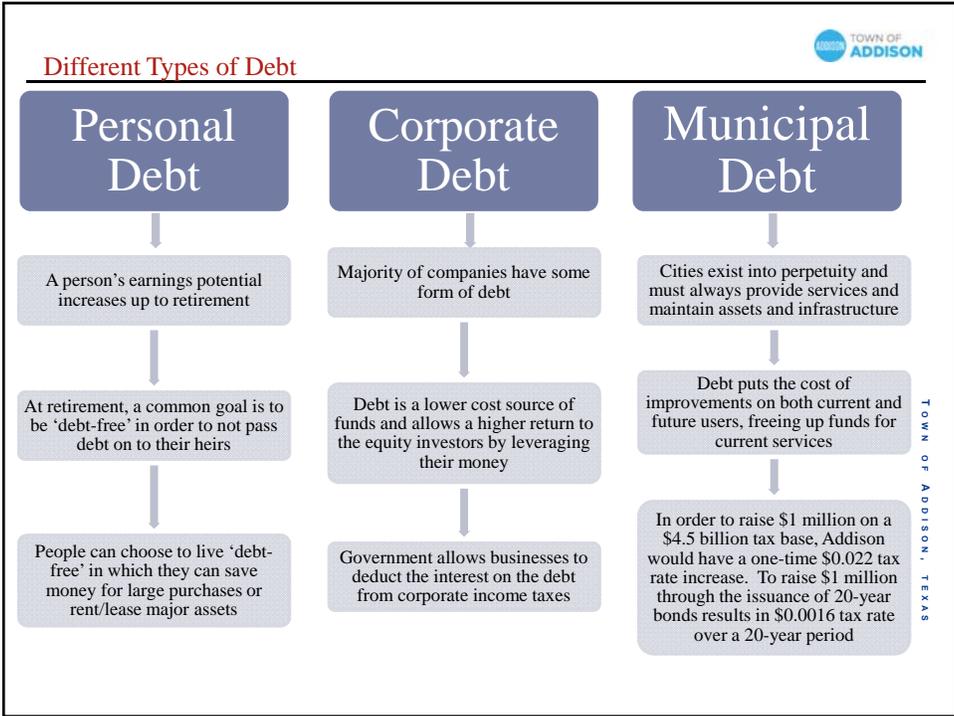
What Does Debt Fund?



*Addison issues debt to fund infrastructure improvements.

Operating Expenses are NOT Funded by Debt?

- Addison does not use debt to finance its operating expenses
- The Town's Charter and State law requires the Town to maintain a balanced budget
- Addison does NOT operate at a deficit like the Federal Government



What are Bond Ratings?



Bond Ratings

Assesses the ability and willingness of debt issuers to make full and timely payments expressed as a grade

The *higher* the bond rating, the *lower* the interest rate

Allows investment community to easily compare the soundness/competence of an investment. Good ratings mean well run cities.

TOWN OF ADDISON, TEXAS

Bond Ratings – Credit Criteria



Credit ratings are based on a variety of factors:

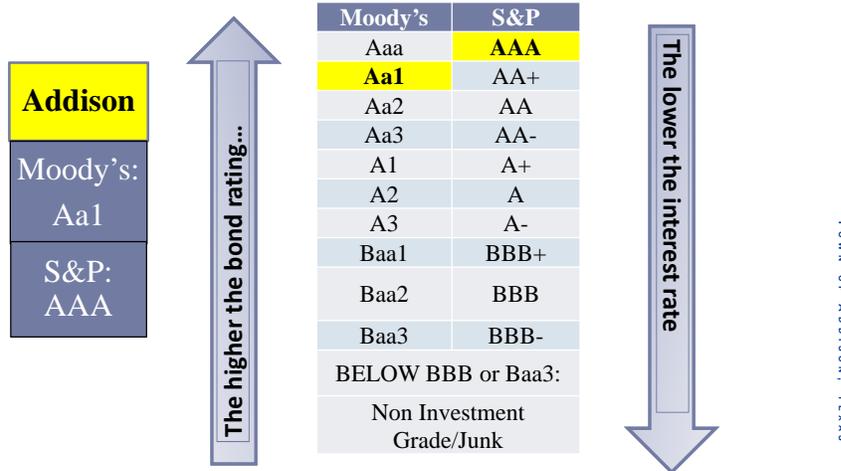


TOWN OF ADDISON, TEXAS

Bond Ratings



- Bond ratings and interest rates have an inverse correlation, which means that the *higher* the issuer's bond rating, the *lower* the interest rates that the issuer is able to obtain on their borrowings and vice versa. **The Town is rated "Aa1" by Moody's and "AAA" by S&P.**



Tax Rate Components



- Addison's Fiscal Year (FY) 2018 total tax rate is \$0.55 per \$100 of Taxable Assessed Valuation ("TAV").
- Municipal Tax Rates are divided into two components:
 - Interest and Sinking (I&S) which can only be used to pay the Town's annual bonded debt payments - **\$0.153042**
 - Maintenance and Operations* (M&O) which is used for operating expenses of the Town - **\$0.396958**

*Funds Public Safety, Parks, Streets, Municipal Court, etc.

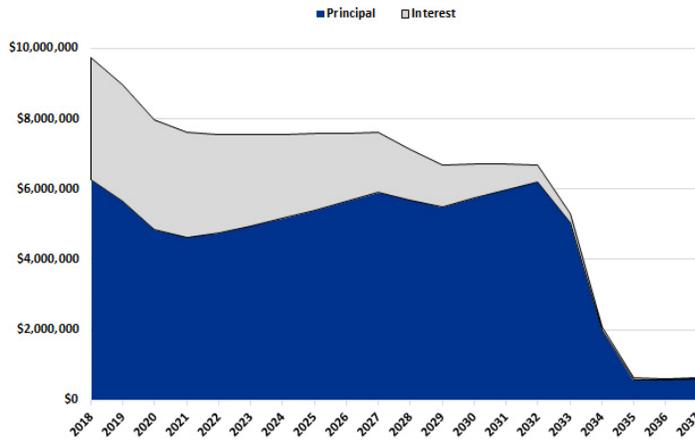
FY2018 Tax Rate



■ I&S Tax Rate
■ M&O Tax Rate

TOWN OF ADDISON, TEXAS

Existing Debt Overview

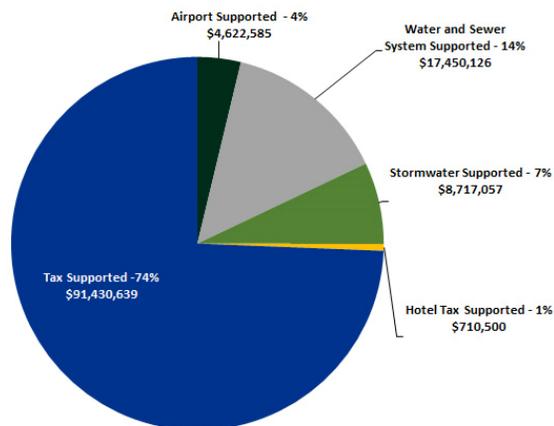


- As of September 30, 2017, the Town had \$91,100,000 of principal and \$31,830,906 of associated interest due from 2018-2037 for a total outstanding debt of \$122,930,906
- Includes debt that is repaid by taxes, water/sewer revenue, hotel occupancy tax, airport, and stormwater revenues

TOWN OF ADDISON, TEXAS

Existing Debt Overview

Total* Outstanding Principal and Interest Payments by Repayment Source As of 9/30/17



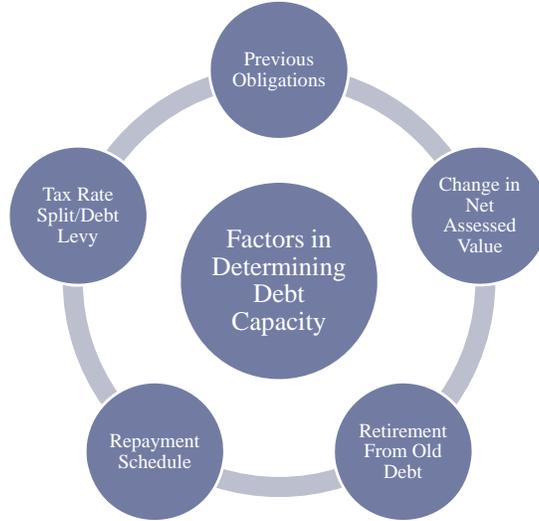
Approximately 26% of the Town's existing debt is paid by revenues other than property taxes.

*Total includes \$91,100,000 of principal plus \$31,830,906 of associated interest due from 2018-2037 for a total outstanding debt of \$122,930,906.

TOWN OF ADDISON, TEXAS

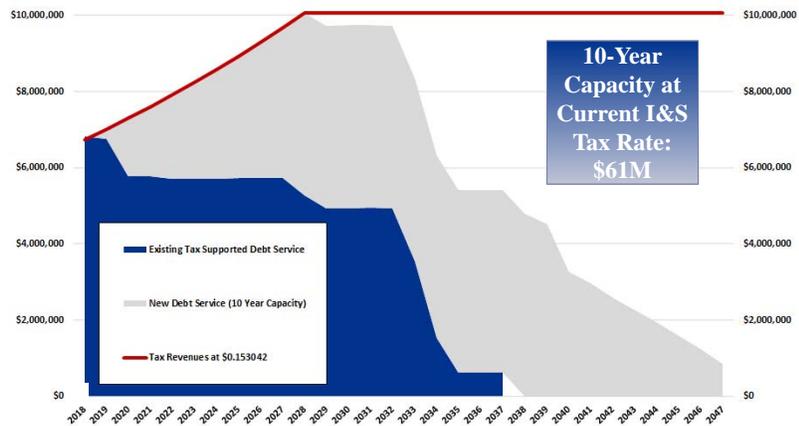
Debt Capacity

Debt capacity is the Town's ability to borrow funds under existing conditions.



TOWN OF ADDISON, TEXAS

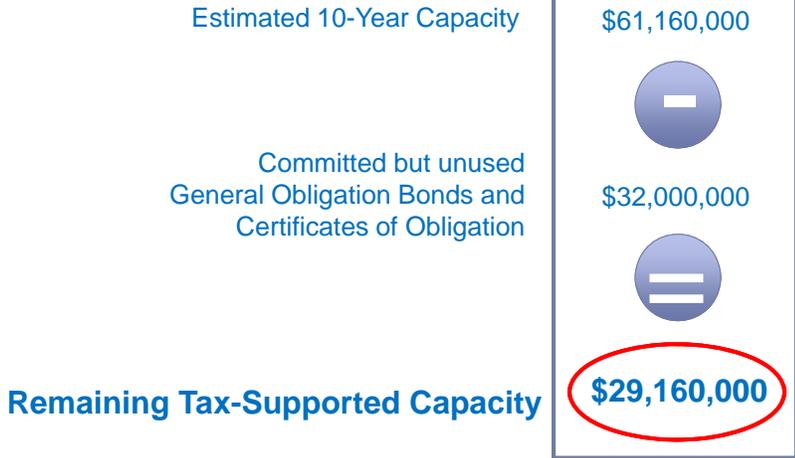
Tax-Supported Debt – 10-Year Capacity at Current I&S Rate



- Total capacity of \$61,016,000 over 10 years based on the existing I&S Tax rate of \$0.153042
- Assumptions: 4.1% annual taxable assessed valuation growth for 10 years with no growth thereafter (as provided by Town officials), 20-year level annual debt service at 4.00% in 2018, 4.50% in 2019 and 5% thereafter, and current debt service tax rate of \$0.153042

TOWN OF ADDISON, TEXAS

Tax-Supported Debt – 10-Year Capacity at Current I&S Rate



TOWN OF ADDISON, TEXAS

Each additional \$0.01 of debt service tax rate equals approximately \$5.7 million of additional capacity.

Legal Requirements of Issuing Debt



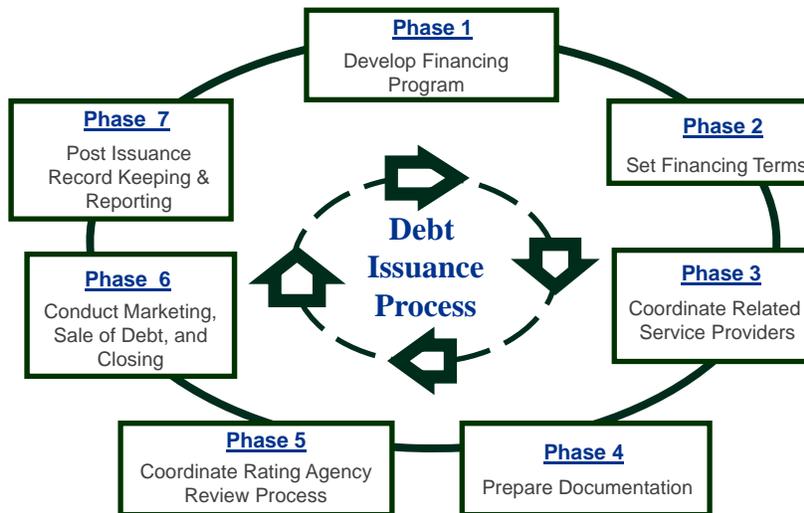
- Texas cities have specific authorization to enter into legal debt obligations as provided in the 1876 State Constitution
- All debt obligations must be approved by the City Council and the Texas Attorney General
- The approval process for the most common debt obligations is as shown below:

	General Obligation Bonds	Certificates of Obligation	Tax Notes	Revenue Bonds
Public Approval/Notice Requirements	Bond Election	Notice of Intent to Issue Published in Local Paper	None Required	None Required
Security/Pledge	Taxes Only	Taxes and/or Revenues	Taxes and/or Revenues	Revenues Only
Other Considerations	If Election fails*, how does Town address needs?	Subject to petition by 5% of Registered Voters	Maximum Maturity of 7 Years	Mandatoy Bond covenants; higher interest rate than tax secured debt

*Note: If bond election fails, Town cannot issue CO's for that same project for 3 years.

TOWN OF ADDISON, TEXAS

Process for Issuing Debt



Debt 201 – Next Steps

- Evaluate Capital Improvement Projects
- Complete ADA Transition Plan
- Complete Asset Management Plan
- ***Evaluate and prioritize needs versus capacity***



Municipal Debt Frequently Asked Questions

For what reason do cities issue debt?

Cities issue debt to finance public infrastructure projects such as public facilities, parks, streets, water, sewer, and drainage improvements. Cities also issue debt to refinance previously issued debt in order to lower the interest rate (like a home mortgage refinancing).

Do you issue debt to pay for operating expenses or to supplement your annual budget?

No. The Town does not use debt to finance operating expenses (like the Federal Government); the Town's Charter requires the Town to maintain a balanced budget.

Why do cities utilize debt instead of using cash reserves or paying for projects when the city can afford it without the use of debt?

Debt financing allows cities to finance projects, capital assets, or improvements to existing assets over their useful lives with a variety of repayment options. The tax-exempt feature of municipal debt provides a low-cost and long-term option for financing large projects on a timely basis as compared to 'pay as you go' funding. Additionally, debt financing spreads the repayment of the debt over the useful life of the asset being financed which allows for both current and future beneficiaries to pay their 'fair share' for the public improvement/service. This also frees up money to be available to fund current services. Balance is the key.

But...looking at the Town's 2016 Audit, it says the Town has nearly \$54 million in cash. Why not use this money instead of issuing debt?

The vast majority of the \$54 million balance is restricted for capital improvements that are currently under construction (approximately \$33 million). Additionally, the Town's existing fund balance policy requires that at least 25% of budgeted expenditures (approximately \$13 million) is maintained as a cash balance to preserve liquidity and in anticipation of economic downturns or natural disasters. The majority of the remaining cash balances (approximately \$7 million) are either held in restricted accounts or are encumbered for specific purposes.

What, if any, are the alternatives to issuing debt?

- *Cities could use available cash reserves (e.g. utilize existing fund balances) to fund projects. When using cash reserves, there could be potential negative credit implications as well as cash flow concerns if the fund balance is greatly depleted.*
- *Cities could defer or abandon the purchases/improvements. This too could have potentially negative credit implications as it could deter taxable value growth and it could cost the city more in long run in the form of lost assessed valuation or economic development.*
- *Cities could use 'pay-as-you-go' financing. 'Pay-as-you-go' financing uses current revenues to generate excess cash through additional taxes and/or user fees to 'save up' over several years for a future project.*
 - *It could be difficult to apply this method of financing to large projects due to the inability to have necessary funds on hand to enter into the construction contract.*
 - *It puts the majority of the cost on a current user, and not a future user, for an asset that has a useful life over several decades*
 - *For example, in order to raise \$1 million on \$4.5 billion tax base, Addison would have a one-time \$0.022 tax rate increase. Alternatively, raising \$1 million through the issuance of 20-year bonds results in \$0.0016 tax rate over a 20-year period.*
 - *Implementation of 'pay-as-you-go' financing could result in wide tax rate fluctuations when the Town needed to levy additional taxes to pay lump sum payments for major projects.*

How are cities able to issue debt?

Cities have specific authority provided by the State Constitution to issue debt instruments in order to finance public improvements.

How is debt repaid?

Tax supported debt is repaid by the on-going collection of tax revenues. The Town has two components to its tax rate: the Maintenance and Operations component which pays the costs of operating the Town, and the Interest & Sinking Fund component which can only be used to pay the current annual debt service requirement. Revenue supported debt is paid by the user fees of the specific revenue source (water and sewer, hotel/motel occupancy taxes, etc.)

The Town has historically issued 20 year bonds. Does this mean that short-lived assets are also financed over 20 years?

No. Even though one bond issue may be utilized, short-lived assets are financed over the term of their useful lives and accounted for separately even within a single bond issue.

How is municipal debt different from my personal debt?

Municipal debt, by definition, is not entirely different than a home mortgage debt: you pay an annual principal and interest component based on a set repayment schedule based on a fixed interest rate. Personal debt is generally prepayable at any time, however, investors of municipal debt want income certainty so typically municipal debt is not prepayable until 10 years after the issuance date.

I would like to be debt free by the time I retire. Is the Town ever going to be debt free?

The approach to debt by a person is different from the approach to debt by a municipality. While most individuals would like to be debt free, especially as they enter retirement, cities, on the other hand, exist into perpetuity and never retire. As a city grows, so does its gross domestic product or GDP (financial resources) and its population. For the benefit of the city's current and future residents, new infrastructure must be built, and older infrastructure must be repaired and maintained. Cities own all the assets and infrastructure and must maintain them and provide for service(s) accordingly.

What is our current debt service tax rate, our total tax rate?

Addison's current tax rate is \$0.55. The debt service tax rate component (also referred to as Interest and Sinking- I&S) is \$0.153042 and the Maintenance and Operations (M&O) component is \$0.396958.

How much debt can we sell at our current tax rate, what assumptions are you using?

The Town has a total debt capacity of \$61,160,000 over 10 years based on the existing I&S tax rate of \$0.153042. However, Addison already has \$32 million committed in General Obligation bonds and Certificates of Obligation. This means that either voters have approved bonds that have yet to be sold and/or Council has committed to fund future projects through other debt instruments. These commitments are encumbrances against the Town's \$61 million debt capacity. After subtracting those encumbrances, the Town's remaining tax-supported capacity is \$29,160,000.

Assumptions: 4.1% annual taxable assessed valuation growth for 10 years with no growth thereafter (as provided by Town officials), 20-year level annual debt service at 4.00% in 2018, 4.50% in 2019 and 5% thereafter, and current debt service tax rate of \$0.153042.

If we sell the bonds will my tax rate increase, how much?

All things being equal, the tax rate will not change as long as the Town does not exceed its 2017 debt capacity. However, there are a variety of other factors that can impact the tax rate.

AI-2500

5.

Work Session and Regular Meeting

Meeting Date: 12/12/2017

Department: Parks & Recreation

AGENDA CAPTION:

Present and Discuss the **Use of Artificial Turf Within Required Landscape Areas, per the Town's Ordinance.**

BACKGROUND:

The Town's Urban Center Zoning has minimum front yard and streetscape requirements that apply to and were met by Meridian Square Townhomes. The Town's landscape ordinance requires the use of living plant material within required landscape areas. Meridian Square Homeowners Association installed artificial turf within the required front yard landscape area. The installation of artificial turf has put the property in non-compliance with the Town's Landscape Regulations. Several Council Members asked Staff to bring this item for discussion.

This item was brought forward to Council at the October 24, 2017, Council meeting. During the discussion, staff was asked to conduct further research on:

- The impact of artificial turf in other communities
- How other communities establish their ordinances
- Environmental impacts
- Aesthetics
- The long-term perspective impacts on homeowners related to the installation of artificial turf

Staff will present the findings of the requested research for discussion.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Artificial Turf

Landscape Ordinance Artificial Turf Follow Up Discussion

December 12, 2017

ADDISON

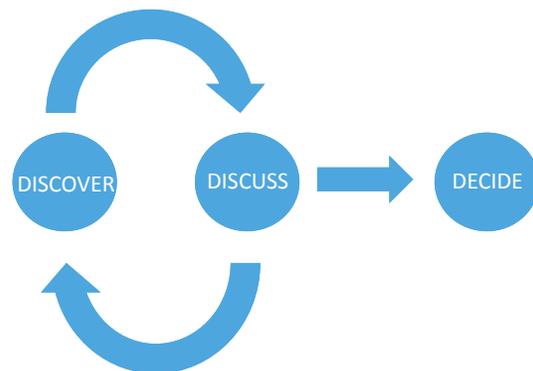
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Overview of Previous Discussion

ADDISON

Request to Allow Artificial Turf in Required Landscape Areas

- **What is the issue?** Meridian Square Homeowners Association installed artificial turf, which is not currently allowed, within their required landscape area. Artificial Turf was installed to deal with issues created from heavy shade, pets and small yards. As a follow up their HOA made a request of Council to allow the use of artificial turf within these areas.
- **Previous Discussion Point:** Staff advised Council on the purpose of the Town's landscape ordinance and offered points of consideration regarding the intent of the ordinance and the use of artificial turf.
- **Previous Discussion Point:** Staff identified that an ordinance that allows artificial turf would need to address allowable zoning, define quality and quantity parameters. Subsequently, this will require enforcement by the Town.
- **Discover:** Council directed staff to research landscape ordinances in other states that allow Artificial Turf, such as California and present this information to council.
- **Discussion Point:** This presentation will provide council with information regarding California Artificial Turf Ordinances, potential environmental impacts, aesthetics and quality control standards. It will also look at how Artificial Turf is beginning to be addressed in Texas and provide Council with discussion options regarding Artificial Turf requirements in Addison.



2

Sample Ordinances - California



Numerous California cities define how artificial turf can be used in response to State Laws.

- April 1, 2015 the Governor issued an Executive Order that implemented mandatory water reductions across the state to reduce water use by 25 percent.
- Assembly Bill 349 – Bars HOA's that oversee common-interest developments from forbidding synthetic grass or turf.
- Assembly Bill 1164 – Prohibits a city or county, from enacting or enforcing any ordinance or regulation that prohibits the installation of drought tolerant landscaping, synthetic grass, or artificial turf on residential property.
- Senate Bill 88 – Allows local agencies to impose civil liability of up to \$10,000 for violations of water conservation programs.

3

Sample Ordinances - California*



CITY	RESIDENTIAL	MULTI-FAMILY	MIXED-USE	COMMERCIAL	Additional
Beverly Hills	70%	70%	Not Allowed	Not Allowed	Not Allowed Within the ROW, Parkway or Within the Dripline of Heritage Trees.** Requires a buffer between property line and street and buildings.
Glendale	50%	50%	Can Not Be Visible From Streets	Not Allowed	Not Allowed in Parkways**
Lawndale	Allowed	Not Allowed	Not Allowed	Not Allowed	
Sacramento	Allowed	Allowed	Allowed	Allowed	
Simi Valley	75%	50%	50%	50%	Requires Zoning Clearance
Westlake Village	Allowed	Allowed	Not Addressed	Allowed	

* Although California municipalities are required to allow artificial turf in residential zoning, the ordinances are in place to set limits and establish quality standards.

** Parkways are excluded due to increased costs associated with repair of damaged utility lines.

4

Sample Ordinances - California



Environmental Impacts

- **Sanitation** – Reports indicate Artificial Turf can have increased bacteria levels. Some products are now coated with anti-microbial agents.
- **Impact on Landfills** – The carpet is not biodegradable and will need to be replaced in 8-15 years.
- **Soil Compaction** – Installation requires compaction of subgrade.
- **Loss of Soil Dynamics** – Compacted soil and loss of organic matter will deplete healthy soil bacteria and organisms.
- **Increased Run-off** – Compacted subgrade creates an impervious surface.
- **Storm Water Pollution** – Toxins from Artificial Turf can leach into storm water. Loss of soil dynamics will prevent soil from filtering and cleaning ground water.
- **Air Quality** – A turf area of 50' x 50' lawn produces enough oxygen to meet the everyday needs of a family of four ¹.
- **Heat Gain** – Artificial turf can increase atmosphere temperature by 4° Celsius².

Because of environmental concerns many California municipalities encourage a xeriscape over an artificial lawn to reduce water consumption and apply limits to the amount of Artificial Turf allowed on a lot.

A Xeriscape is a landscape design that requires little or no irrigation and limited maintenance.

1. Maryland Agricultural Statistics Service.

2. American Meteorological Society.

5

Sample Ordinances - California



Aesthetics*

Attribute	Xeriscape	Artificial Lawn
Curb Appeal	x	x
Regional Sense of Place	x	
Showcases Color & Textures	x	
Consistent Manicured Look		x
Remains Uniform		x
Seasonal Changes	x	

*Based on report produced for Glendale, CA

6

California – Compiled Quality Requirements



Type

- Cut-Pile carpet.

Materials

- Blade & Backing: Lead-free polyethylene, polypropylene, vegetable based product or a blend of the three. Nylon or plastic is not allowed.
- Infill: Must be clean washed sand, silica sand, cork or zeolite. Crumb rubber is not be allowed.
- Permeability: Permeable backing with drain rate of 30" per hour.
- Warranty: Have a minimum 8-year warranty.
- Tear Grab Strength: Minimum 200 pounds.
- Tuft Bind Strength: Minimum 8 pounds.
- Flammability: Pass the pill burn test for flammability.

Appearance

- Color: Include a minimum of two shades of green blade colors and contain a tan thatch layer. Colors must mimic natural turf.
- Texture: Three-dimension ridge, spine cross-section and uneven tips.
- Length: Blade length between 1-1/2" – 2-1/2".
- Thickness: Tuft spacing of no more than 3/8" spacing between rows.



Typical Turf Installation
Image Courtesy of the Synthetic Turf Council



Typical Turf & Thatch Coloring
Image Courtesy of SynLawn

7

California – Compiled Quality Requirements



Installation

- Seams: Sewn seams.
- Edges: Edges not visible.
- Base: Installed over a compacted aggregate base that allows for adequate drainage.
- Anchoring: Permanently anchored.

Maintenance

- Must be maintained in clean and attractive conditions.
- Shall not contain weeds, holes, tears, stains, discolorations, faded, seam separations, uplifted surfaces, heat degradation, depressions, odors or excessive wear.
- Damaged or worn areas must be repaired or removed and replaced in a manner that results in consistent appearance with the existing synthetic lawn.
- Be groomed periodically to prevent compacted and flattened turf.

8

Comparative Cities - Addison



Landscape Ordinance

Allen
Carrollton
Coppell
Frisco
Farmers Branch
Flower Mound
Grapevine
Irving
Lewisville
McKinney
Plano
Richardson
University Park

Within required landscape space calls for either:

- the use of living plants
or
- specifically states artificial or man-made plants are not allowed.

Some of our comparative cities go a step further and do not allow artificial turf in front yards or where visible from the public Right-of-Way.

9

Texas Research – Environmental



Heat Island - Comparisons of four surfaces in College Station, TX

Type of Surface	Maximum daytime surface temperature	Minimum nocturnal surface temperature
Green growing <i>Bermuda</i> turf	88°F (31 °C)	75°F (24 °C)
Dry bare soil	102°F (39 °C)	79°F (26 °C)
Brown summer-dormant <i>Bermuda</i> turf	126°F (52 °C)	81°F (27 °C)
Synthetic turf	158°F (70 °C)	84°F (29 °C)

Storm Water- Some Texas municipalities are studying whether Artificial Turf should be considered an Impervious surface. The City of Austin Water Protection Ordinance has determined Artificial Turf is impervious unless the installer can provide design information indicating how the soil is kept pervious and infiltration of storm water is ensured.

10

Staff Recommendation



Staff does not recommend the modification to the Town landscape ordinance to allow the installation of Artificial Turf in the required landscape area.

- Does not meet the environmental objectives of Addison's landscape ordinance.
- Requires modifications to the landscape ordinance.
- Would require continued staff oversight.

Artivle VI. – Landscape Regulations
Sec. 34-201 – Purpose
 Aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, groundwater recharge, and (stormwater) runoff retardation, while at the same time aiding in noise, glare and heat abatement.

If Council chooses to allow the expanded use of Artificial Turf, staff recommends limiting the following items:

- Establish quality standards similar to example ordinances.
- Limit quantity of application to ensure a portion of the required landscape area is vegetated with live plants.
- Limit zoning location in which Artificial Turf is Allowed

Artificial Turf Ordinance- Quality



Turf Component	Allowed	Not Allowed
Blade & Backing	Lead-free polyethylene, polypropylene, vegetable-based or combination	Nylon or Plastic
Infill	Clean washed sand, silica sand, cork or zeolite	Crumb Rubber
Permeability	Permeable backing with 30" per hour or > drain rate	
Warranty	Minimum 8-year warranty	
Tear Grab Strength	Minimum 200 pounds	
Tuft Bind Strength	Minimum 8 pounds	
Flammability	Pass the pill burn test for flammability	
Appearance	Allowed	Not Allowed
Color	Include a minimum of two shades of green blade colors and contain a tan thatch color. Colors must mimic natural turf.	Colors that do not mimic natural turf.
Texture	Three-dimension ridge, spine cross-section and uneven tips	
Length	Blade between 1-1/2" – 2-1/2"	
Thickness	Tuft spacing of no more than 3/8" between rows.	
Installation	Allowed	Not Allowed
Seams	Sewn Seams	
Edges	Edges not visible	
Base	Compacted aggregate that allows for adequate drainage	
Anchoring	Permanently anchored	
Maintenance	Allowed	Not Allowed
Wear	Maintained in clean and attractive conditions	
Damage	Shall not contains weeds, holes, tears, stains, discolorations, fading, seam separations, uplifted surfaces, heat degradations, depressions, odors or excessive wear	
Damage	Damaged and worn areas must be repaired or removed and replaced in a manner that results in consistent appearance with existing synthetic lawn.	
Grooming	Be groomed periodically to prevent compacted and flattened turf.	

Subjective Items

- How are natural turf colors defined and assured?
- How is faded color determined?
- How is worn turf determined?
- How to discern between repair or replacement being required?

Points to Consider

- Should an increase in impervious surfaces impact storm water fees?
- Should there be other environmental impact fees to offset oxygen reduction and increase in storm water pollution?

Artificial Turf Ordinance - Quantity





100 -90% Artificial Turf



80-75% Artificial Turf

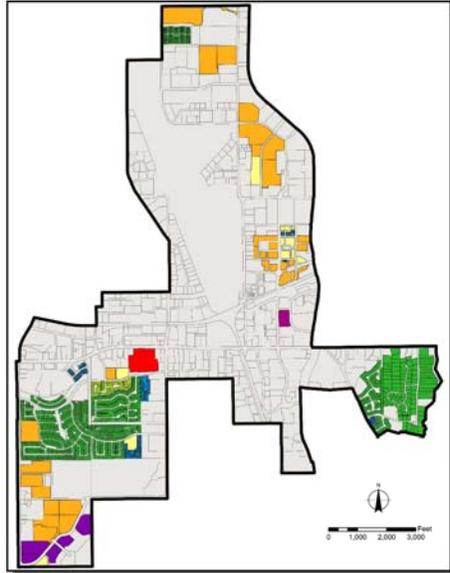


60-50% Artificial Turf

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Artificial Turf Ordinance - Location





PROPERTY TYPE	SF	ACRES	SQ. MILES
SINGLE FAMILY RESIDENCES	10,951,278.00	251.41	0.39
SFR - VACANT LOTS/TRACTS	26,628.65	0.61	0.00
SFR - TOWNHOUSES	832,236.05	19.22	0.03
MFR - DUPLEXES	453,051.68	10.40	0.02
CONDOS	1,164,672.59	26.74	0.04
MFR-APARTMENTS	8,704,508.62	199.83	0.31
VITRUVIAN DEVELOPMENT	1,592,863.00	36.40	0.04
ADDISON GROVE	744,234.00	17.09	0.03
AMLI	211,456.00	4.85	0.01
Total	24,155,897.59	554.54	0.87

Definitions

- Single Family – Freestanding residential home.
- Duplex – Two single family homes that share a common wall.
- Townhome – Single-family residences built side by side and includes the land the home is on.
- Condo –Community of units, in which the individual owns the interior of the unit but not the common space.
- Apartment – Multi-family property owned and managed by a landlord.
- Live-Work Unit – Townhome type unit that includes a business work space.

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Artificial Turf - Options



OPTION 1

Not allow Artificial Turf in any front yard or within any required landscape areas.

OPTION 2

No change to current ordinance.

Single Family / Duplex zoned properties are exempt and all other zoning must meet the required landscape area objectives that call for the use of living plant material.

OPTION 3

Allow in all Single Family, Duplex , Townhome and Townhome like properties.

OPTION 4

Allow in Single Family / Duplex Zoning, plus Urban Center Townhome Zoning with HOA Oversight.

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Artificial Turf - Options



OPTION 1

Not allow Artificial Turf in any front yard or within any required landscape areas.

Pros

- Protect Town from expensive repairs as a result of utility repair and installation.
- Consistent ordinance with some of our comparative cities.
- No environmental impacts regarding heat gain, loss of soil dynamics and run off.

Cons

- Would require grandfathering in or removal of existing artificial lawns within front yards.

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Artificial Turf - Options



OPTION 2

No change to current ordinance.

Single Family / Duplex zoned properties are exempt and all other zoning must meet the required landscape area objectives that call for the use of living plant material.

Pros

- Keeps the status quo.
- Consistent ordinance with some of our comparative cities.
- No additional environmental impacts regarding heat gain, loss of soil dynamics and run off.

Cons

- Does not treat owner occupied properties equally.
- Would require the removal of non-complying Artificial Turf.

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Artificial Turf - Options



OPTION 3

Allow in all Single Family, Duplex, Townhome and Townhome like properties.

Pros

- Limits use of Artificial Turf to owner occupied properties.
- Treats all owner occupied properties equal.

Cons

- Would require enforcement & oversight by Town.
- Would require expensive repairs if located over utilities.
- Increase environmental impacts regarding heat gain, loss of soil dynamics and run off.

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Artificial Turf - Options



OPTION 4

Allow in Single Family / Duplex Zoning, plus Urban Center Townhome Zoning with HOA Oversight.

Pros

- Creates a limited-use area that only applies to the Urban Center where heavy shade, small yards and pet use is an increased issue.
- Requires HOA's to enforce and oversee.
- Allows use of Artificial Turf in a limited capacity as some of the unknown concerns are being researched.

Cons

- Would require secondary enforcement & oversight by Town of individual property owner if HOA's did not fulfill their obligations.
- Would require expensive repairs if located over utilities.

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Discussion



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AI-2499

7.

Work Session and Regular Meeting

Meeting Date: 12/12/2017

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve the November 14, 2017 and the November 28, 2017 Regular City Council Meeting Minutes.

BACKGROUND:

The City Secretary has prepared meeting minutes for Council approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - November 14, 2017

Minutes - November 28, 2017

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

November 14, 2017

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

5:00 p.m. Dinner, Executive Session & Work Session 7:30 p.m. Regular Meeting

Present: Mayor Chow; Mayor Pro Tempore Hughes; Deputy Mayor Pro Tempore Duffy; Councilmember Angell; Councilmember Braun; Councilmember Walden; Councilmember Ward

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:

Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-07691 44th Judicial Court, Dallas, County

Executive Session convened at 5:07 p.m.

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.

Open Session reconvened at 6:18 p.m. with no action taken regarding the above Executive Session item.

The meeting recessed until the Work Session began at 6:30 p.m.

WORK SESSION

3. Present and Discuss the **Status Update of the Financial Plan and Rate Model for Water and Sewer Utility Rates for the Town's Use with Raftelis Financial Consultants, Inc. (RFC).**

Chief Financial Officer Olivia Riley introduced Angie Flores with Raftelis Financial Consultants, Inc., a utility rate consulting firm. Ms. Flores presented to council the Outlook for 2018 that included Revenues and Expenses from 2012 through 2017. She then provided the forecast for 2018 based on current rates. There will be a deficit of \$500,000 in 2018 and a cumulative deficit of \$1.1M through 2023. Total expenses for FY 2018 is projected at \$12.3M.

The Town's Financial Plan includes revenue requirements for Capital costs, Operations and Maintenance, and Transfers. She explained that Pass Through Rates are the cost of purchasing water from Dallas Water Utilities and the Trinity River Authority. Model assumptions through FY 2023 include a 5% annual increase for both.

Ms. Flores then reviewed the Town's current staffing level of sixteen and a projection that includes seven additional full-time employees beginning in 2019. She reviewed the advantages and disadvantages of maintaining the current staffing levels. The cost of the additional personnel and related vehicles will cost approximately \$550,000. For the years 2019 to 2021 additional staff and vehicle needs are expected to cost \$570,000.

The current Fund Balance must remain at a minimum of 25% of the annual operating costs. General discussion among Council determined that percentage should stay the same as the new financial policy is drafted. Utility rate adjustment approaches were discussed with Council consensus to implement systematic adjustments with annual reviews.

The current five year Capital Improvement Plan for utilities includes \$15M to be partially funded with FY 2016 bond proceeds and the FY 2018 Capital Plan. Council consensus was to consider future financing of capital improvements with a mix of bond funds and excess Fund Balance.

A Model for the Water and Sewer Utility Rates and Financial Plan will be presented at a future meeting.

4. Present and Discuss the **Committee of Sponsoring Organizations of the Treadway Commission (COSO) Framework and Introduce an Internal Control Program Outline for the Town of Addison.**

Chief Financial Officer Olivia Riley provided a brief background of “COSO”. The Committee of Sponsoring Organizations of the Treadway Commission is an internal control framework. The Town of Addison uses the framework as outlined in “The Green Book” which adapts control principals for a government environment. The purpose is to help the Town run its operations efficiently and effectively and to comply with applicable laws and regulations. Further, the Committee provides leadership, guidance on risk management, and fraud deterrence. CFO Riley reviewed the components and steps of the Internal Control Program and a potential 2018 schedule for implementation and completion of the program. Results and recommendations for improvement will be reported to city management. Processes will be documented for future staff.

City Manager Pierson advised the Council that the cost for the program is unknown at this point however, the Town budgets approximately \$50k per year for efficiency projects. The next briefing on this matter will be in March 2018.

5. Present and Discuss an **Update on the Cotton Belt Regional Rail Project.**

Deputy City Manager Ashley Mitchell updated the Council on the DART Cotton Belt Project, which is a 26-mile Regional Rail Corridor. DCM Mitchell advised that this Regional Rail system is diesel/electric and not an electric Light Rail. The timeline for the project indicates completion by the end of 2022. DCM Mitchell stated that community involvement is a key factor with several upcoming meetings. It was noted that “Quiet Zones” in or near Addison are being included and are authorized for 5 years. After that the Town will need to reapply for Quiet Zone designations. She further advised that the Addison Road crossing will not be an aerial crossing due to its proximity to Addison Airport however the Midway Road Crossing will be above grade. DART has committed to making this crossing visually complementary to the existing Wheeler Bridge. A Council resolution for formal action will be presented in the future regarding the Midway Road crossing.

Charles Goff, Assistant Director of Development Services and

Planning, then presented information on two Special Study Areas in the Addison Circle District called for the Comprehensive Plan. Staff is recommending these be combined into one area. A Professional Services Agreement with Kimley-Horn will be proposed in December 2017. Community input will be sought and the study will take approximately four months to complete.

The Work Session adjourned at 7:58 p.m.

The Regular Session convened at 8:03 p.m.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

City Manager Wes Pierson announced that Town of Addison Human Resource Director Passion Hayes was named the 2017 Ogletree Deakins HR Professional of the Year by the North Dallas Chamber of Commerce. Upcoming meetings and events: A public work shop regarding the city's ADA Transition Plan is being held at the Addison Conference Center on November 30, 2017. DART Cottonbelt open house meetings are scheduled for November 29 and 30, and on December 7, 2017. The tree lighting is planned for November 17th and the Vitruvian Park Lighting is scheduled for November 24th. More information on these events is available on the Town website. Town offices will be closed in observance of Thanksgiving on November 23rd and 24th.

Mayor Chow advised that he attended a meeting (today) of the Restaurant Owners and Managers.

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.

There were no requests to speak.

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.

7. Consider Action to Approve the **October 24, 2017 Regular Meeting Minutes.**

8. Consider Action to Approve a **Resolution for the Purchase and Installation of Outdoor Pool Filters and Associated Elements from Sunbelt Pools for the Addison Athletic Club and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$112,000.

9. Consider Action to Approve the **Purchase of (2) 2018 Sedans, (1) 2018 Electric Vehicle (1) 2018 ½ Ton Truck, (2) 2018 1 Ton Trucks, (1) 2018 Sport Utility Vehicle, (1) 2018 Mini-Excavator, (1) 2018 Brush Chipper, (1) 2018 Aerial Lift Truck, (2) 2018 Tractor Mowers, (1) 2018 Grasshopper Mower, under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperatives known as BuyBoard, Texas SmartBuy and US Communities** in an Amount not to Exceed \$680,005.52.

10. Consider Action to Approve a **Resolution for a License Agreement with Dallas Area Rapid Transit (DART) to Allow Operation and Maintenance of a Sanitary Sewer Line within DART Right-of-Way at Dallas Parkway and Crossing the Cotton Belt Line and Authorize the City Manager to Execute the Agreement.**

***Motion to approve the above consent agenda items-
Councilmember Braun; second by Councilmember Ward;
motion passed with a vote of 7-0.***

-
11. Present, Discuss and Consider Action on a **Resolution for a Grant Funding Agreement with The Cavanaugh Flight Museum and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$50,000.

Deputy City Manager Cheryl Delaney advised the Council that the Cavanaugh Flight Museum submitted a Grant Funding Application to the Town requesting \$50,000. Upon staff review it was determined the request is for a public purpose that enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

Marketing funds for advertising museum events

Executing flyovers

Operational funds needed to fly multiple aircraft

Additionally, Cavanaugh Flight Museum is requesting deletion of the following requirement located in Section VIII. Additional Requirements of the Organization, subsection (b) of the agreement included in the attached resolution: "...and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately be notified of any changes to the schedule..."

