



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

March 27, 2018

ADDISON TOWN HALL

**5300 BELT LINE RD., DALLAS, TX 75254
5:00 PM 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**
- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**

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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

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3. Present and Discuss the **Spruill Dog Park Naming Recognition Policy.**

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4. Present and Discuss the **Town's Relationship with the Addison Legacy Foundation and Addison Legacy Foundation Bylaws, and Provide an Update on the Big Idea to Include Procurement of Professional Services and Potential Next Steps.**
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

5. Recognition of **Fire Department Members John Lage and Tim Tomlinson for Completion of the National Fire Academy's Managing Officer Program.**
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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 **February 27, 2018 and the March 6, 2018 City Council Meeting Minutes.**
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8. Consider Action to Approve a **Resolution for a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Design and Implementation of the Town-wide Traffic Signal Optimization Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$171,000.
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9. Consider Action to Approve a **Resolution for the Selection of a Plan for the Addison Circle Park Interactive Display Fountains located at the Addison Circle Park.**

Regular Items

10. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception from the Code of Ordinances Chapter 62 Section 62-140. - Gasoline Signs and Section 62-162. - Premises Signs for Race Trac Located at 15196 Marsh Lane on the Northeast Corner of Marsh Lane and Arapaho Road, in Order to Permit Gas Price Signage on the Canopy and to Permit Additional Signage on the West Facade of the Building.**

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:

Caitlan Biggs, March 23, 2018, by 5:00 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-2634

3.

Work Session and Regular Meeting

Meeting Date: 03/27/2018

Department: City Manager

AGENDA CAPTION:

Present and Discuss the **Spruill Dog Park Naming Recognition Policy.**

BACKGROUND:

At the February 28, 2017 Council meeting, Council approved a resolution adopting a naming and recognition policy for city-owned improvements at Spruill Dog Park. As part of the policy, naming elements are limited to the dog's name, individual or family name, or a dog-centric business name. A dog-centric business is defined as accommodating dogs or dog owners and/or provide supplies, services and care for dogs. The minimum donation for a dog-centric business is \$1,000.

Mayor Joe Chow and Mayor Pro Tempore Ivan Hughes requested this item be placed on a work session to discuss a possible change in the requirement for a business to be dog-centric in order to be eligible to donate.

RECOMMENDATION:

Staff requests direction from Council.

Work Session and Regular Meeting**Meeting Date:** 03/27/2018**Department:** City Manager**Pillars:** Excellence in Transportation Systems**Milestones:** Improve connectivity around Addison with a focus on economic development

AGENDA CAPTION:

Present and Discuss the **Town's Relationship with the Addison Legacy Foundation and Addison Legacy Foundation Bylaws, and Provide an Update on the Big Idea to Include Procurement of Professional Services and Potential Next Steps.**

BACKGROUND:

Mayor Joe Chow and Mayor Pro Tempore Ivan Hughes requested an item be placed on the agenda to discuss the Town's relationship with the Addison Legacy Foundation and its bylaws. Additionally, staff is providing an update on the Big Idea to include procurement of professional services and potential next steps.

At the September 13, 2016, Council meeting, Council made a motion to include \$70,000 in the Hotel Fund for the Fiscal Year (FY) 2017 budget to explore the feasibility of a conceptual project to connect east and west Addison. The feasibility work would include creating conceptual design drawings, creating a preliminary rough order of magnitude cost estimate, and conducting a study to determine the economic feasibility of the project. The progress of the feasibility work was contingent upon the Town receiving \$30,000 from the Addison Legacy Foundation to create a budget of \$100,000 for these studies. Since no work was completed in FY2017, the \$70,000 was rebudgeted for in FY2018.

In the spring of 2017, Town staff began working on developing a Request for Qualifications (RFQ) and Request for Proposal (RFP) that would be used to procure the professional services necessary to complete the feasibility work. During the summer of 2017, Addison Legacy Foundation board members raised the possibility of engaging the Urban Land Institute (ULI) Advisory Services to perform the professional services needed for the "Big Idea" in lieu of pursuing a traditional RFQ process. The ULI Advisory Services provide expert, unbiased, candid, and practical advice from national real estate, land use, design and planning experts. ULI convenes a panel of experts from its membership, which includes developers, planners, financiers, market analysts, designers, economists, architects, etc. The panels bring an outside point of view and the process is intended to help communities gain fresh insight and identify potential solutions to complex land use and real estate challenges.

An Advisory Services Panels engagement costs \$135,000 and involves extensive preparation by Town staff to prepare the engagement. Important preparation steps include:

- Information gathering;
- Identification and scheduling of community stakeholders; and
- Clearly identifying the questions the community wants the ULI to answer.

Staff conducted research and discovered that ULI can provide a \$20,000 grant for the engagement which reduces the cost to the Addison Community to \$115,000. The Town would use the budgeted \$70,000 to go towards this expense, and the Addison Legacy Foundation would be responsible for the remaining \$45,000.

In January 2018, the Addison Legacy Foundation voted to provide the additional \$15,000 (total of \$45,000) to fund the effort. This money would be delivered to the Town; the Town would engage ULI. Staff is requesting the following direction from Council:

- How does the Council want to proceed with the effort?
- Discuss the use of a traditional RFQ/RFP process versus a direct professional services agreement with ULI.
- When does Council want to do this, who does Council want to involve, and who will be involved in deciding the scope and the questions to be answered?

RECOMMENDATION:

Staff requests direction from Council.

AI-2640

5.

Work Session and Regular Meeting

Meeting Date: 03/27/2018

Department: Fire

AGENDA CAPTION:

Recognition of **Fire Department Members John Lage and Tim Tomlinson for Completion of the National Fire Academy's Managing Officer Program.**

BACKGROUND:

Addison Fire Department members, Lieutenant John Lage and Fire Equipment Operator Tim Tomlinson both successfully completed the two year "Managing Officer Program" with the National Fire Academy. The class is supported by the United States Fire Administration and the Federal Emergency Management Agency.

This accomplishment represents their commitment to strive for personal and professional excellence, and desire to enhance their department and community. On behalf of the Addison Fire Department and the Town of Addison, we appreciate their commitment to this program.

RECOMMENDATION:

Information only, no action required.

AI-2625

7.

Work Session and Regular Meeting

Meeting Date: 03/27/2018

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve the **February 27, 2018 and the March 6, 2018 City Council Meeting Minutes**.

BACKGROUND:

The City Secretary prepared the meeting minutes for approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes- SS February 27, 2018

Minutes- February 27, 2018

Minutes- March 6, 2018

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

February 27, 2018

3:00 p.m.

SPECIAL EXECUTIVE SESSION

Addison Town Hall, 2nd Floor Conference Room
5300 Belt Line Rd., Dallas, TX 75254

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

EXECUTIVE SESSION

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

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 Secretary Candidate Interviews

Executive Session Convened at 3:05 p.m.

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.

Open Session Reconvened at 4:52 p.m. There was no action taken.

The meeting was adjourned at 4:52 p.m.

Mayor-Joe Chow

Attest:

Christie Wilson, Interim City Secretary

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

February 27, 2018

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
5:00 p.m. Executive Session & Work Session
7:30 Regular Meeting

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

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**
- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**

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 Secretary Candidate Interviews**

Executive Session Convened at 5:04 p.m.

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.

In the case of the Town of Addison v. Landmark Structures, I move that we authorize the City Manager to settle the law suit on the terms as discussed in Executive Session-MPT Hughes; second by Councilmember Ward; motion passed with all ayes.

In the matter of the Ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek there was no

action.

Discussion of 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 Secretary Interviews was postponed.

The Executive Session recessed at 6:31 p.m.

Work Session convened at 6:40 p.m.

The Executive Session re-convened at 9:15 p.m. after the completion of the Regular items. Discussion regarding the City Secretary Interviews was held and concluded at 9:55 p.m. with no action taken.

The meeting adjourned at 9:55 p.m.

WORK SESSION

3. Present and Discuss the Addison Circle Park Interactive Display Fountains.

Assistant Director of Parks Janna Tidwell presented this item. She reviewed the prior discussion staff had with Council in December 2017 and the options provided at that time. Based on that discussion, Council asked that a cost/benefit analysis of Options 2B and 3 be developed and more information be obtained. Option 2B includes repair and modernization of the fountain at a cost of \$475,000 and Option 3 is for a Crowd Controlled Fountain (Water Gush) at a cost of \$675,000. [2017 construction costs do not include design fees, testing, sound equipment and life cycle costs.]