The reason given for this request is that the board meetings are conducted as closed meetings. Staff is requesting direction from Council regarding the deletion of this requirement.

Motion to approve with modification of the wording as requested– Deputy Mayor Pro Tempore Duffy; second by Mayor Pro Tempore Hughes; motion passed with a vote of 7-0.

-
12. Present, Discuss and Consider Action on a **Resolution Appointing Members to the Planning & Zoning Commission.**

Charles Goff reviewed the appointment process for boards. Terms are for two years beginning in January. Newly elected council members may nominate members. It was noted that there were 23 applicants.

Following a brief discussion of the Planning and Zoning applicants, the following were presented for approval:

Place 4: Denise Quintanilla (selected by Tom Braun)
Place 5: Eileen Resnik (selected by Lori Ward)
Place 6: Jerry Dougan (selected by Mayor Chow)
Place 7: Thomas Souers (selected by Ivan Hughes)

Mayor Chow thanked P&Z members who have served in the past.

Motion to approve [as presented]- Councilmember Walden; second by Deputy Mayor Pro Tempore Duffy; motion passed with a vote of 7-0.

13. Present, Discuss and Consider Action on a **Resolution Appointing Members to the Board of Zoning Adjustment.**

Charles Goff explained to the Council that the Board of Zoning Adjustment (BZA) hears variance requests, hears appeals, and serves as the Fire Code BZA and the Building Code BZA. He noted that the board's actions are final in matters and may supersede Council actions.

Following a brief Council discussion of the Board of Zoning Adjustment applicants, the following were presented for approval:
Place 4: EJ Copeland (selected by Tom Braun)
Place 5: Jeanne Dunlap (selected by Lori Ward)
Place 6: Gary Krupkin (selected by Mayor Chow)
Place 7: Matt Horine (selected by Ivan Hughes)

Motion to approve [as presented]- Deputy Mayor Pro Tempore Duffy; second by Councilmember Walden; motion passed with a vote of 7-0.

14. Present, Discuss, And Consider Action on an **Ordinance Granting A Meritorious Exception for Poochville, Located at 15070 E. Beltway Parkway, from the Code of Ordinances, Chapter 62 Section 62-185. - Specifications for Detached Signs in Order to Permit a Sign Exceeding the Effective Area Requirements.**

Charles Goff presented this request for a Meritorious Exception to the Council. He reviewed the location of the sign in question, adding the sign is a multi-tenant sign and the requestors have utilized the entire sign on one side (opposite side blocked from view by trees according to the requestor.) Further, the sign was changed without a permit. Staff is recommending denying the request. Requestor Tina Austin

of Poochville told the Council that the building has always been a single-tenant building and the city's requirements for lesser square footage would be cause her business to be less visible. Other speakers in favor were Dan Smith and Dan Miller of Legacy Signs of Texas. After Council discussion, the following motion was made.

Motion to deny- Deputy Mayor Pro Tempore Duffy; second by Councilmember Ward; motion passed with a vote 6-1 [Mayor Chow voted no.]

15. Present and Discuss the **Oktoberfest 2017 Operations and Financial Reconciliation.**

Mark Acevedo, Director of General Services, provided information on the recently held Oktoberfest. He reviewed the changes that were implemented this year that included age 12 and under free admission as well as Thursday and Sunday free admission. Accounting Supervisor Ashley Boatright reviewed the attendance and ticket sales from 2013 to 2017. The total revenue for 2017 was \$1,793,611 and total attendance was 48,046 people. Total expenses for the event were \$1,783,881.

There was a brief discussion on possible changes for the 2018 event. Mr. Acevedo added that staff will reevaluate whether the free Sunday should be offered again. The Mayor stated he would like to have the Intercontinental Hotel return to the event.

16. Present and Discuss **Addison's Three-Year Strategic Communications Plan.**

Communications Director Mary Rosenbleeth presented the Town's Strategic Communications Plan, stating the purpose of the plan is to frame internal and external communication, set the organization's priorities, target stakeholders and identify resources. She stated the Guiding Principles and explained the four Goals of the plan.

The responsibilities of the Communications Team include website administration, social media administration, media relations, stock photography management, monitoring and analyzing press and social media coverage, brand management, and monitoring and editing all external communication pieces. Further, the team creates and distributes a weekly Town e-newsletter, handles crisis communications, and markets all Addison produced special events. Promoting tourism, Town programs and events are also a focus.

Director Rosenbleeth reviewed all the options/avenues available for communication with residents, employees, visitors, and the media. She reviewed the 2017 accomplishments and the 2018 goals. There was a brief discussion with Council on methods needed for communication between residents and the restaurants, and with the hotels regarding their events.

-
17. Present, Discuss, and Consider Action on a **Resolution for an Agreement with North Rock Construction, LLC for Park Renovations at Dome Park and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$155,000.

Michael Kashuba, Director of Parks and Recreation, advised he would like his presentation to be for this agenda item and the following item since they are related. He stated that in 2013 Oncor notified the Town that the playground located on their easement along Redding Trail would need to be removed for safety reasons and needed to be done by September 2017. A new playground site was selected at Dome Park. In July 2017 Council authorized \$250,000 in funding. Several public meetings were held on the design. The existing trees and shrubs will be preserved during the process. It was noted that the existing light poles will be utilized and there will be no need for a parking area. Renderings of the park layout and playground equipment were provided.

Bids were received in September 2017 and staff is recommending the low bidder, North Rock Construction, be awarded this project for site improvements. Mr. Kashuba pointed out that the contract has the previous council meeting date of October 24, 2017 and he will request the contractor strike that and write in today's date.

Motion to approve [in an amount not to exceed \$155k] with a correction to the contract date- Councilmember Angell; second by Mayor Pro Tempore Hughes; motion approved with a vote of 7-0.

18. Present, Discuss, and Consider Action on a **Resolution for the Purchase of a Playground and Associated Elements from Recreation Consultants of North Texas for Dome Park and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$94,826.

Motion to approve- Councilmember Braun; second by Councilmember Ward; motion passed with a vote of 7-0.

-
19. Present, Discuss, and Consider Action on a **Resolution to Adopt the Amended Naming and Recognition Policy for City Owned Structures, Trails and Parks.**

On June 9, 2015, City Council approved a resolution adopting the Naming and Recognition Policy for town owned structures, parks and trails. The criteria for naming a structure, trail or park was based on an individual or corporation meeting one of the following criteria:

- The individual was a former Mayor and had made a significant contribution of service toward the betterment of the Addison community and had been out of office for a minimum of 5 years
- Individuals or corporations who donate at a minimum of \$1,000,000 in land, services or funds to Addison
- Dog parks may be named for an individual or corporation with a minimum donated amount of \$250,000

Individuals or corporations that did not meet the criteria above had no process of receiving recognition for their contributions or donations. Instead, the policy directed staff to find creative ways to recognize these individuals and entities.

At the request of several Council Members, staff brought this policy back to Council at the September 13, 2017 work session to discuss potential changes that might be considered. During the discussion, Council gave the following direction to staff:

Bring back a draft policy that includes the original policy adopted in 2007 with blanks for thresholds on financial contribution and years of service

- Include a clause that will give the Town the ability to work with developers to name new streets
- Include a clause that will allow Council to consider exceptional cases that do not meet the criteria

Staff drafted the amended policy and is requesting Council discuss

the amendments and amounts for thresholds. Following a brief discussion, the following motion was made.

Motion to approve to include thresholds of 25 years of service and \$1M in financial contributions respectively- Councilmember Walden; second by Mayor Pro Tempore Hughes; motion approved with a vote of 7-0.

20. Present, Discuss and Consider Action on a **Resolution to Elect a Suburban Cities' Representative to the Dallas Central Appraisal District Board of Directors.**

City Manager Pierson explained that the Dallas Central Appraisal District has 5 members on its Board of Directors representing the following groups:

- Dallas County
- City of Dallas
- Suburban Cities
- Dallas Independent School District
- Suburban School Districts

Additionally, John Ames, Dallas County Tax Assessor/Collector, is an ex-officio member.

Because there is no "at large" voting entitlement, an entity may vote only for candidates nominated for the position that represents that entity. For Addison, this is the Suburban City Representative. Each Suburban City was given the opportunity to make a nomination for this position. The deadline for this nomination by resolution was October 16, 2017. Addison did not submit a nomination.

The current Suburban City Representative is Michael Hurtt, who also serves as the Chairman of the Board, and has expressed interest in serving another term. The nominations for the 2018-2020 Suburban City Representative are:

- Brett Franks, nominated by the City of Sachse
- Mike Howard, nominated by the City of Irving
- Michael Hurtt, nominated by the cities of Desoto, Farmers Branch, Ovilla, and Richardson

It was noted that Michael Hurtt is experienced and the consensus of council was to cast their vote for him.

Motion to vote for Michael Hurtt- Mayor Pro Tempore Hughes; second by Councilmember Angell; motion approved with a vote of 7-0.

-
21. Present, Discuss and Consider Action on a **Resolution to Appoint Christie Wilson as the Interim City Secretary.**

Motion to approve- Mayor Pro Tempore Hughes; second by Councilmember Angell; motion approved by a vote of 7-0.

Meeting adjourned at 9:55 p.m.

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 Christie Wilson

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

November 28, 2017

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

5:00 p.m. Executive Session, & Work Session | 7:30 p.m. Regular Meeting

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

Absent: Mayor Joe Chow

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

Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Executive Session convened at 5:31 p.m.

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.

Open Session reconvened at 6:00 p.m.

Motion to authorize the city manager to negotiate an Economic Development Incentive Agreement as discussed in Executive Session- Councilmember Angell; second by Councilmember Duffy; motion was approved with a vote of 6-0.

The meeting recessed until the Work Session began at 6:08 p.m.

WORK SESSION

3. Present and Discuss the **Sam's Club and Surrounding Areas Special Area Study Findings and Recommendations Regarding Future Development of the Properties Within That Area of the Town Generally Bounded on the North by Belt Line Road, on the East by Midway Road, on the South by an Oncor Utility Easement Located Approximately 250 Feet North of Proton Drive, and on the West by the Addison Grove Development, and Midway Meadows and Towne Lake Neighborhoods.**

Assistant Director of Development Services Charles Goff presented this item to the Council. He advised that the Comprehensive Land Use Plan approved in 2013 identified a number of special area study sites for properties where the Town felt the future of those properties was uncertain or where the current land use might no longer be appropriate. The goal of these studies was to provide a recommendation to the Planning and Zoning Commission and City Council regarding the future use of those sites after an in-depth analysis.

For the first study area, Council chose an area of land generally running from the former Sam's Club site south along the Midway Corridor, including the Midway Square Shopping Center and Office in the Park, as the first study area. Council and staff selected a committee of Council Members, Planning and Zoning Commissioners, residents, and property owners to work on the Study. A consulting team consisting of Strategic Community Solutions, Kimley-Horn and Ricker Cunningham was brought in to aid the committee in their work.

The Committee met three times over the course of three months and prepared a recommendation regarding the future land use of this area. Additional input from residents and property owners was received at a community meeting. The findings of this study were presented to the Council in December 2014 and again in March 2015. At the time, the City Council only provided direction on the portion of the study area that was the former Sam's Club property.

Mr. Goff advised that staff is bringing back these findings to receive direction on the remainder of the study area so that the Town can clearly communicate its vision for the remaining properties to current

property owners and potential developers. Input from the City Council on how to move forward was requested. If Council agrees with the study findings, a formal process for amending the Comprehensive Plan will be presented at a later time.

Councilmember Angell stated he would like to see an aerial photo or other depiction of what the area presently looks like in order to evaluate the proposed changes. He added that committee input was not sufficient and would like a broader sample from the surrounding neighbors. Also, he did not want to provide direction at this meeting. General discussion of Council included the buffers between the surrounding neighborhoods and the site, types of residential proposed, and a trail connection to the nearby dog park. City Manager Wes Pierson stated that the study will be updated and more community input will be sought.

The Work Session adjourned at 7:11 p.m.

The Regular Session convened at 7:30 p.m.

[The Sam's Club Special Area Study is attached to these meeting minutes as Exhibit A.]

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

City Manager Wes Pierson announced the Holiday Open House scheduled for December 3, 2017, 10 a.m. to 2 p.m. at the Addison Conference Centre. DART is hold three community meetings regarding the Cottonbelt Regional Rail Program, the first being on December 7, 2017 at 6:30 p.m. Lastly, Vitruvian Lights is on-going Friday and Saturday with a 5K and Fun Run on December 1, 2017. More information on these events is available on the Town website.

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.

There were no requests to speak.

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.

-
5. Consider Action to Approve a **Resolution Expanding the Scope of Services for Belmont Icehouse to include Tourism Branding, Tourism Research and Tourism Advertising and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$175,000.

 6. Consider Action to Approve a **Resolution for an Agreement Between the Town of Addison and Garver, LLC for Airport On-Call Engineering Services and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$150,000.

 7. Consider Action to Approve a **Resolution for a Performance Contract between the Town of Addison and Casey Donahew for the Personal Services of Musicians and to Authorize the City Manager to Execute the Contract** in an Amount not to Exceed \$70,000.

 8. Consider Action to Approve a **Resolution for a Performance Contract between the Town of Addison and The Eli Young Band for the Personal Services of Musicians and to Authorize the City Manager to Execute the Contract** in an Amount not to Exceed \$150,000.
-

9. Consider Action on a **Resolution to Approve a Three-Year Agreement between the Town of Addison and Bassco Services, Inc. for Airport Bulk Fuel Storage Facility Regular Maintenance Services and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$60,000 Annually.

***Motion to approve the above Consent Agenda items-
Councilmember Walden; second by Councilmember Ward;
motion was approved with a vote of 6-0.***

Regular Items

10. Present, Discuss and Consider Action on a **Resolution for a Professional Services Agreement with Kimley-Horn and Associates, Inc., to Complete a Special Area Study for the Addison Circle Area (Including the Cotton Belt Corridor) and to Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$109,949.

Assistant Director of Development Services Charles Goff explained the Town's Comprehensive Plan identified some parcels of property that may need to be studied to determine whether new land uses should be applied, particularly due to their proximity to the Cottonbelt Rail Line. There are twenty-nine acres that should be reviewed, however staff is recommending an additional 8.2 acres be included in the study. These properties abut Addison Circle on the east side of Addison Road. Staff is recommending a contract with consultant Kimley-Horn and Associates, Inc. to conduct the study, which will take approximately four months to complete.

The study will consist of five phases:

Phase I- Project Management / Stakeholder and Public Engagement

Phase II- Strategic Assessment

Phase III- Development Alternatives

Phase IV- Preferred Development Plan

Phase V- Study Completion

Several Council members recommended community meetings be held during the process. Mr. Goff confirmed that is planned.

Mr. Goff asked the Council whether the existing Area Focus Group should be utilized as the committee on this project or would Council like to seek out others who are interested. It was determined those who are currently involved with the Area Focus Group be given the

opportunity since they are largely familiar with the geographic area. Several Council members suggested adding new individuals who are located in the target areas. City Manager Pierson advised staff will make contact with committee members to determine their eligibility and desire to continue, then bring this matter back to Council.

Motion to approve- Councilmember Braun; second by Councilmember Ward; motion was approved with a vote of 6-0.

Meeting adjourned at 7:44 p.m.

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:

Interim City Secretary- Christie Wilson

Work Session and Regular Meeting**Meeting Date:** 12/12/2017**Department:** Infrastructure- Development Services**Pillars:** Excellence in Asset Management

AGENDA CAPTION:

Consider Action to Approve a **Resolution with Felix Construction Company, Inc., for the Rehabilitation of the 2.0 Million Gallon Surveyor Ground Storage Tank and Pipeline Improvements Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$2,511,711.

BACKGROUND:

The Town owns and operates two ground storage tanks, one at the Celestial Pump Station located at 5510 Celestial Road and one at the Surveyor Pump Station located at 15130 Surveyor Road. The Surveyor Pump Station and ground storage tank was built in 1976 and consists of a potable water pumping house and a 2.0 million gallon ground storage tank. The Celestial Pump Station and ground storage tank was built in 1988 and consists of a potable water pumping house and a 6.0 million gallon ground storage tank.

In 2014, the Town commissioned an engineering study on all of its water storage facilities to prepare a long-term capital improvements program. All projects identified in the engineering study were prioritized based the risk of failure of the facility. Repairs to the Addison Circle Elevated Storage Tank, the highest priority project, were completed in early 2015. The second priority project is the repairs to the Surveyor Ground Storage Tank (GST).

The scope of the Surveyor project will include replacement of the exterior coating on the roof of the ground storage tank, repairs to several areas of failed concrete on both the interior and exterior of the ground storage tank, several safety and operational improvements, the installation of a secondary pipe that is used to fill the storage tank, and the installation of an emergency power generation system.

Design was completed for the project in September 2017 and the project was advertised on Bidsync. The plan development included a base bid, which included all elements of the above scope and an additive alternate to replace all of the security fencing surrounding the site. The bids closed on November 3, 2017 and the Town received two bids. Plans and specifications for the project can be found on the Town of Addison website under the Finance Department tab on the page titled Doing Business with Addison. The bid comparison can be found in the attached bid tabulation document.

Description	Felix Construction Company	Joe Funk Construction, Inc.
Base Bid	\$2,425,311	\$3,149,535
Add Alt 1	\$86,400	\$42,525
Total	\$2,511,711	\$3,192,060

Felix Construction Company has been determined to be the lowest responsible bidder. Staff has reviewed their references and found them to be capable of performing this work. There are sufficient funds available for the base bid as well as the added alternate. Therefore, it is recommended that both elements be awarded. The contract value for this project is \$2,511,711 and is budgeted for in the Utilities Capital Improvements Funds. This project was also adopted by Council as part of the Fiscal Year 2018 Capital Improvement Plan. The budget for this project is \$2,550,000 and will be paid for with bond funds. The project is expected to take approximately 6 months to complete, weather permitting.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Contract - Felix Construction Company

Bid Tabulation - Bid 18-03

Certificate of Interested Parties - Felix Construction Company

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF ADDISON AND FELIX CONSTRUCTION COMPANY, FOR SERVICES RELATED TO THE REHABILITATION OF THE 2.0 MG SURVEYOR GROUND STORAGE TANK AND PIPELINE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$2,511,711 AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Contract Agreement between the Town of Addison and Felix Construction Company, for services related to Rehabilitation of the 2.0 MG Surveyor Ground Storage Tank and Pipeline Improvements Project in an amount not to exceed \$2,511,711, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison's General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, 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 12th day of December, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 12 day of December, 2017, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Felix Construction Company, of the City of Carrollton, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

REHABILITATION OF 2.0 MG SURVEYOR GROUND STORAGE TANK AND PIPELINE IMPROVEMENTS

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within ^{One hundred} ~~eighty~~ (180) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Two million five hundred eleven thousand seven hundred eleven dollars and no cents Dollars (\$2,511,711.00) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

BID TABULATION REPORT

Rehabilitation of the 2.0 Surveyor GST and Pipeline Improvements Bid No 18-03				Felix Construction Company		Joe Funk Construction, Inc.	
BID OPENED : 11/3/2017							
ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	Construction of the Rehabilitation of the 2.0 MG GST and Pipeline Improvements Project including Mobilization (no more than 5% of total bid), exclusive of Items No. 2 through 24, complete in place	1	LS	\$59,022.00	\$59,022.00	\$120,000.00	\$120,000.00
2	Project Signs, per detail and contract documents, complete in place	2	EA	\$2,937.00	\$5,874.00	\$3,000.00	\$6,000.00
3	Bonds and insurance, complete in place.	1	LS	\$36,616.00	\$36,616.00	\$25,000.00	\$25,000.00
4	Furnish and Install exterior concrete repairs per contract documents, including surface preparation and field coating, use of joint sealants, caulking and grouting, and fluid applied to roofing. Work includes all material and equipment, safety tools & plans, removal, haul off and disposal of existing concrete, per most recent federal, state and local regulations, complete in place	1	LS	\$288,366.00	\$288,366.00	\$460,000.00	\$460,000.00
5	Furnish and Install exterior coating system per contract documents, including surface preparation and coating all exterior metal surfaces of the tank. Work includes all material and equipment, safety tools & plans, removal, haul off and disposal of all traces of coating, per most recent federal, state and local regulations, complete in place	1	LS	\$237,722.00	\$237,722.00	\$262,575.00	\$262,575.00
6	Install new tank roof guardrail per contract documents, complete in place	20	LF	\$294.00	\$5,880.00	\$400.00	\$8,000.00
7	Remove and install the new roof vent per contract documents, complete in place	1	LS	\$10,454.00	\$10,454.00	\$8,900.00	\$8,900.00
8	Remove and install the new chain link fence per contract documents including the chain in gate, complete in place	170	LF	\$106.00	\$18,020.00	\$30.00	\$5,100.00
9	Remove and replace all ladder with TS Rail System (Type 1-1100-AR) provided by French Creek Production, work includes removal, haul off and disposal per most recent federal, state, local regulations and contract documents, complete in place	1	LS	\$7,048.00	\$7,048.00	\$8,100.00	\$8,100.00
10	Install new concrete swale for the new proposed Overflow Pipe per contract documents, complete in place	1	LS	\$4,023.00	\$4,023.00	\$10,000.00	\$10,000.00
11	Removal and installation of 16-inch ductile iron pipe including the all fittings, trench safety, embedment, vault coring, vault support, butterfly valve, actuator, PVC pipe, gate valve, restrained joint fitting, tank support on wall and roof, penetration into the tank on the roof and miscellaneous items per contract documents, complete in place	1	LS	\$198,219.00	\$198,219.00	\$140,000.00	\$140,000.00
12	Removal and installation of 24-inch ductile pipe including the all fittings, butterfly valves (3), trench safety, embedment, connection to existing DI, link seal for penetration and connection to proposed 24-inch steel pipe inside Pump Station trench and miscellaneous items per contract documents, complete in place	1	LS	\$121,946.00	\$121,946.00	\$280,000.00	\$280,000.00
13	Removal and installation of all the Steel piping and fitting including the butterfly valves (9), flexible fitting, check valve, restraining coupling, reducer and miscellaneous items inside the Pump Station and connection into existing 24-inch at the trench base out of the Pump Station per contract documents, complete in place	1	LS	\$265,072.00	\$265,072.00	\$596,000.00	\$596,000.00

BID TABULATION REPORT

Rehabilitation of the 2.0 Surveyor GST and Pipeline Improvements Bid No 18-03				Felix Construction Company		Joe Funk Construction, Inc.	
BID OPENED : 11/3/2017							
14	Install one new 2-inch sample tap on the exterior concrete wall per contract documents, complete in place	1	LS	\$8,810.00	\$8,810.00	\$12,000.00	\$12,000.00
15	Installation of new 12-inch 304 SS overflow pipe on the interior of the Surveyor GST including the welding, support, new penetration pad, fitting, flap valve and miscellaneous items per contract documents, complete in place	1	LS	\$146,826.00	\$146,826.00	\$160,000.00	\$160,000.00
16	Installation of new sidewalk around the perimeter of the Surveyor GST per contract documents, complete in place	1	LS	\$25,597.00	\$25,597.00	\$58,000.00	\$58,000.00
17	Surveyor GST Site re-vegetation by hydro-mulch seeding, and earthwork per contract documents, complete in place	1	LS	\$8,481.00	\$8,481.00	\$30,000.00	\$30,000.00
18	Surveyor GST Site Grading for per contract documents, complete in place	1	LS	\$20,256.00	\$20,256.00	\$15,000.00	\$15,000.00
19	Install Confined Space & Caution Signs, complete in place	3	EA	\$881.00	\$2,643.00	\$300.00	\$900.00
20	Remove of the existing safety cage on interior and exterior, install of new ladder guard on exterior, work includes removal, haul off and disposal per most recent federal, state, local regulations and contract documents, complete in place	1	LS	\$24,784.00	\$24,784.00	\$30,000.00	\$30,000.00
21	Electrical and instrumentation work including exterior lighting, wiring, conduits and LED fixtures of the project per contract documents, complete in place	1	LS	\$346,656.00	\$346,656.00	\$398,000.00	\$398,000.00
22	Electrical and structural improvements work including the wiring, concrete slab, bollards, electrical generator installation, grating, railing, stairs and miscellaneous improvements per contractor documents, complete in place	1	LS	\$449,536.00	\$449,536.00	\$450,000.00	\$450,000.00
23	Provide electric and instrumentation improvements as per the attached Prime Control's proposal (Q1757001-9) for electrical improvements; complete in place	1	EA	\$58,460.00	\$58,460.00	\$58,460.00	\$58,460.00
24	Construction Contingency Allowance as directed by the Owner, approval in writing is required prior to starting the work, complete in place	1	LS	\$75,000.00	\$75,000.00	\$7,500.00	\$7,500.00
TOTAL BASE BID AMOUNT				\$2,425,311.00		\$3,149,535.00	
A-1	Removal of existing chain link fence and install the new wrought iron fence per contract documents including the gate, opening and miscellaneous improvements complete in place	675	LF	\$128.00	\$86,400.00	\$63.00	\$42,525.00
TOTAL ALT BID AMOUNT PLUS BASE BID				\$2,511,711.00		\$3,192,060.00	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2017-288649

Date Filed:
11/29/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Felix Construction Company
Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Addison

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

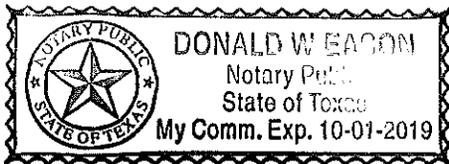
18-03
2.0 MG Ground Storage Tank and pipeline improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Phillips, Matt	Forney, TX United States	X	
	Giannetto, David	Surprise, AZ United States	X	
	Felix, Joel	Chandler, AZ United States	X	
	Felix, Kevin	Chandler, AZ United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Matt Phillips, this the 30th day of NOVEMBER, 20 17, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Donald W. Eason

Printed name of officer administering oath

NOTARY PUBLIC

Title of officer administering oath

Work Session and Regular Meeting**Meeting Date:** 12/12/2017**Department:** Infrastructure- Development Services**Pillars:** Excellence in Transportation Systems
Optimize the Addison Brand**Milestones:** Develop a Cotton Belt Strategy
Maximize use of cutting edge technology to enhance public safety

AGENDA CAPTION:

Consider Action to Approve a **Resolution Endorsing the Design of the Aerial Rail Crossing of Midway Road as Part of the Cotton Belt Regional Rail Project.**

BACKGROUND:

As part of the Cotton Belt Regional Rail Project, Dallas Area Rapid Transit (DART) conducted a traffic analysis of the existing at-grade rail crossing of Midway Road, just north of the Wheeler Bridge. The analysis determined that the operation of regional rail service would negatively impact the traffic conditions on Midway Road and that an aerial crossing was warranted to mitigate this impact.

While necessary, due to its adjacency to the Wheeler Bridge, a standard aerial crossing would create a negative visual impact to the views of the Wheeler bridge when traveling south on Midway Road. In the Work Session on November 28, 2017, staff presented the City Council with renderings that DART has developed showing how the visual impact can be mitigated. The renderings show a structure mimicking the design of the Wheeler Bridge with a blue arch, triangular foundation with spires, and faux suspension cables. While the load of the new bridge demands additional support structures, the Council indicated a desire that the area under the new bridge and the approaches to the new bridge be kept as open as possible. Renderings of this design are included as Exhibit A in the attached resolution.

Based on Council's input, staff has drafted the attached resolution to formally record the Town's position on the need for and design of the proposed aerial crossing.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Endorsement for Design for Aerial Crossing of the Cotton Belt Line at Midway Road

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS URGING DART TO CONSTRUCT AN AERIAL CROSSING OF THE COTTON BELT REGIONAL RAIL LINE AT MIDWAY ROAD IN ADDISON AND TO DESIGN THE AERIAL CROSSING TO COMPLIMENT AND MIMIC THE DESIGN OF ADDISON'S WHEELER BRIDGE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DART has approved funding of the Cotton Belt regional rail line and is now engaged in the design of the line from DFW Airport to Plano; and

WHEREAS, the Town of Addison values the opportunity to participate in the design discussions for the Cotton Belt; and

WHEREAS, the Town agrees with DART that an at-grade crossing at Midway Road will have significant negative impacts on the traffic flow on Midway Road warranting an aerial crossing at that location; and

WHEREAS, the Town agrees with DART staff that an aerial crossing will have a negative visual impact on the Wheeler Bridge designed and constructed by the Town; and

WHEREAS, visual mitigation is necessary to preserve the positive cultural contribution of the Wheeler Bridge; and

WHEREAS, the Town believes that the DART aerial crossing must be carefully designed to complement and mimic the design aesthetic of the Wheeler Bridge, including an arched structure with faux suspension cables; and

WHEREAS, the Town desires to minimize the vertical structural elements in and adjacent to the roadway to complement the intentional design of the Wheeler Bridge to span the entire right-of-way.

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

Section 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

Section 2. The Town desires that DART proceed with design of an aerial crossing of the Cotton Belt line at Midway Road and that the crossing be designed at a minimum based on the conceptual image attached as **Exhibit A**, hereto and incorporated herein.

Section 3. This resolution shall be effective from and after the date of passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
this the 12th day of December, 2017.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A



AI-2505

10.

Work Session and Regular Meeting

Meeting Date: 12/12/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve the Development Plan for the Development of the Elan Addison Grove Project Including a Site Plan, Landscape Plan, Utility and Drainage Plan, Building Elevations and Floor Plans for 321 Multifamily Units, Including Amenities, as well as Ground Floor Retail Space, in an Existing Planned Development District (PD O16-003) Located on Approximately 4.194 Acres, Addressed at 4150 Belt Line Road.** Case 1767-Z/Elan Addison Grove.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 21, 2017, voted to recommend approval of development plans for the Elan Addison Grove project including a site plan, landscape plan, utility and drainage plan, building elevations and floor plans for 321 multifamily units, including amenities, as well as ground floor retail space, in an existing Planned Development district (PD O16-003) located on approximately 4.194 acres, addressed at 4150 Belt Line Road, subject to no conditions.

Voting Aye: Griggs, Groce, Meleky, Schaeffer, Wheeler

Voting Nay: none

Absent: Robinson, Morgan

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: Liz Oliphant, 14700 Marsh Lane #313

Please refer to the attached staff report for additional information on this case.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 1767-Z Elan Addison Grove Development Plan Approval

Staff Report - 1767-Z

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, PROVIDING FOR APPROVAL OF A DEVELOPMENT PLAN FOR A MULTIFAMILY DEVELOPMENT IN A PLANNED DEVELOPMENT ZONING DISTRICT (016-003) LOCATED ON 17.4 ACRES LOACTED 4150 BELT LINE ROAD; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the area generally known as Addison Grove was zoned PD, Planned Development, with development standards and a concept plan governing the entire property through Ordinance O16-003; and

WHEREAS, the PD requires development plan approval prior to the issuance of a building permit; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at the public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

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

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. The property shall be improved in accordance with the development plans which are attached hereto as **Exhibit A** and made hereof for all purposes.

Section 3. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 4. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be

Case No. 1767-Z/ Elan Addison Grove

unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 5. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 12th day of December, 2017.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

CASE NO: 1767-Z/Elan Addison Grove

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

Ordinance No. _____

EXHIBIT A: DEVELOPMENT PLANS

UNIT A4
17'-0" x 0"

1,374.00 SQ. FT.
3,855.00 SQ. FT.

UNIT A2
17'-0" x 0"

1,374.00 SQ. FT.
3,855.00 SQ. FT.

UNIT A3
17'-0" x 0"

1,374.00 SQ. FT.
3,855.00 SQ. FT.

UNIT A1B
17'-0" x 0"

1,374.00 SQ. FT.
3,855.00 SQ. FT.

UNIT A1
17'-0" x 0"

1,374.00 SQ. FT.
3,855.00 SQ. FT.

ADDITIONAL PLAN NOTES (SECTION 101 OF ACCEPTED ORDINANCE)

THE MULTIFAMILY UNITS SHALL BE CONSTRUCTED AS FOLLOWS:

1. THE UNITS SHALL BE CONSTRUCTED AS PER THE PLANS SUBMITTED.
2. THE UNITS SHALL BE PROVIDED WITH COMMON AREA UTILITIES.
3. THE UNITS SHALL BE PROVIDED WITH COMMON AREA UTILITIES.
4. ALL CONSTRUCTORS MUST BE GRANTED WITH ACCESS TO THE WATER MAIN.

CITY OF ADDISON INFO

PROPOSED SUBMISSION NAME: ADDISON GROVES
 LOT NO. 1
 ASSET # 00000000000000000000
 ADDISON, TX 75001

OWNER/APPPLICANT: GREYSTAR DEVELOPMENT INC
 4150 BELT LINE ROAD, ADDISON, TX 75001

DESIGNER: MECKS PARTNERS LAND PLANNING
 1000 W. WILSON ROAD, SUITE 100, ADDISON, TX 75001
 TEL: 972.382.1111

DATE: 08/14/2024

SCALE: 1/8" = 1'-0"

EXHIBIT A: DEVELOPMENT PLANS

UNIT A10
1/4" = 1'-0"
GROSS: 774 SQ. FT.

UNIT A3
1/4" = 1'-0"
GROSS: 674 SQ. FT.

UNIT A8
1/4" = 1'-0"
GROSS: 652 SQ. FT.

UNIT A1
1/4" = 1'-0"
GROSS: 774 SQ. FT.

ADDITIONAL PLAN NOTES (SECTION 24. OF ADAPTED ORDINANCES)

1. THE MULTIFAMILY UNITS SHALL BE CONSTRUCTED AS FOLLOWS:
2. THE ENTIRE MULTIFAMILY BUILDING AND FINISHES SHALL BE LEAD CERTIFIED
3. ALL UNITS SHALL BE EQUIPPED WITH ENERGY EFFICIENT APPLIANCES
4. ALL OCCUPANTS MUST BE CAPABLE OF OPERATING APPLIANCES.

CITY OF ADDISON INFO

PROPOSED SUBDIVISION NAME: ADDISON GROVES
 LOT NO. 1
 LOT NO. 2
 LOT NO. 3
 LOT NO. 4

APPLICANT: GREYSTAR DEVELOPMENT INC.
 3011 W. WINDYBROOK DRIVE
 SUITE 100
 RHYLAND, TX 75081

PREPARED BY: MECKES + PARTNERS ARCHITECTURE
 3011 W. WINDYBROOK DRIVE SUITE 100 RHYLAND, TX 75081
 PREPARATION DATE: 08/11/18

Scale: 1/4" = 1'-0"

UNIT PLANS - ELAN ADDISON GROVES
 4:150 BELT LINE ROAD - ADDISON, TEXAS - GREYSTAR DEVELOPMENT INC

Meckes + Partners
 ARCHITECTURE
 3011 W. WINDYBROOK DRIVE
 SUITE 100 RHYLAND, TX 75081
 TEL: 972.982.8888
 WWW.MECKESPARTNERS.COM

M
P

A-03
 02.10.17.17

EXHIBIT A: DEVELOPMENT PLANS



EXHIBIT A: DEVELOPMENT PLANS

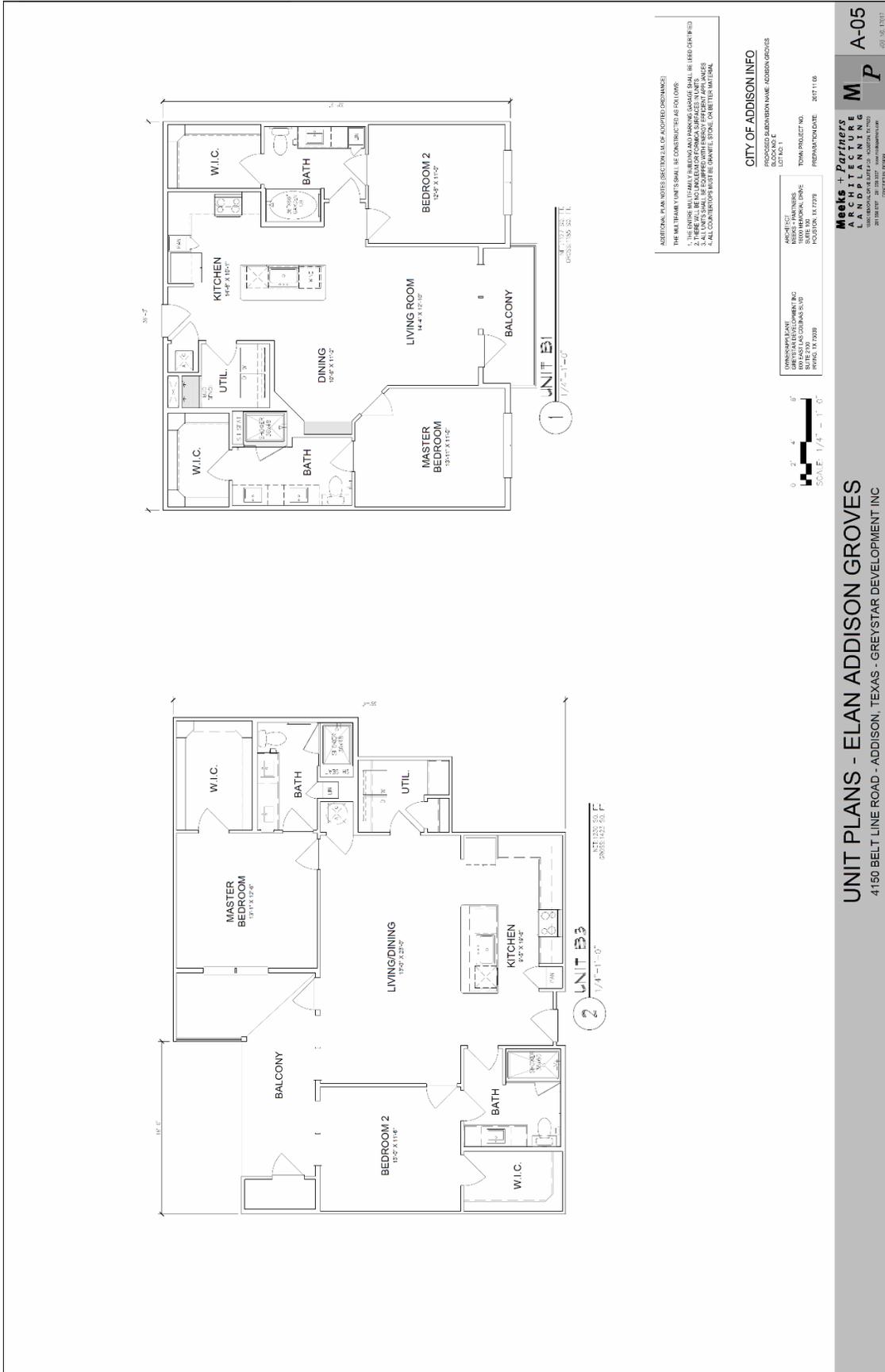


EXHIBIT A: DEVELOPMENT PLANS



EXHIBIT A: DEVELOPMENT PLANS

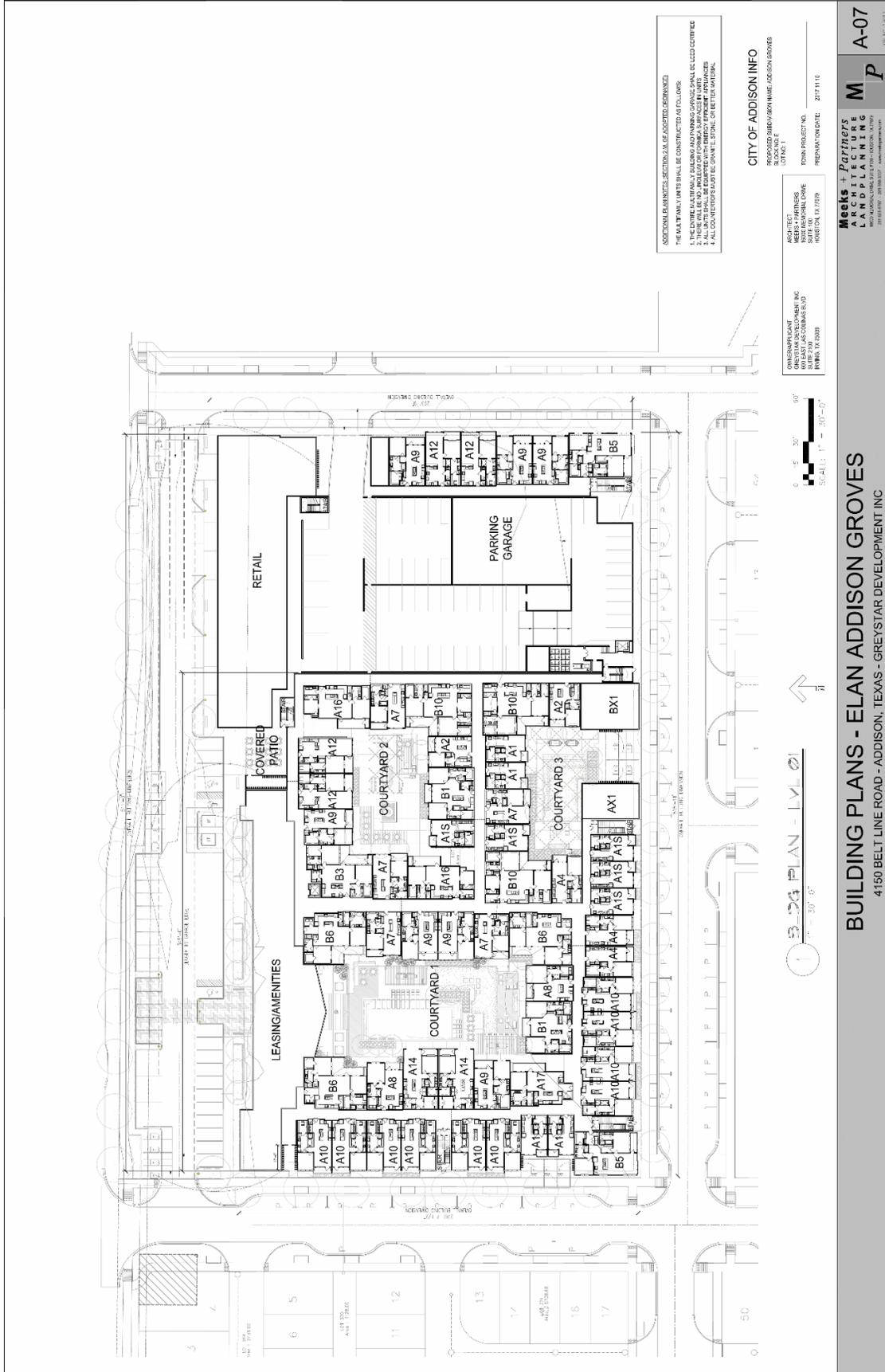
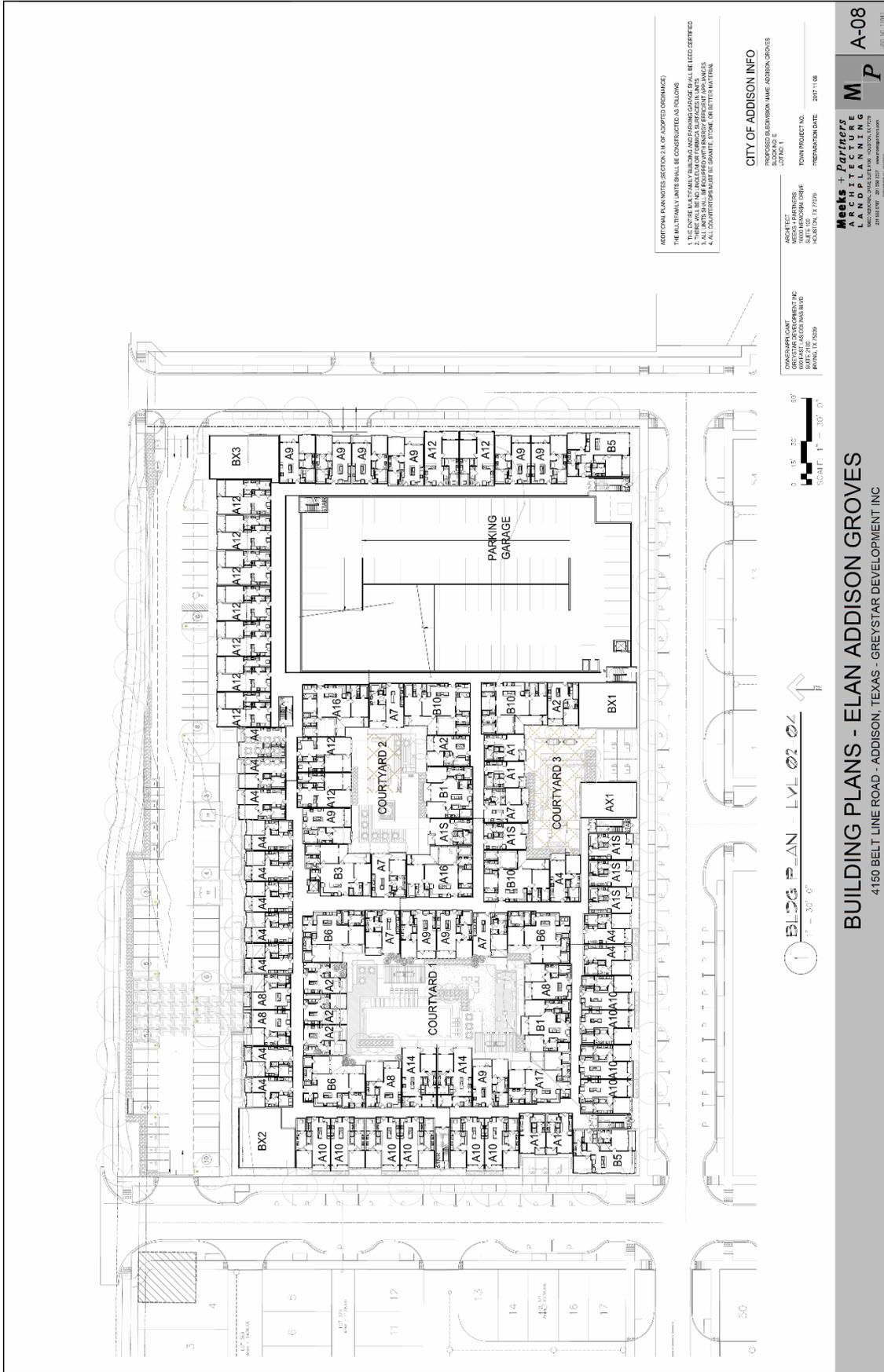


EXHIBIT A: DEVELOPMENT PLANS



ADDITIONAL PLAN NOTES (SECTION 214 OF ADOPTED ORDINANCE)
 THE MULTIFAMILY UNITS SHALL BE CONSTRUCTED AS FOLLOWS:
 1. THE ENTIRE MULTIFAMILY BUILDING AND FINISHING CHANGES SHALL BE LEED CERTIFIED
 2. ALL UNITS SHALL BE EQUIPPED WITH ENERGY EFFICIENT APPLIANCES
 3. ALL UNITS SHALL BE EQUIPPED WITH ENERGY EFFICIENT LIGHT FIXTURES
 4. ALL COUNTERTOPS MUST BE GRANITE, QUARTZ, OR OTHER FUNCTIONAL

CITY OF ADDISON INFO
 PROPOSED SUBMISSION NAME: ADDISON GROVES
 PROJECT NO.: 2017-11-08
 PREPARATION DATE: 2017-11-08

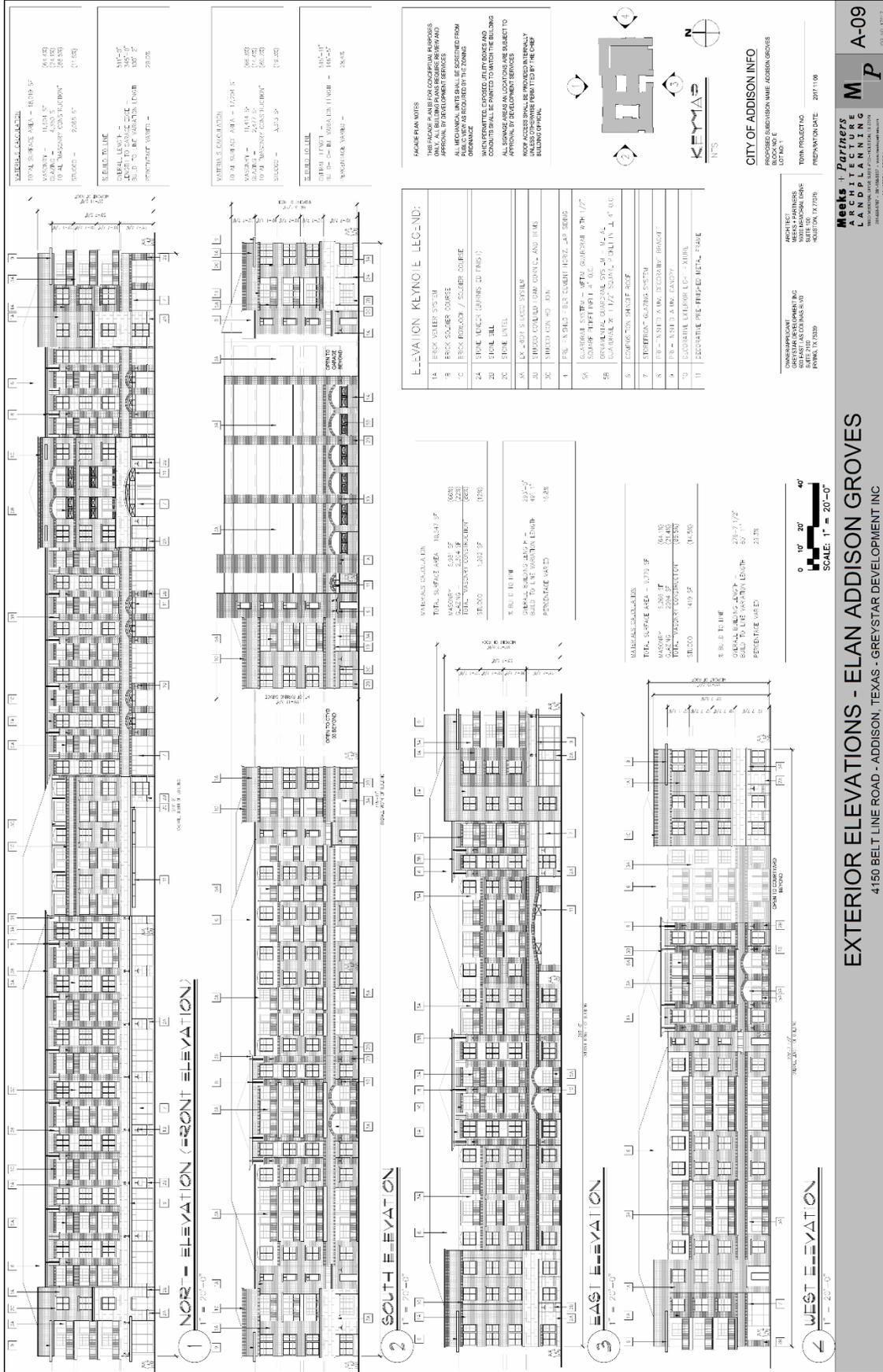
Meeks + Partners
 ARCHITECTURE
 2811881 ST. 201.788.2277
 1000 W. BELT ROAD, SUITE 1000, ADDISON, TX 75001
 1000 W. BELT ROAD, SUITE 1000, ADDISON, TX 75001

GREYSTAR DEVELOPMENT INC
 4150 BELT ROAD, SUITE 1000, ADDISON, TX 75001
 4150 BELT ROAD, SUITE 1000, ADDISON, TX 75001

BUILDING PLANS - ELAN ADDISON GROVES
 4150 BELT LINE ROAD - ADDISON, TEXAS - GREYSTAR DEVELOPMENT INC

M P A-08

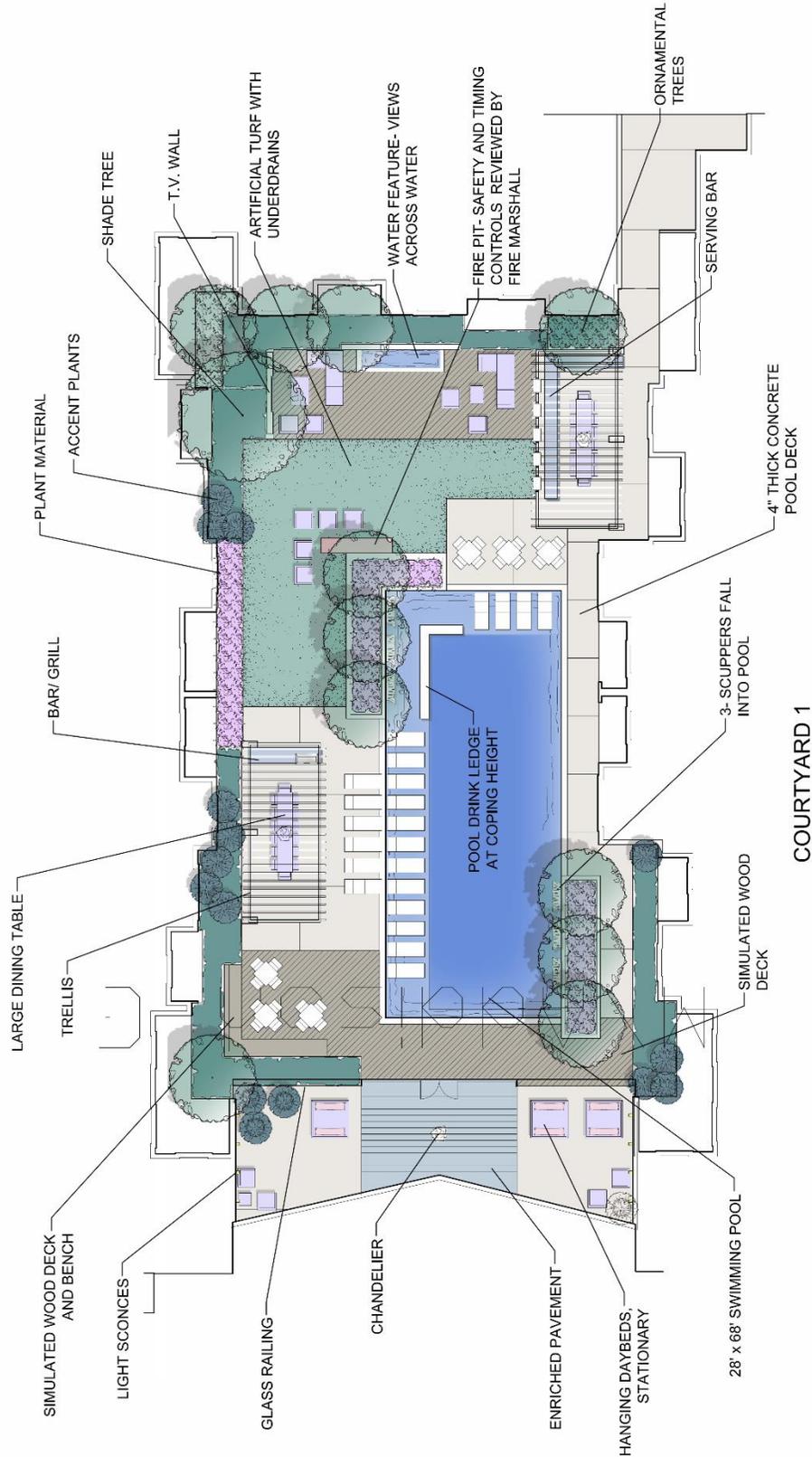
EXHIBIT A: DEVELOPMENT PLANS



Ordinance No. _____

MEAKERS + PARTNERS ARCHITECTURE LAND PLANNING
 4150 BELT LINE ROAD • ADDISON, TEXAS • GREYSTAR DEVELOPMENT INC.
 A-09
 P

EXHIBIT A: DEVELOPMENT PLANS



COURTYARD 1



POOL COURT DEVELOPMENT PLAN
 DATE: 11-10-17
 SCALE: 1/8"=1'-0"
 LS-1

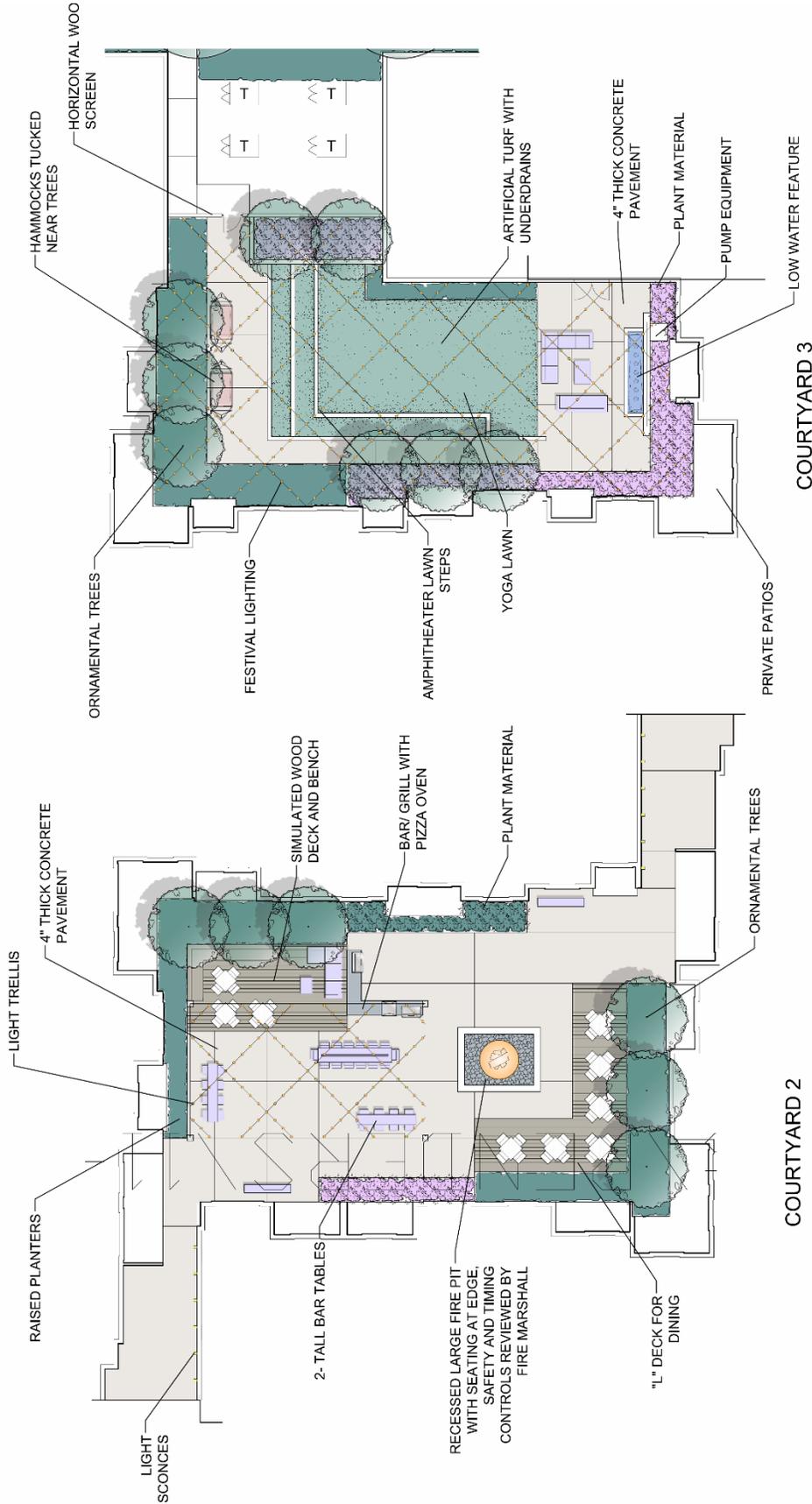


ADDISON GROVES

GREYSTAR
 COMMERCIAL REAL ESTATE
 11000 W. CENTRAL EXP.
 SUITE 1000
 DALLAS, TX 75241



EXHIBIT A: DEVELOPMENT PLANS



RESIDENT COURTS DEVELOPMENT PLAN
 SCALE: 1/8"=1'-0"
 DATE: 11-10-17

LS-2



ADDISON GROVES

GREYSTAR
 LANDSCAPE ARCHITECTURE
 1000 S. GARDEN AVENUE
 SUITE 100
 DENVER, CO 80202
 303.733.8888



EXHIBIT A: DEVELOPMENT PLANS

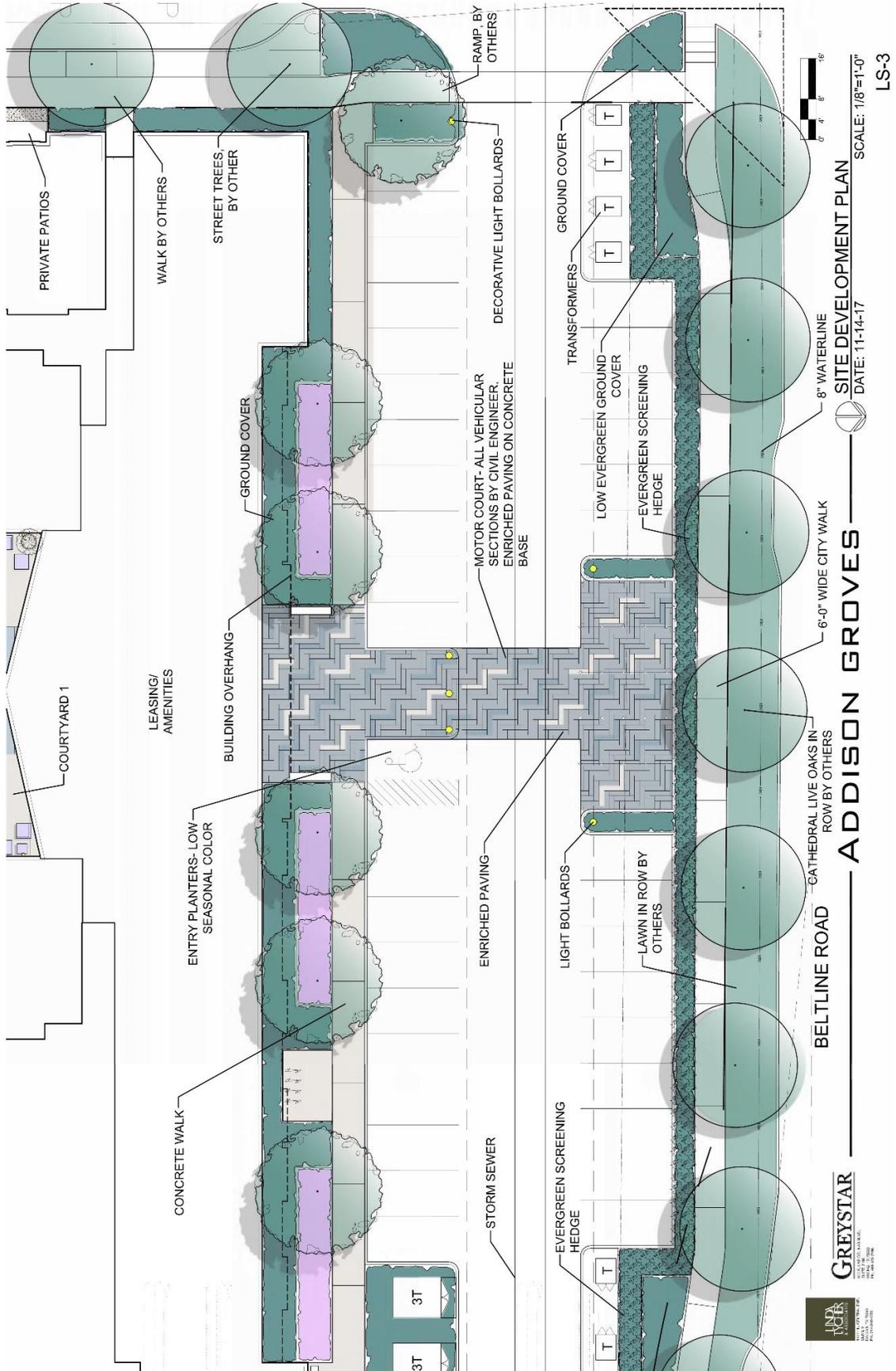
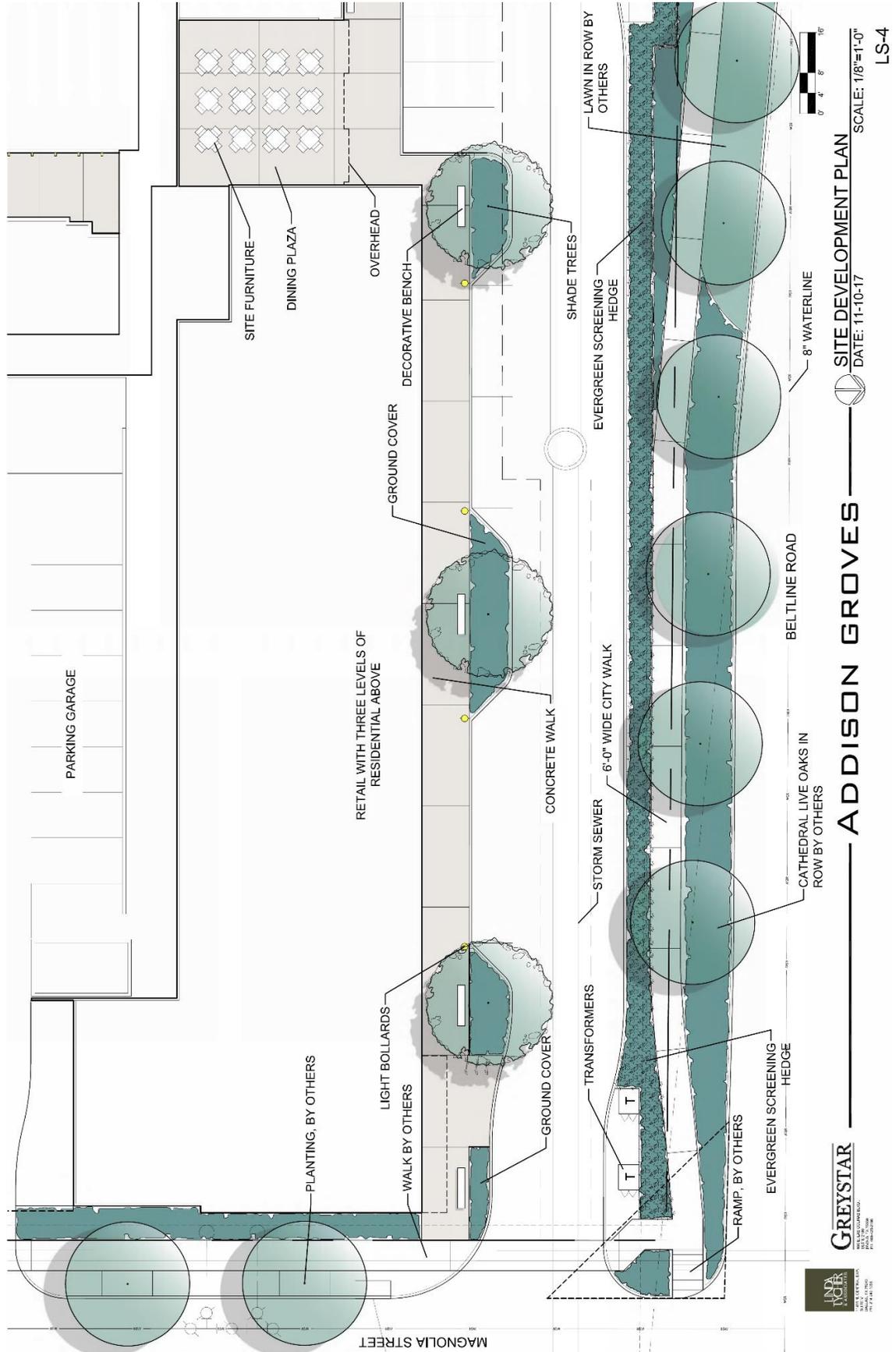


EXHIBIT A: DEVELOPMENT PLANS



1767-Z

Case 1767-Z/Elan Addison Grove. Public hearing, discussion, and take action on a recommendation regarding a development plan for the development of the Elan Addison Grove project including a site plan, landscape plan, utility and drainage plan, building elevations and floor plans for 321 multifamily units, including amenities, as well as ground floor retail space, in an existing Planned Development district (PD O16-003) located on approximately 4.194 acres, addressed at 4150 Belt Line Road.

LOCATION MAP





November 16, 2017

STAFF REPORT

RE: Case 1767-Z/Elan Addison Groves

LOCATION: Approximately 4.194 acres of land located at 4150 Belt Line Road

REQUEST: Development Plan Approval in accordance with development standards for Planned Development O16-003.

APPLICANT: Greystar Real Estate Partners, LLC. represented by Andrew Ord

DISCUSSION:

Background: The property located at 4150 Belt Line Road consists of two lots totaling approximately 17.4 acres. In 1991, this property was zoned as a Planned Development through ordinance O91-066 to accommodate the development of a Sam's Wholesale Club, which was constructed the following year. In anticipation of Sam's departure in 2015, a special area study was conducted, which resulted in the adoption of a new Planned Development in January of 2016. This new Planned Development, PD O16-003, established standards for a new primarily residential, mixed-use development with townhomes, live/work units, multifamily, and ground floor retail.

Since the zoning was approved in January 2016, InTown Homes received a Development Plan Approval in May 2016 and has continued to work with staff to work out remaining details to enable construction work to begin on the 57 townhome units in Block B. In accordance with the adopted Planned Development, at least 25 of these units must be under construction prior to the issuance of a building permit for the multifamily component or the garage building.

Greystar Real Estate Partners, LLC. Was selected by InTown Homes to develop 4.194-acre multifamily component on the site. In September of 2017, the City Council approved Greystar to be the multifamily developer. Following that approval, Greystar has been working with staff to draft the detailed plans required for development plan approval. This will allow them to start construction once InTown has at least 25 units under construction.

Proposed Plan: The development plans include the site plan and landscape plan for the multifamily portion of the overall development as well as building elevations and floor plans for each type of unit. The site plan and landscape plan are in keeping with the concept plan approved as part of the zoning ordinance. The residential portions of the building are four stories and the parking garage is five stories,

all in accordance with the height requirements set forth in the adopted PD O16-003. The building has a traditional appearance with primarily brick and stone façades, with unique character at the street corners to reflect the landmark corner requirement. Units range in size from studios around 500 square feet to two bedroom units ranging from 1,127 to 1,409 square feet.

Staff Review: Development Plan approval differs from a typical zoning case. While zoning is a legislative decision with wide latitude given during the consideration process, development plan approval is a ministerial function more like plat approval. The purpose of the development plan approval process is to review the proposal in the context of the existing zoning requirements for the site. If the proposal meets the requirements, then it must be approved.

Uses: The applicant is proposing 321 multifamily units on Block E. **The proposed use meets the standards in the ordinance.**

Development Standards: Development standards regulate the setbacks, building heights, lot sizes, and square footages of certain uses. The development plan is in compliance with all development standards as detailed below.

Street Build-to Line: The development standards require that at least 70% of the building be at the build-to line along Type A streets allowing for a five foot front yard. This has been met.

Other Setbacks: There are no minimum side yard or rear yard requirements. There is a perimeter setback of 10 feet, which has been met.

Building Height: The ordinance requires a minimum building height of two stories and a maximum height of 85 feet for the multifamily units. The multifamily component is four stories and the parking garage structure is five stories, the highest roofline measuring at approximately 66 feet in height. The parking structure does not exceed the highest roofline of the multi-family structure.

Minimum area per dwelling unit: The development standards require that efficiency units be at least 450 square feet, one-bedroom at least 600 square feet, two-bedrooms at least 850 square feet, and three-bedrooms at least 1,000 square feet. All of the proposed multi-family units either comply with or exceed this requirement.

Maximum Lot Coverage: The development standards require a maximum lot coverage of 95%. This has been met.

Landmark Buildings: The development standards require that buildings at the corners or end of streets must be landmark buildings with unique features. All four corners of this multifamily development are designated as landmark corners. The representative elevations provided reflect all four landmark corners to comply with the requirements through unique articulation and design elements.

The proposed plans comply with all development standards in the ordinance.

Open Space: Open space is required with residential uses and is calculated to require two acres for every 1,000 residents up to 2,250 and then 1.5 acres per 1,000 residents above 2,250. The code assumes 1.5 persons per unit. When applied to the entire project, 1.52 acres are required. This requirement has been met through dedication of 1.5606 acres of public open space of the full 17.4-acre development site, through adopted PD O16-020. **The proposed plans comply with the open space standards in the ordinance.**

Parking: The ordinance requires that parking be provided in accordance with one space per 100 square feet for restaurant, one space per 300 square feet for general retail and office/leasing, and one space per bedroom for the multifamily component. Based on the number of bedrooms and the square footages for retail and office/leasing, the proposed development requires 498 parking spaces. The proposed parking structure provides 488 parking spaces and 51 surface parking spaces. Additionally, the ordinance calls for bicycle parking, which has also been provided. **The proposal meets the parking requirements in the ordinance.**

Exterior Appearance: The ordinance requires that at least 80 percent of exterior walls fronting or visible from public streets or public open space must be of masonry construction. The representative building elevations show masonry counts exceeding 80% for all effected facades. The elevations show a mixture of brick, stone and stucco. **The proposal meets the exterior appearance in the ordinance, further compliance will be assessed prior to the issuance of a building permit.**

Landscape: The landscaping regulations in the ordinance govern the street edge as well as private landscaping. The plan has been reviewed by the Parks Department and no issues were identified. **The proposal meets the standards for landscape in the ordinance.**

Screening of Mechanical Equipment: The ordinance requires that mechanical equipment as well as loading, service, and trash storage areas be screened from view of all public roadways. All mechanical equipment, as represented on the provided plans, is shown to be screened accordingly. **The proposal meets the screening requirements in the ordinance.**

General Requirements: When the zoning was approved, several conditions were added and became part of the regulations for the development. They are as follow:

Private Open Space: Courtyards shown on the Concept Plan will be designed and constructed with enhanced architectural and landscaping features, including such elements as water features, landscaping, and art features. The landscape plan provided for the site indicates that the private courtyards will include water features, pergolas, and landscaping.

Multifamily Units: To ensure the quality of the multifamily units, the ordinance provides additional requirements:

- A. The entire multifamily building will be LEED certified.
- B. There will be no linoleum or Formica in the multifamily units.
- C. All units will be equipped with energy efficient appliances.
- D. Counter tops in all units must be granite, stone or better.

The proposal complies with all general requirements in the ordinance. Staff will continue to monitor the project through the construction phase to ensure that required interior materials and appliances are used.

RECOMMENDATION: **APPROVAL**

Staff has reviewed the development plans and found them to comply with all requirements of the approved zoning ordinance PD O16-003. Staff will continue to review construction documents to ensure compliance prior to the issuance of any building permits. Building permit approval is contingent on at least 25 townhomes starting construction.

Staff recommends approval subject to no conditions.



Case 1767-Z/Elan Addison Grove

November 21, 2017

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 21, 2017, voted to recommend approval of development plans for the development of the Elan Addison Grove project including a site plan, landscape plan, utility and drainage plan, building elevations and floor plans for 321 multifamily units, including amenities, as well as ground floor retail space, in an existing Planned Development district (PD O16-003) located on approximately 4.194 acres, addressed at 4150 Belt Line Road, subject to no conditions.

Voting Aye: Griggs, Groce, Meleky, Schaeffer, Wheeler

Voting Nay: none

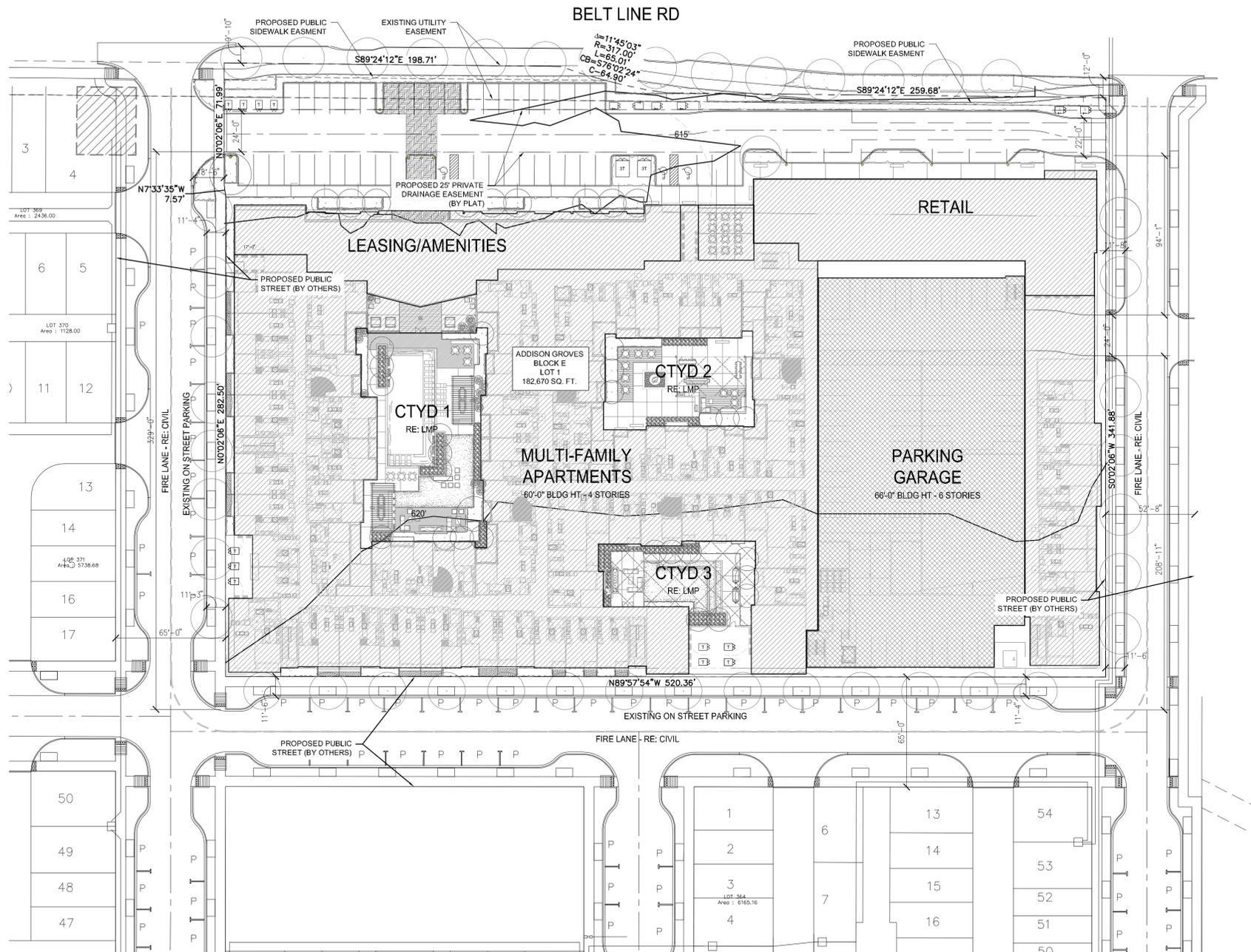
Absent: Robinson, Morgan

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: Liz Oliphant, 14700 Marsh Lane #313



UNITS			BUILDINGS				TOTAL	UNIT %	NET SF TOTAL
NAME	BEDS	NET	1	2	3	4			
A1	ST	491	4	4	4	4	16	77.88%	7856
A1B	ST	491	0	0	0	0	0		0
A1S	ST	528	5	5	5	5	20		10560
A2	1BED	602	2	5	5	5	17		10234
A4	1BED	662	3	13	13	13	42		27804
A7	1BED	700	5	5	5	5	20		14000
A8	1BED	766	2	4	4	4	14		10724
A9	1BED	782	7	10	10	10	37		28934
A10	1BED	828	10	10	10	10	40		33120
A12	1BED	864	4	11	11	11	37		31968
A16	1BED	1041	2	0	0	0	2		2082
A17	1BED	953	1	0	0	0	1		953
AX1	1BED	992	1	1	1	1	4		3968

A14	1BED+D	972	2	2	2	2	8	2.49%	7776
B1	2 BED	1127	2	2	2	2	8	19.63%	9016
B3	2 BED	1230	1	1	1	1	4		4920
B5	2BED	1264	2	2	2	2	8		10112
B6	2BED	1237	3	4	4	4	15		18555
B10	2BED	1373	3	5	5	5	18		24714
BX1	2BED	1216	1	1	1	1	4		4865
BX2	2BED	1423	0	1	1	1	3		4270
BX3	2BED	1409	0	1	1	1	3		4226
TOTAL			60	87	87	87	321	100.00%	270656

TOTAL NO. BEDROOMS	384
TOTAL REQ'D SPACES	384

Average Unit Size **843**

AMENITIES	RETAIL
9,391	10,370

RETAIL USES	SF	REQ'D
RESTAURANT (1/100 SF)	10,370	104
OFFICE/LEASING (1/300 SF)	3,000	10

TOTAL SF	OUTDOOR
21,171	1,410

TOTAL SPACES REQ'D **498**

STRUCTURED GARAGE	488
SURFACE	51
TOTAL	539

2017 11 10

- SITE PLAN NOTES**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

The purpose of this revision is to answer all of the questions and concerns of the city of Addison

- ADDITIONAL PLAN NOTES (SECTION 2.M. OF ADOPTED ORDINANCE)**
- THE MULTIFAMILY UNITS SHALL BE CONSTRUCTED AS FOLLOWS:
- THE ENTIRE MULTIFAMILY BUILDING AND PARKING GARAGE SHALL BE LEED CERTIFIED
 - THERE WILL BE NO LINOLEUM OR FORMICA SURFACES IN UNITS
 - ALL UNITS SHALL BE EQUIPPED WITH ENERGY EFFICIENT APPLIANCES
 - ALL COUNTERTOPS MUST BE GRANITE, STONE, OR BETTER MATERIAL

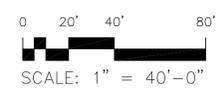
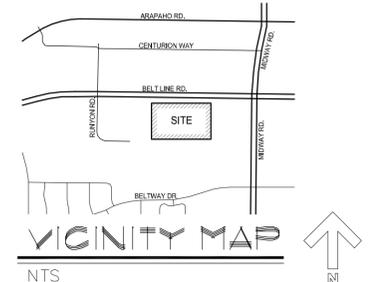
CITY OF ADDISON INFO

PROPOSED SUBDIVISION NAME: ADDISON GROVES
 PLAT TYPE: REPLAT
 BLOCK NO: E
 LOT NO: 1
 SURVEY NAME: THOMAS L. CHENOWETH SURVEY
 ABSTRACT NO: 273

TOWN PROJECT NO. _____
 PREPARATION DATE: 2017 11 10

OWNER/APPLICANT
 GREYSTAR DEVELOPMENT INC
 600 EAST LAS COLINAS BLVD
 SUITE 2100
 IRVING, TX 75039

ARCHITECT
 MEEKS + PARTNERS
 16000 MEMORIAL DRIVE
 SUITE 100
 HOUSTON, TX 77079



CONCEPT PLAN - ELAN ADDISON GROVES
 4150 BELT LINE ROAD - ADDISON, TEXAS - GREYSTAR DEVELOPMENT INC

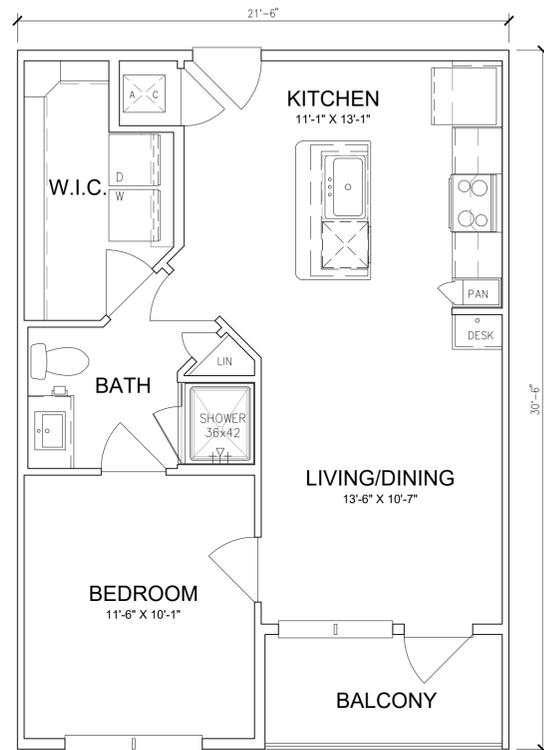
Meeks + Partners
 ARCHITECTURE
 LAND PLANNING
 16000 MEMORIAL DRIVE SUITE #100 - HOUSTON, TX 77079
 281-558-5787 - 281-558-3337 - www.meekspartners.com
 CONCEPTUAL DESIGN

M P A-01
 JOB NO. 17017

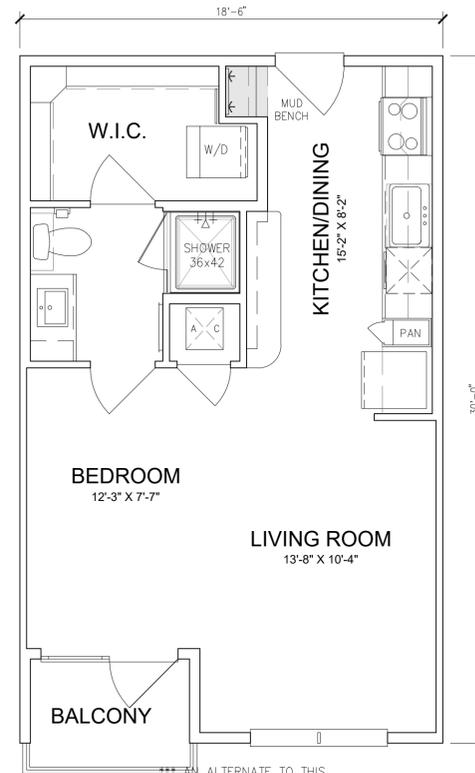
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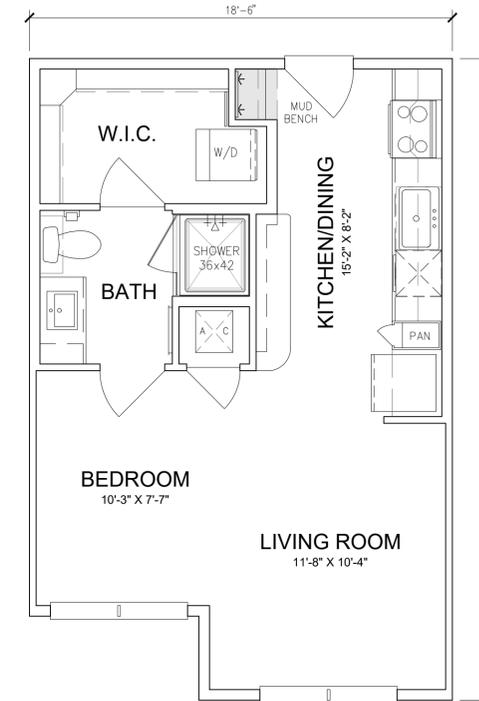
5 UNIT A4
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 GROSS: 704 SQ. FT.