Ms. Tidwell advised that she visited the manufacturing facility in San Marcos to compare both types of fountains. She discovered that Option 2B had a better visual display however, it would be easier to repair a Water Gush fountain if damaged. Another option presented was Dry-Deck Fountains. The features, installation model, and repair processes were explained. Ms. Tidwell provided descriptions and photos of other fountains in the Metroplex area. She provided comparable descriptions for Options 2B and 3 that includes the number of spray nozzles, spray height, spray zones, LED lighting, and the ability to choreograph to music. Further, she requested Council direction regarding some optional enhancements for the small channel, the long channel and possible splash pad. Construction and lifecycle costs were presented. Council discussion included safety and maintenance concerns.

Council members' general preference was to move forward with Option 2B, including a splash pad [a dry-deck water play area using filtered and chemically treated water] estimated at \$598,500. City Manager Wes Pierson stated the next steps will be to create a budget, hire a consultant, and prepare a bid.

4. Present and Discuss the Format for the Town Meeting on April 16, 2018.

Communications Director Mary Rosenbleeth requested Council's input regarding the upcoming Town Meeting. There was discussion of possibly having a video created however it was noted there are no funds budgeted for one. Councilmember Braun suggested a format similar to the City of Richardson's that he recently attended. The concept would be to have Council set up in separate areas available to answer question on specific topics. Ideas were exchanged about what those topics could include. Director Rosenbleeth will prepare a list of topics and come back to Council at a future meeting to determine assignments.

The Work Session concluded at 7:45 p.m.

REGULAR MEETING

Pledge of Allegiance

Regular Session convened at 7:50 p.m.

Announcements and Acknowledgements regarding Town and Council Events and Activities

City Manager Wes Pierson stated that the next regular Council meeting is scheduled for March 6 rather than March 13, 2018. He announced that Economic Development Director Orlando Campos was recognized by Dallas CEO as one of the most influential business leaders in North Texas for the second year in a row. Mr. Campos briefly spoke giving credit to the Town staff and Council for their leadership. The retirement of long-time employee Mark Acevedo was announced. Mark has been with the Town of Addison for 35 years.

Discussion of Events/Meetings

Mr. Pierson announced that on March 8, 2018 at 6 p.m. at the Addison Conference Centre there will be a Community Workshop for the Addison Circle/Cotton Belt Special Area Study for input from the community regarding the future vision for the growth around the Cotton Belt rail station.

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 speakers.

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.

Items numbered 8, and 10 - 14 were pulled for separate discussion by MPT Hughes.

6. Consider Action to Approve the **February 13, 2018 City Council Meeting Minutes.**

7. Consider Action to Approve a **Resolution Naming the Texas Department of Transportation as the Agent for the Town of Addison for the Purpose of Applying for, Receiving, and Disbursing Funds for Engineering and Design Improvements Related to Taxiway Bravo, Golf Extension, the Westside Service Road, and Taxiway Lighting Improvements at Addison Airport; Accepting a Grant (Currently Estimated in the Amount of \$805,000); Approving a Local Match in the Amount of Ten Percent of the Final Total Grant Amount (Currently Estimated to be \$80,500); and Authorize the City Manager to Execute the Contracts and Agreements with the State of Texas to Implement Improvements at Addison Airport.**

8. Consider Action to Approve a **Resolution Amending the Agreement for Municipal Court Collection Services with GILA D/B/A Municipal Services Bureau and Authorize the City Manager to Execute the Agreement.**

9. Consider Action to Adopt a **Resolution to Approve an Economic Development Program Grant Agreement with Boston Pizza Restaurants LP, and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$30,000.

10. Consider Action to Approve an **Award of Bid for Decor Services for Special Events to Shag Carpet Productions** in an Amount not to Exceed \$117,733.35 Annually.

11. Consider Action to Approve an **Award of Bid for Tent Rentals for Special Events to Michael Sandone Productions Inc.** in an Amount not to Exceed \$181,705 Annually.

12. Consider Action to Approve an **Award of Bid for Furniture Rentals to Marquee Event Rentals** in an Amount not to Exceed \$54,501.58 Annually.

13. Consider Action to Approve an **Award of Bid for Trash Pick-Up Services to ACT Event Services, Inc.** in an Amount not to Exceed \$82,241.80 Annually.

14. Consider Action to Approve an **Award of Bid for Electrical and Air Conditioning Rental and Services for Special Events to CAT Entertainment Services** in an Amount not to Exceed \$141,500 Annually.

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15. Consider Action to Approve a **Resolution to Adopt the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan Prepared for the Town of Addison by Kimley-Horn and Associates, Inc.**

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16. Consider Action to Approve a **Resolution for the Selection of a Plan for the Heating, Ventilation and Air Conditioning (HVAC) System at the Addison Athletic Club.**

Motion to approve the consent agenda items [except 8, and 10-14]- Councilmember Walden; second by Councilmember Angell; motion passed with a vote of 7-0.

For item 8, MPT Hughes requested confirmation that the collection agency will actually be collecting the money.

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

For items 10-14, MPT Hughes requested more information as to the reasons why each of the projects only received one bid. Special Events Director Mark Acevedo explained that many vendors are not capable of handling Addison's events due to the size and scope. He added that the bids required a five year commitment from the vendors. City Manager Pierson added that staff will continue to follow up to find ways to increase interest in these types of things. In addition he reminded Council that the contracts can be renewed or terminated.

Motion to approve- MPT Hughes; second by DMPT Duffy; motion passed with a vote of 7-0.

Regular Items

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17. Present and Discuss an **Update on the Progress of the Belt Line Road Utility Undergrounding Project.**

Assistant Director of Infrastructure Jason Shroyer provided an update on this project. Construction of the electric conduit duct bank is complete with some of the underground conduit pulled. The telecommunications duct bank is also complete with Fiberlight, Spectrum, and AT&T complete with customer tie-ins. The median landscaping is complete and most of the sidewalk widening (to 8') is complete. The AT&T aerial cables are in the process of being removed. Oncor still needs to remove cable from the poles and remove the tops of the poles from Midway to Redding Trail and remove the remainder of the poles. John Burns Construction will complete the traffic signal upgrades, ADA compliance at intersections, sidewalk installation, and landscape restoration. To date the expenditure for the section from Marsh to Midway is \$15,183,594 (\$18,789,168 budgeted.) City Manager Pierson added that if Oncor completes their work by the end of the February then the poles will be removed within another 2 weeks

plus 75 days. John Burns construction should be complete with their work within 75 days.

MPT Hughes expressed a desire for the Belt Line beautification committee to meet with the consultant on this project to see if any efforts can be coordinated. Mr. Pierson said this project is going to be done before the Belt Line beautification work. Mr. Shroyer added that the cement work on this project is already 90 percent complete. There was agreement there should be no delays imposed on this project. The project can be discussed at the next meeting of the Belt Line Streetscape Committee, possibly mid-March.

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18. Present, Discuss, and Consider Action on a **Resolution with Oldcastle Materials Texas, Inc., dba TexasBit, for the Belt Line Road Overlay Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$2,232,863.78

Assistant Infrastructure Director Jason Shroyer reviewed the scope of this project. The existing asphalt will be removed and replaced on Belt Line from Marsh Lane to the Dallas North Tollway. Curb and ramp repairs will be made to adhere to ADA requirements and crosswalks will be marked. Most of the work will be performed during the overnight hours to lesson the impact on daytime traffic, with the exception of Asbury Circle due to the proximity of residences. Only one driveway access point per property will be closed at a time. The contractor will submit a traffic control plan. TexasBit was the lowest qualified bidder on the project.

Marissa Paz reviewed a Communication Plan developed to keep the community informed of the project. Methods to be used include Everbridge/Text Alerts, Nextdoor, the Addison Website, and direct mailers.

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

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19. Present, Discuss, and Consider Action on a **Resolution for Professional Engineering Services Associated with Construction Materials Testing for the Belt Line Road Overlay Project with Alliance Geotechnical Group, Inc. and Authorize The City Manager To Execute the Agreement** in an Amount not to Exceed \$53,955.

Jason Shroyer told the Council that services for this professional services agreement include materials testing for concrete, asphalt overlay, and compaction soil testing. This will help ensure that the Belt Line Overlay project is being installed according to engineering specifications.

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

20. Present and Discuss the **Addison Police Department's 2017 Annual Report.**

Police Chief Paul Spencer presented the department's 2017 Annual Report. The report includes crime and clearance rate statistics for the year. It was noted that the report includes data supporting the fact that for 2016 Addison had the highest clearance rate and the second most crimes in some categories [largely due to the vibrant night life in Addison] among the comparison cities of Addison, Carrollton, Coppell and Farmers Branch. Chief Spencer advised that one of the higher crime rate areas is around the Galleria. Calls for service in residential areas, commercial areas, and hotels were discussed. Chief Spencer also reviewed the case load and staffing for the Criminal Investigations Division. Further, he reviewed the department's community outreach programs, Animal Control statistics and goals for 2018. It was noted that the Rotary Club has provided an \$8,800 grant to be used for outreach programs. Chief Spencer introduced police department staff Jessica Morgan and Kara Curry who were instrumental in helping to prepare the report.