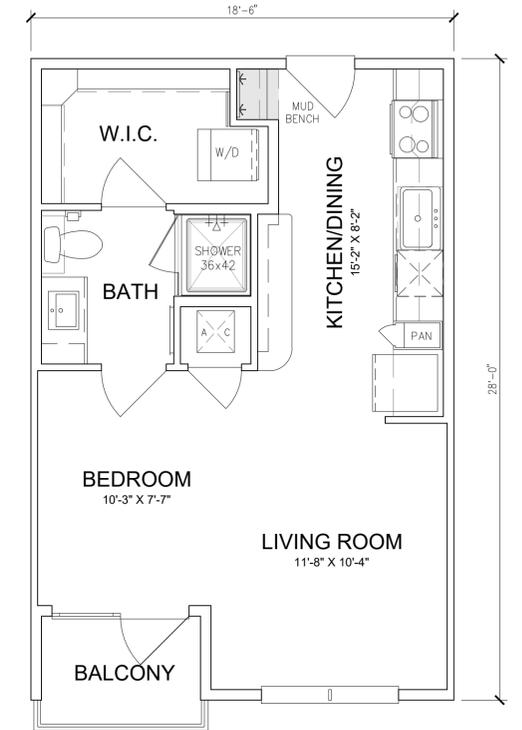
4 UNIT A2
 1/4" = 1'-0"
 NET: 602 SQ. FT.
 GROSS: 656 SQ. FT.



3 UNIT A3
 1/4" = 1'-0"
 NET: 528 SQ. FT.
 GROSS: 555 SQ. FT.



2 UNIT A3B
 1/4" = 1'-0"
 NET: 491 SQ. FT.
 GROSS: 491 SQ. FT.



1 UNIT A1
 1/4" = 1'-0"
 NET: 491 SQ. FT.
 GROSS: 518 SQ. FT.

ADDITIONAL PLAN NOTES (SECTION 2.M. OF ADOPTED ORDINANCE)
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 SUITE 2100
 IRVING, TX 75039

ARCHITECT
 MECKS + PARTNERS
 16000 MEMORIAL DRIVE
 SUITE 100
 HOUSTON, TX 77079

CITY OF ADDISON INFO
 PROPOSED SUBDIVISION NAME: ADDISON GROVES
 BLOCK NO: E
 LOT NO: 1
 TOWN PROJECT NO: _____
 PREPARATION DATE: 2017 11 08

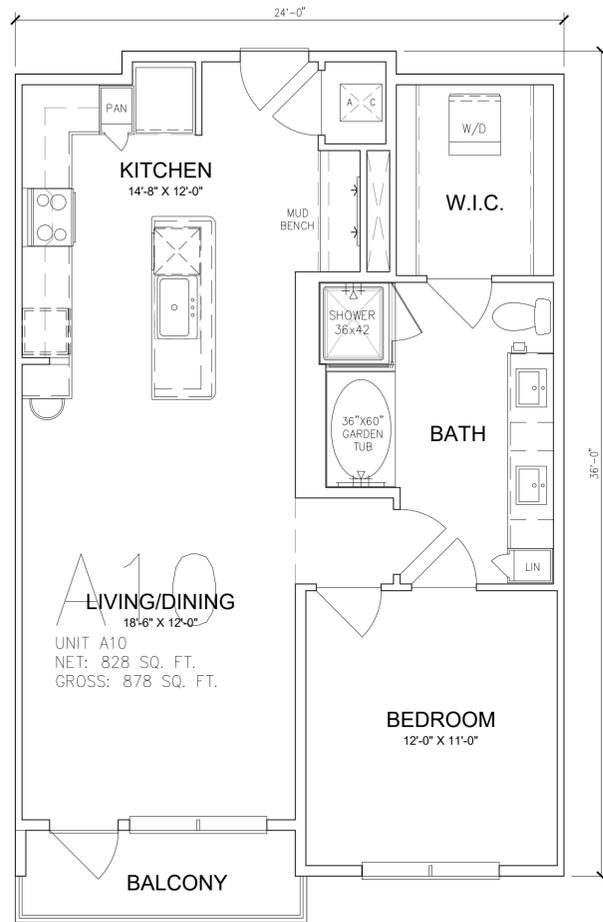
UNIT PLANS - ELAN ADDISON GROVES

4150 BELT LINE ROAD - ADDISON, TEXAS - GREYSTAR DEVELOPMENT INC

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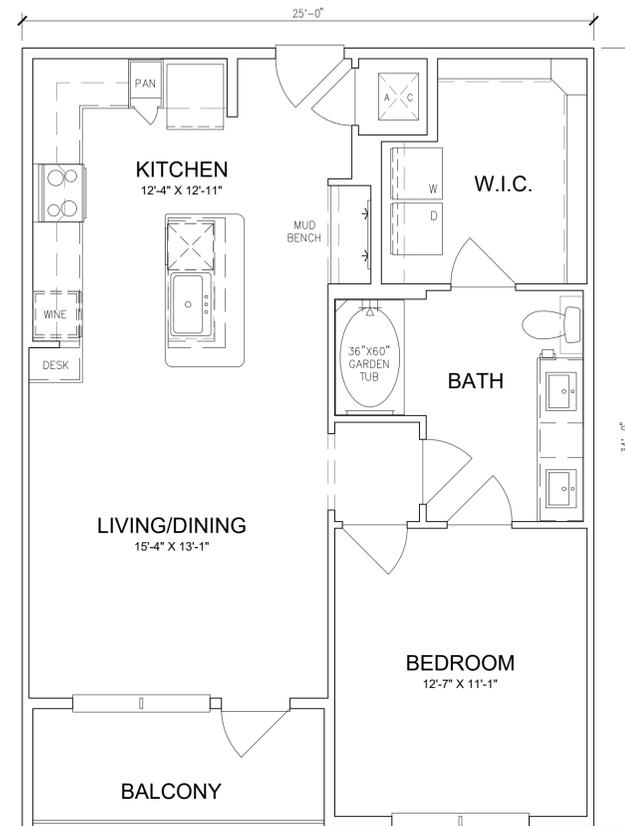
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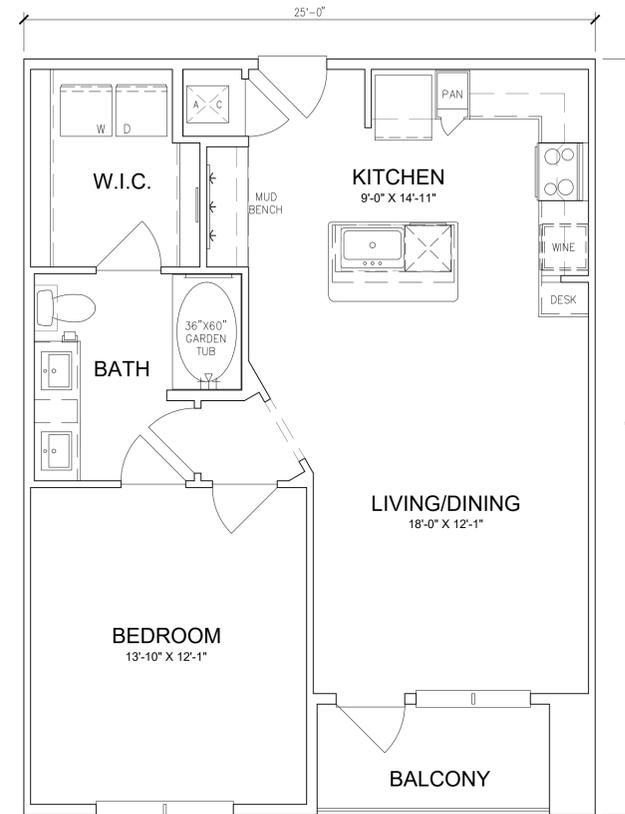


A10
 UNIT A10
 NET: 828 SQ. FT.
 GROSS: 878 SQ. FT.

4 UNIT A10
 1/4" = 1'-0" NET: 828 SQ. FT. GROSS: 878 SQ. FT.



3 UNIT A9
 1/4" = 1'-0" NET: 782 SQ. FT. GROSS: 850 SQ. FT.

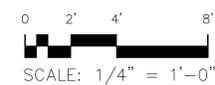


2 UNIT A8
 1/4" = 1'-0" NET: 766 SQ. FT. GROSS: 825 SQ. FT.



1 UNIT A7
 1/4" = 1'-0" NET: 700 SQ. FT. GROSS: 749 SQ. FT.

ADDITIONAL PLAN NOTES (SECTION 2.M. OF ADOPTED ORDINANCE)
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 SUITE 100
 HOUSTON, TX 77079

CITY OF ADDISON INFO

PROPOSED SUBDIVISION NAME: ADDISON GROVES
 BLOCK NO: E
 LOT NO: 1

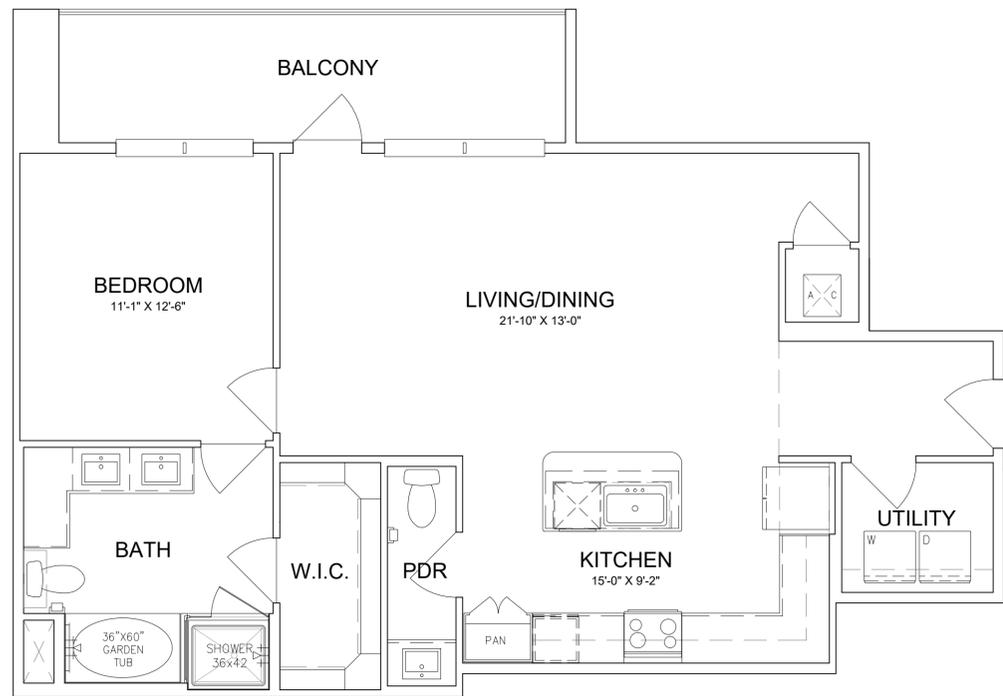
TOWN PROJECT NO: _____
 PREPARATION DATE: 2017 11 08

UNIT PLANS - ELAN ADDISON GROVES
 4150 BELT LINE ROAD - ADDISON, TEXAS - GREYSTAR DEVELOPMENT INC

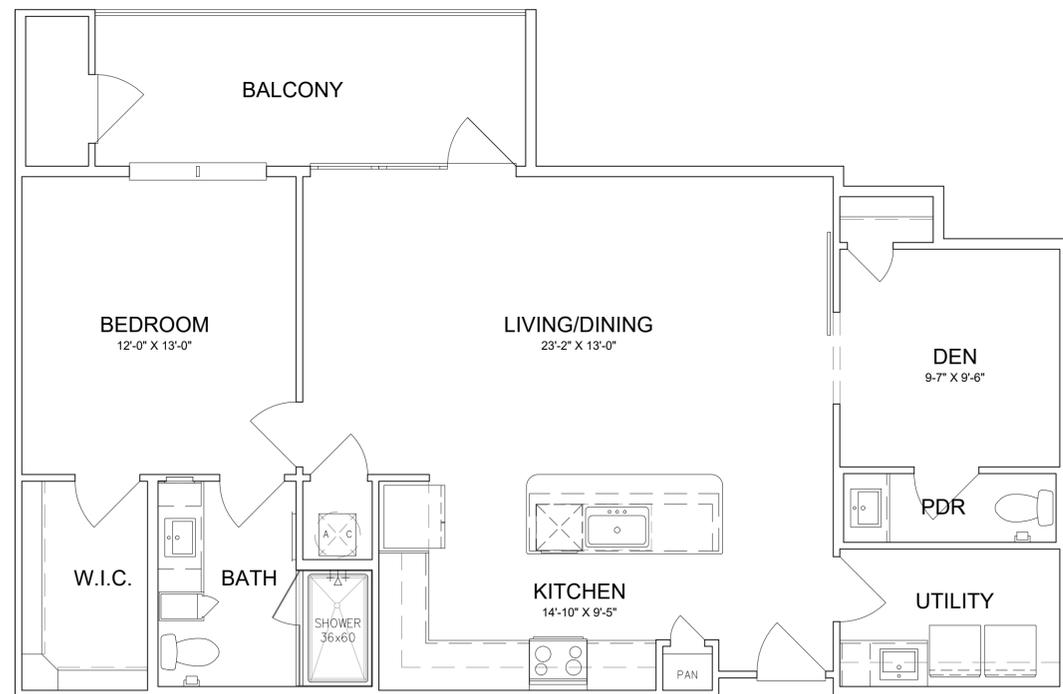
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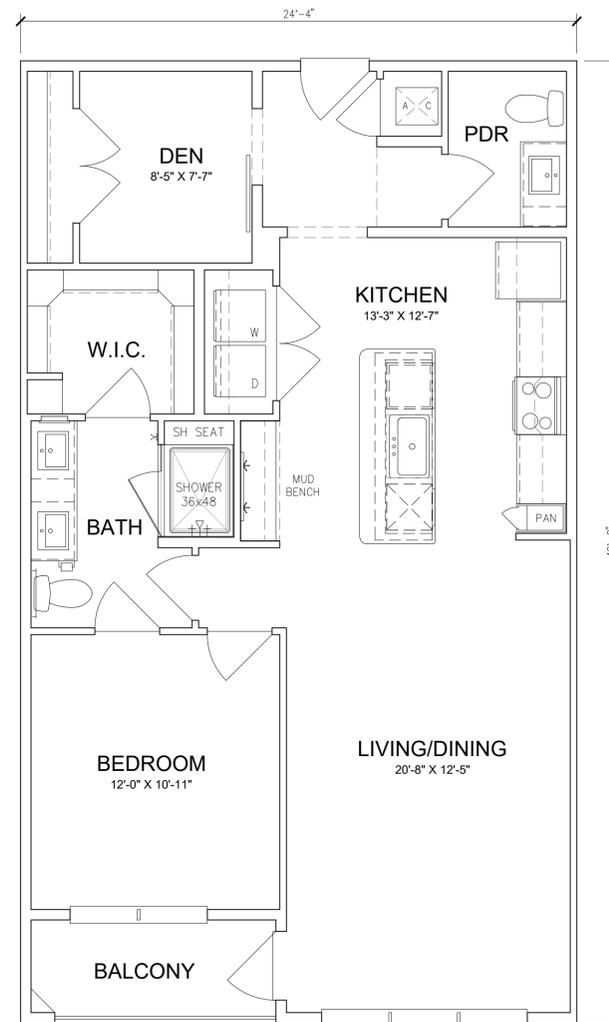
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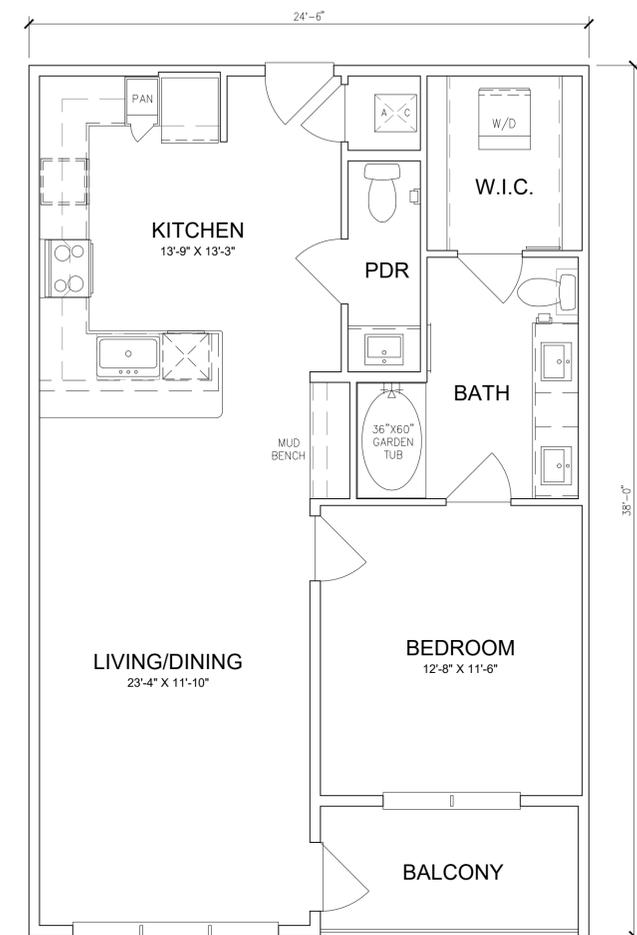
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 1/4" = 1'-0"
 NET: 953 SQ. FT.
 GROSS: 1096 SQ. FT.



3 UNIT A16
 1/4" = 1'-0"
 NET: 1041 SQ. FT.
 GROSS: 1566 SQ. FT.

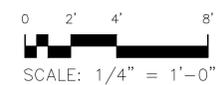


2 UNIT A14
 1/4" = 1'-0"
 NET: 972 SQ. FT.
 GROSS: 1022 SQ. FT.



1 UNIT A12
 1/4" = 1'-0"
 NET: 864 SQ. FT.
 GROSS: 931 SQ. FT.

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OWNER/APPLICANT
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 IRVING, TX 75039

ARCHITECT
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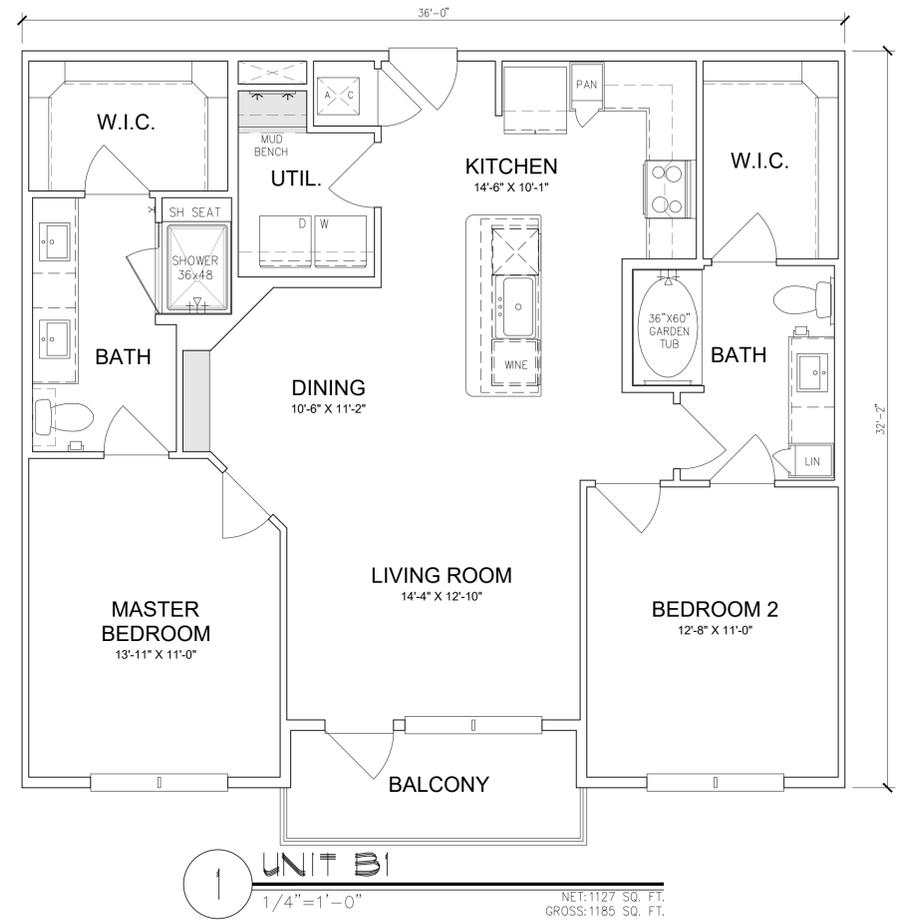
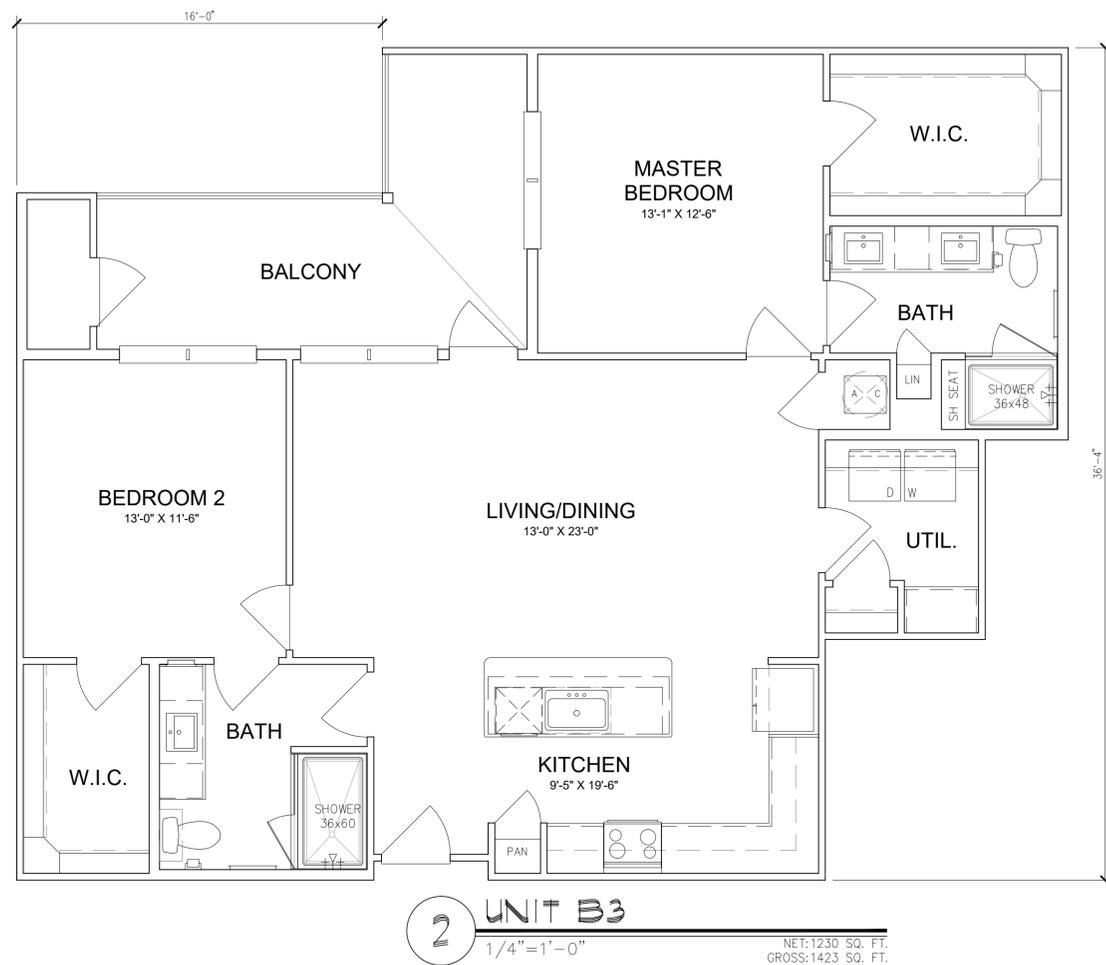
CITY OF ADDISON INFO
 PROPOSED SUBDIVISION NAME: ADDISON GROVES
 BLOCK NO: E
 LOT NO: 1
 TOWN PROJECT NO: _____
 PREPARATION DATE: 2017 11 08

UNIT PLANS - ELAN ADDISON GROVES
 4150 BELT LINE ROAD - ADDISON, TEXAS - GREYSTAR DEVELOPMENT INC

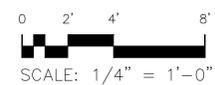
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- ADDITIONAL PLAN NOTES (SECTION 2.M. OF ADOPTED ORDINANCE)**
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 BLOCK NO: E
 LOT NO: 1
 TOWN PROJECT NO: _____
 PREPARATION DATE: 2017 11 08

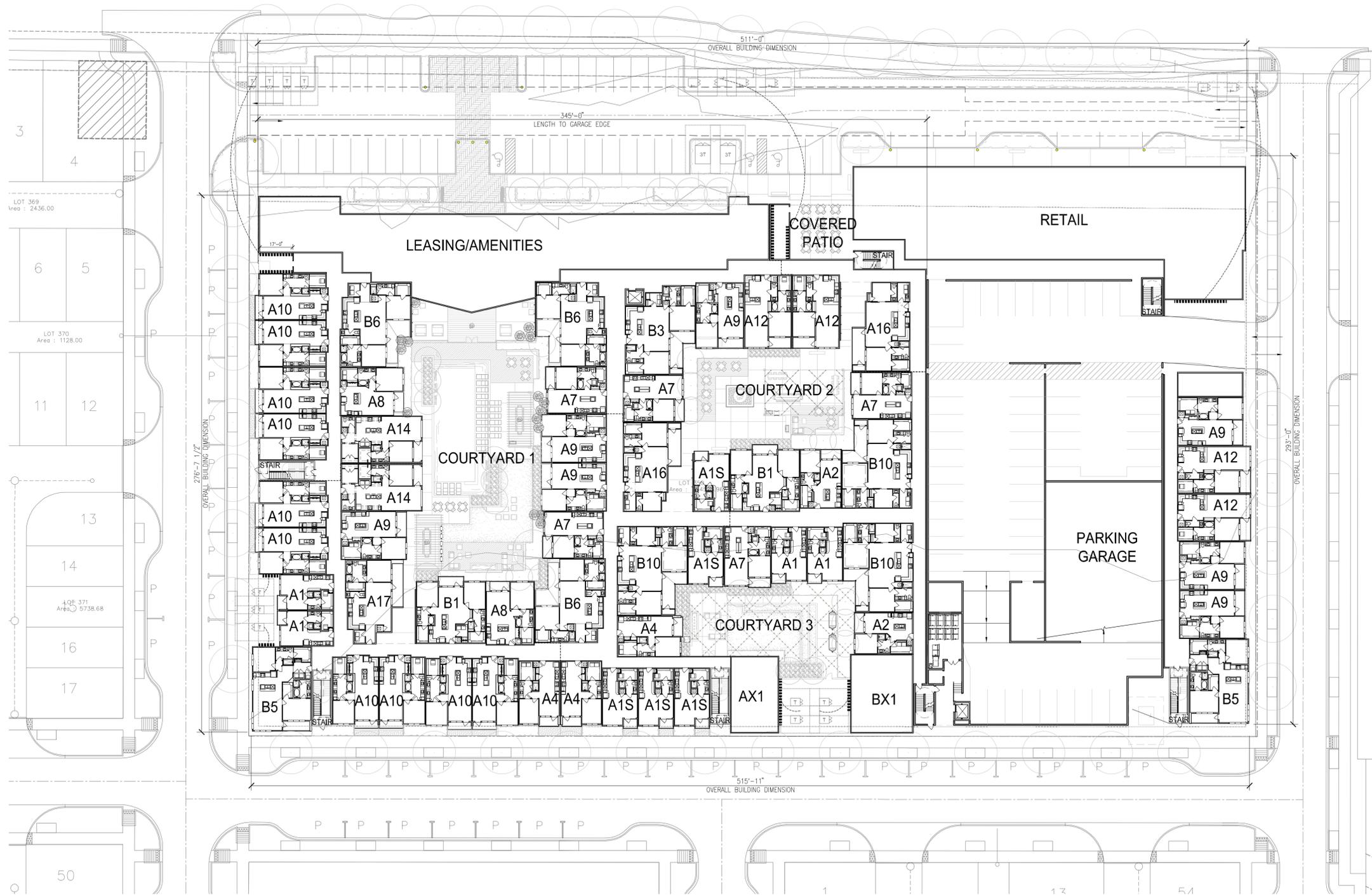
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UNIT PLANS - ELAN ADDISON GROVES
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CITY OF ADDISON INFO

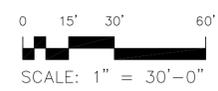
PROPOSED SUBDIVISION NAME: ADDISON GROVES
 BLOCK NO: E
 LOT NO: 1

TOWN PROJECT NO: _____
 PREPARATION DATE: 2017 11 10

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 SUITE 2100
 IRVING, TX 75039

ARCHITECT
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 SUITE 100
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1 BLDG PLAN - LVL 01
 1" = 30'-0"



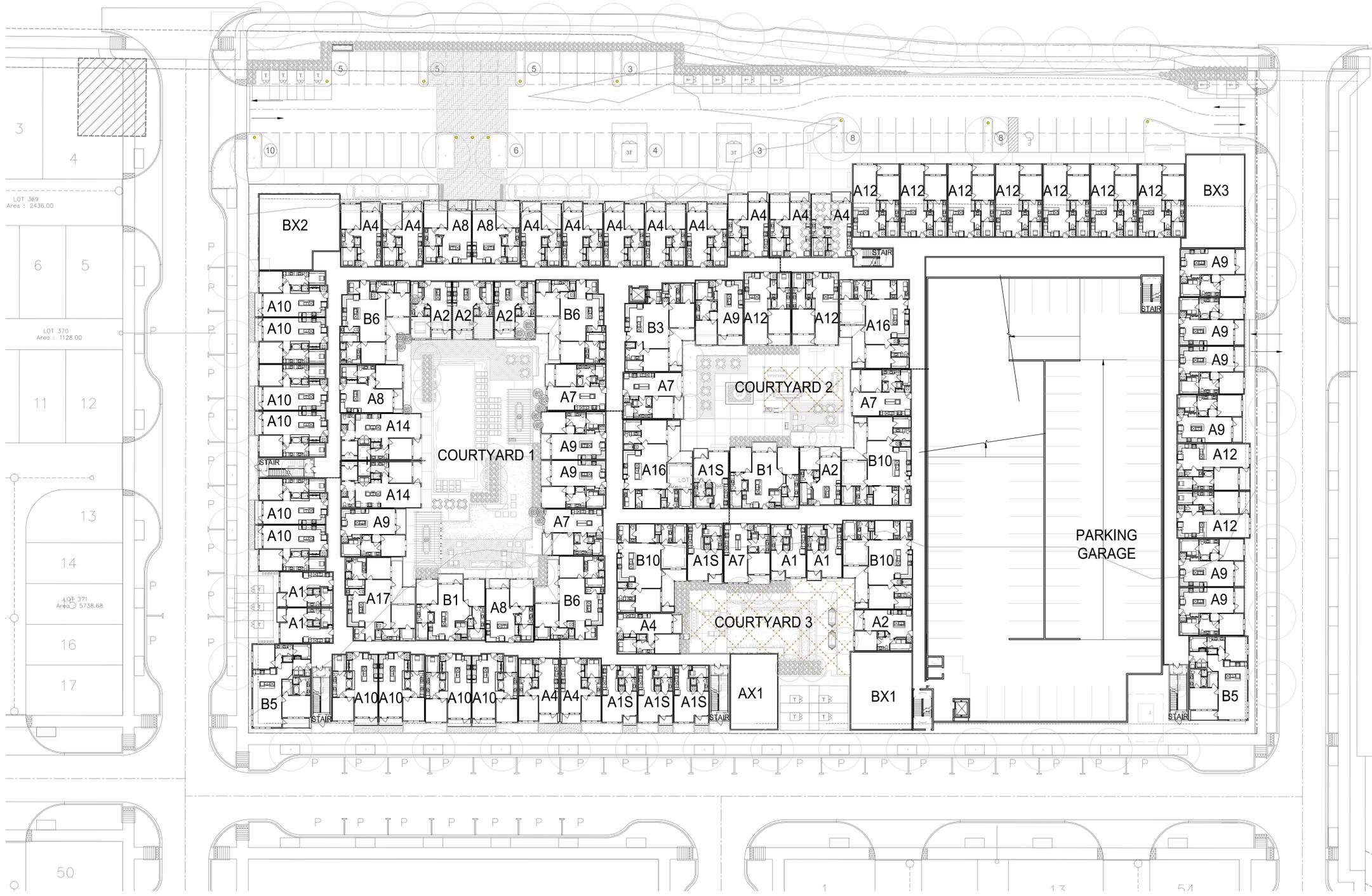
BUILDING PLANS - ELAN ADDISON GROVES

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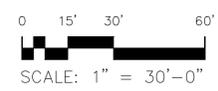
CITY OF ADDISON INFO

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 BLOCK NO: E
 LOT NO: 1
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BLDG PLAN - LVL 02-04
 1" = 30'-0"



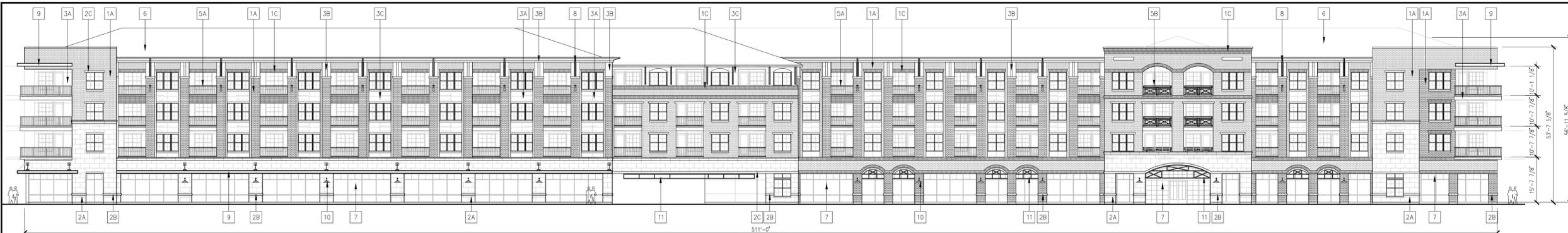
BUILDING PLANS - ELAN ADDISON GROVES

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1 NORTH ELEVATION (FRONT ELEVATION)

1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA	- 18,019 SF	
MASONRY	11,604 SF	(64.4%)
GLAZING	4,350 SF	(24.1%)
TOTAL "MASONRY CONSTRUCTION"	(88.5%)	
STUCCO	2,065 SF	(11.5%)

% BUILD TO LINE

OVERALL LENGTH	511'-0"
LENGTH TO GARAGE EDGE	345'-0"
BUILD-TO-LINE VARIATION LENGTH	100'-2"
PERCENTAGE VARIED	29.0%



2 SOUTH ELEVATION

1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA	- 17,204 SF	
MASONRY	11,414 SF	(66.3%)
GLAZING	2,477 SF	(14.4%)
TOTAL "MASONRY CONSTRUCTION"	(80.7%)	
STUCCO	3,313 SF	(19.3%)

% BUILD TO LINE

OVERALL LENGTH	515'-11"
BUILD-TO-LINE VARIATION LENGTH	146'-5"
PERCENTAGE VARIED	28.4%



3 EAST ELEVATION

1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA	- 10,547 SF	
MASONRY	6,981 SF	(66%)
GLAZING	2,304 SF	(22%)
TOTAL "MASONRY CONSTRUCTION"	(88%)	
STUCCO	1,262 SF	(12%)

% BUILD TO LINE

OVERALL BUILDING LENGTH	293'-0"
BUILD-TO-LINE VARIATION LENGTH	49'-1"
PERCENTAGE VARIED	16.8%

ELEVATION KEYNOTE LEGEND:

1A	BRICK VENEER SYSTEM
1B	BRICK SOLDIER COURSE
1C	BRICK ROWLOCK / SOLDIER COURSE
2A	STONE VENEER (BURNISHED FINISH)
2B	STONE SILL
2C	STONE LINTEL
3A	EXTERIOR STUCCO SYSTEM
3B	STUCCO COVERED FOAM CORNICE AND TRIMS
3C	STUCCO CONTROL JOINT
4	PRE-FINISHED FIBER CEMENT HORIZ. LAP SIDING
5A	GUARDRAIL SYSTEM - METAL GUARDRAIL WITH 1/2" SQUARE PICKET INFILL 4" O.C.
5B	ORNAMENTAL GUARDRAIL SYSTEM - METAL GUARDRAIL WITH 1/2" SQUARE PICKET INFILL 4" O.C.
6	COMPOSITION SHINGLE ROOF
7	STOREFRONT GLAZING SYSTEM
8	PRE-FINISHED ALUM. DECORATIVE BRACKET
9	PRE-FINISHED ALUM. CANOPY
10	DECORATIVE EXTERIOR LIGHT FIXTURE
11	DECORATIVE PRE-FINISHED METAL FRAME

FACADE PLAN NOTES

THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES

ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE

WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING

ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES

ROOF ACCESS SHALL BE PROVIDED INTERNALLY UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL



4 WEST ELEVATION

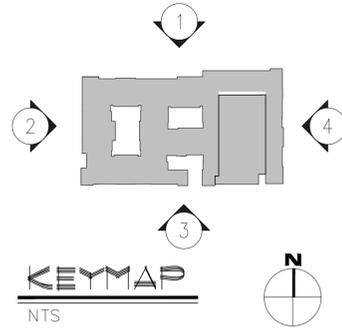
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA	- 9,779 SF	
MASONRY	6,266 SF	(64.1%)
GLAZING	2,094 SF	(21.4%)
TOTAL "MASONRY CONSTRUCTION"	(85.5%)	
STUCCO	1,419 SF	(14.5%)

% BUILD TO LINE

OVERALL BUILDING LENGTH	276'-7 1/2"
BUILD-TO-LINE VARIATION LENGTH	80'-11"
PERCENTAGE VARIED	29.3%



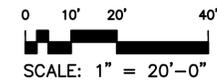
CITY OF ADDISON INFO

PROPOSED SUBDIVISION NAME: ADDISON GROVES
 BLOCK NO: E
 LOT NO: 1

TOWN PROJECT NO. _____
 PREPARATION DATE: 2017 11 08

OWNER/APPLICANT
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EXTERIOR ELEVATIONS - ELAN ADDISON GROVES

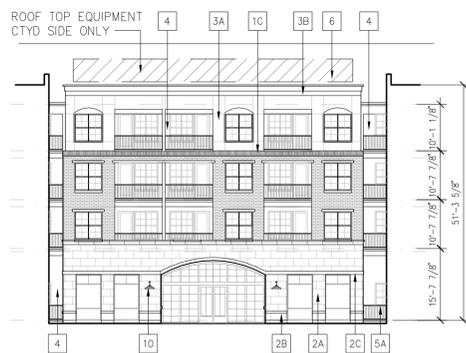
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11
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 2,174 SF

MASONRY	1,184 SF	(54.5%)
GLAZING	324 SF	(14.9%)
TOTAL "MASONRY CONSTRUCTION"		(69.4%)
STUCCO	666 SF	(30.6%)



10
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 3,648 SF

MASONRY	1,749 SF	(47.9%)
GLAZING	656 SF	(18.0%)
TOTAL "MASONRY CONSTRUCTION"		(65.9%)
STUCCO	1,243 SF	(34.1%)



9
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 2,486 SF

MASONRY	1,260 SF	(50.7%)
GLAZING	432 SF	(17.4%)
TOTAL "MASONRY CONSTRUCTION"		(68.1%)
STUCCO	794 SF	(31.9%)



8
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 3,582 SF

MASONRY	1,537 SF	(43.0%)
GLAZING	656 SF	(18.3%)
TOTAL "MASONRY CONSTRUCTION"		(61.3%)
STUCCO	1,389 SF	(38.7%)

ELEVATION KEYNOTE LEGEND:

1A	BRICK VENEER SYSTEM
1B	BRICK SOLDIER COURSE
1C	BRICK ROWLOCK / SOLDIER COURSE
2A	STONE VENEER (BURNISHED FINISH)
2B	STONE SILL
2C	STONE LINTEL
3A	EXTERIOR STUCCO SYSTEM
3B	STUCCO COVERED FOAM CORNICE AND TRIMS
3C	STUCCO CONTROL JOINT
4	PRE-FINISHED FIBER CEMENT HORIZ. LAP SIDING
5A	GUARDRAIL SYSTEM - METAL GUARDRAIL WITH 1/2" SQUARE PICKET INFILL 4" O.C.
5B	ORNAMENTAL GUARDRAIL SYSTEM - METAL GUARDRAIL WITH 1/2" SQUARE PICKET INFILL 4" O.C.
6	COMPOSITION SHINGLE ROOF
7	STOREFRONT GLAZING SYSTEM
8	PRE-FINISHED ALUM. DECORATIVE BRACKET
9	PRE-FINISHED ALUM. CANOPY
10	DECORATIVE EXTERIOR LIGHT FIXTURE
11	DECORATIVE PRE-FINISHED METAL FRAME



7
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 1,394 SF

MASONRY	655 SF	(47.0%)
GLAZING	184 SF	(13.2%)
TOTAL "MASONRY CONSTRUCTION"		(60.2%)
STUCCO	555 SF	(39.8%)



6
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 2,834 SF

MASONRY	1,131 SF	(39.9%)
GLAZING	576 SF	(20.3%)
TOTAL "MASONRY CONSTRUCTION"		(60.2%)
STUCCO	1,127 SF	(39.8%)



5
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 1,379 SF

MASONRY	643 SF	(46.6%)
GLAZING	184 SF	(13.4%)
TOTAL "MASONRY CONSTRUCTION"		(60.0%)
STUCCO	552 SF	(40.0%)

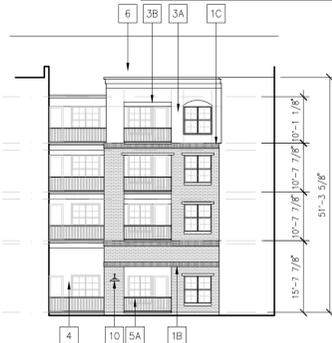


4
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 2,742 SF

MASONRY	1,190 SF	(43.4%)
GLAZING	512 SF	(18.7%)
TOTAL "MASONRY CONSTRUCTION"		(62.1%)
STUCCO	1,040 SF	(37.9%)



3
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 994 SF

MASONRY	521 SF	(52.4%)
GLAZING	144 SF	(14.5%)
TOTAL "MASONRY CONSTRUCTION"		(88.5%)
STUCCO	329 SF	(33.1%)



2
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 3,221 SF

MASONRY	1,975 SF	(61.3%)
GLAZING	616 SF	(19.1%)
TOTAL "MASONRY CONSTRUCTION"		(80.4%)
STUCCO	630 SF	(19.6%)



1
1" = 20'-0"

MATERIALS CALCULATION

TOTAL SURFACE AREA - 993 SF

MASONRY	494 SF	(49.7%)
GLAZING	144 SF	(14.5%)
TOTAL "MASONRY CONSTRUCTION"		(64.2%)
STUCCO	355 SF	(35.8%)

FAÇADE PLAN NOTES

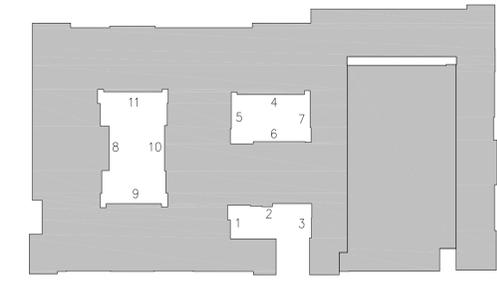
THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES

ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE

WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING

ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES

ROOF ACCESS SHALL BE PROVIDED INTERNALLY UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL



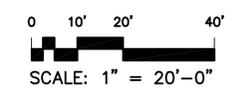
CITY OF ADDISON INFO

PROPOSED SUBDIVISION NAME: ADDISON GROVES
BLOCK NO: E
LOT NO: 1

TOWN PROJECT NO: _____
PREPARATION DATE: 2017 11 10

OWNER/APPLICANT
GREYSTAR DEVELOPMENT INC
600 EAST LAS COLINAS BLVD
SUITE 2100
IRVING, TX 75039

ARCHITECT
MEEKS + PARTNERS
16000 MEMORIAL DRIVE
SUITE 100
HOUSTON, TX 77079



EXTERIOR ELEVATIONS - ELAN ADDISON GROVES

4150 BELT LINE ROAD - ADDISON, TEXAS - GREYSTAR DEVELOPMENT INC

Meeks + Partners
ARCHITECTURE
LAND PLANNING

M P A-10

16000 MEMORIAL DRIVE SUITE #100 - HOUSTON, TX 77079
281-558-5787 - 281-558-3337 - www.meekspartners.com
CONCEPTUAL DESIGN

JOB NO. 17017

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City of Addison, Texas Municipal Code.
Ordinance No. 016-013, § 1, 4-12-16
Sec. 34-207. - Landscape Design Standards

**PARKING LOT LANDSCAPING;
INTERIOR AREA:**

The required percentage of interior parking lot landscape shall be determined based on the following sliding scale:

PARKING LOT LANDSCAPING; INTERIOR AREA	
Total Parking Area	Interior Planting Area
7,000 - 49,999 sq.ft.	5%
50,000 - 149,000 sq.ft.	8%
150,000 sq.ft. and larger	10%

PARKING LOT AREA- 22,170 sq.ft.	
5% Required	Provided
1,108 sq.ft.	4,160 sq.ft.

PARKING LOT LANDSCAPING; PERIMETER

The perimeter parking lot landscape strip shall be at least five feet wide for sites larger than 10,000 sq. ft.

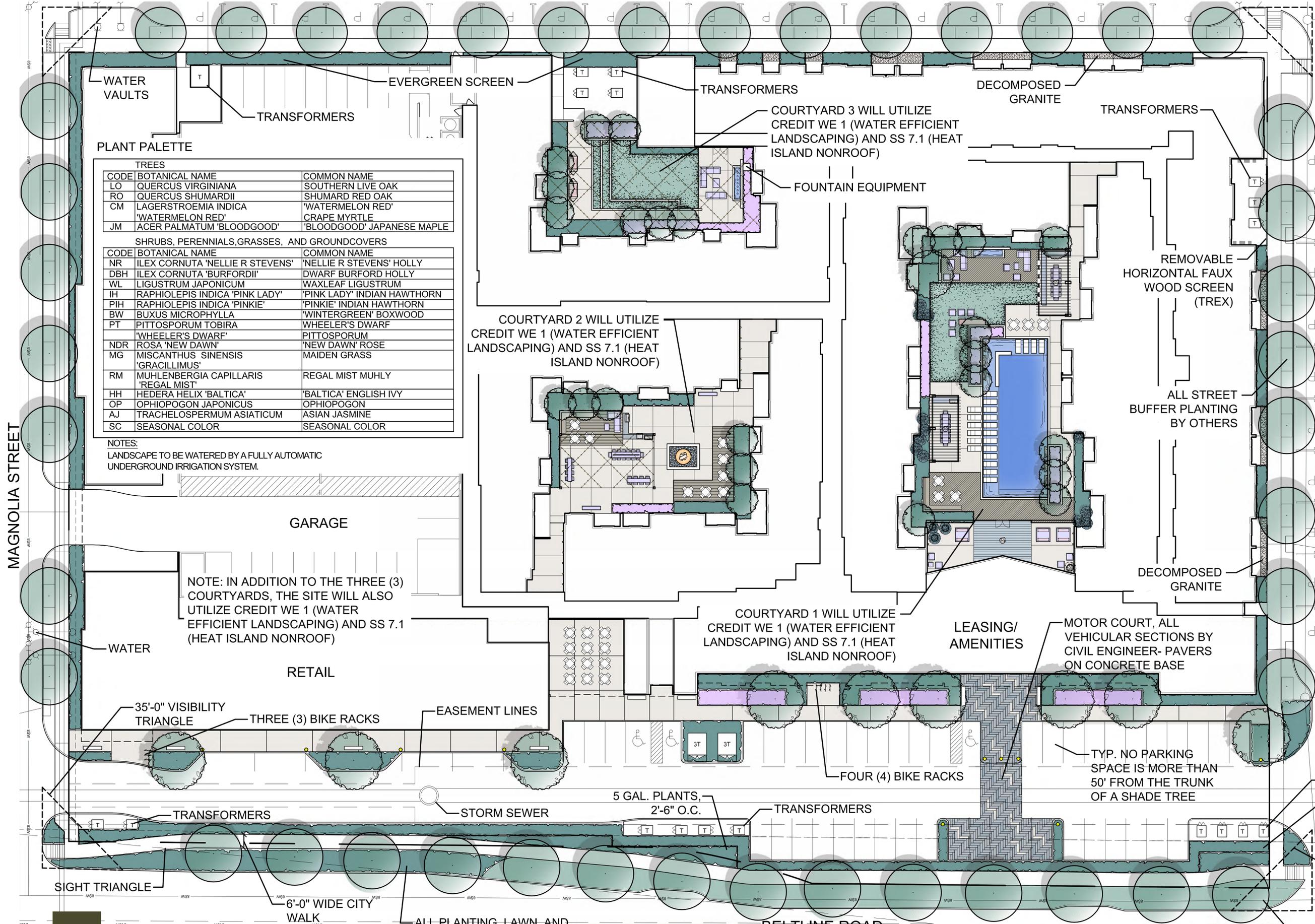
The minimum requirement for perimeter landscaping five feet wide shall be one (1) 4 inch caliper shade tree for each 35 linear feet of perimeter and one (1) shrub planted minimum 3 to 3-1/2 feet on center.

PARKING LOT PERIMETER- 521 ft.	
Required	Provided
521 ft./35 = 14 Trees	14 Trees
521 ft./3 = 173 Shrubs	380 Shrubs

SECTION 13.- OPEN SPACE

In addition to paved parking and driving areas, at least ten percent of the lot shall be maintained in landscaped open area.

OPEN SPACE	
Required	Provided
10% of the lot to be open space- 182,670 sf x 10% = 18,267 sf	37,230 sf or 20%



PLANT PALETTE

TREES		
CODE	BOTANICAL NAME	COMMON NAME
LO	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
RO	QUERCUS SHUMARDII	SHUMARD RED OAK
CM	LAGERSTROEMIA INDICA 'WATERMELON RED'	'WATERMELON RED' CRAPE MYRTLE
JM	ACER PALMATUM 'BLOODGOOD'	'BLOODGOOD' JAPANESE MAPLE

SHRUBS, PERENNIALS, GRASSES, AND GROUNDCOVERS		
CODE	BOTANICAL NAME	COMMON NAME
NR	ILEX CORNUTA 'NELLIE R STEVENS'	'NELLIE R STEVENS' HOLLY
DBH	ILEX CORNUTA 'BURFORDII'	DWARF BURFORD HOLLY
WL	LIGUSTRUM JAPONICUM	WAXLEAF LIGUSTRUM
IH	RAPHIOLEPIS INDICA 'PINK LADY'	'PINK LADY' INDIAN HAWTHORN
PIH	RAPHIOLEPIS INDICA 'PINKIE'	'PINKIE' INDIAN HAWTHORN
BW	BUXUS MICROPHYLLA	'WINTERGREEN' BOXWOOD
PT	PITTOSPORUM TOBIRA	WHEELER'S DWARF
	'WHEELER'S DWARF'	PITTOSPORUM
NDR	ROSA 'NEW DAWN'	'NEW DAWN' ROSE
MG	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS
RM	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	REGAL MIST MUHLY
HH	HEDERA HELIX 'BALTICA'	'BALTICA' ENGLISH IVY
OP	OPHIOPOGON JAPONICUS	OPHIOPOGON
AJ	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE
SC	SEASONAL COLOR	SEASONAL COLOR

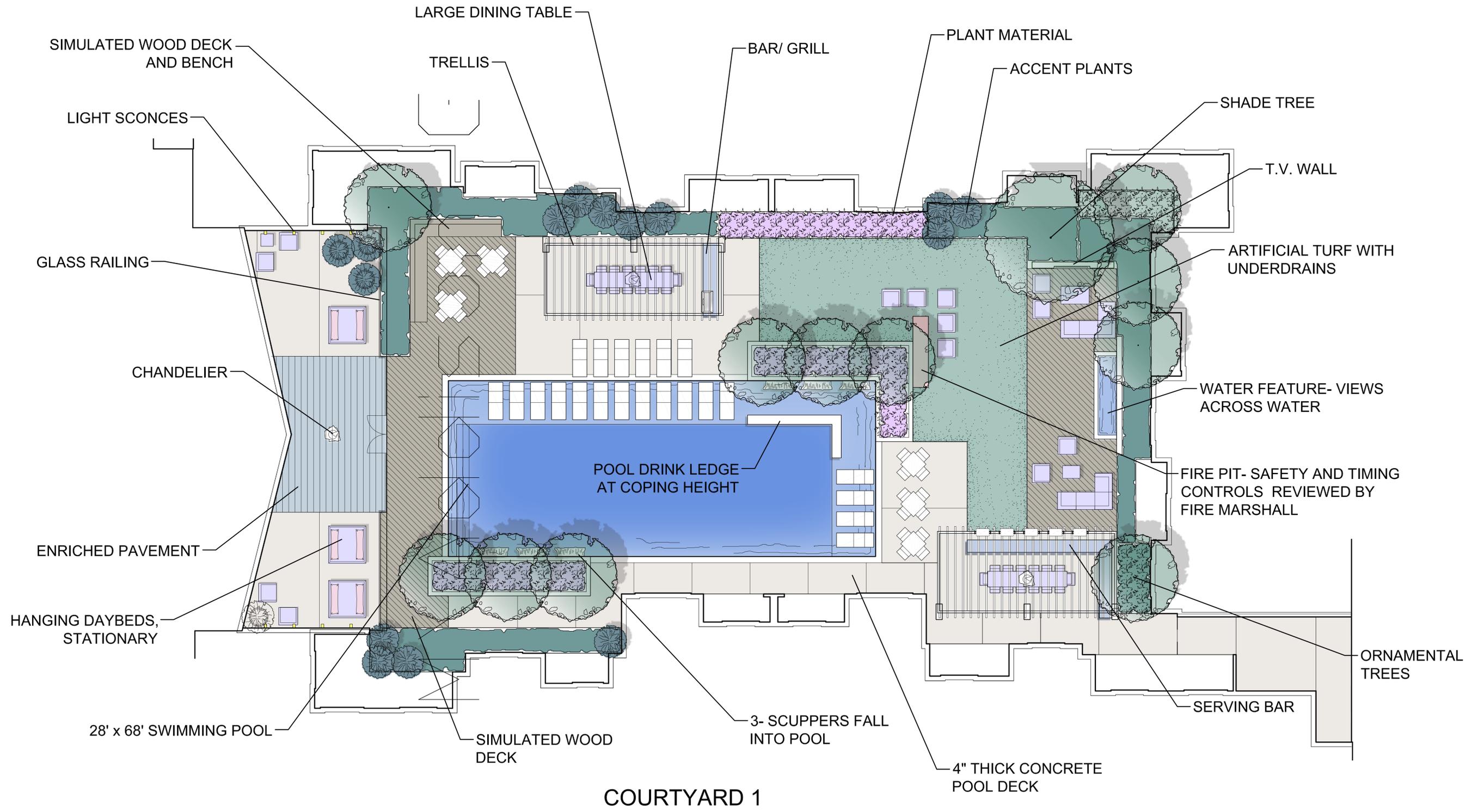
NOTES:
LANDSCAPE TO BE WATERED BY A FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

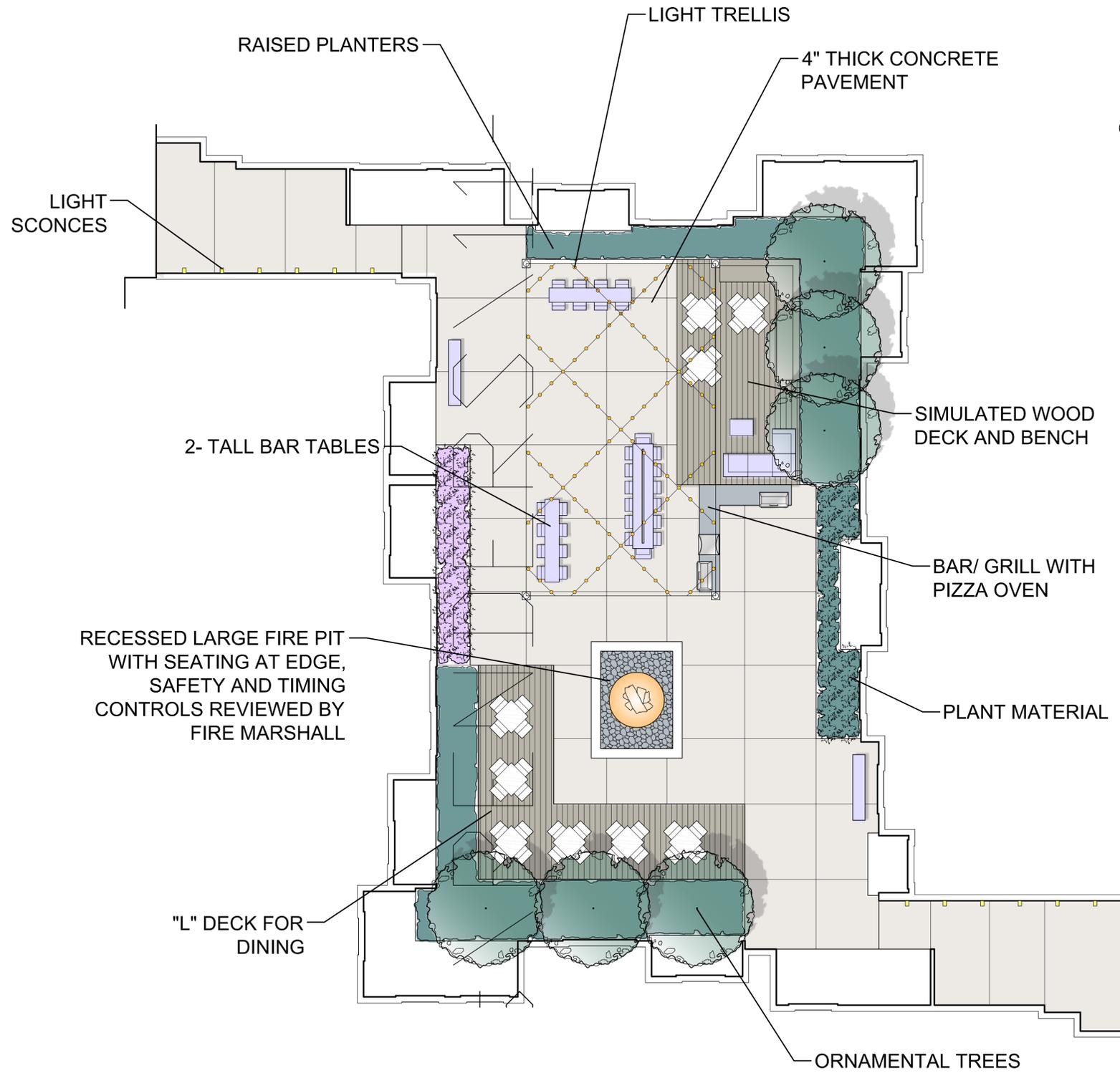
NOTE: IN ADDITION TO THE THREE (3) COURTYARDS, THE SITE WILL ALSO UTILIZE CREDIT WE 1 (WATER EFFICIENT LANDSCAPING) AND SS 7.1 (HEAT ISLAND NONROOF)

COURTYARD 2 WILL UTILIZE CREDIT WE 1 (WATER EFFICIENT LANDSCAPING) AND SS 7.1 (HEAT ISLAND NONROOF)

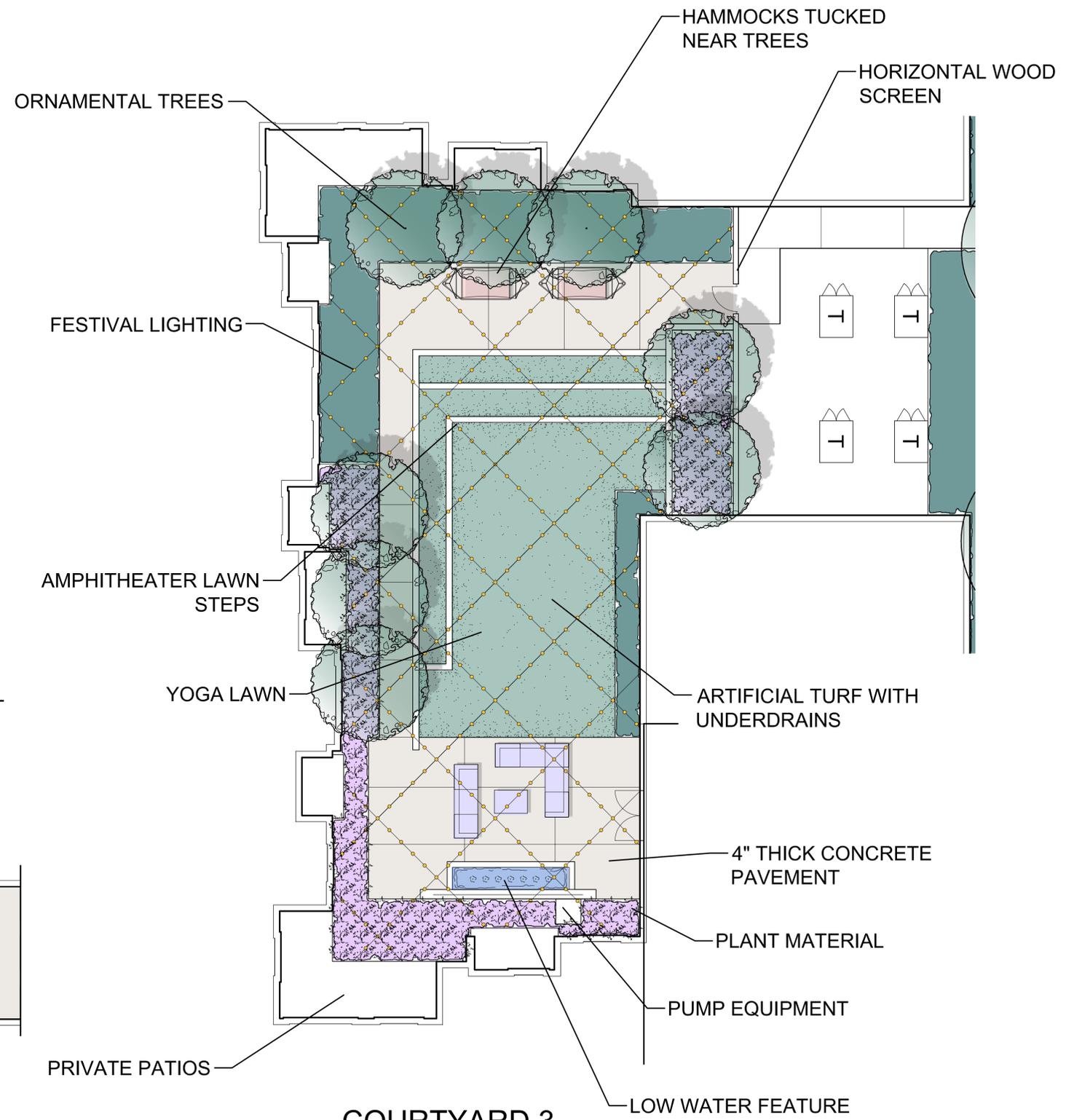
COURTYARD 1 WILL UTILIZE CREDIT WE 1 (WATER EFFICIENT LANDSCAPING) AND SS 7.1 (HEAT ISLAND NONROOF)

COURTYARD 3 WILL UTILIZE CREDIT WE 1 (WATER EFFICIENT LANDSCAPING) AND SS 7.1 (HEAT ISLAND NONROOF)

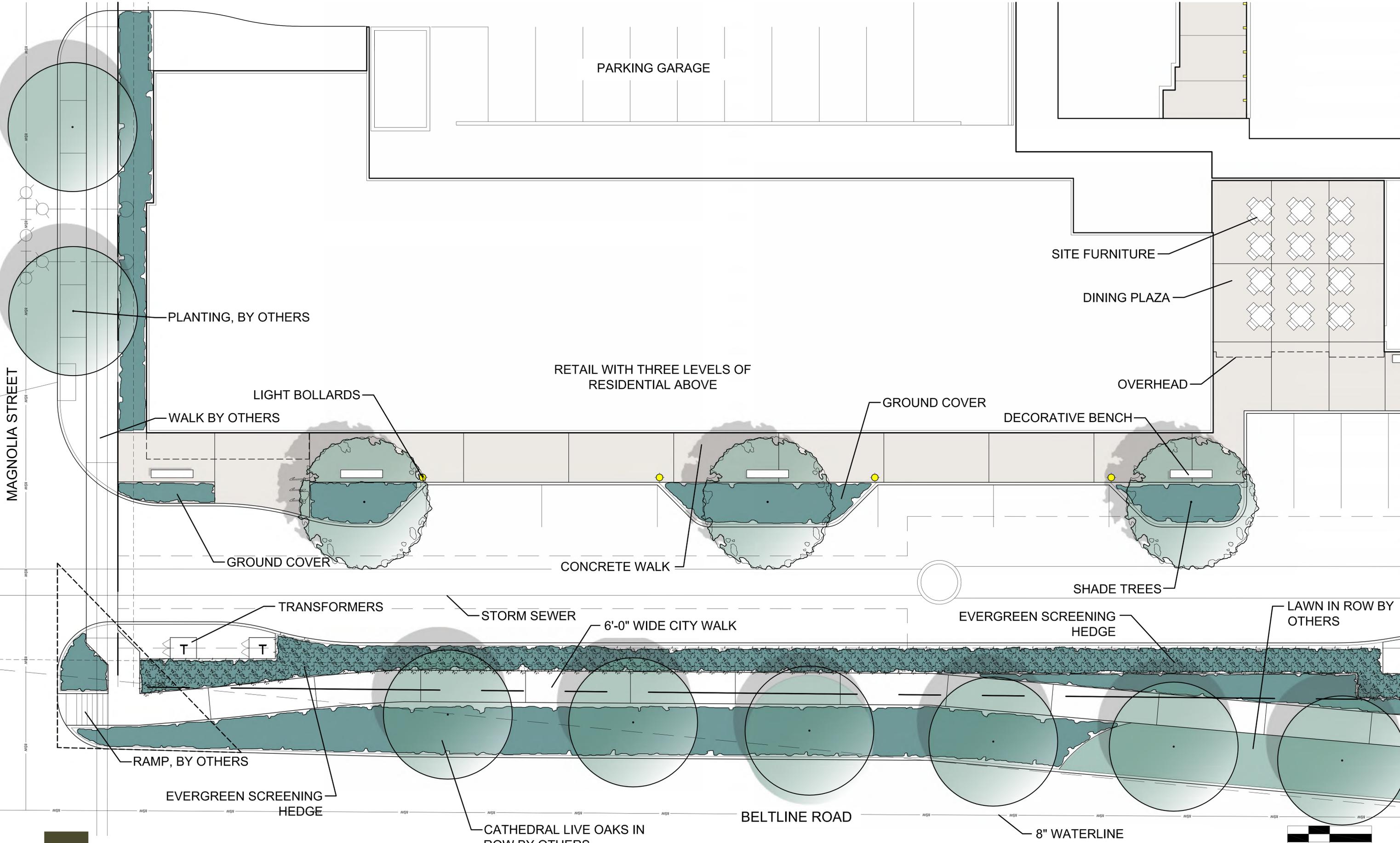




COURTYARD 2



COURTYARD 3



MAGNOLIA STREET

PARKING GARAGE

SITE FURNITURE

DINING PLAZA

PLANTING, BY OTHERS

RETAIL WITH THREE LEVELS OF RESIDENTIAL ABOVE

OVERHEAD

LIGHT BOLLARDS

GROUND COVER

WALK BY OTHERS

DECORATIVE BENCH

GROUND COVER

CONCRETE WALK

SHADE TREES

TRANSFORMERS

STORM SEWER

6'-0" WIDE CITY WALK

EVERGREEN SCREENING HEDGE

LAWN IN ROW BY OTHERS

RAMP, BY OTHERS

EVERGREEN SCREENING HEDGE

CATHEDRAL LIVE OAKS IN ROW BY OTHERS

BELTLINE ROAD

8" WATERLINE



GREYSTAR

ADDISON GROVES



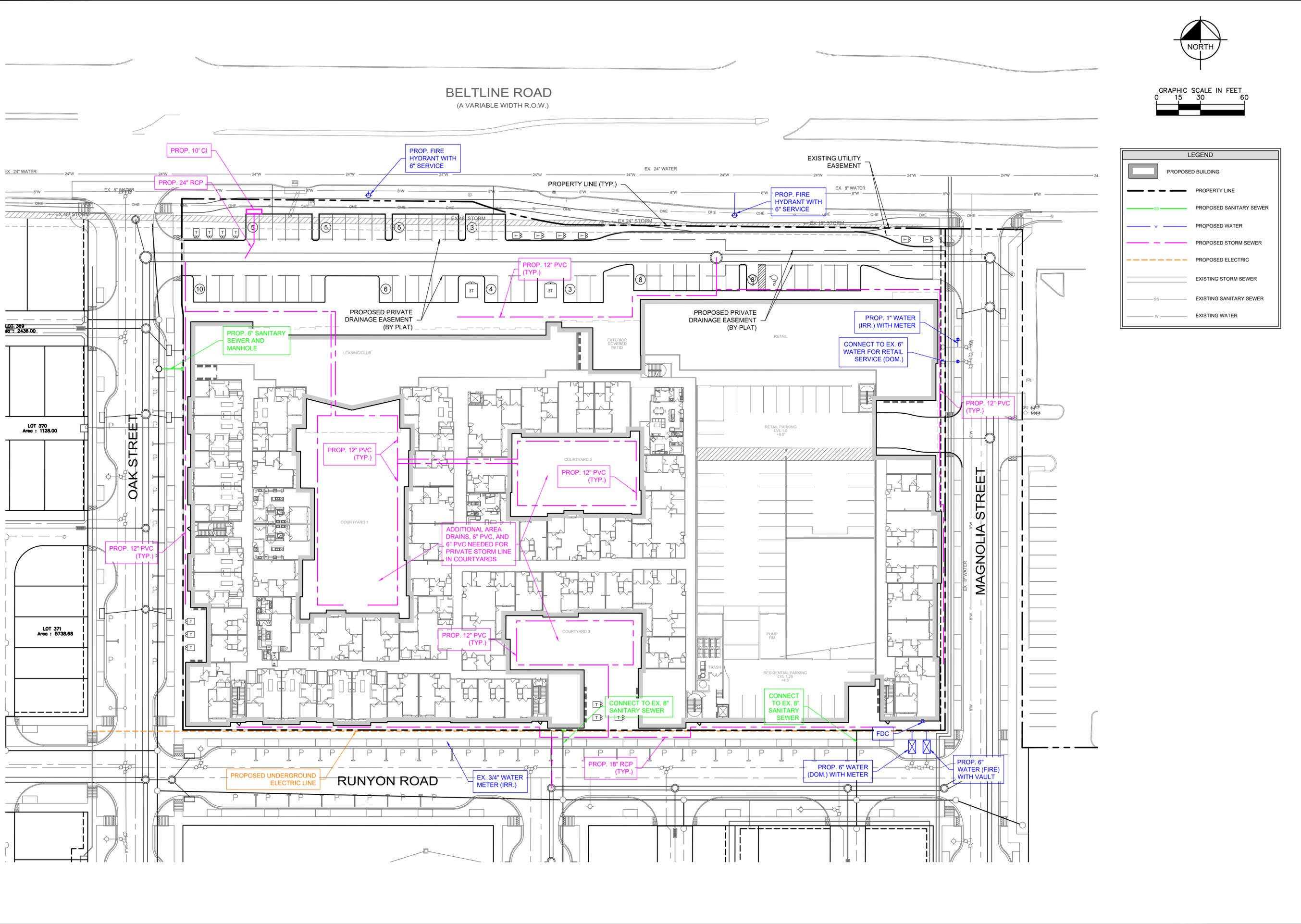
SITE DEVELOPMENT PLAN

DATE: 11-10-17

SCALE: 1/8"=1'-0"

LS-4

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND	
	PROPOSED BUILDING
	PROPERTY LINE
	PROPOSED SANITARY SEWER
	PROPOSED WATER
	PROPOSED STORM SEWER
	PROPOSED ELECTRIC
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATER

Kimley»Horn

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 13465 NOEL ROAD, TWO GALLERIA OFFICE TOWER
 SUITE 700, DALLAS, TEXAS 75240
 PHONE: 972-770-1900 FAX: 972-259-3820
 WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY

FOR REVIEW ONLY
 Not for construction or permit purposes.

Kimley»Horn

Engineer: DAVID E MEYERS
 P.E. No. 81512 Date: 11/09/2017

KHA PROJECT	067771646	SCALE	AS SHOWN	DESIGNED BY	DEM	CHECKED BY	DEM
DATE	11/09/2017	DRAWN BY	JKL				

APPLICANT:
 MEKES + PARTNERS
 16000 MEMORIAL DR., SUITE 100
 HOUSTON, TX 77079
 (281) 558-8787

OWNER:
 GREYSTAR
 800 E. LAS COLINAS BLVD., SUITE 2100
 DALLAS, TX 75089
 (469) 371-3176

ADDISON GROVES
 4150 BELT LINE RD., ADDISON, TX 75001

**PRELIMINARY UTILITY
 AND DRAINAGE PLAN**

SHEET NUMBER
UD-1

Work Session and Regular Meeting

Meeting Date: 12/12/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve Changing the Zoning on Property Located at 15003 Inwood Road, Which the Property is Currently Zoned C-1, To a PD, Planned Development District, Allowing all C-1 Uses, plus Manufacturing and Assembly Uses, and Establishing Modified Development Standards.** PUBLIC HEARING Case 1766-Z/Fish Gallery

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 21, 2017, voted to recommend approval of an ordinance rezoning the property located at 15003 Inwood Road, from Commercial-1 (C-1) to Planned Development (PD) to allow all C-1 uses, plus manufacturing and assembly uses, and establish modified development standards, subject to the following condition:

- The applicant shall increase the glazing on the building elevations fronting the street

Voting Aye: Griggs, Groce, Meleky, Schaeffer, Wheeler

Voting Nay: none

Absent: Robinson, Morgan

SPEAKERS AT THE PUBLIC HEARING: none

Please refer to the attached staff report for additional information on this case. The plans attached to this item show a future street along the southern portion of this property. The staff report notes that the applicant offered to donate the land necessary for the street as a means of contributing to the east/west road envisioned in the Inwood Road Special Area Study and subsequent Comprehensive Plan amendment. After further discussions with the applicant following the Planning and Zoning Commission meeting, there appears to have been a misunderstanding regarding this dedication. While the applicant is amenable to a road through the property, the applicant is not donating the land and expects to be compensated by the Town.

RECOMMENDATION:

The purpose of the Comprehensive Plan is to serve as official policy of the Town and guide future zoning decisions. As noted in the staff report, the Comprehensive Plan indicates that this property should be used for commercial, retail, restaurant, or hotel uses. The proposed plan for this property includes aquarium manufacturing and parts assembly. These are considered industrial uses. Since the proposed uses do not conform with the vision established in the Comprehensive Plan, administration recommends denial.

Furthermore, in staff's original assessment of this case, staff believed that the applicant intended to donate property for the future construction of an east/west connector street that would eventually extend to Beltway Road. While the proposed uses do not comply with the Comprehensive Plan, the proposed dedication would have advanced another important goal for the area to increase east/west connectivity. Without this dedication, staff believes that this request is even further out of alignment with the Comprehensive Plan and would not be appropriate.

Attachments

Ordinance - 1766-Z Fish Gallery

Staff Report - 1766-Z

Plans - 1766-Z

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CREATING PLANNED DEVELOPMENT DISTRICT _____ BASED ON COMMERCIAL-1 (C-1) DISTRICT REGULATIONS WITH MODIFIED DEVELOPMENT STANDARDS LOCATED AT 15003 INWOOD ROAD, ON APPLICATION FROM FISH GALLERY, PROVIDING FOR APPROVAL OF ALL C-1 USES PLUS MANUFACTURING AND ASSEMBLY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the Town of Addison adopted Ordinance No. O17-11 which amended the Town of Addison Comprehensive Plan to add a new section adopting the findings of the Inwood Road Corridor Special Area Study (the “Inwood Road Study”); and

WHEREAS, a cornerstone of the findings of the Inwood Road Study was the need to increase and develop east/west connector roads from Inwood Road to adjacent roadways; and

WHEREAS, the applicant for the zoning amendment granted herein has offered to dedicate right-of-way for an east/west connector road in conjunction with development of the property; and

WHEREAS, but for the dedication of the right-of-way described above, the requested zoning amendment would not conform to the findings of the Inwood Road Study; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at the public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

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

Section 1. 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. Planned Development District _____ is hereby established for the 1.506 acres of land located at 15003 Inwood Road and more specifically described in **Exhibit A** attached hereto and incorporated herein (the “Property”), in accordance with all Commercial-1 (C-1), district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following special conditions:

- A. Use Regulations. No land shall be used and no building shall be erected for or converted to any use other than all uses allowed in a C-1 district, plus manufacturing and assembly uses.
- B. Type of Construction. At least 80 percent of the exterior walls of all structures shall be of masonry construction, exclusive of door and window openings. At least 80 percent of all facades visible from a public street must be of brick or stone construction. Glass tile, glass block, and plate glass may count as masonry. The use of Nichiha fiber-cement architectural wall panels shall be allowed for the remaining 20 percent of the facades.
- C. Building Façade. The applicant shall increase the glazing on the building elevations fronting the street.

Section 3. The property shall be improved in accordance with the site plan, floor plan, landscape plans, and building elevations attached hereto as **Exhibit B** and made hereof for all purposes.

Section 4. Based on the Inwood Road Study, for the grant of entitlements in this Ordinance to be in the best interest of the public health, safety and welfare, prior to the issuance of a building permit to construct the improvements contemplated herein, the right-of-way for the New Road shown on **Exhibit B** shall be dedicated, in fee simple, to the Town of Addison.

Section 5. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 6. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 7. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 8. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

Case No. 1766-Z/Fish Gallery

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
on this the 12th day of December, 2017.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

CASE NO: 1766-Z/Fish Gallery

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON:

Ordinance No. _____

EXHIBIT A

Being a 1.506 acre tract of land situated in the Josiah Pancoast Survey, Abstract No. 1146, and being a portion of Lot 1, Block 1, of the Rinehart Inwood Addition, an Addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 77012, Page 1563, Map Records of Dallas County, Texas, and being all of Lot 1, Block 1, O'Dwyer Inwood Addition, an unrecorded plat, and being all of that certain tract of land to Joe C. Thompson, Jr., by deed recorded in Volume 87001, Page 3230, of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1 /2 inch iron rod set with "Peiser & Mankin Surv" red plastic cap (hereinafter referred to as 1 /2 inch iron rod set) for the northeast corner of the herein described tract, same being in the southwesterly right-of-way line of Inwood Road (a 100' right-of-way), same being the most easterly southeast corner of The Attic, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 77197, Page 1570, said Map Records;

Thence South 17 deg. 15 min. 00 sec. East, along the southwest right-of-way line of said Inwood Road, passing the southeast corner of said Lot 1, Block 1, O'Dwyer Inwood Addition, same being the northeast corner of aforesaid Lot 1, Block 1, Rinehart Inwood Addition, and continuing a total distance of 295.63 feet to a 1/2 inch iron rod set for the southeast corner of the herein described tract, same being North 17 deg. 15 min. 00 sec. West, 11.31 feet from the southeast corner of said Lot 1, Block 1, Rinehart Inwood Addition, same being the northeast corner of that certain tract of land to 14885 Inwood Road LLC, by deed recorded in Instrument Number 200600478170, Official Public Records, Dallas County, Texas, same being the northeast corner of that certain tract of land to Inwood North Partners, by deed dated March 24, 1983, as recorded in Volume 83063, Page 3848, aforesaid Deed Records;

Thence along the common line of said Thompson tract, and said 14885 Inwood Road tract as follows:

South 90 deg. 00 min. 00 sec. West, a distance of 563.69 feet to an 'X' cut set in concrete for an angle point;

South 37 deg. 11 min. 42 sec. West, a distance of 13.56 feet to an 'X' cut set in concrete for an angle point, same being in the south line of said Lot 1, Block 1, Rinehart Inwood Addition;

South 90 deg. 00 min. 00 sec. West, a distance of 5.40 feet to an 'X' cut found in concrete for the southwest corner of the herein described tract, same being the southwest corner of said Lot 1, Block 1, Rinehart Inwood Addition, same being the northwest corner of said 14885 Inwood Road tract, same being in the east line of Lot 2, Inwood West Addition, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 91199, Page 3395, aforesaid Deed Records;

EXHIBIT A

Thence North 00 deg. 00 min. 00 sec. East, along the common line of said Thompson tract, said Lot 1, Block 1, Rinehart Inwood Addition, and said Lot 2, passing an 'X' cut found at a distance of 95.50 feet for the northwest corner of said Lot 1, Block 1, Rinehart Inwood Addition, same being the northeast corner of said Lot 2, same being the most southerly southeast corner of aforesaid The Attic, and continuing along the common line of said Thompson tract, and said The Attic, a total distance of 263.84 feet to an 'X' cut found in concrete for the most westerly northwest corner of said Thomson tract, same being an angle point in said The Attic;

Thence North 45 deg. 00 min. 00 sec. East, a distance of 41.43 feet to a corner for the most northerly northwest corner of said Thompson tract;

Thence North 90 deg. 00 min. 00 sec. East, continuing along the common line of said Thompson tract, and said The Attic, a distance of 160.32 feet to the Point of Beginning and containing 65,583 square feet or 1.506 acres of computed land, more or less .