21. Present and Discuss the **Addison Police Department's 2017 Racial Profiling Report And Motor Vehicle Contact Search Analysis Report.**

Chief Spencer advised that state law requires an annual reporting to the governing body of data collected on race or ethnicity of individuals stopped and issued citations or arrested. Analysis of the data indicates the department is in full compliance with the state statutes. In anticipation of new legislation a motor vehicle contact search analysis was also conducted.

22. Present And Discuss the **Fiscal Year 2018 First Quarter Financial Report of the Town of Addison for the Quarter Ended December 31, 2017.**

Chief Financial Officer Olivia Riley provided an overview of the report including revenue sources, expenditures, personnel information, sales tax information, and economic development incentives. The investment report and debt payments information was also provided to the Council.

Discussion of Regular agenda items concluded at 9:07 p.m.

The Executive Session Reconvened at 9:15 p.m. following the conclusion of the Regular Agenda Items.

Meeting Adjourned at 9:55 p.m.

Mayor-Joe Chow

Attest:

February 27, 2018

Interim City Secretary- Christie Wilson

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

March 6, 2018

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

5:00 p.m. Executive Session & Work Session

7:30 Regular Meeting

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

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**
- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**
- **Budget Suites of America located at 15130 Marsh Lane, Addison, Texas, 75001**
- **Contract Dispute with Harris Corporation - Public Safety Radios**

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.

- **Project Skip**

Executive Session convened at 5:05 p.m. The first two items were discussed prior to the meeting being recessed at 6:15 p.m.

Work Session convened at 6:24 p.m.

The Executive Session re-convened at 8:20 p.m. after the completion of the Regular items.
The remainder of the Executive Session items were discussed.

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.

Open Session re-convened at 9:50 p.m. The only item having action taken was regarding the Economic Development discussion on "Project Skip".

Motion to direct the Economic Development Director to negotiate an Incentive agreement regarding Project Skip as discussed in Executive Session- MPT Hughes; second by DMPT Duffy; motion passed with a vote of 7-0.

The meeting adjourned at 9:50 p.m.

WORK SESSION

3. Present and Discuss **Progress on the Town of Addison's Asset Management Plan.**

Lisa Pyles, Director of Infrastructure and Development Services, advised this item is an update on the progress of the Asset Management Plan. Council approved a contract with Kayuga Solutions, Inc. in May of 2017 for development of the plan. She introduced Colin Chung who advised the Council that Phase I of the project is currently 80-95 percent complete. He reviewed the Objectives and the Work Process. Phase I, which should be complete by the end of April 2018, includes assessment of the following asset types: bridges, buildings, fleet, landscape, parks, trails, roadways, water, and wastewater. It has been determined, for the purpose of establishing replacement costs, that the Town has 37,529 assets valued at \$450 million. He briefly reviewed the conditions of park amenities, the pump station, signage, and buildings. A 1-5 scoring methodology for replacements was applied to each asset with a range of "non-essential" to "critical" (safety related) based on condition and age. It was noted that Phase II will include the storm drains, airport, and the Computerized Maintenance Management System (CMMS).

Mr. Chung explained how the CMMS is utilized to evaluate the Town's assets. He then demonstrated the IRIS software. With the assistance of Town staff, IRIS will track assets, repairs, and replacements. City Manager Wes Pierson told the Council that this is a planning tool to help staff and Council make informed decisions in the future.

4. Present and Discuss the **Midway Road Tree Assessment.**

Parks Director Michael Kashuba reminded the Council that the reconstruction of Midway Road from Spring Valley to Keller Springs is expected to have a significant impact on the trees along Midway. As a result of prior Council direction, the Town engaged the services of Arborist Greg David to study the

health and structure of the existing trees. Mr. David was present to review his findings. He told the Council that the trees were evaluated using several factors including species, size, location, overall health and structure, life expectancy and feasibility of transplantation. Twenty-four of the 238 trees evaluated were considered "good" in all categories. All trees evaluated are located in the right-of-way and not in the medians. None of the median trees are expected to remain.

Director Kasuba requested direction from Council from these three (3) options:

- 1) Proceed with the Master Transportation Plan as adopted.
- 2) Proceed with the Master Transportation Plan as adopted but take steps to preserve as many of the 24 trees as possible.
- 3) Keep the existing road layout and sidewalk configuration. Make the necessary ADA improvements and preserve as many trees as possible.

It was noted that some of the 24 trees may be impacted by future roadway construction. City Manager Pierson advised the Council that some of the trees recommended for removal will be replaced according to the current landscape ordinance. Mr. David advised that there are very few trees that could be transplanted to other locations due to size.

Discussion of the options followed. Council preferred Option 2 however, requested that the words "as possible" be replaced with "as reasonable."

5. Present and Discuss the **Format for the Town Meeting on April 16, 2018.**

Communications Director Mary Rosenbleeth asked the Council members what each would like to discuss during the meeting. It was determined that Mayor Chow will open the meeting with introductions, general information, and information regarding the meeting format. Individual stations for each Council member and the city manager will be set up to allow for a less-formal environment and free flow for residents to ask questions.

Individual Council members will be prepared to discuss these subjects as follows:
Councilmember Braun- Cotton Belt Update and Belt Line Road Update
Councilmember Walden- Asset Management Plan and Public Safety Update
MPT Hughes- Parks Master Plan
DMPT Duffy- Airport Update and Communications With Residents
Councilmember Ward- Economic Development Update
Councilmember Angell- Special Events

The Work Session concluded at 7:42 p.m.

REGULAR MEETING

Pledge of Allegiance

Regular Session convened at 7:47 p.m.

Announcements and Acknowledgements regarding Town and Council Events and Activities

City Manager Wes Pierson stated that this meeting is replacing the meeting that would normally have been scheduled on March 13, 2018. There will be no meeting on that date.

Mr. Pierson announced an award received by the Fire Department from the Texas Fire Chief's Association called the Lone Star Achievement Award. The award recognizes the efforts of fire departments from the cities of Addison, Farmers Branch, Carrollton, and Coppell that combined resources to establish a fire training facility, a combined dispatch center, and to purchase public safety radios. Mayor Chow recognized Chief David Jones for the leadership he is providing the Addison Fire Department.

Discussion of Events/Meetings

On March 8, 2018 there will be a Community Workshop for the Addison Circle/Cotton Belt Special Area Study to obtain feedback from the community for a study being conducted to create a vision for growth around the Cotton Belt rail station. It begins at 6 p.m. at the Addison Conference Centre. An important informational presentation will be at 6:45 p.m. He added that DART also is holding a community meeting on the Cotton Belt rail line on March 8th at 7 p.m. at Parkhill Jr. High School.

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 speakers.

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 a **Resolution for Landscape Maintenance of Addison Circle District and Addison Circle Park to LawnScape of Dallas and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$117,540.

Motion to approve Item No. 7- MPT Hughes; second by Councilmember Angell; motion passed with a vote of 7-0.

8. Consider Action to Approve an **Ordinance to Adopt a Tariff Authorizing an Annual Rate Review Mechanism (RRM) as a Substitution for the Annual Interim Rate Adjustment Process as Defined by Section 104.301 of the Texas Utilities Code As Negotiated Between Atmos Energy Corp Mid-Tex Division and the Steering Committee of Cities Serviced by Atmos Energy Corp., Mid-Tex Division.**

Mayor Chow pulled this item from the Consent Agenda for separate discussion and requested a brief explanation. City Manager Pierson advised that this ordinance is authorizing the annual rate review mechanism in an agreed to manner rather than going through the Railroad Commission. It updates the variables used to calculate rates.

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

Regular Items

9. Present and Discuss the **Planning and Zoning Commission Annual Report for 2017.**

Kathryn Wheeler, Chair of the Planning and Zoning Commission, advised that she is presenting the 2017 Annual Report as required by ordinance. She provided an overview of the Commission membership and attendance for each for the seven (7) meetings held. She reviewed the activities and notable cases brought before the Commission.

Ms. Wheeler recommended that the Commission and Council hold a joint work session to discuss whether the ordinance restricting names of businesses that include references to alcohol in some way on exterior signage needs to be amended.

-
10. Hold a Public Hearing, Present, Discuss, and Consider Action to Approve an **Ordinance Changing the Zoning on Property Located at 14555 Dallas Parkway, Which Property is Currently Zoned PD, Planned Development, Through Ordinances O16-028 and O17-05, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premise Consumption Only.** Case 1772-SUP/Ascension.