EXHIBIT B

SITE PLAN

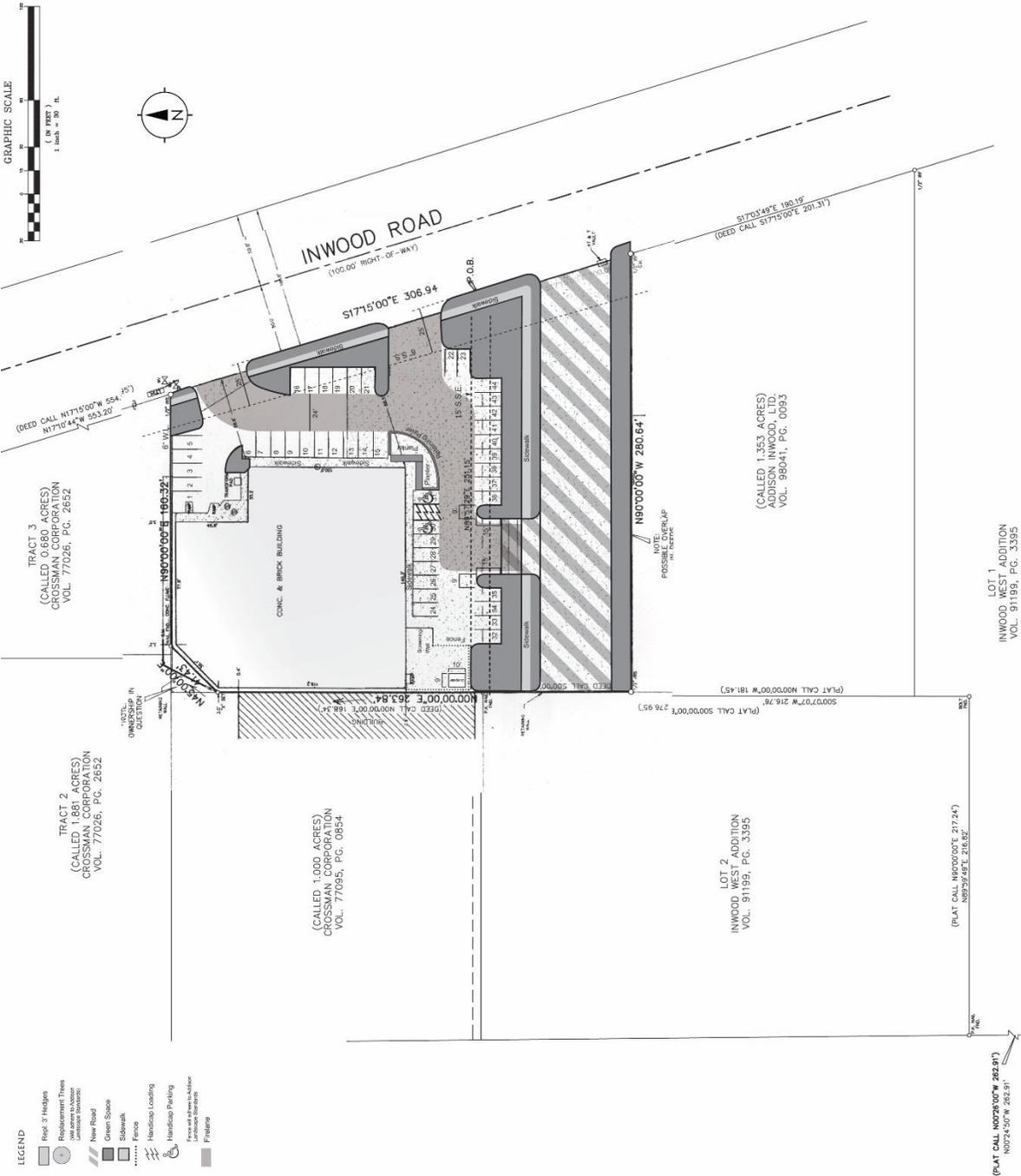
SITE PLAN NOTES

1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. All signage, whether permitted, shall be screened in accordance with the zoning Ordinance.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures.
4. All signage is subject to town approval.
5. All other details shown on the site plan and are subject to building inspection Division approval.
6. No existing trees will be preserved.

Current Zoning: Commercial 1
 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail/Assembly
 Building Area: 18,600 Sq. Ft.
 Required Greenpace: 20% (10,044 Sq. Ft.)
 Greenpace Provided: 230% (11,380 Sq. Ft.)
 Lot Coverage: 57%
 Sq. Ft. of Impervious Surface: 38,841 Sq. Ft.
 1 per 1,000 sq. ft. of impervious surface (44 trees/lot)
 Current number of parking: 44
 Handicap parking is provided in accordance with ADA requirements.
 Planter Dimensions: 20'x43'

**THE FISH GALLERY -
 15903 INWOOD ROAD ADDISON, TX 75001**

LEGAL E: DSHAH PANCOAST ABT 1.66 PG 536
 LEGALE: VCL 911199 EX 2586 CO DALLAS
 ADDITION WEST ADDITION
 Acreage: 1.53 Acres
 Survey number: P-3670
 07/20/2017, 09/26/2017, 06/16/2017, 09/21/2017, 02/27/2017, 11/03/2017,
 11/09/2017



VICINITY MAP
 NOT TO SCALE

ACTION	
APPROVED	DENIED
STAFF	COMMISSION
COUNCIL	PLANNING

OWNER:	DOC. C. THOMPSON JR.
ADDRESS:	3114 W. WINDYBROOK DR. #313
	DALLAS, TX 75233
APPLICANT:	ADDISON DEVELOPMENT
	3909 KOONMAN VIEW DRIVE
	HOUSTON TX 77057

EXHIBIT B

LANDSCAPE PLAN

- STIPULAN NOTES**
1. All services to this plan will begin. These approval and will require revisions to any corresponding plans to avoid conflicts between plans.
 2. Open staging, where permitted, shall be screened in accordance with the zoning.
 3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures.
 4. Alternative fire protection measures may be approved by the Fire.
 5. All signage is subject to town approval.
 6. All fences and retaining walls shall be shown on the site plan and are subject to town approval.
 7. No existing trees will be preserved.

Current Zoning: Commercial I
 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail Assembly
 Proposed Lot Area: 11,150 Acres
 Building Area: 18,500 Sq. Ft.
 Required Greenpace: 200/10,000 Sq. ft.
 Proposed Greenpace: 230/11,300 Sq. ft.
 Proposed Tree: 100
 Lot coverage: 57%
 Sq. Ft. of impervious surface: 38,841 Sq. Ft.
 1 per thousand workers (Est. 44 workers)
 Current number of parking: 44
 Proposed number of parking: 100
 Proposed lot area: 11,150 Sq. Ft.
 Proposed lot dimensions: 30x143'

**THE FISH GALLERY -
 15003 INWOOD ROAD ADDISON, TX 75001**

LEGAL 1: VOL. 177085, PG. 0854
 LEGAL 2: VOL. 177085, PG. 0854
 LEGAL 3: VOL. 177085, PG. 0854
 LEGAL 4: VOL. 177085, PG. 0854
 LEGAL 5: VOL. 177085, PG. 0854
 LEGAL 6: VOL. 177085, PG. 0854
 LEGAL 7: VOL. 177085, PG. 0854
 LEGAL 8: VOL. 177085, PG. 0854
 LEGAL 9: VOL. 177085, PG. 0854
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 LEGAL 98: VOL. 177085, PG. 0854
 LEGAL 99: VOL. 177085, PG. 0854
 LEGAL 100: VOL. 177085, PG. 0854

- Tree Requirement**
- 1 Tree per 300 sq. ft. of linear frontage.
 - Trees needed on east side: (0)
 - Trees needed on south side: (8)
 - Trees needed on north side: (8)
 - Trees provided on south side: (9)
 - Trees provided on north side: (9)
- Shrubbery Requirement**
- One shrub planted (three to three and one-half feet on center - will comply with Addison Landscape Code.

LOCATION KEY



VICINITY MAP
 NOT TO SCALE

APPROVED	DESIGNED
STAFF	DATE
COUNCIL	DATE
OFFICE: CROSSMAN CORPORATION, 3322 SHORTLEAF DRIVE #235, ADDISON, TX 75001-3325, 214-707-5443 APPLICANT: INGLE DINGALSON, 10010 W. 7001 ST., FLOUIN, TX 75075	

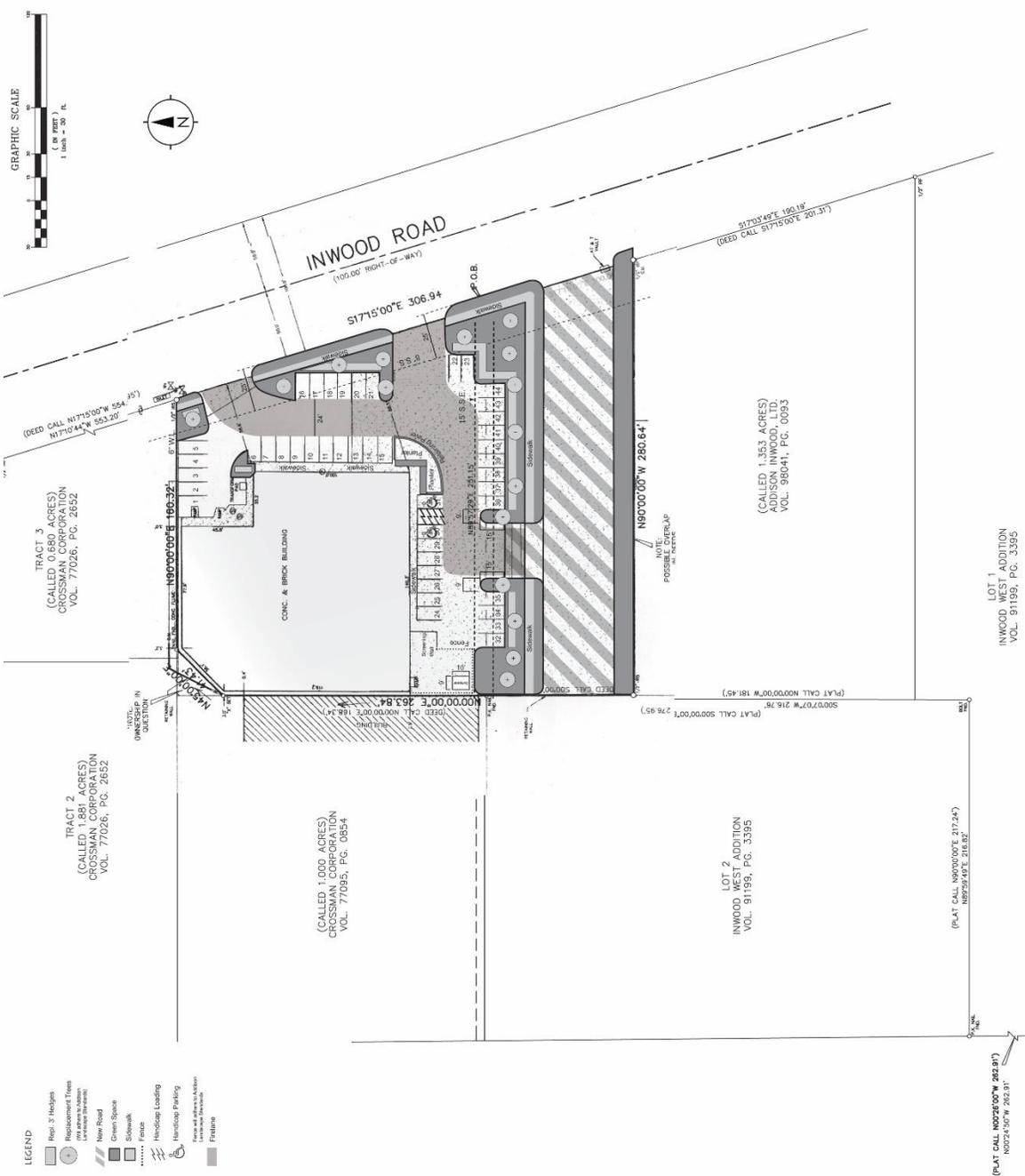


EXHIBIT B

15003 INWOOD ROAD ELEVATION

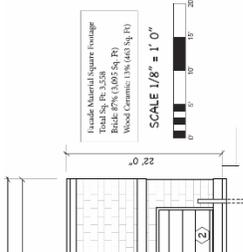
**BRICK (75% COVERAGE)
CREAM COLOR**

**MINIMUM ROOF SLOPE: 12% COVERAGE
FOR FLASHING**

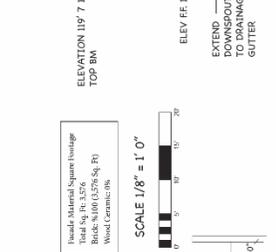
**ROOF FINISH: 1/2" ASPHALT/FLY ASH, 1/2" GYP
CONCRETE, 1/2" POLYURETHANE INSULATION, 1/2" GYP
INSTALLATION SYSTEM AND AN INTEGRATED RAINFURROW.**

REMARKS AND NOTES

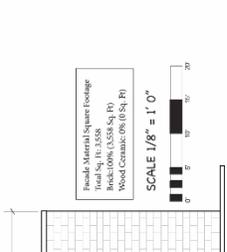
- This facade plan is for conceptual purposes only.
- All building plans require review and approval by Development Services.
- All exterior finishes shall be approved by Development Services.
- When permitted, exposed utility lines and conduits shall be permitted to match like building.
- All signage areas and locations are subject to approval by Development Services.
- Roof access shall be provided internally unless otherwise permitted by the City Building Official.



RETAIL STORE - EAST SIDE



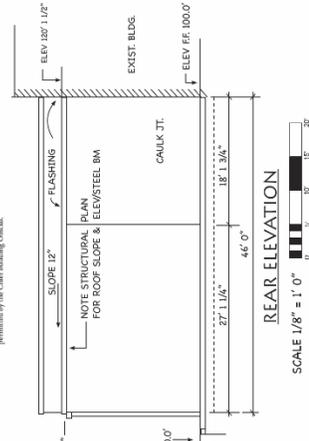
NORTH SIDE ELEVATION



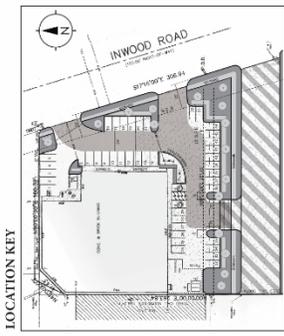
RETAIL STORE - WEST SIDE



SOUTH SIDE ELEVATION



REAR ELEVATION



LOCATION KEY

**THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001**

LEGAL E. JOSEPH PANDOLFI ABST L186 PG 236
LEGAL 4. W08700103300122888 CO DALLAS
BLOCK 103300103300122888 CO DALLAS
ACREAGE: 1.153 ACRES

STREET NUMBER: 15-870
Prop. Dates: 9/20/17, 10/19/17, 10/19/17, 10/21/17, 10/27/17, 11/3/17, 11/8/17

OWNER:
JOE C. THOMPSON JR.
15003 INWOOD ROAD UNIT #235
DALLAS, TX 75235
214-707-6463

APPLICANT:
ROGER DIGREGORI
2909 FOUNTAIN VIEW DRIVE
HOUSTON, TX 77037

1766-Z

PUBLIC HEARING Case 1766-Z/Fish Gallery. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 15003 Inwood Rd., which property is currently zoned C-1, to a PD, Planned Development district, allowing all C-1 uses, plus manufacturing and assembly uses, and establishing modified development standards.

LOCATION MAP





November 16, 2017

STAFF REPORT

RE: Case 1766-Z/Fish Gallery
LOCATION: 15003 Inwood Road
REQUEST: Approval of an ordinance rezoning the property from C-1 (Commercial-1) to a PD (Planned Development), with modified development standards
APPLICANT: Roger Degregori

DISCUSSION:

Background: The property located at 15003 Inwood Road is currently a vacant one-story retail building of approximately 18,500 square feet, and was most recently occupied by Sigel's liquor store. The site is bordered by another single-story retail center to the south and a self-storage facility, consisting of several single-story buildings, to the north and west.

The site is zoned Comerccial-1, C-1, which allows for a variety of retail/showroom and office uses, but does not allow manufacturing or parts assembly.

The site was developed in 1983 and is required to abide by the zoning requirements in place at that time. The current landscaping regulations were approved in 2008, meaning that this site, as it is today, is exempted from these regulations. However, the regulations state that they become applicable at such time a property is rezoned, including to a Planned Development district.

Proposed Use: Fish Gallery is proposing to purchase this building and use a third of the space into retail/showroom and office space totaling approximately 6,300 square feet. Most of the building, 12,200 square feet, would be converted to manufacturing and aquarium assembly space, inclusive of a large oven for molding glass, a welding room, an acrylic sanding and polishing room, a build room with finishing tables, and a separate space with a variety of machinery.

Manufacturing and parts assembly uses are considered industrial type uses and are currently only allowed in the Town's three Industrial districts. Development standards in the Industrial district are typically lower than those in the Town's other zoning districts and are not in keeping with the Town's vision for this corridor. In working with the applicant, staff indicated that elevating the quality of development on this corridor was an important goal for the Town. Therefore, Fish Gallery is requesting to rezone the property to a Planned Development primarily to adjust the list of allowed uses to include manufacturing and parts assembly, as well as provide for modified standards.

Proposed Plan: The application is proposing to repurpose the existing single-story building for the proposed uses. The exterior facades of the building would be upgraded to add masonry. The site would also see increases in the amount of landscaping as well as the construction of sidewalks.

Additionally, the applicant has agreed to donate the southern portion of this property for street right-of-way to assist the Town's vision of creating a street that would provide a connection between Beltway Drive and Inwood Road.

Exterior Facades: The building is primarily constructed from concrete masonry units (CMU). The applicant is proposing to add brick over the CMU and a small percentage of Nichiha's Illumination fiber cement panels, made to look like wood, which would be a first time use for this type of product within the Town of Addison. However, several surrounding cities, such as Richardson and Farmers Branch, have already allowed the use of this material as part of their masonry requirement and have a very favorable outlook on the quality of this product.

Parking: The parking requirements for this Planned Development would mirror the general requirements found in the Commercial-1 district and Industrial-1 district for manufacturing uses. The uses being proposed would be parked at a retail ratio requiring 1 space per 200 square feet and a manufacturing ratio requiring 1 space per 1,000 square feet. Based on 6,300 square feet of proposed retail space, 32 parking spaces would be required, and based on 12,200 square feet of manufacturing space, 12 parking spaces would be required.

Fire Access: The plans have been reviewed by the Fire Marshal to ensure sufficient site access and building coverage. Current requirements call for a 24-foot-wide fire lane. The submitted site plans show that such requirement will be met.

Landscaping: In addition to the proposed Landscape Plan, the applicant has submitted an interim plan that will govern until the future street connection is made along the southern portion of this property. Both plans have been reviewed by the Parks Department to ensure compliance with the Town's Landscape Ordinance. The Landscape Ordinance requires that properties be

brought up to current standards when they are rezoned, which calls for 20 percent of the entire site to be landscaped, parking lot landscaping, and a 25-foot landscaping setback from the street. While not all requirements are met, staff believes that given the site constraints, as well as the applicant's willingness to donate a portion on the property for street right-of-way, the provided landscape plans are adequate.

Comprehensive Plan: In 2016, the Town completed the Inwood Road Enhancement Zone Study. The findings of this study were ultimately adopted in 2017 as a Comprehensive Plan amendment, identifying goals of promoting higher density, diverse, mixed-use redevelopment with focus on pedestrian safety, walkability, and connectivity especially through additional east/west connections. In addition to these goals, the Plan describes "character districts" that were intended to guide future zoning decisions on land use and development standards.

This property falls within the Inwood District. According to the Plan, the permissible uses in the Inwood District include dining/retail, office, hotel or some mix of those uses. The Plan also calls for transitioning to multi-level buildings of 2-4 stories.

Based on the recent Comprehensive Plan amendment, staff has concerns with the proposed density and use, which do not comply with the Town's vision for this area.

RECOMMENDATION: DENIAL

While this business would be appropriate (and welcomed) in the Town's industrial districts, the Comprehensive Plan is very clear regarding the Town's vision for this area. This plan does advance elements of the Comprehensive Plan such as improving pedestrian connectivity and beginning to establish an alignment for a future street connection between Beltway Drive and Inwood Road. These elements, however, are not unique to this proposal and would likely be required of any future rezoning of this property.

Due to the manufacturing/assembly component of this use, staff is recommending denial of this request. The Inwood character district was not intended to include industrial type uses such as manufacturing. Furthermore, the vision created in the Inwood Road Enhancement Zone was for larger scale, higher density development with a mix of uses. The proposed plan does not move this property towards that vision.

Should the Commission desire to approve this project, staff would propose that, given the Town's vision for a more activated streetscape, the applicant revise the façade to include more glazing along the retail/showroom space of this building.

Land Use Analysis

Attributes of Success Matrix

Fish Gallery, 15003 Inwood Road

1766-Z

Attribute	Comment	Score
Competitive	The proposed use would not enhance the long-term competitiveness of this property.	
Safe	The property will provide sidewalks to allow for safer pedestrian travel. Additionally, the building will be required to upgrade their fire suppression system.	
Functional	Based on the proposed site, landscape, drainage, and utility plans the project appears to be functional.	
Visually Appealing	While the facades meet the masonry requirements for the Town, the proposed design could be adjusted to provide additional visual appeal.	
Supported with Amenities	The site is not surrounded by many amenities.	
Environmentally Responsible	The plan meets the Town's landscaping requirements, but does not include other sustainable elements.	
Walkable	The proposed site and landscape plans meet the Master Transportation Plan requirements, but is not well connected to additional other uses.	
Overall Assessment	The proposed development does not represent the highest and best use of this site and does not comply with the Comprehensive Plan.	



Case 1766-Z/Fish Gallery

November 21, 2017

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 21, 2017, voted to recommend approval of an ordinance rezoning the property located at 15003 Inwood Rd, from Commercial-1 (C-1) to Planned Development (PD) to allow all C-1 uses, plus manufacturing and assembly uses, and establish modified development standards, subject to the following condition:

- The applicant shall increase the glazing on the building elevations fronting the street

Voting Aye: Griggs, Groce, Meleky, Schaeffer, Wheeler

Voting Nay: none

Absent: Robinson, Morgan

SPEAKERS AT THE PUBLIC HEARING:

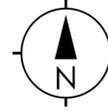
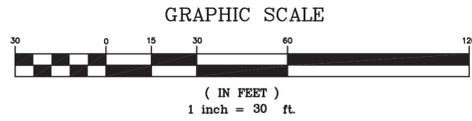
For: none

On: none

Against: none

LEGEND

-  Repl. 3' Hedges
-  Replacement Trees
(Will adhere to Addison Landscape Standards)
-  New Road
-  Green Space
-  Sidewalk
-  Fence
-  Handicap Loading
-  Handicap Parking
-  Fence will adhere to Addison Landscape Standards
-  Firelane



SITE PLAN

SITE PLAN NOTES

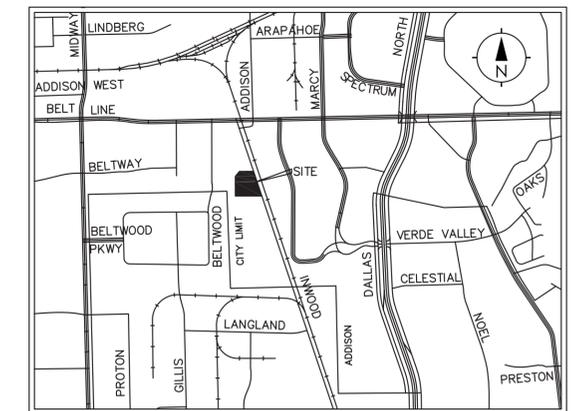
1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the zoning Ordinance.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures.
Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to town approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to building Inspection Division approval.
6. No existing trees will be preserved

Current Zoning: Commercial 1
 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail/Assembly
 Total LOT area: 50,221 SQ. FT (1.153 Acres)
 Building area: 18,500 Sq. ft
 Required Greenspace: 20%/10,044 Sq. ft
 Greenspace Provided: 23%/11,380 Sq. ft
 Height: 27 Ft., 1 story
 lot coverage: 37%
 Sq. Ft. of impervious surface: 38,841 Sq. Ft
 Total Parking: 5/per 1,000 Retail
 1 per/Thousand warehouse (Est. 44 needed)
 Current number of parking: 44
 Handicap parking is provided in accordance with ada standards
 Planter Dimensions: 20'x4'x3'

**THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001**

LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 Lot Number: Lot 1 Block 1
 Acreage: 1.153 Acres
 Survey number: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017

LOCATION KEY



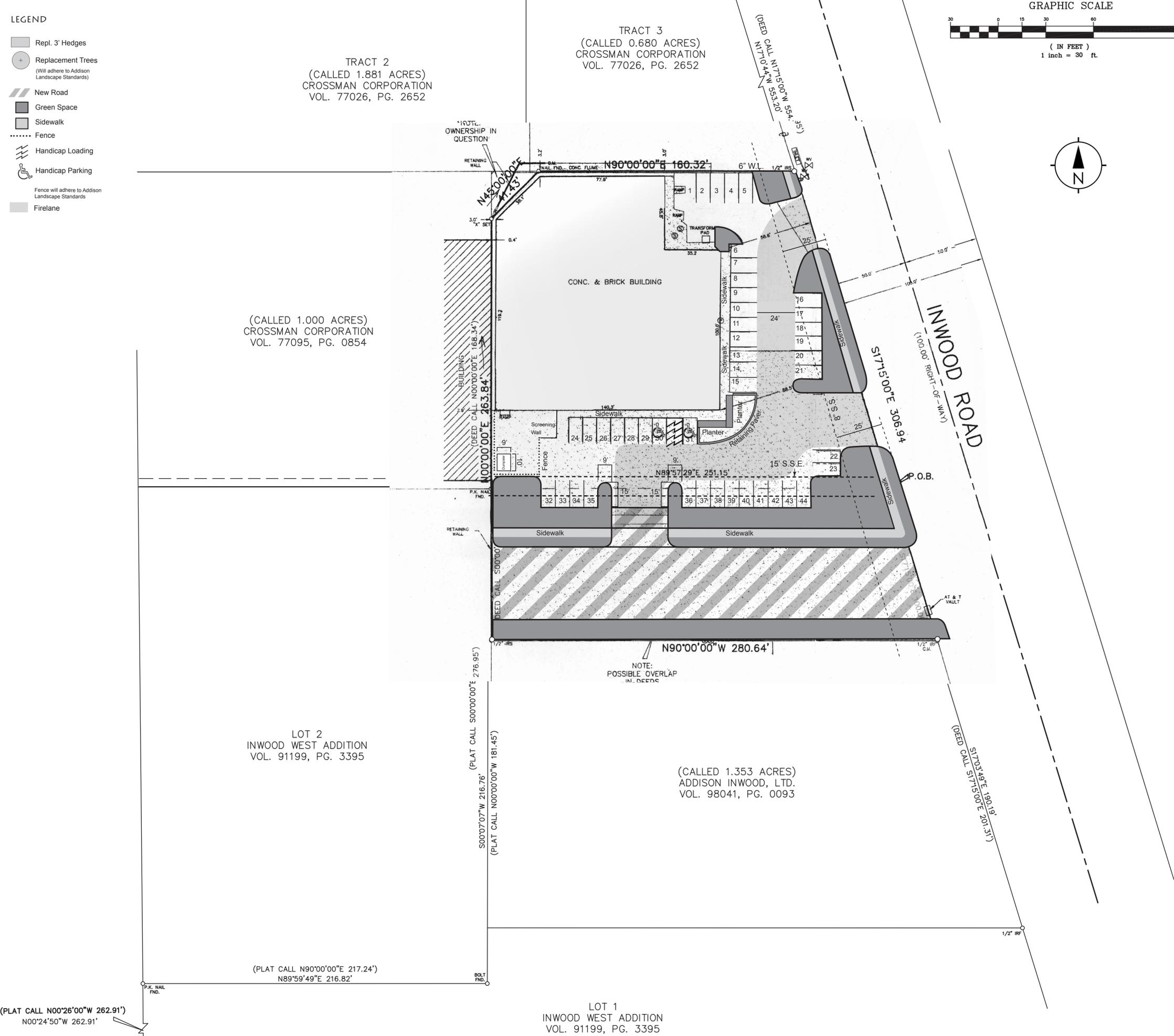
VICINITY MAP
NOT TO SCALE

ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
COUNCIL _____	_____
Date _____	Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of this project.

OWNER:
 JOE C. THOMPSON JR.
 3322 SHORECREST DRIVE #2335
 DALLAS, TX, 75235
 214-707-6463

APPLICANT:
 ROGER DEGREGORI
 2909 FOUNTAIN VIEW DRIVE
 HOUSTON TX, 77057



NOTE:
POSSIBLE OVERLAP
IN DEEDS

(PLAT CALL N00°26'00"W 262.91')
N00°24'50"W 262.91'

(PLAT CALL N90°00'00"E 217.24')
N89°59'49"E 216.82'

LOT 1
INWOOD WEST ADDITION
VOL. 91199, PG. 3395

(CALLED 1.353 ACRES)
ADDISON INWOOD, LTD.
VOL. 98041, PG. 0093

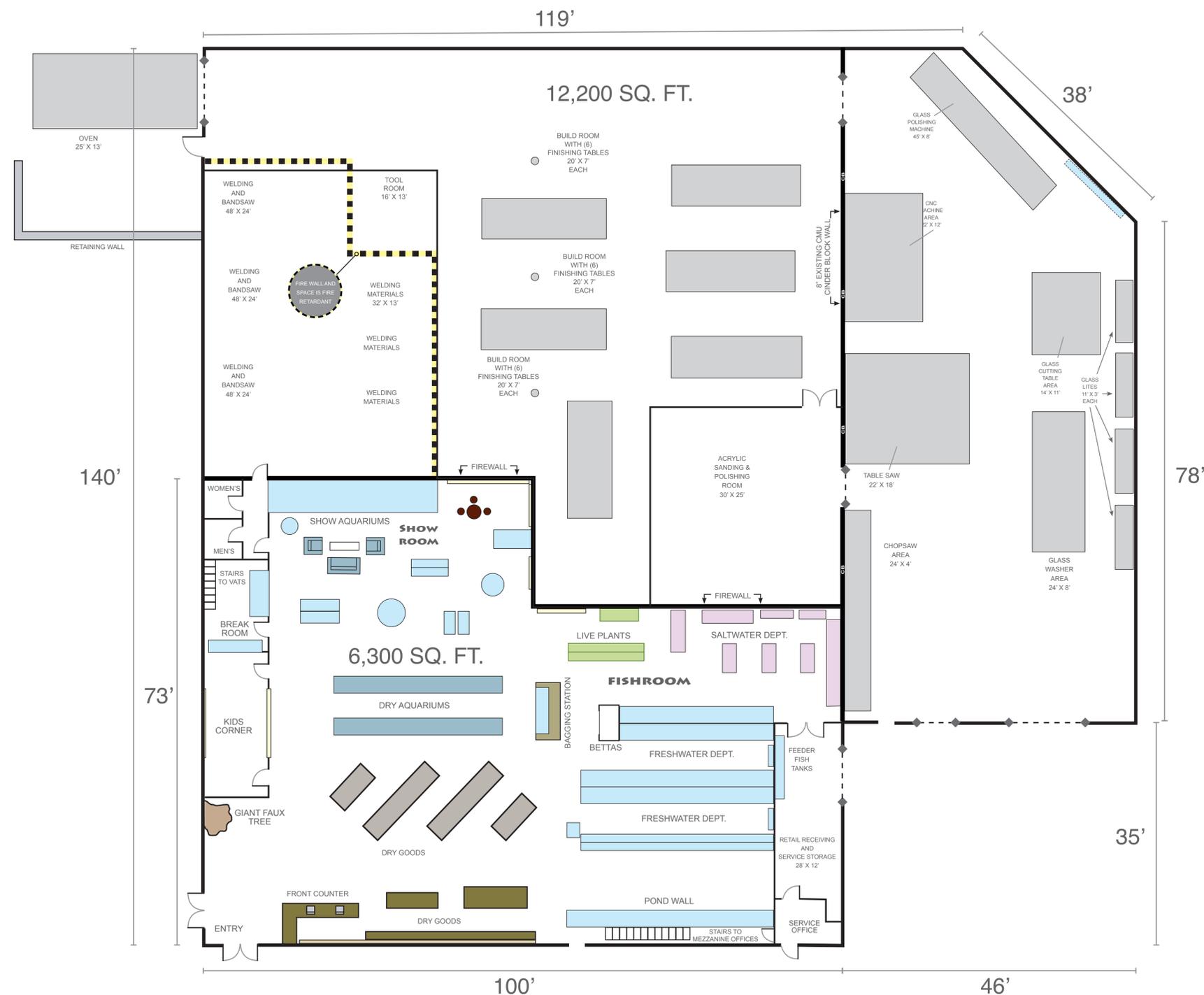
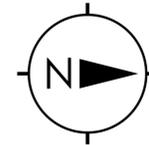
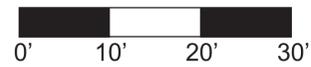
LOT 2
INWOOD WEST ADDITION
VOL. 91199, PG. 3395

(CALLED 1.000 ACRES)
CROSSMAN CORPORATION
VOL. 77095, PG. 0854

TRACT 2
(CALLED 1.881 ACRES)
CROSSMAN CORPORATION
VOL. 77026, PG. 2652

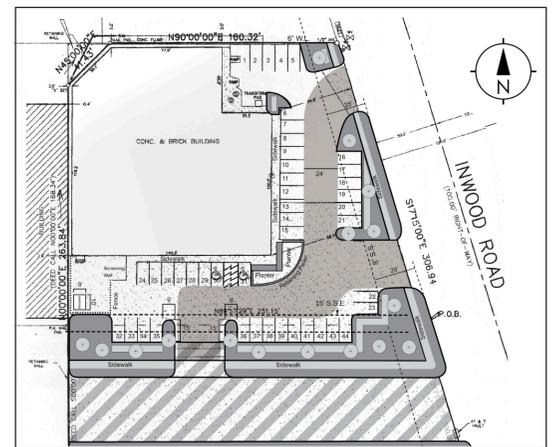
TRACT 3
(CALLED 0.680 ACRES)
CROSSMAN CORPORATION
VOL. 77026, PG. 2652

SCALE 1" = 10' 0"



Total Square Footage 18,500
 Retail 6,300 SQ. FT. (34%)
 Warehouse/Fabrication 12,200 SQ. Ft. (66%)

LOCATION KEY



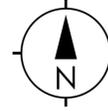
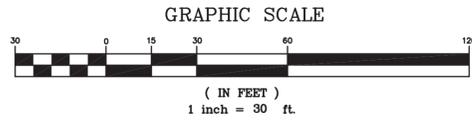
THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001
 LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 LOT NUMBER: LOT 1 BLOCK 1
 ACREAGE: 1.153 ACRES
 SURVEY NUMBER: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017

OWNER:
 JOE C. THOMPSON JR.
 3322 SHORECREST DRIVE #235
 DALLAS, TX, 75235
 214-707-6463

APPLICANT:
 ROGER DEGREGORI
 2909 FOUNTAIN VIEW DRIVE
 HOUSTON TX, 77057

LEGEND

-  Repl. 3' Hedges
-  Replacement Trees
(Will adhere to Addison Landscape Standards)
-  New Road
-  Green Space
-  Sidewalk
-  Fence
-  Handicap Loading
-  Handicap Parking
-  Fence will adhere to Addison Landscape Standards
-  Firelane



LANDSCAPE PLAN

SITE PLAN NOTES

1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the zoning Ordinance.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures.
Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to town approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to building Inspection Division approval.
6. No existing trees will be preserved

Current Zoning: Commercial 1
 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail/Assembly
 Total LOT area: 50,221 SQ. FT (1.153 Acres)
 Building area: 18,500 Sq. ft
 Required Greenspace: 20%/10,044 Sq. ft.
 Greenspace Provided: 23%/11,380 Sq. ft
 Height: 27 Ft., 1 story
 lot coverage: 37%
 Sq. Ft. of impervious surface: 38,841 Sq. Ft
 Total Parking: 5/per 1,000 Retail
 1 per/Thousand warehouse (Est. 44 needed)
 Current number of parking: 44
 Handicap parking is provided in accordance with ada standards
 Planter Dimensions: 20'x4'x3'

**THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001**

LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 Lot Number: Lot 1 Block 1
 Acreage: 1.153 Acres
 Survey number: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017

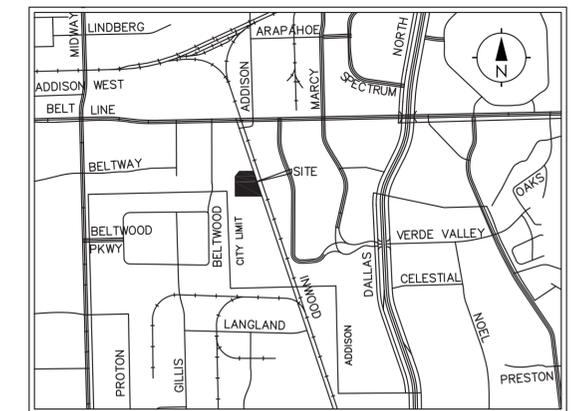
Tree Requirement

- 1 tree per 30 feet of linear frontage.
- Trees needed on east side (8)
- Trees proved on east side (8)
- Trees needed on south side (8.8)
- Trees provided on south side (9)

Shrubbery Requirement

One shrub planted Three to Three and one half feet on center - will comply with Addison Landscape Code.

LOCATION KEY



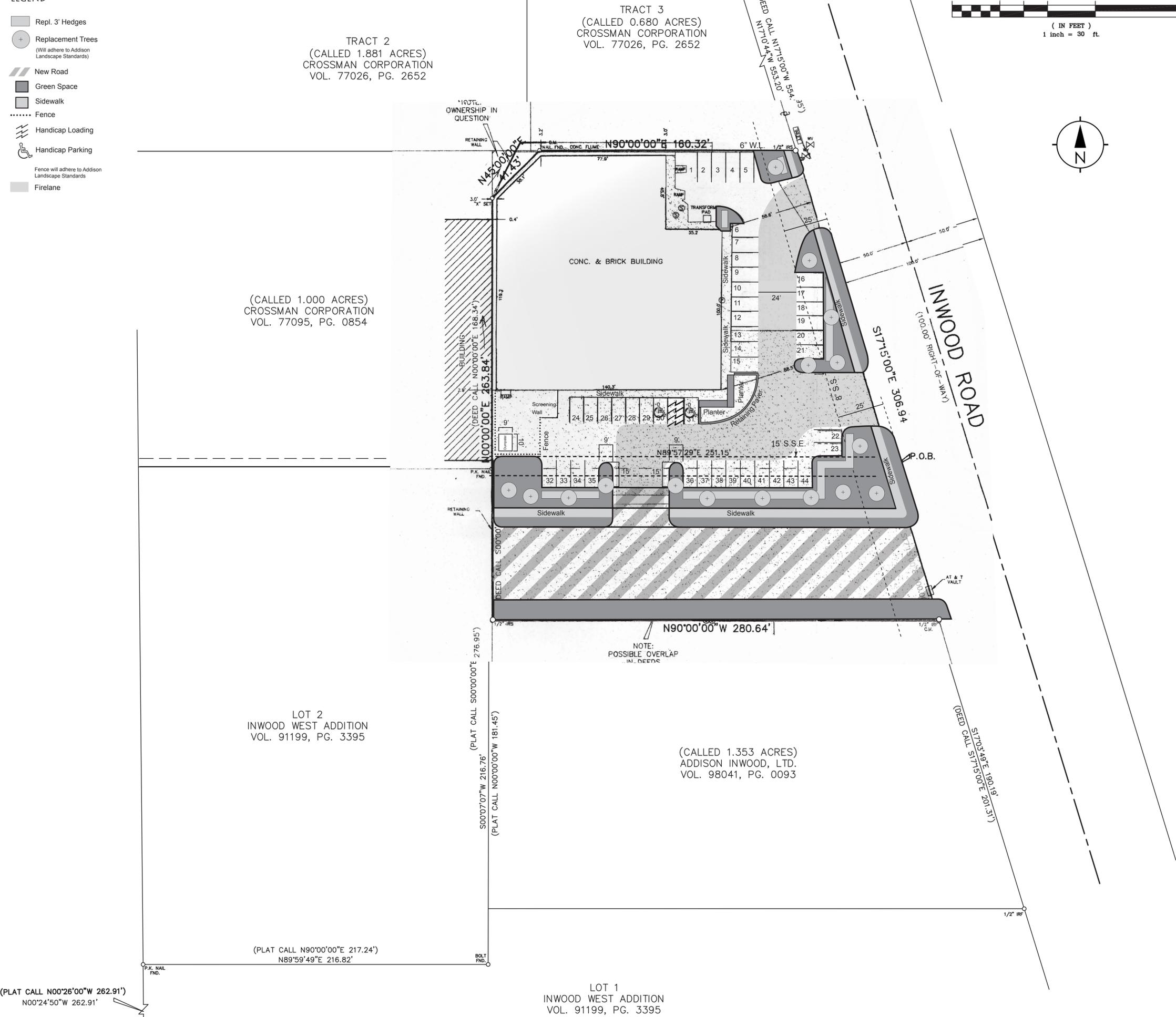
VICINITY MAP
NOT TO SCALE

ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
COUNCIL _____	_____
Date _____	Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of this project.

OWNER:
 JOE C. THOMPSON JR.
 3322 SHORECREST DRIVE #2335
 DALLAS, TX, 75235
 214-707-6463

APPLICANT:
 ROGER DEGREGORI
 2909 FOUNTAIN VIEW DRIVE
 HOUSTON TX, 77057



(PLAT CALL N00°26'00"W 262.91')
N00°24'50"W 262.91'

(PLAT CALL N90°00'00"E 217.24')
N89°59'49"E 216.82'

LOT 1
 INWOOD WEST ADDITION
 VOL. 91199, PG. 3395

(CALLED 1.353 ACRES)
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LOT 2
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(CALLED 1.000 ACRES)
 CROSSMAN CORPORATION
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TRACT 2
 (CALLED 1.881 ACRES)
 CROSSMAN CORPORATION
 VOL. 77026, PG. 2652

TRACT 3
 (CALLED 0.680 ACRES)
 CROSSMAN CORPORATION
 VOL. 77026, PG. 2652

NOTE:
 POSSIBLE OVERLAP
 IN DEEDS

Work Session and Regular Meeting**Meeting Date:** 12/12/2017**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for 7-Eleven, Located at 3710 Belt Line Road, from the Code of Ordinances, Chapter 62 Section 62-140. - Gasoline Signs in Order to Permit a Total Number of Signs Exceeding the Allowed Maximum.**

BACKGROUND:

In 2015, the Town of Addison amended the Sign Code to allow for an increase in the size of gasoline price-per-gallon signs, from four square feet to twelve square feet, and to limit the number of signs by allowing one sign for every four pumps, up to a maximum of four signs total. Prior to this change, there was no limit on the number of signs that could be installed. Based on these changes, this section of the Sign Code currently reads as follows:

Section 62-140. – Gasoline signs.

Gasoline price per gallon or credit card signs may be mounted on pump islands only, with a maximum area of any single sign face not to exceed 12 square feet. One such sign shall be allowed for every four pumps up to a maximum of four signs. All other signage on a pump or pump island shall be limited to the business or fuel identification, operational instructions and state required information.