Assistant Director of Development Services Charles Goff presented this item. He reviewed the location and patio seating, adding that this is a coffee shop with light food and beer and wine service. There are three other locations. The Planning and Zoning Commission recommended approval. The public hearing was opened and closed at 8:05 p.m. with no one wishing to speak.

Motion to approve- Councilmember Walden; second by DMPT Duffy; motion passed with a vote of 7-0.

11. Present, Discuss, and Consider Action on a **Resolution for Appointments to the Economic Development Strategic Plan Special Project Committee.**

Economic Development Director Orlando Campos advised that this committee will assist with the upcoming development of the Strategic Plan. Four meetings are planned. The first will be a launch meeting and the other meetings will be held in conjunction with the phases of the plan. The plan should be completed in six months. It was noted that there are 48 applicants.

The following people were appointed: Kent Pierce, Judy Lembke, Ron Holley, Ralph Doherty, CJ Comu, David Chavez, Jeff Laceky, David Collins, Mark Sommer, Adam Gordon, Casey Hasten and Sabina Bradbury.

Motion to approve as named- MPT Hughes; second by Councilmember Ward; motion passed with a vote of 7-0.

-
12. Present, Discuss and Consider Action on **Acceptance of the Fiscal Year 2017 Comprehensive Annual Financial Report (CAFR).**

Chief Financial Officer Olivia Riley introduced auditors from the auditing firm of BKD, LLP who briefly reviewed the Comprehensive Annual Financial Report for 2017. It was noted that the Finance Department staff prepared the report with the exception of the Independent Auditor's Report letter that includes an "unmodified" or clean opinion of the Town's financial records. It was also pointed out that the Town received a Certificate of Achievement for Excellence in Financial Reporting for fiscal year ending 2016. This is the 40th year the Town has received this award. The 2017 report will be submitted at the end of March for consideration as well. City Manager Pierson thanked and congratulated CFO Riley and the Finance Department for their work on the CAFR, adding that it was completed earlier than normal.

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

The Regular Session ended at 8:20 p.m. Council then re-convened the Executive Session.

Meeting Adjourned at 9:50 p.m.

Mayor-Joe Chow

Attest:

Interim City Secretary- Christie Wilson

Work Session and Regular Meeting**Meeting Date:** 03/27/2018**Department:** Infrastructure- Development Services**Pillars:** Excellence in Transportation Systems**AGENDA CAPTION:**

Consider Action to Approve a **Resolution for a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Design and Implementation of the Town-wide Traffic Signal Optimization Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$171,000.

BACKGROUND:

Addison's most recent traffic signal optimization project was done in 2009. Typically, a traffic optimization update is done every 10 years because of increases in traffic volumes, shifting traffic patterns, and updated traffic standards.

The Town issued a Request for Qualifications (RFQ) during the summer of 2017 for general engineering and design services. In response to that RFQ the Town received 40 proposals. Three firms were short-listed for this project because they showed specific experience with traffic signal timing and optimization projects. The three short-listed firms were: Kimley Horn, Othon, and Dunaway. Each firm was scored based on the following criteria:

- Specialized experience
- Past performance
- Capacity to accomplish work in the required time
- Professional qualifications

After interviewing the short-listed firms, Kimley-Horn was selected to perform the traffic signal optimization project.

Kimley-Horn has served as the Town's traffic engineering firm for over 15 years. Their experience and history with the Town provides context and an understanding of the existing issues that the Town is facing, such as congestion, safe pedestrian movements, and the coordination of traffic signals in adjacent jurisdictions. This project will also require coordination with several surrounding municipalities, such as the City of Dallas, the City of Farmers Branch and the City of Carrollton. Kimley Horn is currently working with Dallas Traffic Operations performing signal timing and optimization projects on several corridors throughout Dallas and they have also worked with the City of Carrollton on similar projects in the past.

There are thirty-eight (38) signalized intersections in Addison. The traffic signal optimization project will include development of an updated, coordinated traffic signal model to determine the appropriate traffic signal timing modifications. This model will be fine-tuned using the updated traffic information including:

- Updated traffic counts
- Traffic turning movement counts
- Traffic travel time information

Once these traffic signal timing patterns have been developed, they will be further refined during implementation in the field. The result will be a better coordinated, more efficient traffic signal operation that allows people to move through and around Addison in a timely and safe manner.

The project will update the Town's traffic signal timing plans with current traffic and updated industry best standards information. This will provide more consistent, coordinated vehicular traffic movements through the Town's intersections that should result in fewer stops. The updated information should also decrease the amount of time stopped at intersections. Because of the heavy traffic volumes, the changes will be most noticeable during the off-peak (non-rush hour) times. This is particularly the case on the Town's major arterials.

The deliverables for this project include updated traffic signal timing plans, updated traffic signal (Synchro) models, and before and after travel time runs. Kimley-Horn's staff will also aid the Town during the installation of these updates at each of the 38 signalized intersections.

Funding for this project was approved during the Fiscal Year (FY) 2018 budget process in the amount of \$190,000 in the Self-Funded Project Fund. The cost to perform the traffic signal optimization project is \$171,000. The project is expected to be complete in December 2018.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution

Intersection Map

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 KIMLEY-HORN ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$171,000.00, FOR THE DESIGN AND IMPLEMENTATION OF THE TOWN-WIDE TRAFFIC SIGNAL OPTIMIZATION PROJECT, 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 Agreement for Professional Engineering Services between the Town of Addison and Kimley-Horn Associates, Inc., in an amount not to exceed \$171,000.00, for the design and implementation of the Town-wide Traffic Signal Optimization project, 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 27th day of March 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this ____ day of _____, 2018, by and between the Town of Addison, Texas ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC., ("the Consultant").

NAME OF PROJECT: **Traffic Signal Optimization Project** ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in **Exhibit A**, which is attached and made a part of this Agreement ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, including performance requirements, budgetary limitations, and copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in Exhibit A), current traffic signal control information and NCTCOG Aerial photography electronic files.

(e) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(f) Examine all studies, reports, sketches, drawings, specifications, proposals and other

EXHIBIT A

documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(g) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(h) Cause to be provided such accounting, legal, independent cost estimating and insurance counseling services as may be required for the Project.

(i) If the Client designates a person to represent it at the site other than Consultant or its agent or employee, set forth the duties, responsibilities and limitations of authority of the representative and the effect on the responsibilities of the Consultant in an exhibit to this Agreement before services begin.

(j) Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.

(k) Attend the project kick-off meeting, monthly progress meetings, teleconference meetings, a public workshop, community meetings and related Town Council meetings.

(l) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(m) Bear all costs incidental to the responsibilities of the Client.

(3) Period of Services. This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work timely after receipt of a fully executed copy of this Agreement and any required retainer amount. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. Direct Expenses are included in the Consultant's Fee 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 "A," and consistent with Exhibit

EXHIBIT A

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

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client. Any additional expenses should only be made with written authorization from the Client.

(5) Method of Payment.

(a) Invoices will be submitted on a monthly basis to Client for services performed and expenses incurred. The Client may reasonably require additional information and/or documentation to verify invoices received. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and Kimley-Horn project number. Interest will be added to accounts not paid within 30 days at the lower of the rate of 12% per annum or the highest rate permitted by law, beginning on the 30th day. If the Client fails to make any payment due the Consultant under this Agreement that is not disputed by Client, within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings to secure its right to payment.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition except as Client may otherwise indicate in writing in connection with a payment. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Use of Documents. All documents, including but not limited to drawings, databases,

EXHIBIT A

specifications, reports, and data or programs stored electronically, prepared by or for the Consultant pursuant to this Agreement are related exclusively to the services described in this Agreement, and, except to the extent described in this section below, shall belong to, and remain the sole property of Client's for its exclusive reuse at any time without further compensation and without any restrictions only if the Client has satisfied all of its payment obligations under this Agreement that are not in dispute. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Any cost limitations of the Client shall be provided in writing to the Consultant prior to the commencement of Consultant's services, otherwise, Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Termination. This Agreement may be terminated (a) by either party upon fifteen days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, unless the non-terminating party corrects such default or presents a mutually agreeable plan to cure such failure within such time, or (b) upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination in accordance with and subject to the other terms and provisions of this Agreement. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount

EXHIBIT A

of services which were to have been performed.

(9) Insurance.

(a) At all times in connection with this Agreement, the Consultant shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

- (i) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.
- (ii) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (iii) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (iv) Professional Liability coverage at minimum limits of \$2,000,000 covering claims resulting from negligent engineering errors and omissions. This coverage must be maintained for at least four (4) years after the project for which Consultant's services are being provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter described herein.

(b) With reference to the foregoing insurance, Consultant shall specifically endorse applicable insurance policies as follows:

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

EXHIBIT A

- (ii) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
 - (iii) A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
 - (iv) All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.
 - (v) All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
 - (vi) All insurance policies, which name the Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - (vii) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - (viii) Consultant may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
 - (ix) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.
- (c) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the execution of this Agreement (and updated as needed), and shall contain provisions representing and warranting the following:
- (i) List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
 - (ii) Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.
- (d) Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier.
- (e) Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

EXHIBIT A

(10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of professional care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Consultant warrants and represents that its services shall, to the best of Consultant's knowledge, information and belief as an engineer performing the practice of engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error. In accordance with the standard of care set forth herein, Consultant agrees that if it shall recommend unsuitable methodology for assessing signal operation in connection with the project or this Agreement or if its services should be defective in any way, Consultant will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Consultant's failure to meet the standard of care set forth herein or methodology for assessing traffic signal operations. Except as may be set forth in this Agreement, no other warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) CONSULTANT'S INDEMNITY OBLIGATION.

IN CONSIDERATION OF THE GRANTING OF THIS AGREEMENT AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT AND CLIENT'S ELECTED AND APPOINTED OFFICIALS, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (COLLECTIVELY, "CLIENT PERSONS" AND EACH BEING A "CLIENT PERSON"), FROM AND AGAINST ANY AND ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR, RELATED TO, OR ARISING OUT OF INJURIES (INCLUDING BUT NOT LIMITED TO DEATH), LOSSES, EXPENSES, LIABILITY, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, SUITS, HARM, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), OF ANY KIND OR NATURE WHATSOEVER, MADE UPON OR INCURRED BY CLIENT OR BY ANY OTHER CLIENT PERSONS, (COLLECTIVELY, "CLAIMS"), TO THE EXTENT DAMAGES ARE CAUSED BY OR RESULT FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR BY THE CONSULTANT'S EMPLOYEE, OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (THE CONSULTANT'S EMPLOYEE, AGENT, CONSULTANT UNDER CONTRACT, OR SUCH OTHER ENTITY BEING, COLLECTIVELY, "CONSULTANT PERSONS").

WHEN CLAIMS ARISE OUT OF THE CO-NEGLIGENCE OR OTHER CO-LIABILITY OF CLIENT OR OTHER CLIENT PERSON AND THE CONSULTANT OR ANY CONSULTANT PERSONS, CONSULTANT'S LIABILITY UNDER THIS ARTICLE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN DEFENSE OF CLAIMS) EQUAL TO CLIENT PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR OTHER LIABILITY THAT CAUSED THE LOSS ATTRIBUTABLE TO SUCH NEGLIGENCE OR OTHER LIABILITY. LIKewise, IN SUCH INSTANCE, CONSULTANT'S LIABILITY, IF ANY, FOR CLIENT PERSON'S DEFENSE

EXHIBIT A

COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO CLIENT PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR OTHER LIABILITY THAT CAUSED THE LOSS ATTRIBUTABLE TO SUCH NEGLIGENCE OR OTHER LIABILITY.

THE PROVISIONS IN THE FOREGOING DEFENSE, INDEMNITY AND HOLD HARMLESS ARE SEVERABLE, AND IF ANY PORTION, SENTENCE, PHRASE, CLAUSE OR WORD INCLUDED THEREIN SHALL FOR ANY REASON BE HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, VOID, OR UNENFORCEABLE IN ANY RESPECT (INCLUDING, WITHOUT LIMITATION, FOR VIOLATING SECTION 271.904(A), TEX. LOC. GOV. CODE, OR SECTION 130.002(B), TEX. CIV. PRAC. & REM. CODE), SUCH INVALIDITY, ILLEGALITY, VOIDNESS, OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PROVISION THEREOF, AND THIS DEFENSE, INDEMNITY AND HOLD HARMLESS PROVISION SHALL BE CONSIDERED AS IF SUCH INVALID, ILLEGAL, VOID, OR UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED IN THIS AGREEMENT.

CONSULTANT SHALL PROMPTLY ADVISE CLIENT IN WRITING OF ANY CLAIM OR DEMAND AGAINST CLIENT OR ANY OTHER CLIENT PERSON, CONSULTANT, OR CONSULTANT PERSON RELATED TO OR ARISING OUT OF CONSULTANT'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONSULTANT'S SOLE COST AND EXPENSE. CLIENT PERSONS SHALL HAVE THE RIGHT, AT CLIENT PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONSULTANT OF ANY OF ITS OBLIGATIONS HEREUNDER. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(12) Consultant Representations. Consultant represents and warrants that it has all necessary licenses, permits, certificates, or other authorization to perform the work and services described in Exhibit A. Consultant acknowledges that Client is entering into this Agreement in reliance on Consultant's professional abilities with respect to performing the services set forth in this Agreement.

Consultant further represents and warrants that:

- its services and work will be provided in a professional, good and workmanlike manner, consistent with the professionally accepted best practices and standards that are in use in Consultant's line of business as of the time such services and work are provided;
- it has the skills, qualifications, experience and financial capability necessary to perform the services described in this Agreement and has performed and continues to perform the same and similar services for other businesses (including governmental entities); and
- it is and shall be during all time of this Agreement validly existing and authorized to do business, and be in good standing in the State of Texas.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party

EXHIBIT A

reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by either party arising out of this Agreement or its breach may by agreement of the parties be submitted first to mediation, however, this shall not limit or affect any rights or remedies that the Consultant or the Client may exercise at law or in equity.

(15) Hazardous Substances. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(16) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. Neither party hereto shall assign, sublet, convey or otherwise transfer any rights or duties under, or interest in this Agreement, without the written consent of the other party. The Consultant may, with Client's prior written consent, augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant does so, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. If any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions.

(a) This Agreement is to be governed by the law of the State of Texas, without regard to choice of laws rules of any jurisdiction. In the event of any suit, action, or proceeding under this Agreement, exclusive venue for the same shall lie in Dallas County, Texas. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or

EXHIBIT A

understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

- (b) Consultant is and shall in all events be an independent contractor exercising control over its work and services and the manner in which they are performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow Client to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by Consultant shall be provided in a manner consistent with all applicable laws, rules, standards and regulations governing such work and services.
- (c) The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.
- (d) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.
- (e) The persons signing this Agreement on behalf of the parties have the authority to do so.
- (f) For purposes of this Agreement, "includes" and "including" are terms of enlargement and

EXHIBIT A

not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded. Section headings herein are for convenience only and shall not be used in interpretation of this Agreement.

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

To Consultant:	To Client:
Kimley-Horn and Associates, Inc.	Town of Addison, Texas
13455 Noel Road	5300 Belt Line Road
Two Galleria Office Tower, Suite 700	Dallas, Texas 75254
Dallas, Texas 75240	Attn: City Manager

(h) From time to time either party may designate another address and person to whom attention is to be sent within the State of Texas for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

TOWN OF ADDISON, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Wesley S. Pierson
ITS: _____ City Manager
ATTEST: _____
(IF CORPORATION, AFFIX CORPORATE SEAL)

BY: _____
Eric Z. Smith
ITS: _____ Assistant Secretary
ATTEST: _____
Synthia Day

EXHIBIT A

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Project Description

Addison's Town-wide traffic signal timing plans for coordinated arterial progression were last updated in 2009 and 2010. These plans provide coordination along Belt Line Road, Midway Road, Arapaho Road, Addison Road, Marsh Lane, and Keller Springs, and at many locations are synchronized with adjacent signals in the cities of Dallas, Carrollton, and Farmers Branch. While timing has been adjusted, and maintained over time, this project will revisit control strategies for the entire traffic signal system and develop new timing solutions based on current standards and state of practice.

The Consultant will perform the professional Engineering services described herein for the Client. All thirty-eight (38) of the Town's signalized intersections (inclusive of the pedestrian signal on Belt Line Road) are included in the project area. The project will include developing an updated base model for the signalized intersections and roadway segments connecting these intersections; performing a baseline analysis of AM, Midday, PM, Late-Night, and Weekend peak periods; recommendation of minor intersection and signal improvements; and development, implementation, and fine-tuning of newly optimized signal timing plans.

Basic Services

Kickoff Meeting

At the outset of the project, the Consultant will prepare for and attend one (1) kickoff meeting with the Client to begin the exchange of data to be provided to the Consultant. Also, various policy issues related to signal timing will be discussed.