The 7-Eleven/ExxonMobil located on the southeast corner of Belt Line Road and Marsh Lane, at 3710Belt Line Road, recently upgraded their gas station signage. This process started in March of 2017 and includes discussions with staff and an early submittal of plans. Some of the elements proposed in the early submittal resulted in the meritorious exception request that the Council considered on June 27, 2017 for the “wave,” “blade,” and “koala ear” signs. That request was denied and resulted in additional discussions and plan submittals during the Summer and early Fall.

A component of the proposed changes included replacing the four existing manual changeable copy gasoline price-per-gallon signs with four new LED Price signs. Although gasoline price signs do not require permits, staff notified the sign contractor on three occasions during conversations about the other proposed signage that any new price signs would need to comply with Section 62-140.

In September, staff was on-site inspecting other signs that did require permits and observed the four new LED price signs. Since the property has twelve fuel pumps

and Section 62-140 permits one sign for every four pumps, the the property is only permitted to have three signs. Staff issued a notice of violation indicating that one of the signs needs to be removed. The property owner is requesting a meritorious exception to be allowed to keep the fourth sign.

Please see the attached application for photos and plans of the existing and proposed signage.

RECOMMENDATION:

Administration recommends denial.

Attachments

Ordinance - 7-Eleven Meritorious Exception

Application - 7-Eleven/ExxonMobil

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 017-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS GRANTING A MERITORIOUS EXCEPTION TO SECTION 62-140 OF CHAPTER 62 OF THE CODE OF ORDINANCES TO ALLOW A TOTAL OF FOUR GASOLINE PRICE SIGNS ON THE PROPERTY LOCATED AT 3710 BELT LINE ROAD, 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 provisions 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, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and promotes the visual environment of the Town.

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 62-140 of Chapter 62 of the Code of Ordinances is hereby granted to allow a total of four digital gasoline price signs, as detailed in **Exhibit A** for 7-Eleven, located at 3710 Belt Line Road. 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.

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 12th day of December, 2017.

Joe Chow, Mayor

ATTEST:

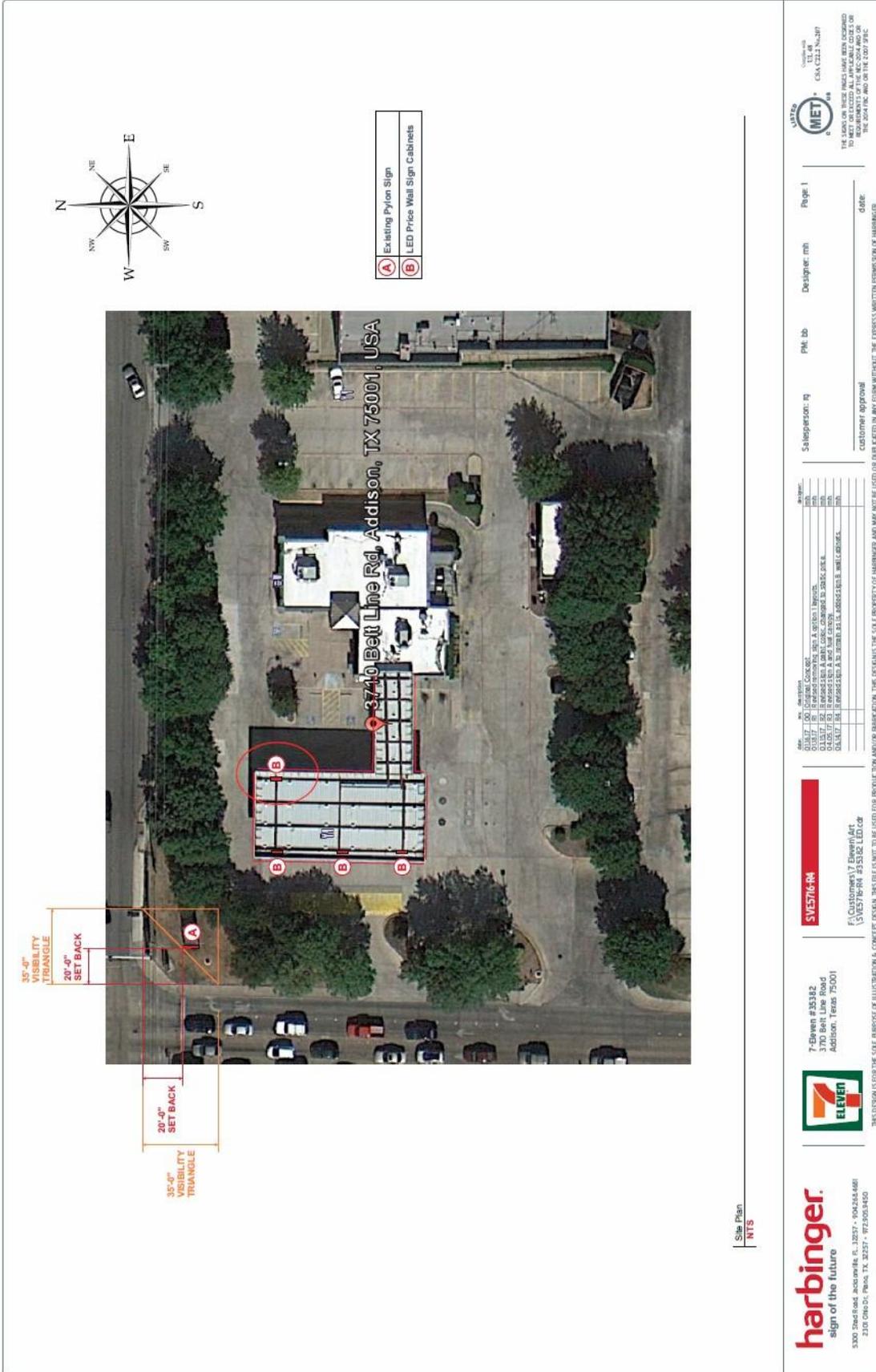
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Ordinance No. _____

Exhibit A



Site Plan
RTS

DATE: 01/18/21
 PREPARED BY: J. GARCIA
 CHECKED BY: J. GARCIA
 APPROVED BY: J. GARCIA
 DRAWN BY: J. GARCIA

PROJECT: 15185716-04
 CLIENT: 15185716-04

DESIGNER: mth
 SALESPERSON: rj
 PH: db
 PAGE: 1

DATE: 01/18/21
 PREPARED BY: J. GARCIA
 CHECKED BY: J. GARCIA
 APPROVED BY: J. GARCIA
 DRAWN BY: J. GARCIA

harbinger.
sign of the future

5300 South Road, Jacksonville, FL 32217 • 904.264.6681
 2310 Grand Blvd., Dallas, TX 75201 • 972.202.9450

7-DAYWEEK #35382
 3710 Belt Line Road
 Addison, Texas 75001

15185716-04
 15185716-04

7-DAYWEEK #35382
 3710 Belt Line Road
 Addison, Texas 75001

15185716-04
 15185716-04

7-DAYWEEK #35382
 3710 Belt Line Road
 Addison, Texas 75001

15185716-04
 15185716-04

7-DAYWEEK #35382
 3710 Belt Line Road
 Addison, Texas 75001

15185716-04
 15185716-04

Ordinance No. _____

Exhibit A

**NOTE: EXISTING (THREE 3) STATIC GAS PRICE WALL CABINETS TO BE REMOVED & DISPOSED OF.
NOTE: DEDICATED 20 AMP CIRCUIT REQUIRED FOR LED GAS PRICE CABINET, MUST BE PROVIDED BY CUSTOMER**



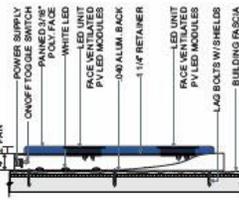
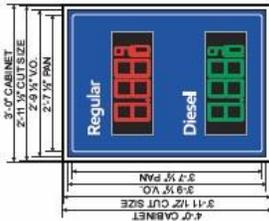
EXISTING CONDITION:



PROPOSED ELEVATION:

Photo Overlay - Fuel Canopy Elevation - Sign B

NTS



MANUFACTURE & SHIP FOUR (4) CUSTOM SIF INTERNALLY ILLUMINATED LED GAS PRICE WALL SIGN CABINETS WITH RED & GREEN LEDS. 3/16" THICK PAN FORMED WHITE POLYCARBONATE FACE WITH TRANSLUCENT VINYL GRAPHIC'S APPLIED FIRST SURFACE. 4" DEEP EXTRUDED ALUM. CABINET WITH 1 1/4" RETAINERS TO BE PAINTED EXXON P8 EGGSHELL WHITE. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.
 PROPOSED WITH 8" PRICE-VISION RED & GREEN LEDS FOR PRESENTATION.
ACTUAL LEDS WILL BE XOM FACE VENTILATED PV LED MODULES PROVIDED BY XOM SIGN SUPPLIER.

VINYL SPECS:
 3M 3030-8248 BLUE
 EXXON P8 EGGSHELL WHITE
 EXXON P8 EGGSHELL WHITE

LED UNIT SIZE: 11.467" X 26.537"
 LED CHARACTER SIZE: 8"

Face & Side Detail - Custom Wall Sign Cabinet - Sign B
 1/4" = 1'-0"

Display Square Footage (Cabinet): 12.0



SHEET NO. 11
 DATE: 03.27.17
 DRAWN BY: J. B. HARRIS
 CHECKED BY: J. B. HARRIS
 PROJECT: 176.3346 @ 505.005.1922

SALESPERSON: JG
 DESIGNER: MTH
 DATE:

SVE5706R4
 7'-6 1/2" HIGH X 35.5" WIDE
 3710 Belt Line Road
 Addison, Texas 75001



harbinger.
 sign of the future
 8300 West Road, 4th. Floor, Ft. Worth, TX 76102
 817.332.2222 • 817.332.2222

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Ordinance No. _____

Exhibit A

NOTE: EXISTING STATIC GAS PRICE WALL CABINET TO BE REMOVED & DISPOSED OF.
 NOTE: DEDICATED 20 AMP CIRCUIT REQUIRED FOR LED GAS PRICE CABINET. MUST BE PROVIDED BY CUSTOMER



EXISTING CONDITION:



PROPOSED ELEVATION:

Harbinger Overlay - Fuel Canopy Elevation - Sign B
 NTS

harbinger.
 sign of the future
 5300 Shad Road, Jacksonville, FL 32257 • 904.363.6681
 2010 NRG Dr. Pella, TX 77661 • 817.805.8430



7-Eleven #35382
 3710 Belt Line Road
 Addison, Texas 75001

SVE576-R4

F:\Customer\7-Eleven\Art
 \SVE576-R4 #35382 LED.cdr

DATE	NO.	DESCRIPTION
01/27/17	001	Initial drawing
04/27/17	002	Revised drawing to include sign
05/27/17	003	Revised drawing to include sign
05/27/17	004	Revised drawing to include sign
05/27/17	005	Revised drawing to include sign
05/27/17	006	Revised drawing to include sign
05/27/17	007	Revised drawing to include sign
05/27/17	008	Revised drawing to include sign
05/27/17	009	Revised drawing to include sign
05/27/17	010	Revised drawing to include sign

Scale: _____
 Date: _____
 Designer: mjh
 P/E: db
 Salesperson: rj
 Customer approval: _____

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Page: 4



MERITORIOUS EXCEPTION APPLICATION

To be completed by Town staff: **ONE**

Application date: **11-22-17**

Application/Fee Received: **11-28-17**

Fee paid: **\$6000**

APPLICANT CONTACT

I hereby certify that the information is true and correct to the best of my knowledge.

Name: (printed) Tommy Bell

Company name: Barnett Signs

Address: 4250 Action Dr, Mesquite TX 75150

Phone: 972-681-8800 Email: tommy@barnettsigns.com

Status of Applicant: Owner Tenant Contractor Other: _____

Applicant's Signature: Tommy Bell

INFORMATION ABOUT THE REQUEST

Address or location: 3710 Beltline

Reasons for Meritorious Exception: _____

Looking to be able to reface the 4th under canopy price sign to new LED price sign.. This particular

Sign allows for the store to verify and see pricing from the inside. Please note there were 4

existing signs before and we are just refacing the existing to LED pricer so they will match and by synced up with the others.

SUBMITTAL REQUIREMENTS

You must submit 3 paper copies (11x17) and a PDF of plans showing:

- Lot Lines
- Names of Adjacent Streets
- Location of Existing Buildings and Signs
- Proposed Signs
- Sketch of the Sign with Scale, Dimensions, and Setbacks Indicated

**INFRASTRUCTURE &
DEVELOPMENT SERVICES**

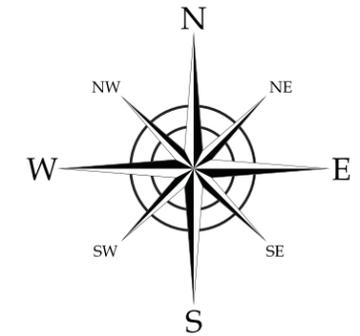
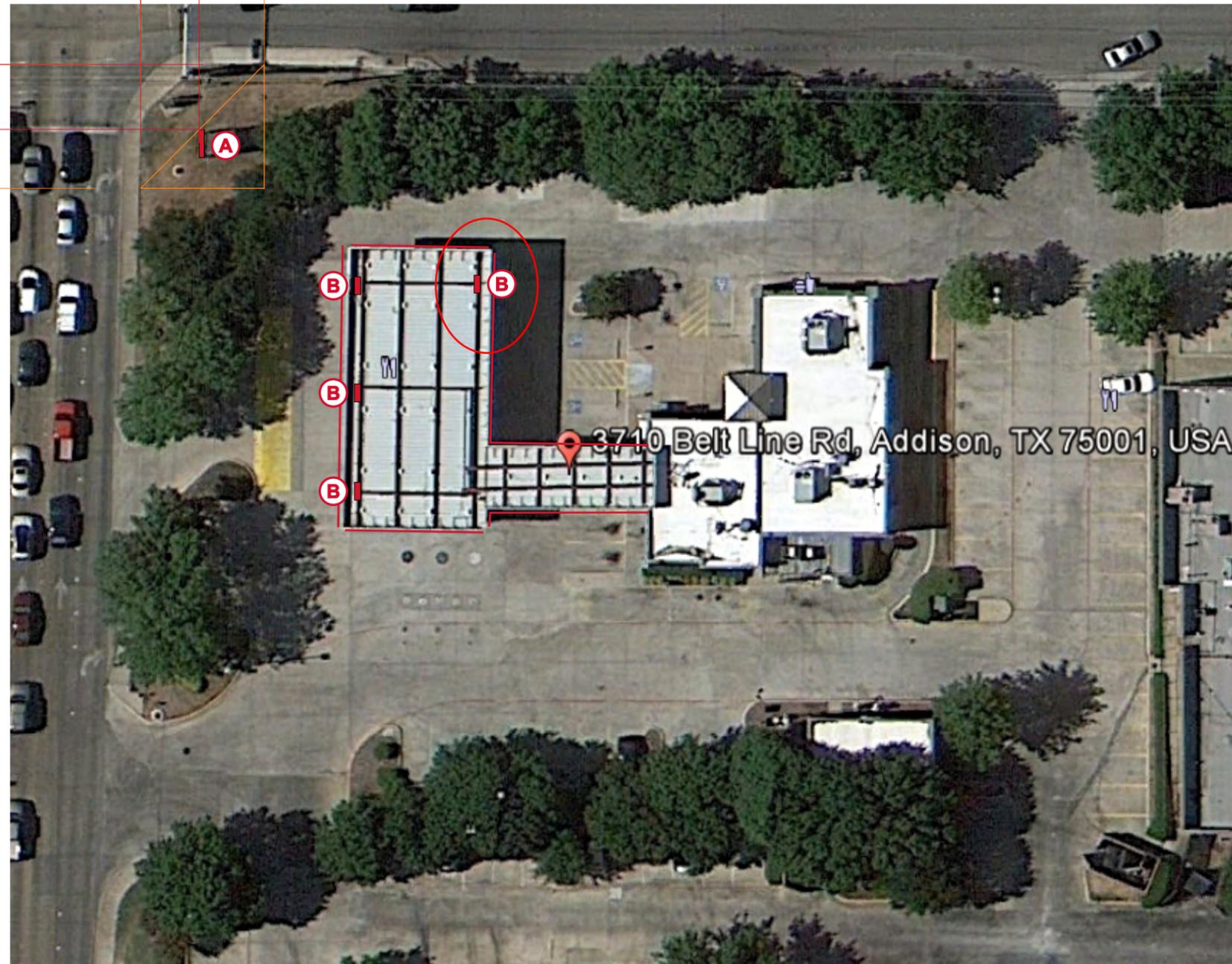
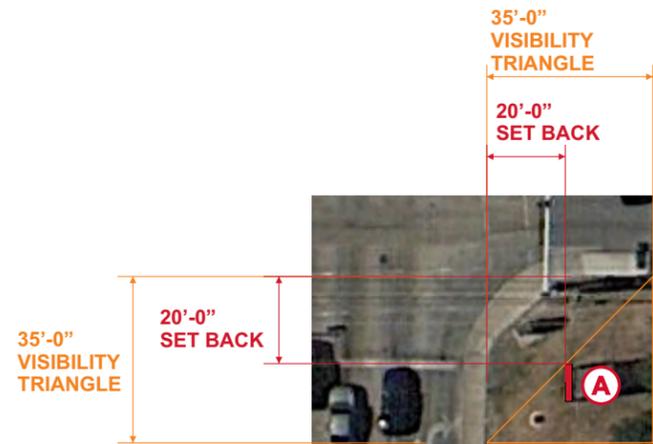
16801 Westgrove Drive
Addison, TX 75001

P.O. Box 9010
Addison, TX 75001

phone: 972.450.2880
fax: 972.450.2837

ADDISONTEXAS.NET

IT ALL COMES
TOGETHER.



A	Existing Pylon Sign
B	LED Price Wall Sign Cabinets

Site Plan
NTS

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sign of the future

5300 Shad Road, Jacksonville, FL, 32257 • 904.268.4681
2301 Ohio Dr, Plano, TX, 32257 • 972.905.9450



7-Eleven #35382
3710 Belt Line Road
Addison, Texas 75001

SVE5716-R4

F:\Customers\7 Eleven\Art
\SVE5716-R4 #35382 LED.cdr

date:	rev.	description:	designer:
01.16.17	00	Original Concept	mh
01.18.17	R1	Revised removing sign A option 1 layouts.	mh
03.15.17	R2	Revised sign A paint color, changed to static price.	mh
04.05.17	R3	Revised sign A and fuel canopy.	mh
06.14.17	R4	Revised sign A to remain as is, added sign B wall cabinets.	mh

Salesperson: rg

PM: bb

Designer: mh

Page: 1

customer approval

date:



Complies with
UL 48
CSA C22.2 No.207

THE SIGNS ON THESE PAGES HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS OF THE NEC-2014 AND OR THE 2014 FBC AND OR THE 2007 SFBC

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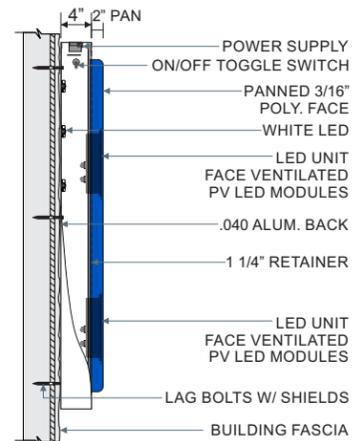
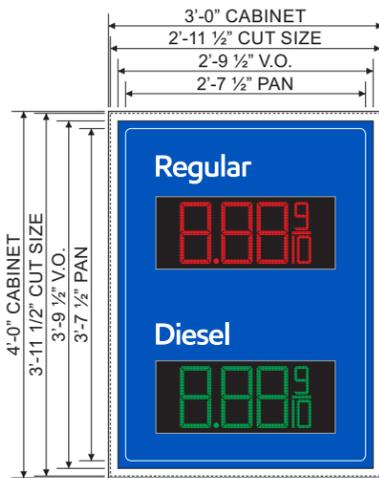
NOTE: EXISTING (THREE 3) STATIC GAS PRICE WALL CABINETS TO BE REMOVED & DISPOSED OF.
NOTE: DEDICATED 20 AMP CIRCUIT REQUIRED FOR LED GAS PRICE CABINET, MUST BE PROVIDED BY CUSTOMER



EXISTING CONDITION:



PROPOSED ELEVATION:



MANUFACTURE & SHIP FOUR (4) **CUSTOM S/F** INTERNALLY ILLUMINATED LED GAS PRICE WALL SIGN CABINETS WITH RED & GREEN LEDES. 3/16" THICK PAN FORMED WHITE POLYCARBONATE FACE WITH TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 4" DEEP EXTRUDED ALUM. CABINET WITH 1 1/4" RETAINERS TO BE PAINTED **EXXON P8 EGGSHELL WHITE**. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDES.

PROPOSED WITH 8" **PRICE-VISION** RED & GREEN LEDES FOR PRESENTATION.
ACTUAL LEDES WILL BE XOM FACE VENTILATED PV LED MODULES PROVIDED BY XOM SIGN SUPPLIER.

VINYL SPECS:
3M 3630-8248 BLUE
PAINT SPECS:
EXXON P8 EGGSHELL WHITE

LED UNIT SIZE: 11.487" X 25.537"
 LED UNIT V.O: 11.487" X 25.537"
 LED CHARACTER SIZE: 8"

Face & Side Detail - **Custom Wall Sign Cabinet - Sign B**

1/2" = 1'-0"

Display Square Footage (Cabinet): **12.0**

Photo Overlay - Fuel Canopy Elevation - **Sign B**

NTS

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 sign of the future

5300 Shad Road, Jacksonville, FL. 32257 • 904.268.4681
 2301 Ohio Dr, Plano, TX. 32257 • 972.905.9450



7-Eleven #35382
 3710 Belt Line Road
 Addison, Texas 75001

SVE5716-R4

F:\Customers\7 Eleven\Art
 \SVE5716-R4 #35382 LED.cdr

date:	rev.	description:	designer:
01.16.17	00	Original Concept	mh
01.18.17	R1	Revised removing sign A option 1 layouts.	mh
03.15.17	R2	Revised sign A paint color, changed to static price.	mh
04.05.17	R3	Revised sign A and fuel canopy.	mh
06.14.17	R4	Revised sign A to remain as is, added sign B wall cabinets.	mh

Salesperson: rg

PM: bb

Designer: mh

Page: 3

customer approval

date:



Complies with
 UL 48
 CSA C22.2 No.207

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NOTE: EXISTING STATIC GAS PRICE WALL CABINET TO BE REMOVED & DISPOSED OF.
NOTE: DEDICATED 20 AMP CIRCUIT REQUIRED FOR LED GAS PRICE CABINET, MUST BE PROVIDED BY CUSTOMER



EXISTING CONDITION:



PROPOSED ELEVATION:

Photo Overlay - Fuel Canopy Elevation - **Sign B**
 NTS

harbinger
 sign of the future

5300 Shad Road, Jacksonville, FL, 32257 • 904.268.4681
 2301 Ohio Dr, Plano, TX, 32257 • 972.905.9450



7-Eleven #35382
 3710 Belt Line Road
 Addison, Texas 75001

SVE5716-R4

F:\Customers\7 Eleven\Art
 \SVE5716-R4 #35382 LED.cdr

date:	rev.	description:	designer:
01.16.17	00	Original Concept	mh
01.18.17	R1	Revised removing sign A option 1 layouts.	mh
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06.14.17	R4	Revised sign A to remain as is, added sign B wall cabinets.	mh

Salesperson: rg PM: bb Designer: mh Page: 4

customer approval _____ date: _____



Complies with
 UL 48
 CSA C22.2 No.207

THE SIGNS ON THESE PAGES HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS OF THE NEC-2014 AND OR THE 2014 FBC AND OR THE 2007 SFBC

AI-2510

13.

Work Session and Regular Meeting

Meeting Date: 12/12/2017

Department: Infrastructure- Development Services

Milestones: Develop a Cotton Belt Strategy

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution to Appoint Members to the Addison Circle/Cotton Belt Special Area Study Advisory Committee.**

BACKGROUND:

At its November 28, 2017 meeting, the City Council approved a contract with Kimley-Horn and Associates to conduct a special area study for the Addison Circle neighborhood, including the properties adjacent to the Cotton Belt rail line. Part of the study process includes working with an advisory committee. This committee will assist staff and the consultants to review the study area, create development alternatives, and select a preferred redevelopment plan that will then be presented to the City Council for consideration.

At the November 28th meeting, the Council indicated that the DART Area Focus Group members should also serve on this advisory committee. Staff is checking with the Area Focus Group members to see if they are willing to serve in this new capacity and will provide an update at the Council Meeting. Additionally, the Council discussed possibly appointing additional members from the Addison Circle neighborhood. The list of the current Area Focus Group members and their responses are attached.

The attached resolution has been crafted so that committee members' names can be filled in based on Council's discussions at the meeting.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Addison Circle/Cotton Belt Special Area Study Committee
Appointments
Report - Addison DART Area Focus Group Members and Responses

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CREATING THE ADDISON CIRCLE/COTTON BELT SPECIAL AREA STUDY COMMITTEE AND APPOINTING MEMBERS.

WHEREAS, in November 2017, the City Council Town of Addison approved a contract to conduct a Special Area Study of the Addison Circle neighborhood, including the properties adjacent to the Cotton Belt rail line; and

WHEREAS, in an effort to stimulate public participation, the City Council desires to create a committee to provide input to the consultants retained to conduct the special area study.

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

Section 1. The City Council hereby creates the Addison Circle/Cotton Belt Special Area Study Committee to provide input regarding the Addison Circle/Cotton Belt study area. The committee will be comprised of the following individuals:

Section 2. The Committee shall be advisory in nature and shall be dissolved upon adoption of the Addison Circle/Cotton Belt Special Area Study.

Section 3. This resolution shall be effective from and after the date of passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
this the 12th day of December, 2017.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

Brenda N. McDonald, City Attorney

APPROVED AS TO FORM:

OFFICE OF THE CITY SECRETARY
Page 1 of 1

RESOLUTION NO. _____

DART Cotton Belt Area Focus Group Addison Appointees			Addison Circle/Cotton Belt Special Area Study Committee?			
Name	Appointed By	Resident/Business	Yes	No	No Response	Comment
Liesl Mayerson	Angell	Resident			X	
Taylor Bowen	Angell	AMLI Residential	X			
Mary Jo Cater	Arfsten	Resident	X			
Gage Hunt	Arfsten	Mary Kay Inc.	X			
Lesli Gray	Duffy	Resident	X			
Shannon Sear	Duffy	Resident/Post Addison Circle			X	
Margie Gunther	Hughes	Resident	X			
Jan Rugg	Hughes	Addison Business Association		X		
Luis Santeliz	Meier	Resident	X			
Juli Branson	Meier	Resident	X			
Nancy Craig	Walden	Resident	X			Out 2/17-3/10
Peggy Ploss	Walden	Resident	X			
Gail Barth	Wilcox	Resident	X			
Lola Hurt	Wilcox	Resident			X	

Work Session and Regular Meeting**Meeting Date:** 12/12/2017**Department:** Parks & Recreation

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution to Approve a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc. for the Belt Line Road Enhancements Master Plan (Belt Line Phase 1.5) and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$85,689.60.

BACKGROUND:

The 2012 Bond Program included a project to underground the overhead utilities on Belt Line Road from Marsh Lane to the Dallas North Tollway. Phase 1 of this project, from Marsh Lane to Midway Road, is nearing completion. In addition to consideration of the undergrounding, the Town recently adopted a new Master Transportation Plan. This plan designated Belt Line Road as an enhanced pedestrian path that would include wider sidewalks pulled away from the back of curb.

On March 20, 2017, staff provided an update on Phase 1 of the utility undergrounding project and presented options to consider. Staff requested direction from Council to determine how to proceed with potential future phases of the project from Midway Road to the Dallas North Tollway. Council provided direction to staff in the form of a motion which was approved by a vote of 6-0, with one Council Member absent. Council listed the following items in the motion:

1. Delay Phase 2 of the Undergrounding Project
2. Focus on the Beautification of Phase 1
3. Proceed with the overlay of Belt Line Road from Marsh Lane to the Dallas North Tollway
4. Direct staff to return to discuss the Master Transportation Plan in regards to the design of Midway Road

On May 23, 2017 during a work session, staff provided an update on the opportunities and constraints related to Belt Line Road Beautification from Marsh to Midway. During the discussion, Council directed staff to focus on the project elements in the following order:

1. Intersections
2. Bus Stops
3. Right-Of-Way
4. Found Space

The professional services agreement with Pacheco Koch will allow staff to move forward with schematic design and public input for the Belt Line Road Beautifications from Marsh to Midway. Pacheco Koch was identified through Bid #17-180 (RFQ - Professional Services for Various Projects) and selected after a project specific selection process which included two other landscape architecture firms. The total cost for this agreement is not to exceed \$85,689.60 and is budgeted for in the Infrastructure Investment Fund. The total budget for design is \$250,000. The project will begin in December 2017 and is expected to be completed by the end of May 2018.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Pacheco Koch Consulting Engineers, Inc

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND PACHECO KOCH CONSULTING ENGINEERS, INC. FOR BELT LINE ROAD ENHANCEMENTS MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$85,689.60, 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 for Professional Engineering Services between the Town of Addison and Pacheco Koch Consulting Engineers, Inc., for Belt Line Road Enhancements Master Plan in an amount not to exceed \$85,689.60, 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 12th day of December, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS
AND
PACHECO KOCH CONSULTING ENGINEERS, INC.**

**FOR
PROFESSIONAL ENGINEERING SERVICES**

Made as of the ____ day of _____ in the year 2017,

BETWEEN the Town: The Town of Addison, Texas
 5300 Beltline Rd.
 Addison, Texas Zip Code
 Telephone: (972) 450-7001

and the Consultant: Pacheco Koch Consulting Engineers, Inc.
 7557 Rambler Road, Suite 1400
 Dallas, TX 75231
 972-235-3031

for the following Project: Beltline Road Enhancements Master Plan

The Town and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and, hereinafter referred to as Pacheco Koch Consulting Engineers, Inc. as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, master planning for landscape enhancements within the Town of Addison, Texas Belt Line Road right-of-way; hereinafter referred to as "Project"; and

WHEREAS, the Consultant desires to render such professional engineering services for the Town upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

EXHIBIT A

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison Town Council's authorization for the Addison City Manager to execute said change order.
 - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE FATE CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than **180 consecutive days.**
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B."**

EXHIBIT A

ARTICLE 2 THE CITY'S RESPONSIBILITIES

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town's behalf with respect to the Project (the "Project Manager"). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Type of Payment Basis not to exceed **Eighty Five Thousand, Six Hundred Eighty Nine and 60/100 Dollars (\$85,689.60)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in **Exhibit "B."** **The final five percent (5%) of the Consultant's Fee, or Four Thousand Two Hundred Eighty Four and 48/100 Dollars (\$4,284.48), shall not be paid until the Consultant has completed all of the services described in Exhibit "A" and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit "A."**
 - 3.1.1 **Completion of Project Close-out Drawing Documents** – Town and Consultant agree that the completion of the Project Close-out Drawings, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the Consultant's Fee, or Four Thousand Two Hundred Eighty Four and 48/100 Dollars (\$4,284.48)**. The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting

EXHIBIT A

("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to Town.

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for

EXHIBIT A

the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

EXHIBIT A

Hourly Billable Rates by Position

Position	Hourly Rate
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SCHEDULE OF STANDARD HOURLY BILLING RATES
(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Engineer.....	\$95.00/Hr.
Senior Technician	\$110.00/Hr.
Technician	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager	\$80.00/Hr.
Technical Assistant	\$50.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect	\$95.00/Hr.
Landscape Designer	\$75.00/Hr.
Drafter.....	\$75.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

SURVEYING

Principal.....	\$225.00/Hr.
Associate Principal	\$200.00/Hr.
Director.....	\$200.00/Hr.
Senior Project Manager.....	\$150.00/Hr.
Senior Project Coordinator.....	\$150.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Surveyor.....	\$95.00/Hr.
Survey Intern	\$90.00/Hr.
Senior Technician	\$90.00/Hr.
Technician	\$80.00/Hr.
Drafter.....	\$75.00/Hr.
Research Manager	\$80.00/Hr.
Technical Assistant	\$50.00/Hr.
Executive Assistant	\$85.00/Hr.
Senior Administrative Assistant.....	\$80.00/Hr.
Administrative Assistant	\$70.00/Hr.
Expert Witness Testimony	\$350.00/Hr.
Survey Field Crew (1-person)	\$95.00/Hr.
Survey Field Crew (2-person)	\$140.00/Hr.
Survey Field Crew (3-person)	\$195.00/Hr.
Survey Field Crew (4-person)	\$250.00/Hr.

rev. 02/2016

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EXHIBIT A

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas*

EXHIBIT A

Government Code. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town’s prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit “A.” Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit “A” to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant’s permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

EXHIBIT A

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of

EXHIBIT A

subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit “F,” such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

EXHIBIT A

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as Exhibit "E" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the Town Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

EXHIBIT A

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES

EXHIBIT A

AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" 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 OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, 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. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEY'S FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

EXHIBIT A

ARTICLE 11 NOTICES

Consultant agrees that all notices or communications to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

Janna Tidwell, Assistant Director of Parks
16801 Westgrove Drive
Addison, TX 75001
972-450-2869 office

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Wade Peterson, Principal
7557 Rambler Road, Suite 1400
Dallas, TX 75231
972-235-3031 office

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit “A,” Scope of Services.

12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.

EXHIBIT A

- 12.1.3 Exhibit "C," Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.
- 12.1.7 Exhibit "E," Affidavit.
- 12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is

EXHIBIT A

executing this Agreement to do so for an 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 other 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.

- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **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.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

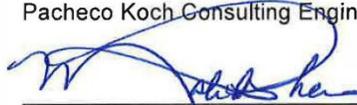
Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Pacheco Koch Consulting Engineers, Inc.


By: Mark A. Pacheco, P.E., R.P.L.S., President *WCP*

Date: 11/28/2017

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, 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 purpose and consideration expressed, and in the capacity therein stated.

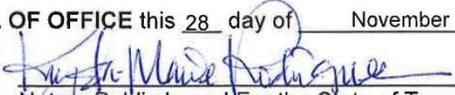
GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2017.

Notary Public In and For the State of Texas
My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Mark A. Pacheco**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of November, 2017.



Notary Public In and For the State of Texas
My commission expires: October 19, 2019

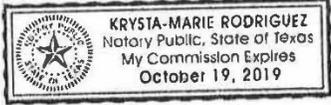


EXHIBIT A

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Insert Name (Consultant)
to perform Professional Engineering Services for
Beltline Road Enhancements Master Plan



TRANSMITTAL

DATE: November 15, 2017
PROJ. NO.: 0000-00.000

RE: **CITY OF ADDISON BELT LINE ROAD LANDSCAPE ENHANCEMENTS**
Proposals

TO: **MS. JANNA TIDWELL - TOWN OF ADDISON**
16801 Westgrove Drive, P.O. Box 9010, Addison, Texas 75001

FROM: Wade C. Peterson, R.L.A., LEED@AP

DELIVERY: Email

CONTENTS:

Quantity	Description
1	Scope and Fee Draft for City Review - Revised

SPECIAL COMMENTS:

If the enclosed items are not as noted above, please contact this office at your earliest convenience.

CC:

7557 Rambler Road • Suite 1400 • Dallas, TX 75231-2388 • 972.235.3031 • pkce.com

EXHIBIT A

EXHIBIT A

SCOPE OF SERVICES

BELT LINE ROAD LANDSCAPE ENHANCEMENTS

PROJECT DESCRIPTION:

This proposal includes the master planning for landscape enhancements for the ROWs and potential easement spaces along Beltline Road between Marsh and Midway. The precedent established in this area may extend past this area with future projects. The intent of the project is to prepare documentation sufficient to determine potential costs for installations of varying levels of enhancement. EXHIBIT B – SCHEDULE OF WORK outlines the proposed schedule for these services based on the scope of work proposed. This is subject to adaptation throughout to meet City schedules and objectives.

BASIC SERVICES:

Each of the proposed scope of service items are outlined in EXHIBIT C – FEE

NOTE. There are more meetings shown than may be needed, and the fees will not be invoiced for those task items if they are not required.

Task 1: Data Acquisition

A. Gather, sort and attach various files provided by the CLIENT with the purpose of preparing a 'base map' file that will be used to produce the graphics and estimates described herein.

B. CONSULTANT will review documents provided by the CLIENT related to early work in the project area. These may include early concepts, council presentations or other planning documents relevant to the project work.

Task 2: Site Analysis

A. CONSULTANT will visit and walk the site with the base map prepared in earlier tasks. A mark-up will be prepared that shows constraints such as utilities and visibility triangles. When that is complete, each potential area for enhancement will be color coded to identify the area as "open for enhancement", "convertible from existing condition for enhancement" and "borrowable area for easement enhancement." With this information, a draft presentation will be prepared for review by the CLIENT. The intent of this presentation is to have a first public meeting that establishes the process and parameters of the design process. It is anticipated that the CLIENT will provide input and comment on the presentation, which will be updated by the CONSULTANT.

Task 3: 'Establishing Parameters' Public Meeting

A. CONSULTANT will prepare a presentation with graphics prepared in Task 2 to educate the public on the process and direction of the project design. Large format graphics will also be prepared for discussion with stakeholders. The CONSULTANT will

EXHIBIT A

attend and present at the meeting, then produce meeting follow up documentation. This meeting may be a full day long, or given twice at differing times of day.

Task 4: Corridor Vision Concept

A. CONSULTANT will conduct an in-house workshop with several landscape architects to develop the 'big idea' that can be pursued for Belt Line road. Diagrams depicting the proposed elements and their proposed locations will be prepared with precedent imagery that conveys the design concept.

B. CONSULTANT will meet with the CLIENT and present the Corridor Vision Concept. Following comments and input, the documents will be revised and prepared for public input.

Task 5: 'Defining the Concept/Scope' Public Meeting

A. CONSULTANT will prepare a presentation with graphics prepared in Task 4 to show the public the initial diagrams and imagery that conveys some thoughts and ideas on bringing the corridor together with a design concept. Large format graphics will also be prepared for discussion with stakeholders. The CONSULTANT will attend and present at the meeting, then produce meeting follow up documentation. This meeting may be a full day long, or given twice at differing times of day.

Task 6: Low-Medium-High Alternatives

A. CONSULTANT will take the input and ideas from the meeting in Task 5 and continue to develop the design ideas through preparing three levels of finish/complexity for each of the following elements below. Colored plans and sketches will be prepared for each.

1. Intersection
2. Bus Stop
3. ROW/Mid Block
4. Found/borrowed landscape in easements

B. CONSULTANT will hire an independent contractor to estimate the costs for each of the three levels of finish for each A1-A4 element. CONSULTANT will respond to contractor questions, adapt design to incorporate his ideas for construction methods, and compile the data.

C. CONSULTANT will meet with the CLIENT and present the Low-Medium-High Alternatives. Following comments and input, the documents will be revised and prepared for public input.

Task 7: 'Here are the Options' Public Meeting

A. CONSULTANT will prepare a presentation with graphics prepared in Task 6 to show the public the differing options of low medium and high level/intensity of finish. Large format graphics will also be prepared for discussion with stakeholders. The intent of the meeting is to explain that they will be able to select the option and the associated costs in a web site set up for this purpose. The CONSULTANT will attend and present at the meeting, then produce meeting follow up documentation. This meeting may be a full day long, or given twice at differing times of day.

EXHIBIT A

Task 8: Master Plan Detail Finalization

- A. CONSULTANT will take the input and ideas from the meeting in Task 7 and refine them as needed to be web-ready for upload with their associated costs.
- B. CONSULTANT will prepare a phasing plan to present to the CLIENT recommending an order of installation that can meet the City's goals and budgets.
- C. CONSULTANT will meet with the CLIENT and final drawings, phasing and costs.
- D. CONSULTANT will prepare an 11x17 color document that demonstrates the entire design process, decision points, meetings and its deliverables for future reference and use.

Task 9: 'Here is Your Project' Public Meeting

- A. CONSULTANT will prepare a presentation with graphics prepared in Task 8 to show the public the results of their input and steps moving forward. The CONSULTANT will attend and present at the meeting, then produce meeting follow up documentation. This meeting may be a full day long, or given twice at differing times of day.

Task 10, 11, 12: Specific Property Owner Meeting/Presentations

At some point of the process, it is anticipated that there may be a need to have more focused meetings and input related to specific properties in the corridor. For this purpose, the following scope applies to each of these meetings that is desired. We are anticipating three (3), and if less are used, they will not be invoiced. For each meeting, the CONSULTANT will prepare appropriate. The CONSULTANT will attend and present at the meeting, then produce meeting follow up documentation.