Assemble Existing Data

The Consultant will obtain from Client the current local controller and coordination timing for all project intersections. It is anticipated that this information will be provided in the form of printouts from the signal system database in PDF format. This information will need to include the following:

- Local controller timing parameters
 - Minimum and maximum green times;
 - Vehicular clearances (e.g. yellow and all-red);
 - Pedestrian timing (e.g. walk and flashing-don't-walk);
 - Phase sequences;

EXHIBIT A

- Local special functions; and
- Phase orientation.

- Coordination timing
 - Cycle lengths, offsets, splits, and phase sequences;
 - Time-of-day, day-of-week (TOD/DOW) schedules;
 - Special events timing; and
 - System-commanded special functions.

Qualitative Assessment

Using personnel experienced in traffic signal operations, the Consultant will perform an in-field qualitative traffic operations assessment. This will specifically include observing existing cycle lengths, splits, offsets, phase sequences, and left turn operations modes (e.g., permissive-only, protected-permissive, or protected-only). The Consultant will also identify by movement any intersection approaches where excessive queuing is observed, where capacity appears to be substantially constrained, and/or where excessive delay appears to be the result of inefficient signal operations. For all Project intersections, the Consultant will also make note of locations where possible changes in lane assignment may improve intersection operation.

All project intersections will be observed during the weekday AM, midday, PM peaks, and on Saturday.

Verification of Arterial and Intersection Geometry and Pedestrian Accommodation

The Consultant will perform a field inventory to collect or verify the following information:

- Project intersections
 - Number of lanes and lane use;
 - Modes of left turn operation;
 - Existence of push buttons;
 - Length of left-turn bays; and
 - Crosswalk and stop bar locations.
- Arterial segments between project intersections
 - Number of lanes; and
 - Posted speed limits.
- Pedestrian accommodation (for each pedestrian movement)
 - Pedestrian LED countdown signal modules; and
 - Accessible pedestrian signals.

EXHIBIT A

Traffic Counts

- Machine Counts

New recording machine counts are being collected under a separate contract, as part of the 2018 Town-Wide Count Program. Data from that program will be used for this retiming effort.

- Turning Movement Counts

New Turning movement counts (TMCs) will be collected under a separate contract, as part of the 2018 Town-Wide Traffic Count Program. Peak periods being counted are as follow:

- Weekday AM Peak (7:00 AM to 8:30 AM)
- Weekday Midday Peak (12:00 PM to 1:30 PM)
- Weekday PM Peak (4:45 PM to 6:15 PM)
- Weekend Midday Peak (2:00 PM to 3:30 PM)

For signalized intersections adjacent to Greenhill School, Trinity Christian Academy, and George Bush Elementary, times will be adjusted to capture the inbound and outbound school peaks.

Each of the weekday TMCs will be made on a non-holiday Tuesday, Wednesday, or Thursday when the local schools are in session. The weekend TMC will be made on a weekend when a holiday does not occur on Saturday or Sunday, the preceding Thursday or Friday, or the following Monday.

- Travel Time Runs (Before and After)

“Before” and “After” travel time runs will be made under a separate contract, as part of the 2018 Town-Wide Traffic Count Program.

Five runs will be made in each direction for the following four corridors:

- Arapaho Road (Marsh Lane through Dallas Parkway NB)
- Belt Line Road (Marsh Lane through Dallas Parkway NB)
- Addison Road (Sojourn through Belt Line Road)
- Midway Road (Keller Springs through Spring Valley)

These travel-time runs are used to quantify benefits achieved through this project, as they relate to reduced travel time along the specified corridors (travel time, delay, speeds, and numbers of stops).

EXHIBIT A

INRIX Data Analysis

INRIX is a cloud-based platform that delivers granular traffic data, analytics, and visualizations on-demand. The crowd-sourced probe-based data includes historical GPS data from over 300 million global sources and features historical data availability for nearly 3 years up to the previous day.

To supplement traditional data, the Consultant will obtain crowd-sourced probe data from INRIX for the Belt Line Road, Addison Road, and Midway Road corridors. This data will supplement “before” and “after” travel time runs to quantify the benefits of the signal retiming effort. The data can be used by the Town to monitor their system and evaluate and rank corridors for future regional traffic signal retiming efforts, based on quantifying the natural degradation of coordinated signal timing.

Data from INRIX will be used to estimate the signal performance before and after the corridor was retimed. The data will be collected one month before and one month after implementation, excluding major special events, holidays, and changes in school schedule. Measures of effectiveness (MOEs) expected to be evaluated include:

- Speed
- Travel time
- Delay
- Travel Time Index
- User Delay Cost

Other MOEs may be available and/or deemed appropriate by the Consultant for analysis.

Clearance Interval Calculations

The new 2011 edition of the *Texas Manual on Uniform Traffic Control Devices* (Texas MUTCD) became effective on December 8, 2011. That manual included changes in the procedures for calculation of vehicular and pedestrian clearance times. As such, clearance intervals recalculated in 2009 were not performed in accordance with the new Texas MUTCD. The current state of the practice is found in National Cooperative Highway Research Program ([NCHRP Report 731](#)). NCHRP 731 forms the basis of the new [ITE Recommended Practice](#), and is considered state of the practice for calculating clearance times.

Values calculated using the NCHRP formulas are very conservative, due to speed assumptions used in the calculation. Essentially, the NCHRP calculations provide as much or more total clearance time as the ITE formula, with more yellow and slightly less red.

As part of this project, the Consultant will work with Client staff to determine appropriate and consistent clearance interval calculations to be used in Addison, and will recalculate the clearance intervals accordingly.

EXHIBIT A

Number of New Timing Plans

For the entire project area, five (5) base timing plans will be developed, with the planned addition of two (2) variant plans (Off-peak and Midday) for use on weekends:

- Weekday AM Peak;
- Weekday Off-peak.
- Weekday Midday Peak;
- Weekday PM Peak; and
- Late-Night.

The off-peak timing plan will be intended for use during time periods when traffic volumes are relatively low but still great enough for coordinated operation to be desirable. Typical times when this timing plan may be desirable include weekday mornings between 9 and 11 AM, evenings between 7 PM and 9 PM, and extended periods on the weekends. The Late-Night plan could conceivably run from 9 PM until 6 AM.

Updated Synchro™ Models

Trafficware's Synchro™ is a macroscopic analysis and simulation software application. This software is the basic tool used to model, analyze, simulate and develop new optimized timing solutions for signalized traffic networks.

The Consultant will develop updated Synchro™ models for each plan, inclusive of any planned changes to be made on the street during this project. New TMCs will be incorporated into each of seven (7) models. Newly calculated clearance times will also be incorporated into the models. The Consultant will then use the following process to calibrate each model for existing peak conditions. Modeled link speeds will be adjusted to achieve a reasonable correlation with actual corridor travel times as determined during the qualitative assessments and the *before* travel time runs. The SimTraffic™ feature will be used to perform a qualitative (i.e., visual) assessment of the adequacy of the calibration. Specific factors that will be reviewed include queue lengths and the locations of significant stops and delays. Iterative adjustments will be made until reasonable calibration is achieved.

The Synchro™ model for the off-peak timing plan will be developed using approximately 70 percent of the counted volumes the weekday midday peak. Exact percentages will be based on factors derived from new 4-day count data.

Intersection Operations Assessment

During the qualitative assessment and field verification process, the Consultant will identify possible opportunities to improve intersection operations through hardware modifications and lane assignment changes (e.g., by changing a shared left-through lane to a left-only lane).

EXHIBIT A

Using the Synchro™ models and new TMC data, the Consultant will quantitatively assess the benefits of such possible changes.

The Consultant will prepare and submit a brief technical memorandum that discusses the following:

- Recommended lane assignment changes; and
- Modifications to intersection control hardware;
- Potential safety enhancements.

Cycle Length Requirements and Control Area Boundaries

Using the Synchro™ models, the current coordinated cycle lengths will be analyzed for critical intersections on each arterial, to verify that these cycles are still practical moving forward. Having just one control area is desirable since progression cannot be provided across the boundary between control groups that are operating at different cycle lengths. However, Addison has areas that differ greatly in characteristics and traffic demand, so it is anticipated that the recommended strategies will continue to have multiple control areas.

For each of this project's timing plans, the intent will be to determine if current control groups are still the most efficient, or if certain intersections should be moved to different control groups during certain times of the day or days of the week. It is assumed that multiple control groups are will still be the best overall solution for minimizing delays, especially on side streets, but the potential of a single control group will be explored.

Considering all of these factors, the Consultant will determine the most appropriate control groups.

Develop Preliminary Timing Plans

Each of the new timing plans will be developed using the following process.

- Synchro™ will be used to generate a "first cut" version of the timing plan.
- "On-screen" review and adjustment will then be performed by senior engineers with extensive experience in traffic signal operations. At intersections that are not over-saturated, Synchro™ tends to allocate more time than necessary to minor movements. Accordingly, the splits for non-coordinated phases will be reduced to provide additional split times for the coordinated phases. The progression bands will be reviewed and offset will be made to improve operations for the coordinated movements. Also, to the extent possible without creating a yellow trap, phase sequence adjustments will be made as deemed appropriate.

EXHIBIT A

For capacity-critical intersections, the Consultant will review the TMC data to determine if multiple splits appear to be needed. For example, if the peak 15-minute volumes occur at the same time for all movements, only one split will be presumed to be needed. However, if the peak 15-minute period for one critical movement occurs substantially earlier or later than the peak 15-minute period for other critical movements, it may be appropriate for that timing plan to have more than one split at that intersection. This is often the case at intersections like Quorum & Belt Line, or Arapaho & Addison Road where the local outbound commuter peak may occur before traffic commuting to or through Addison peaks. Another example is Hornet & Midway, where there is a significant school peak.

Develop Preliminary Time-of-Day Schedule

Using the four-day count data, the Consultant will develop a recommended time-of-day/day-of-week (TOD/DOW) schedule(s) for operation of the new signal timing plans. History in the areas surrounding Addison show that the AM and PM peaks have been increasing in duration, corresponding to a need for operating those timing plans for a longer period of time. Such recommendations would be communicated with adjacent agencies that currently have signals coordinated with Addison on a common schedule.

Timing Plan Review Meeting

The Consultant will prepare for and attend up to two (2) meetings with the Client to review the proposed timing plans. The Consultant will present the proposed timing plans and TOD/DOW schedules to the Client. The Consultant will also present recommendations for any operational changes that appear to be needed due to interactions between u-turns and right turns on red.

An LCD or large on-wall monitor will be used so that the effects of possible timing plan modifications can be viewed on-screen. Through interactive discussions, consensus will be reached regarding modifications to be made before the new timing plans are implemented.

Following these meetings, the Consultant will make agreed-upon modifications and prepare the timing plan data in the format needed by Client staff to enter the new timing into the controllers. This will consist of Synchro™ timing sheet print-outs of the intersection timing along the standard Client timing sheets previously developed by the Consultant.

Given the number of intersections and timing plans, it is assumed that not more than two (2) review meetings will be required to reach consensus regarding the new timing plans.

Timing Plan Data Entry

The actual entry of new timing plans into the controller databases will be done by the Client staff responsible for operating and maintaining the signals. This is typically done by first entering the timing data into a computer. During this process, the Consultant will provide on-call support to resolve issues that may arise.

EXHIBIT A

Timing Plan Implementation and Fine-Tuning

The Consultant will plan to be on-site with Client staff as new timing is downloaded from the computer into the field controllers. The Consultant will then perform in-field fine-tuning to enhance actual on-street operation of new timing plans. It is assumed that Client staff will be on-hand to download desired timing adjustments into the controller databases, at least during normal business hours, and that Consultant staff will have access to the field controller cabinets to verify operations and to make changes in cases when Client staff is not otherwise available.

Fine-tuning for the new timing plans will be performed as soon as practical after implementation.

Final Documentation

“After” travel time runs will be made under a separate contract, as part of the 2018 Town-Wide Traffic Count Program. The locations, times-of-day, and number of runs will be the same as for the *before* runs. The Consultant will develop a project final report the will include the following:

- Executive summary;
- Narrative discussion of the Project with supporting figures such as maps of the control groups by time period; and
- Tabular comparisons of the *before* and *after* travel time runs.

The Consultant will submit a draft version of the final report for review by the Client. It is anticipated that the draft report will be submitted electronically in a PDF format. Following receipt of comments, the Consultant will prepare and submit a sealed final report. Up to ten (10) copies will be provided for the Client. The Consultant will also provide the Client with a PDF version of the sealed final report.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates, or as lump-sum services as part of negotiated additional scope. Additional services we can provide include, but are not limited to, the following:

- Presentations and/or additional meetings
- Development of additional coordinated traffic signal timing plans
- Additional peak or off-peak periods
- Additional special event or school-related timing
- Coordination with other Cities, beyond that anticipated in the scope of services
- Additional in-field fine tuning efforts

EXHIBIT A

Lump Sum Fee Schedule:

Task	Fee
Field Data, Initial Observations, and Modeling	\$ 38,000
INRIX Data Assessment	\$ 6,000
Development of New Coordinated Timing	\$ 60,800
Implementation and Fine Tuning	\$ 54,200
Project Documentation	12,000
TOTAL	\$ 171,000

EXHIBIT A

EXHIBIT B

SCHEDULE AND DELIVERABLES

Schedule: The Consultant will provide its services as expeditiously as practicable and work with the Town to maintain a mutually agreeable schedule. The anticipated project schedule at the start of the project is shown below:

Anticipated Project Schedule (3/7/18)

Practical Schedule	Jan	Feb	Mar	April	May	Summer	Sept	Oct	Nov	Dec
NTP / Kickoff										
Assemble Data										
Develop Standards										
Calculate New Interval Timing										
Initial Field Observations										
Update Base Synchro Models										
Recommend Low-Cost Enhancements										
Develop Preliminary Timing Plans										
Timing Plan Review										
Deliver Timing Plans										
Implementation and Fine Tuning										
Final Data Collection										
Project Documentation										

Holidays Impacting Traffic Operations

Deliverables: The Consultant will deliver the following materials to the Town:

1. Memorandum of recommended enhancements to increase project benefits
2. Timing sheets representing new timing plans to be deployed
3. Draft and final project technical memorandums
4. Final “as fine-tuned” timing sheets that reflect timing on the street at conclusion of the project.

EXHIBIT A

EXHIBIT C

STANDARD HOURLY RATE SCHEDULE

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$240 - \$265
Senior Professional II	\$180 - \$250
Professional	\$160 - \$210
Senior Technical Support	\$115 - \$190
Technical Support	\$70 - \$100
Analyst	\$105 - \$175
Support Staff	\$ 75 - \$ 115

Effective July 2017

EXHIBIT A

EXHIBIT D

TOWN OF ADDISON 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

EXHIBIT A

EXHIBIT D

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.

EXHIBIT A

EXHIBIT D

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.

DALLAS



CARROLLTON

DALLAS

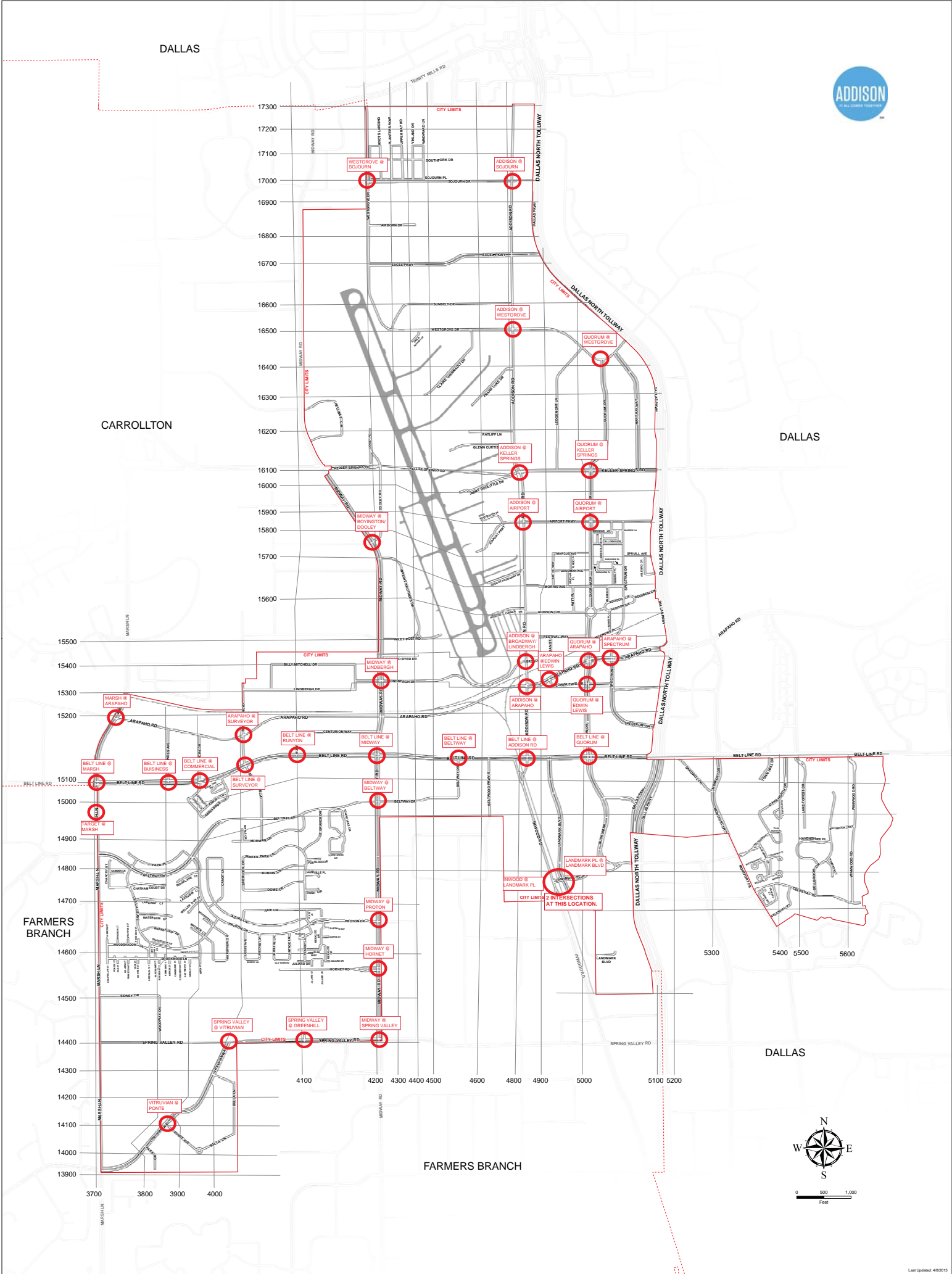
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FEET