EXHIBIT A

EXHIBIT B SCHEDULE OF WORK

TASK NAME	January	February	March	April	May	June
BASIC SERVICES						
Task 1 Data Acquisition/Review	■					
Task 2 Site Analysis		■				
Task 3 Establishing Parameters Public Mtg		■				
Task 4 Corridor Vision Concepts			■			
Task 5 Defining the Concept/Scope Public Mtg			■			
Task 6 Low/Medium/High Alternatives			■	■		
Task 7 Here are the Options Public Meeting				■	■	
Task 8 Master Plan Finalization					■	
Task 9 Here Is Your Project Public Mtg					■	
Task 10 Specific Property Mtg #1			■			
Task 9 Specific Property Mtg #2				■		
Task 10 Specific Property Mtg #3					■	

EXHIBIT A

EXHIBIT C FEE SCHEDULE

HOURLY RATES	
Principal	\$ 275.00
Sr. Landscape Archt.	\$ 190.00
LA Design Lead	\$ 145.00
Landscape Designer	\$ 75.00
Contractor - Estimating	\$ 120.00
Minor Sub-Contractor	\$ 140.00

TASK	TASK DESCRIPTION	PRINCIPAL	SR. LA	LA Design Lead	L Designer	Contractor - Estimating	Mtl. Sub-Contractor	TOTAL	
								Hours	Rate
1.0	DATA ACQUISITION								
A.1	A.1.020 File Preparation for Base Mapping			2	16				18
A.2	A.2 Review of File-ready Integrated Data			4					4
2.0	Site Analysis								
A.1	A.1.1 Site and View Analysis (work up for formal graphics on 7 x 3 and 7 x 5)		8	8					16
A.2	A.2.1 Plan Mark-up of constraints, utilities, view triangles, etc.			8	16				24
A.3	A.3.1 Plan Mark-up of Open, Covered, and Shelter Areas (if available)			4	16				20
A.4	A.4 Review Draft Presentation with City, Modify as required	2		4	8				10
3.0	Defining the Parameters/ Public Meeting								
A.1	A.1.1 Prepare power point with A, J, S, I graphics and bullet points	1		3					4
A.2	A.2.1 Print/ mount large format boards for Public Meeting			8	8				16
A.3	A.3.1 Meeting Attendance/Presentation			8	8				16
A.4	A.4.1 Public Meeting Follow-up/Documentation			9	9				18
4.0	Developing the Concept								
A.1	A.1.1 Internal workshop to develop the "big idea"	4	4	4	4				16
A.2	A.2.1 Public design council with citizens through consider			4	16				20
A.3	A.3.1 Prepare precedent images to support bubble diagram	2		12					14
A.4	A.4.1 Review draft presentation with City, Modify as required	2		4	4				10
5.0	Refining the Concept/ Scope/ Public Meeting								
A.1	A.1.1 Prepare power point with A, J, S, I graphics and bullet points	1		3	4				8
A.2	A.2.1 Print/ mount large format boards for Public Meeting			8	8				16
A.3	A.3.1 Meeting Attendance/Presentation			8	8				16
A.4	A.4.1 Public Meeting Follow-up/Documentation			9	9				18
6.0	Site/ Street/ High Density Alternatives								
A.1	A.1.1 Site investigation - street/ corridor	1		8	24				33
A.2	A.2.1 LMI Bus Stop - design/ render	1		8	24				33
A.3	A.3.1 LMI Bus Stop (RWD) Landscape design/ render	1		8	24				33
A.4	A.4.1 LMI Transit/ Bicycle/ Equipment Station - design/ render	1		16	24				41
A.5	A.5.1 Cost Estimating by Contractor					40			40
B.1	B.1.1 Assess Estimator's Questions, Reply with Comments to Alternatives		12	8	16	32			68
B.2	B.2.1 Review draft presentation with City, Modify LMI options as required	2		12	24				28
7.0	Here are the Options/ Public Meeting								
A.1	A.1.1 Prepare power point with A, J, S, I graphics and bullet points	1		3	4				8
A.2	A.2.1 Print/ mount large format boards for Public Meeting			8	8				16
A.3	A.3.1 Meeting Attendance/Presentation			8	8				16
A.4	A.4.1 Public Meeting Follow-up/Documentation			9	9				18
8.0	Master Plan Draft Finalization								
A.1	A.1.1 Master Alternatives are Here are the Options/ Public Meeting Comments	1		12	24				27
A.2	A.2.1 Prepare graphics for web-ready upload			4	16		12		32
B.1	B.1.1 Prepare graphic for web-ready upload			4	16				16
B.2	B.2.1 Prepare Final Plan with associated costs			4	16				20
B.3	B.3.1 Review draft presentation with City, Modify LMI options as required	2		4	4				10
B.4	B.4.1 Prepare a Booklet documenting process, decisions, steps	2		8	12				22
9.0	Booklet Final Project Public Meeting								
A.1	A.1.1 Prepare power point of Booklet documenting process	1		3	4				8
A.2	A.2.1 Print/ mount large format boards for Public Meeting			8	8				16
A.3	A.3.1 Meeting Attendance/Presentation			8	8				16
A.4	A.4.1 Public Meeting Follow-up/Documentation			9	9				18
10.0	Specific Property Owner Meeting/Presentation #1								
A.1	A.1.1 Prepare site-specific documents for discussion of a key area	1		3	4				8
A.2	A.2.1 Print/ mount large format boards for Public Meeting			8	8				16
A.3	A.3.1 Meeting Attendance/Presentation			4	4				8
A.4	A.4.1 Public Meeting Follow-up/Documentation			4	4				8
11.0	Specific Property Owner Meeting/Presentation #2								
A.1	A.1.1 Prepare site-specific documents for discussion of a key area	1		3	4				8
A.2	A.2.1 Print/ mount large format boards for Public Meeting			8	8				16
A.3	A.3.1 Meeting Attendance/Presentation			4	4				8
A.4	A.4.1 Public Meeting Follow-up/Documentation			4	4				8
12.0	Specific Property Owner Meeting/Presentation #3								
A.1	A.1.1 Prepare site-specific documents for discussion of a key area	1		3	4				8
A.2	A.2.1 Print/ mount large format boards for Public Meeting			4	4				8
A.3	A.3.1 Meeting Attendance/Presentation			4	4				8
A.4	A.4.1 Public Meeting Follow-up/Documentation			4	4				8
	SUBTOTAL HOURS	70	28	233	352	64	0		Total Hours 763
		\$ 24,750.00	\$ 4,200.00	\$ 27,060.00	\$ 27,060.00	\$ 7,680.00	\$ -		SUBTOTAL FEE \$ 63,690.00
13.0	EXPENSE ESTIMATE								
A	A. Color Reproduction (8 of year board, 4 hours/ meeting)	80	\$ 8.00	160	\$ 1,280.00				
B	B. 8.5x11 Book Reproduction	1,000.00	\$ 1,000.00	11	\$ 1,000.00				
C	C. Courier/Overnight	EA	\$ 20.00	10	\$ 200.00				
D	D. Manager 120 mins per meeting, 15 min plus 3 min wait	EA	\$ 0.54	405	\$ 215.00				
	SUBTOTAL EXPENSES				\$ 2,495.00				

EXHIBIT A

EXHIBIT "B" COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

Agreement by and between the Town of Addison (Town)
and PACHECO KOCH (Consultant)
to perform Professional Engineering Services for
PROJECT NAME

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

TASK TO BE COMPLETED	DOLLAR AMOUNT
Masterplan for Landscape Enhancements	\$83,190.00
Reimbursable Expenses	\$ 2,499.60

Total Lump Sum Fee \$85,689.60

TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)

EXHIBIT A

EXHIBIT "C" CITY OF FATE GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.

C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the

EXHIBIT A

date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the Town's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- 1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply

EXHIBIT A

General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-Town reimbursements.

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EXHIBIT "D" TOWN OF ADDISON CONTRACTOR INSURANCE REQUIREMENTS

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. CITY OF FATE 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 <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	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>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	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>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) shall be submitted to the Finance Department by

EXHIBIT A

email to: Wnewcomer@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town 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 Town 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 Town 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 Town 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 TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN 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 TOWN 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 Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ Date: _____

EXHIBIT A

**EXHIBIT "E"
AFFIDAVIT**

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of 10% or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- _____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this _____ day of _____, 2017.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2017.

Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT A

EXHIBIT "F" CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received
1. Name of person who has a business relationship with local governmental entity.	
2. Check this box if you are filing an update to a previously filed question <input type="checkbox"/> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3. Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto 10px auto;"> Name of Local Government Officer </div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <hr/> <hr/> <hr/> <hr/> <hr/>	

EXHIBIT A

4. Signature of person doing business with the governmental entity Date:	
_____ Signature	_____ Date

Local Government Officers Town of Addison, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor:	Joe Chow
Council Members:	Ivan Hughes, Mayor Pro Tem Jim Duffy, Deputy Mayor Pro Tem Al Angell, Councilman Tom Braun, Councilman Paul Walden, Councilman Lori Ward, Councilwoman
City Manager:	Wesley S. Pierson

Work Session and Regular Meeting**Meeting Date:** 12/12/2017**Department:** Parks & Recreation

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution to Approve a Professional Services Agreement with Moore Iacofano Goltsman, Inc. for the Parks, Recreation and Open Space Master Plan and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$125,000.

BACKGROUND:

The Parks Master Plan was completed in May 2009 by Grant Development Services and adopted by Council on May 26, 2009. As part of the Fiscal Year (FY) 2018 budget process, Parks staff requested funds to update the Master Plan as it is nearing completion in its current form. Additionally, the updated master plan will be eligible for the 'Project Priority Scoring System' for Local Park Grants Program through Texas Parks & Wildlife.

The Parks Master Plan will involve four phases:

1. **Discover** - Establish a plan foundation based on the Town's unique character
2. **Imagine** - Involve residents, employees and visitors in re-imagining parks and public space in innovative ways
3. **Re-Create** - Identify the key moves that will reinvent and redefine the park and recreation system of the future
4. **Activate** - Define investment/partnership options and an action plan to enhance the park, recreation and open space system

The professional services agreement with Moore Iacofano and Goltsman, Inc (MIG) will allow staff to move forward with the Parks, Recreation and Open Space Master Plan. MIG was identified through Bid #17-180 (RFQ - Professional Services for Various Projects) which short listed seven landscape architecture firms for professional agreements in the Town. After narrowing down the shortlist to two firms, MIG and Dunaway Associates, staff interviewed both firms and determined MIG was the most qualified consultant to complete the master. The total cost is not to exceed \$125,000 and is budgeted for in the Self-Funded Project Fund. The project will begin in December 2017 and is expected to be completed by September 30, 2018.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Moore Iacofano Goltsman, Inc.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURE AND PLANNING SERVICES BETWEEN THE TOWN OF ADDISON AND MOORE IACOFANO GOLTSMAN, INC. FOR PARKS, RECREATION AND OPEN SPACE MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$125,000.00, 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 for Professional Landscape Architecture and Planning Services between the Town of Addison and Moore Iacofano Goltsman, Inc., for Parks, Recreation and Open Space Master Plan in an amount not to exceed \$125,000.00, 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 12th day of December, 2017.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS
AND
MOORE IACOFANO GOLTSMAN, INC.**

FOR

**PROFESSIONAL LANDSCAPE ARCHITECTURE AND PLANNING
SERVICES**

Made as of the ____ day of _____ in the year 2017,

BETWEEN the Town: The Town of Addison, Texas
 5300 Beltline Rd.
 Addison, Texas Zip Code
 Telephone: (972) 450-7001

and the Consultant: Moore Iacofano Goltsman, Inc.
 815 SW 2nd Avenue, STE 200
 Portland, OR
 Telephone: (503)297-1005

for the following Project: Parks, Recreation and Open Space Master Plan

The Town and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and, Moore Iacofano Goltsman, Inc., hereinafter referred to as MIG or "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, landscape architectural and planning services related to the Parks, Recreation and Open Space Master Plan within the Town of Addison, Texas; hereinafter referred to as "Project"; and

WHEREAS, the Consultant desires to render such professional engineering services for the Town upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional landscape architecture and planning services in connection with the Parks, Recreation and Open Space Master Plan. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit “A,”** which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in **Exhibit “A,”** in the form of written change orders, may be authorized from time to time by the Town.
 - 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison Town Council's authorization for the Addison City Manager to execute said change order.
 - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B”** and incorporated herein by reference for all purposes, but in no event shall the Project be completed and invoiced any later than **September 30, 2018.**

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B.”**

**ARTICLE 2
THE CITY’S RESPONSIBILITIES**

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town’s behalf with respect to the Project (the “Project Manager”). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant’s services. The Project Manager is not authorized to issue verbal or written change orders for “extra” work or “claims” invoiced as “extra” work.

**ARTICLE 3
CONSULTANT’S COMPENSATION**

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on lump sum not to exceed **One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00)**, (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in **Exhibit “B.”** **The final five percent (5%) of the Consultant’s Fee, or Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00), shall not be paid until the Consultant has completed all of the services described in Exhibit “A” and delivered to the Town all of the documents, reports, plans, data, maps, and/or other information required in Exhibit “A.”**
- 3.1.1 **Completion of Project Close-out Drawings** – Town and Consultant agree that the completion of the Project Close-out Drawings, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the**

Consultant's Fee, Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00), The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines and shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

- 3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to Town.
- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in **Exhibit "B,"** and consistent with **Exhibit "C,"** Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for

the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in **Exhibit “A”** of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (“Additional Services”). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit “A.”**
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit “A.”** Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit “A.”**
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit “A.”**
 - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Hourly Billable Rates by Position

Position	Hourly Rate
Principal	\$195
Project Manager	\$140
Consulting Principal 1	\$205
Consulting Principal 2	\$185
ADA/GIS Specialist	\$150
Urban/Tech Planner	\$145
Park & Recreation Planner	\$105
Landscape Architect/Assoc.	\$95
Project Associate	\$85
Graphics Designer	\$75
Project Assistant	\$65
Project Administrator	\$70

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town monthly or upon completion of each task as defined in **Exhibit B**. On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice,

reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

**ARTICLE 4
OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit "A."** Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit "A"** to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit "D,"** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death,

property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of **Exhibit "D,"** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit "D,"** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in **Exhibit “D,”** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit “F,”** such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as **Exhibit “E”** and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as **Exhibit “E”**. Consultant understands

and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit "F"** and incorporated herein for all purposes.

If the Agreement is required to go to the Town Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

**ARTICLE 10
INDEMNITY**

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" 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 OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, 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. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEY'S FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Consultant agrees that all notices or communications to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

**Janna Tidwell, Assistant Director of Parks
16801 Westgrove Drive
Addison, TX 75001
972.450.2869 office**

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**Cindy Mendoza, Senior Project Manager
815 SW 2nd Avenue, STE 200
Portland, OR 97204
503.297.1005 office**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

**ARTICLE 12
MISCELLANEOUS**

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 **Exhibit “A,”** Scope of Services.
 - 12.1.2 **Exhibit “B,”** Compensation Schedule / Project Billing / Project Budget.
 - 12.1.3 **Exhibit “C,”** Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
 - 12.1.6 **Exhibit “D,”** Town of Addison Contractor Insurance Requirements.
 - 12.1.7 **Exhibit “E,”** Affidavit.
 - 12.1.8 **Exhibit “F,”** Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or

provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an 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 other 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.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.13 **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.

12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.15 **No Boycott Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

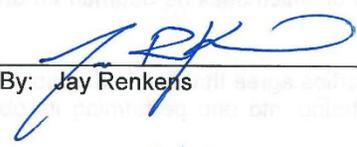
Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Moore Iacofano Goltsman, Inc.


By: Jay Renkens

Date: 12/1/17

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, 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 purpose and consideration expressed, and in the capacity therein stated.

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 COLORADO

§
§
§

COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Colorado on this day personally appeared **Jay Rekens**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of DECEMBER, 2017.

Roxanne Evanoff
Notary Public
My commission expires: 21 SEPT. 2020



Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and MIG, Inc. (MIG)
to perform Services for
Parks, Recreation and Open Space Master Plan

PROJECT PHASING

The scope is organized around four phases for Master Plan development, while also focusing on the brand development of Addison's park and recreation system:



Town of Addison | Parks, Recreation and Open Space Master Plan (Solicitation #17-180) 1

PROJECT COLLABORATION AND GUIDANCE

A strong, implementable Master Plan requires teamwork and collaboration to help shape the process and ensure the plan reflects community priorities and needs. MIG will work with two key advisory groups to ensure that technical expertise and community knowledge are integrated throughout the planning process:

- The Project Leadership Team (PLT) will be comprised of key Town staff who will kick off the project and meet during each phase to provide internal direction and guidance. This will include key leaders from the Parks & Recreation Department, plus staff from Marketing & Communications, Events, Economic Development & Tourism, Conference & Theater Center, Infrastructure & Development Services, Finance and Fire as needed. These four meetings are anticipated to be 1-to 2-hour work sessions typically held on the same day as PAC meetings.
- The Project Advisory Committee (PAC) will provide overarching direction for the project and review documents to ensure accuracy and consistency with community and Town needs. MIG will facilitate four PAC meetings, with the first beginning a few weeks after the group is appointed. The PAC is anticipated to include primarily Council appointed business and community leaders, as well as staff identified representatives of the community and a variety of interest groups.

PHASE 1: DISCOVER

Description: MIG will establish a plan foundation focused on the unique character of Addison. This “reconnaissance” phase includes a demographic and market analysis, inventory and mapping, review of planning data and documents, and joint in-field brainstorming and tour of parks and public spaces to set the tone for the planning process. In this phase, we develop project branding materials and our engagement, media, communication and partnership strategy, identifying key groups to involve in the process, beginning to leverage interest in the plan, and—from the onset—building constituency and partnerships for plan implementation. We will meet with key project decision-makers, orient our Project Advisory Committee and launch Mapita to obtain geo-coded community data on the park spaces and place where residents, visitors, students and employees recreate.

Sub Tasks:

1.1 PLT Meeting #1: Project Kickoff Conference Call

MIG will meet with the Town’s Project Team to initiate the project and discuss the desired project outcomes, available background materials, communication protocols, project brand, engagement strategies and schedule. As part of this effort, MIG will prepare a consolidated request for information letter identifying background information and data needs for all aspects of the project, in addition to those items already obtained from the Town’s website.

1.2 Background Information Review and Information Gap Identification

MIG will review and catalog material transferred to us, including but not limited to GIS data, existing inventories, initiatives and programs, site master plans, relevant reports and documents, recreation participation data, capital projects lists, and policy directions relevant to the Master Plan. The review of materials will inform analysis throughout the project.

1.1 Engagement, Media and Partnership Strategy

MIG will prepare a draft public engagement, media and partnership strategy memo, identifying target audiences and key partners to engage in the Master Plan process, defining how public engagement techniques

2 *Town of Addison | Parks, Recreation and Open Space Master Plan (Solicitation #17-180)*

and notification strategies will be deployed, and clarifying roles and responsibilities. Following review by the Town, MIG will finalize the strategy to guide MIG and Town engagement activities, media and social media.

1.4 Project Branding

MIG will present sample project branding elements to Town staff, and with general guidance, develop a draft project banner and document template for review. Based on one set of consolidated comments from Town, MIG will finalize the banner and template for use in all documents, the project webpage, eblasts and media releases and associated project materials to create a visible identity for the project.

1.5 Parks and Facility Inventory and Base Map

MIG will cross-check inventory data provided by the Town against GIS parks data and park tour notes and review the Town's existing park and open space classification system. Using GIS data provided by the Town, MIG will produce a base map showing existing parks, open space, major recreation facilities and trails in and near Addison on an overlay of information including Town planning areas, water bodies, roadways, schools, etc. Findings will be incorporated into Brief #1 as well as the Master Plan.

1.6 Demographics and ESRI Market Tapestry Segments

The MIG Team will evaluate demographic, tourism and market characteristics of Addison to develop a profile of residents, visitors and employees, as well as their unique recreational and leisure needs and desires. Findings will be summarized in presentation graphics and incorporated into Brief #1 and the Master Plan.

1.7 Parks and Public Space Tour

MIG will spend a day touring representative parks, recreation facilities, trails and public spaces, accompanied by Town parks, recreation, and maintenance staff. The tour will provide an opportunity to discuss strengths and challenges of the park system at representative sites and discuss issues such as operations, opportunities, planned partnerships, development or improvements, and maintenance. The Town will arrange transportation, scheduling and trip attendees.

1.8 Stakeholder/Decisionmaker Interviews (6-8)

One-on-one interviews will be held early in the planning process with key decisionmakers to identify opportunities and issues for the Master Plan to address. Six to eight 45-minute interviews may include key Town Council members, the Town Manager, key business partners or other decisionmakers that have substantial influence in Addison. MIG will provide an interview tool, allow one day of time for back-to-back interviews and summarize key themes to provide direction for the planning process.

1.9 PLT Meeting #2

MIG will meet with the PLT to discuss the Mapita, Phase 2 outreach, potential models and case studies, as well as anticipated next steps to obtain direction and ensure success for Phase 2. The collaborative PLT meetings are designed to ensure a coordinated effort, consensus in project direction, open communication and on-schedule and on budget deliverables.

1.10 PAC Meeting #1: Orientation and SWOT

MIG will facilitate a discussion with the Project Advisory Committee on the unique identity of Addison and the strengths, weaknesses, opportunities, and threats (SWOT) for Addison's park and recreation system. MIG will create an agenda, define committee roles and responsibilities and, following the meeting, prepare a brief summary of the discussion.

1.11 Mapita Questionnaire

In well-educated communities such as Addison's, more residents are likely to participate in online forums than in-person meetings because these respond to people's busy lifestyles. Social media, personal networks and

virtual networks (mailing lists) can be harnessed to collect input from residents, visitors and employees across the Town, within the six different neighborhoods and business districts, including specific interest groups. It allows more people to have a voice in the project and creates a network to increase involvement in later phases of the planning process.

MIG will collect place-based data through Mapita, an online questionnaire and interactive mapping forum that allows Addison residents, employees and visitors to provide specific input regarding their recreation preferences and needs. MIG will develop a Mapita portal (online questionnaire) for beta testing and Town content review. Based on one consolidated set of edits, MIG will refine the portal and host it for 4-5 weeks to collect input. The forum will be tablet, computer and smart-phone friendly. MIG will provide a link to the Town for web posting and distribution, plus create a forward-ready eblast, QR code and networking strategy to help Town staff maximize the number of responses received. The timing will correspond to other outreach efforts to increase involvement and use events and intercepts activities to invite people to participate. The Town will post a link to the questionnaire on the Town's project website and advertise the questionnaire via social media and other methods.

MIG will provide weekly updates on the number of responses received. Upon completion, MIG will download and summarize results in a draft and final document, providing maps, data tables and GeoJSON geo-referenced data (a text file with spatial coordinates) for Town use. Given the duration of the questionnaire, findings will inform Brief #2 and the Master Plan.

1.12 Brief #1: State of Addison Parks & Recreation

Phase 1 data will be summarized in a short, attractive, public message about the Master Plan process, the Town's parks and recreation system, the larger community it serves, and the resources that support parks and recreation opportunities. MIG will provide a draft document, as well as a final document based on one round of Town comments.

1.13 Project Management and Administration

This task includes short biweekly Project Manager progress calls, project administration, communication and coordination for Phase 1.

Phase 1 Deliverables:

- PLT #1: Project Initiation Meeting Agenda and Materials
- Request for Information Letter
- Draft and Final Engagement, Media and Partnership Strategy Memo
- Draft and Final Project Banner and Templates
- Draft and Final Base Map & Inventory
- Demographics and Market Summary Presentation (PowerPoint slides)
- PLT #2: Meeting Agenda and Materials
- PAC #1: Meeting Agenda and Materials
- Mapita Online Portal, Beta Test and Draft and Final Results Summary
- Draft and Final Brief #1

PHASE 2: IMAGINE

Description: MIG will assist Addison in re-imagining its parks, recreation facilities, programs, activities, and public space in fresh, new innovative ways. Building on the ongoing Mapita questionnaire, MIG will provide engaging intercept and photographic activities to reach residents, visitors, employees in high tech and high

touch ways. We will look at existing places, spaces and activities through our multi-disciplinary perspective to evaluate and identify opportunities for incorporating trends and innovations, best practices and placemaking techniques, programming and site activation, as well as broader and more accessible recreation experiences. This information will be used to inspire a new vision, goals and objectives to establish parks, open space and trails as integral elements of Addison's identity, health, economy, community character and sense of place.

Sub Tasks:

2.1 Outreach Toolkit and Training (Intercept and Photo Contest)

MIG will provide the training, activity materials, and notification/advertising materials for two different Town-led activities that can engage members of the community that may not otherwise be involved in the planning process. MIG suggests the following:

- 1) **Intercept Activity:** MIG will design 3-4 interactive display boards that can be set up at existing community festivals and events, at recreation facilities, and in high-traffic locations to collect feedback about park and recreation priorities and preferences. As a "pop-up activity," the display boards collect information while also serving as small, attractive billboards for Mapita strategically placed around the community. As an added value, MIG will reduce the display board content to a distributable, downloadable 8.5" x 11" meeting/coffee klatch packet that can be self-administered by local service groups, neighborhood associations, clubs and interest groups who would like to be involved in the planning process. MIG will draft intercept questions for Town review, incorporate the questions into large interactive display boards and a small meeting packet, and revise materials based on one set of consolidated edits, providing a digital file (pdf) to the Town.
- 2) **Photo Contest:** Building on Addison's goal and strategies to use photography to market the Town, MIG will create a self-directed activity to collect photos capturing what residents love about Addison's parks, what inspires them to want to be outdoors recreating, and/or what features they would like to see added to Addison's parks and public spaces. MIG will draft the photo activity for Town review and revise materials based on one set of consolidated edits, providing a digital file (pdf).

For Phase 2 outreach activities, MIG will summarize findings in one memo, using data transferred through an online data input form created by MIG. The Town will be responsible for printing and distributing materials, advertising and hosting events, and tabulating results on a MIG-provided data reporting form. Findings will inform Brief #2 and the Master Plan.

2.2 Case Studies, Models and Trends

The MIG Team will identify key trends and innovations for providing parks, facilities, and programs in urban communities, by introducing 5-8 models and case studies from across the country and the world. Obtaining guidance from Town staff in PLT Meeting #2, MIG will dig into selected case studies providing relevant details such as economic development, design, location and operational considerations. The deliverable will integrate research by Dr. John Crompton on the economic value of parks. Findings will be summarized in presentation graphics and incorporated into Brief #2 and the Master Plan.

2.3 Park Capacity and Placemaking Analysis

Building upon information obtained during the Park Tour (Task 1.7) and other resources, MIG will evaluate placemaking and site enhancement opportunities for Addison's parks, select right-of-ways, and prototypical private developments. These may address the unique qualities, character and opportunities associated with Town parks and public spaces—addressing things such as public art, color palettes, signage and wayfinding, social gathering spaces, connectivity, etc. to look at Town spaces in a new and fresh way. MIG will summarize

findings in a short summary presentation. Following Town review, findings will be incorporated into Brief #2 and the Master Plan.

2.4 GIS Park Experience Analysis

In addition to looking at parks and public spaces as places, MIG will evaluate access to different types of recreation experiences across the community through a technical analysis using ArcGIS Network Analyst™. Building on the Mapita data collected, the geographic service reach will consider all ways that recreation participants actually travel to parks, facilities or public spaces, including walking, cycling, car and transit, using existing transportation networks. A service area for each site will be depicted graphically, highlighting gaps and identifying potential ways to increase the area served by improving access.

MIG will create up to three hard copy maps illustrating the service areas and gaps and, if requested, provide data to the Town as .KMZ files, which can be explored by staff in detail using Google Earth. Following Town review of the maps, findings will be incorporated into Brief #2 and the Master Plan.

2.5 Recreation Programs, Events and Activities Analysis

MIG will prepare a programs matrix to inventory, classify and evaluate existing and nearby recreation programs, activities and events by major program service area and location, including those of other agencies and jurisdictions where data are available. This analysis will focus on Addison's recreation activities, leisure experiences and the benefits and outcomes supported by the programs and facilities across the system. It will incorporate existing participation data and identify recreation trends and innovations and identify opportunities for Addison's recreation services to better address the needs of residents, employees, visitors and retail customers. Findings will be incorporated into Brief #2 and the Master Plan.

2.6 Vision, Goals & Objectives

Incorporating outreach feedback and technical data collected, MIG will introduce a new Town vision for parks, recreation, public spaces and trails, plus update the goals, and objectives in the Town's Comprehensive Plan. Findings will be summarized in a presentation or graphic handout and incorporated into Brief #2 and the Master Plan.

2.7 Brief #2: 2028 Vision, Goals, Trends & Needs

Phase 2 data will be summarized in a short, attractive, public message about the new vision for parks and recreation, trends, innovations and opportunities to enhance recreation in Addison and create hip, urban spaces and places for leisure as well as family-oriented parks and programs for the future. MIG will provide a draft document, as well as a final document based on one round of Town comments.

2.8 Project Management and Administration

This task includes short biweekly Project Manager progress calls, project administration, communication and coordination for Phase 2.

Phase 2 Deliverables:

- Outreach toolkit with draft and final intercept boards (pdf), downloadable outreach package, photo contest activity, data input form and summary memo
- Case Studies, Models and Trends Summary Presentation
- Park Capacity and Placemaking Summary Presentation
- Draft and Final GIS Park Access Maps and .KMZ data if desired
- Recreation Programs, Events and Activities Summary Matrix
- Vision, Goals and Objectives Summary Presentation or Handout
- Draft and Final Brief #2

PHASE 3: RE-CREATE

Description: MIG will kick off Phase 3 with a plan development charrette/work session to identify the big and little moves that will reinvent and define Addison's park and recreation system of the future. Using this guidance, MIG will craft Town-wide and site-specific recommendations, development guidelines, capital and operations costs, and operational needs, to set up a discussion of potential priorities and tradeoffs. Involving residents in decision-making creates a greater sense of ownership over projects to be included in the five-year community action plan. Findings will be highlighted in a public brief with renderings, maps and descriptions of transformative projects.

Sub Tasks:

3.1 PLT Meeting #3: Expanded Brainstorming Session

The MIG Team, including Dr. John Crompton, will facilitate a brainstorming session to discuss the business case for parks and recreation in conjunction with potential plan recommendations. In addition to the Project Leadership Team, attendees may include the Town Manager, Department heads from Economic Development and Tourism, and 1-2 other key staff or liaisons to Council. MIG will create an agenda, and following the meeting, incorporate results into Brief #3.

3.2 PAC Meeting #2: Plan Development Work Session

MIG will facilitate a special 2.5- to 3-hour workshop with the PAC to discuss strategies and alternatives for addressing the community's vision and needs using available resources. MIG will create an agenda, design a meeting activity, and following the meeting, prepare a brief summary of the discussion.

3.3 Site and Town-wide Treatments (including opportunities with street ROW)

MIG will prepare Town-wide recommendations applicable to specific parks, trails, public spaces, select streets and other privately-owned public spaces (POPS) to enhance recreation and associated personal, social, ecological, economic benefits. Strategies may include recommended policy changes to meet community needs, promote connectivity and maximize assets. MIG will develop recommendations for each existing site, including a recommended program of activities, summarizing findings in a short presentation. Findings will be incorporated into Brief #3 and the Master Plan.

3.4 Park Development Intent and High-Level Guidelines

Incorporating Phase 2 placemaking findings, MIG will create high level park and public space development guideline recommendations to provide guidance on park design and appropriate levels of development, activation, access, visitation, maintenance and use, addressing anchor attractions, everyday uses, adjacencies, events and programs. The guidelines will be developed for a typology of developments to allow for maximum flexibility as areas and properties in Addison redevelopment or change in use or character. Findings will be summarized in a graphic presentation and incorporated into Brief #3 and the Master Plan.

3.5 Renderings of Transformative Projects

MIG will create renderings, graphics or illustratives for 1-2 key projects, sites or prototypical interventions. Based on Town direction, MIG will provide draft renderings, as well as final renderings based on one round of Town comments, to incorporate into Brief #3 as well as the Master Plan.

3.6 Proposed Park and Recreation System Map

Site recommendations will be spatially depicted on a system maps of parks, public space, trails, and major recreation facilities—showing both existing sites and general locations for potential new/enhanced sites, facilities and trails.

3.7 CIP / Capital and Operations Cost Model

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MIG will develop a cost model (Excel spreadsheet) to summarize a 10-year CIP and cost plan for capital projects. This includes identifying the planning level cost for acquiring land, building and maintaining individual projects and/or renovating, enhancing and programming key sites across the entire system. The model will incorporate regionally based park improvement cost data (capital costs, rehabilitation/renovation costs, capital replacement costs, and operations costs). This model will be designed to serve as tool that can be adapted for inflation for staff to use in subsequent years for cost forecasting.

3.8 Brief #3: Addison's Playbook (Beyond Parks)

Phase 3 data will be summarized in a short, attractive, public message about recommended directions for parks, recreation and public space and the potential for new recreation opportunities that support community livability, Addison's character and economic potential. MIG will provide a draft document, as well as a final document based on one round of Town comments.

3.9 PLT Meeting #4: Community Priorities

MIG will present an overview of Phase 3 findings and discuss potential funding, partnerships and levels of investment. This meeting will also include the discussion/review of the proposed Master Plan outline for approval before MIG starts on content development and formatting.

3.10 Community Prioritization Workshop (PAC #3)

Recognizing the costs associate with capital projects, MIG will host a large community workshop for 60-75 people to involve residents in making decisions about priority projects, programs and service, funding sources to consider, and the level of service to provide based on supported financial investments. The community workshop will involve PAC members in hosting and facilitating small group discussions. It may take advantage of high tech tools, such as Turning Point meeting polling equipment. MIG will facilitate the workshop and develop materials. The City may opt to post the questions/materials in an online forum so that Town staff can involve more residents in identifying priorities for the Master Plan.

3.11 Project Management and Administration

This task includes short biweekly Project Manager progress calls, project administration, communication and coordination for Phase 3.

Phase 3 Deliverables:

- PLT #3: Meeting Agenda and Materials
- PAC #2: Meeting Agenda and Materials
- Site and Town-wide Treatments Summary Presentation
- Park Development Intent and Guidelines Summary Presentation
- 2-3 Draft and Final Renderings
- Draft and Final Park and Recreation System Map
- Draft and Final Cost Model
- Draft and Final Brief #3
- PLT #4: Meeting Agenda and Materials
- Community Workshop Agenda and Materials

PHASE 4: ACTIVATE

Description: MIG will identify funding and partnership options and create an attractive, colorful and graphic-rich administrative draft, draft and final plan to document achievable, prioritized implementation strategies for enhancing the park, recreation and open space system.

Sub Tasks:

4.1 Funding, Partnership and Implementation Plan

A review of existing funding sources, forecast of anticipated or potential funding sources and evaluation of potential partnerships will provide guidance on the feasibility of implementing recommended projects to help residents, staff and PRAB members make solid decisions about the community's willingness to pay for added projects and services.

4.2 Administrative Draft Plan

MIG will create a full draft Parks, Recreation and Open Space Master Plan for internal review.

4.3 Public Draft Plan (with Executive Summary)

Based on one set of consolidated comments, MIG will revise the document into a Public Draft Plan suitable for public circulation and review. MIG will provide web and print ready PDF files of the plan document, along with an Executive Summary excerpt that can provide a short, stand-alone marketing tool to promote parks, recreation and open space in Addison.

4.4 PAC Meeting #4: Draft Plan Review

MIG will present the Public Draft Plan at a PAC Meeting #4 for review, discussion and potentially a recommendation to Council for adoption.

4.5 Town Council Work Session: Draft Plan Review

MIG will present the Public Draft Plan at a Town Council work session or regular meeting for review, discussion and potentially adoption.

4.6 Final Plan

Based on one set of consolidated comments provided by the Town, MIG will finalize the Parks, Recreation and Open Space Master Plan.

4.7 Project Management and Close-Out

This task includes short biweekly Project Manager progress calls, project administration, communication and coordination for Phase 4, as well as the transmittal of a plan deliverables and GIS data to the Town.

Phase 4 Deliverables:

- Administrative Draft Master Plan
- Public Draft Master Plan and Executive Summary
- PAC #4: Meeting Agenda
- Council Meeting Presentation
- Final Master Plan
- Close-out electronic files and GIS data

OPTIONAL TASKS

OPT 1 Added Council Presentation (MIG and Dr. John Crompton)

MIG and Dr. Crompton together will give a presentation overview of the Master Plan to Town Council at a work session or regular meeting.

LOGISTICS AND EFFICIENCIES

For all meetings unless otherwise identified, the Town will schedule the meeting, reserve a location, recruit participants, collect RSVPs, help set up/take down chairs and tables, and provide refreshments (where needed). For Council and Commission meetings, the Town also will provide meeting minutes.

All deliverables will be provided in Microsoft Word, PowerPoint or other agreed upon format. MIG will provide all deliverables in pdf as well. Any comments from the Town shall be consolidated and, where applicable, provided in tracked changes format.

MIG will consolidate meetings into five trips for efficiencies:

- Trip #1: Park tour, PLT #2, PAC #1, Decisionmaker Interviews
- Trip #2: PLT #3 and PAC #2
- Trip #3: PLT #4, Community Workshop/ PAC #3
- Trip #4: PAC #4
- Trip #5: Council Meeting

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

The attached budget outlines the MIG Team's costs for the project. The \$125,000 total is inclusive of all costs, apart from the optional task added at the Town's request as an additional service item. Costs are identified by tasks, with markups and direct costs noted separately.

Consistent with Exhibit C, direct costs cover project-related transportation (airfare, local transportation, parking), materials and supplies, in-house reproduction (photocopying and printing), plotting, postage and mail, communications, meals, and lodging.

A 5% markup is added to address taxes on revenue from direct costs and subconsultant costs. This includes a minor amount associated with the documentation and invoicing of direct costs, as well as the contract management, tracking and documentation needed for subconsultants.

EXHIBIT "B"
OVERALL COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

**Agreement by and between the Town of Addison (Town)
and Moore Iacofano Goltsmon, Inc.
to perform Professional Landscape Architecture and Planning Services for
Parks, Open Space and Recreation Master Plan**

I. OVERALL COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

TASK TO BE COMPLETED	DOLLAR AMOUNT
Masterplan for Landscape Enhancements Reimbursable Expenses	\$125,000.00

Total Lump Sum Fee \$125,000.00

TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)

EXHIBIT B

	MIG, Inc.					
	MIG Total	LCO	Dr. John Crompton	Subconsultant Total	Direct Costs	Professional Fees Total
1 Discover						
1.1	PLT Meeting #1: Project Kickoff Conference Call	\$2,750			\$0	\$1,750
1.2	Background Information Review & Information Gap Identification	\$2,750			\$0	\$1,750
1.3	Engagement, Media and Partnership Strategy	\$2,520			\$0	\$3,520
1.4	Project Branding	\$2,850			\$0	\$1,595
1.5	Parks and Facility Inventory and Base Map	\$1,820			\$0	\$1,820
1.6	Demographic and ESRI Market Tapestry Segments	\$200	\$4,000		\$4,000	\$4,200
1.7	Parks and Public Space Tour	\$4,740			\$0	\$1,750
1.8	Stakeholder/Decisionmaker Interviews (B-B)	\$2,140			\$0	\$200
1.9	PLT Meeting #2	\$1,085			\$0	\$1,685
1.10	PAC Meeting #1: Orientation and SWOT	\$2,035			\$0	\$50
1.11	Maple Questionnaire	\$6,055			\$0	\$1,599
1.12	Brief #1: State of Addison Parks & Recreation	\$2,495			\$0	\$2,495
1.13	Project Management and Administration	\$1,640			\$0	\$50
	<i>Subtotal</i>	\$23,915	\$4,000	\$0	\$4,000	\$23,550
2 Imagine						
2.1	Outreach Toolkit and Training Intercept and Photo Contest	\$1,840			\$0	\$1,840
2.2	Case Studies, Models and Trends	\$3,820		\$1,000	\$1,000	\$4,820
2.3	Park Capacity and Placemaking Analysis	\$2,970			\$0	\$2,970
2.4	GIS Park Experience Analysis	\$3,880			\$0	\$3,880
2.5	Recreation Programs, Events and Activities Analysis	\$2,015			\$0	\$2,015
2.6	Vision, Goals & Objectives	\$2,220			\$0	\$2,220
2.7	Brief #2: 2020 Vision, Goals, Trends & Needs	\$1,775			\$0	\$1,775
2.8	Project Management and Administration	\$1,860			\$0	\$50
	<i>Subtotal</i>	\$18,370	\$0	\$1,000	\$1,000	\$20,420
3 Re-Creates						
3.1	PLT Meeting #3	\$2,415		\$2,000	\$2,000	\$4,415
3.2	PAC Meeting #2: Plan Development/Work Session	\$3,640			\$0	\$1,300
3.3	Site and Citywide Treatments (Including Opportunities with Street ROW)	\$5,520			\$0	\$5,520
3.4	Park Development Intent and High Level Guidelines	\$4,925			\$0	\$4,925
3.5	Reimagining of Transformation Projects (1-3)	\$3,520			\$0	\$1,520
3.6	Proposed Park and Recreation System Map	\$1,480			\$0	\$1,480
3.7	OP / Capital and Operations Cost Model	\$3,980			\$0	\$3,980
3.8	Brief #3: Addison's Playbook (Beyond Parks)	\$2,055			\$0	\$2,055
3.9	PLT Meeting #4: Community Priorities	\$2,490			\$0	\$800
3.10	PAC #3/Community Prioritization Workshops	\$4,475			\$0	\$800
3.11	Project Management and Administration	\$1,840			\$0	\$50
	<i>Subtotal</i>	\$23,170	\$0	\$2,000	\$2,000	\$23,850
4 Activate						
4.1	Funding, Partnership and Implementation Plan	\$2,000			\$0	\$2,000
4.2	Administrative Draft Plan	\$5,520			\$0	\$5,520
4.3	Public Draft Plan (with Executive Summary)	\$4,180			\$0	\$4,180
4.4	PAC Meeting #4: Draft Plan Review	\$1,915			\$0	\$800
4.5	City Council Work Session: Draft Plan Review	\$1,915			\$0	\$800
4.6	Final Plan	\$2,095			\$0	\$2,095
4.7	Project Management and Close-Out	\$1,400			\$0	\$50
	<i>Subtotal</i>	\$20,625	\$0	\$0	\$0	\$12,000
Professional Time and Costs Subtotal		\$109,145	\$4,000	\$3,000	\$7,000	\$8,100
1% Administration/Mark-Up					\$150	\$405
Total Project Cost						\$125,000
		109145	4000	3000	7000	8100
						130145



EXHIBIT "C"
TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. Consultants lump sum fee is inclusive of all direct expenses. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project. Out of state car rental directly related to and necessary for the provisions of the Services described in this Agreement may be eligible for reimbursement upon prior written authorization from the Town.

- B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.
- C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses

for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the Town's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-Town reimbursements.

EXHIBIT "D"
TOWN OF ADDISON CONTRACTOR INSURANCE REQUIREMENTS

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 <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	TOWN 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	TOWN 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) shall be submitted to the Finance Department by email to: Wnewcomer@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town 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 Town 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 Town 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 Town 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 TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN 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 TOWN 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 Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Parks, Recreation and Open Space Master Plan
Company: Moore Iacofano Goltsman, Inc (dba MIG)
Printed Name: Jay Renkens, Principal
Signature: _____ Date: 12/1/17

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, Jay Renkens, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: _____
- None of the Above.

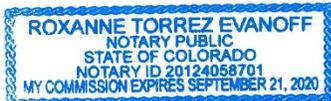
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 1st day of December, 2017.

J. Renkens
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Jay Renkens and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 1st day of December, 2017.



Roxanne Evanoff
Notary Public
My commission expires: 21 SEPT. 2020

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
<p>1. Name of person who has a business relationship with local governmental entity.</p> <p align="center">NA</p>	
<p>2. Check this box if you are filing an update to a previously filed question <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">Not Applicable</p> <p align="center">_____ Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

4. Signature of person doing business with the governmental entity Date:

Signature

Date

Local Government Officers Town of Addison, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor:	Joe Chow
Council Members:	Ivan Hughes, Mayor Pro Tem Jim Duffy, Deputy Mayor Pro Tem Al Angell, Councilman Tom Braun, Councilman Paul Walden, Councilman Lori Ward, Councilwoman
City Manager:	Wesley S. Pierson