Work Session and Regular Meeting**Meeting Date:** 03/27/2018**Department:** Parks & Recreation

AGENDA CAPTION:

Consider Action to Approve a **Resolution for the Selection of a Plan for the Addison Circle Park Interactive Display Fountains located at the Addison Circle Park.**

BACKGROUND:

At the December 12, 2017 Council meeting, staff presented an extensive review of the issues related to the interactive display fountains at Addison Circle Park. During this presentation, staff also provided a range of options from removing the fountains to modernizing the fountains. Council requested staff to conduct additional research, to include a cost/benefit analysis, for two of the options.

At the February 27, 2018 Council meeting, staff presented additional research and the cost/benefit analysis related to options 2B and 3 for the Addison Circle Interactive Display Fountains. This presentation is included in the attached resolution as Exhibit A. Based on Council direction, the attached resolution will adopt option 2B. This option includes:

- Repair and modernization of the fountains
- The addition of splash pad filtration

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Addison Circle Display Fountain Plan Selection

TOWN OF ADDISON
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ADDISON, TEXAS APPROVING THE SELECTION OF A PLAN FOR
REPAIR AND MODERNIZATION OF THE DISPLAY FOUNTAIN AT
ADDISON CIRCLE PARK AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in December of 2017, the City Council was briefed by staff to discuss options for repairing Addison Circle Fountain; and

WHEREAS, at its City Council Work Session on February 27, 2018, the City Council was briefed on the findings and recommendations for the repair of Addison Circle Fountain.

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

Section 1. The above and foregoing recitals are true and correct and are incorporated herein.

Section 2. The City Council does hereby direct the City Manager to proceed to implement Option 2B with the Splash Pad Filtration contained in the Addison Circle Park Interactive Display Fountain presentation from the February 27, 2018 City Council Work Session, a copy of which is attached hereto as **Exhibit A.**

Section 3. This Resolution shall be effective from and after its date of passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 27th day of March, 2018.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

**Addison Circle Park
Interactive Display Fountain**

February 27, 2018

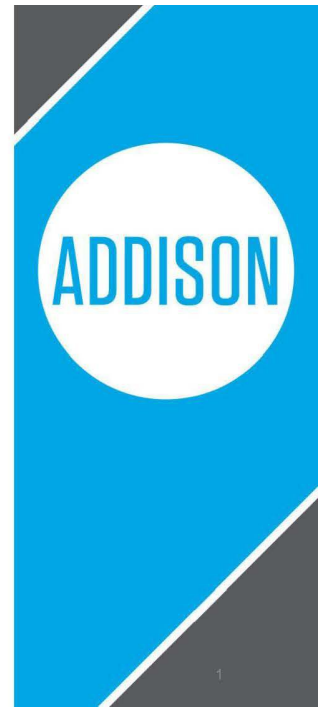


EXHIBIT A

BACKGROUND



Staff made a presentation to Council on December 12, 2017 to discuss options for repairing Addison Circle Fountain. During this presentation several options were discussed.

OPTION 1 – \$225,000*
REMOVE THE
FOUNTAIN

OPTION 2A - \$350,000*
PATCH THE FOUNTAIN

OPTION 2B - \$475,000*
REPAIR AND
MODERNIZE THE
FOUNTAIN

OPTION 3 - \$675,000*
CROWD CONTROLLED
FOUNTAIN
“Water Gush”



* Presented budget numbers were based on 2017 construction costs and did not include design fees, testing, sound equipment and life cycle costs. 2

EXHIBIT A

COUNCIL DIRECTION

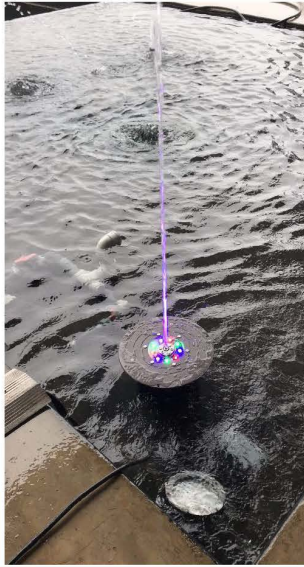


Option 2B (repair and modernize) and Option 3 (crowd controlled technology) appeared to be preferred by council but staff was asked to look into the following:

- Research product and technology proposed in Option 3 to determine longevity and reliability of the product.
- Research manufacturers of products for Option 2B, determine if there are other innovative products available.
- Research installation options that could make Option 2B more conducive to future repairs.
- Research products and features of noteworthy architectural fountains.
- Look at options to increase interactive capabilities of Option 2B.
- Develop life cycle costs and cost benefit analysis for each option.

EXHIBIT A

PRODUCT & TECHNOLOGY RESEARCH ADDISON



← **WATER GUSH (OPTION 3)**
COMPARED TO
FOUNTAIN IN A CAN (OPTION 2) →

	WATER GUSH	FOUNTAIN IN A CAN
Water Quality		X
Light Quality		X
Material Durability		X
Programmable	X	X
Crowd Control Feature	X	
Marketplace Longevity*		X

*Water Gush Technology is less than 5-years old, most of the applications have occurred within the last 2 years. References were checked for this product were mostly favorable although installations have not exceeded the typical warranty period.



EXHIBIT A

PRODUCT & TECHNOLOGY RESEARCH

ADDISON

DRY-DECK FOUNTAINS

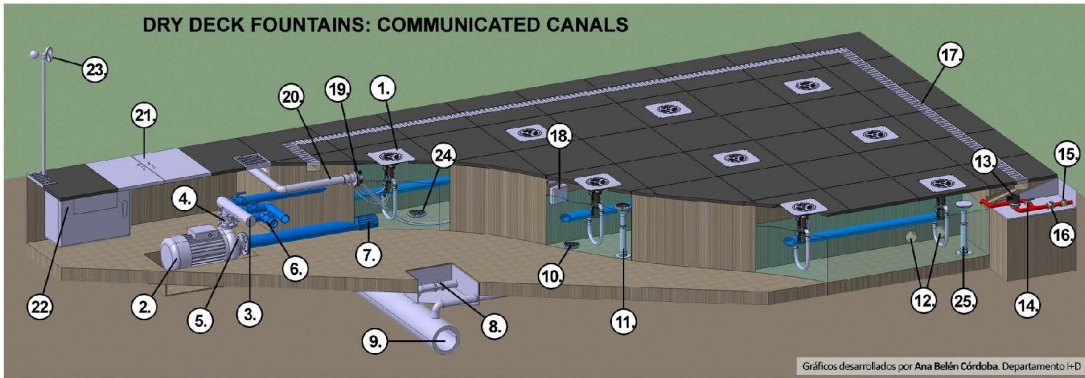
- Installation flush with paving.
- Numerous spray nozzle options.
- Optional lighting can be static or changing.
- Programed for changing water heights and light features.
- Can be choreographed with music.
- **Safe water height and velocity balanced with water “wow” factor, typically 6’-8’ tall.**



Several U.S. Companies manufacturer these types of products, two of which are located in Texas.

EXHIBIT A

FOUNTAIN INSTALLATION OPTIONS



1. WATERBOY PLUS WITH 2 SOLENOID VALVES
2. WATER PUMP
3. DISTRIBUTION MANIFOLD DISCHARGE PIPE
4. CONTROL VALVE OF THE SUPPLY FLOW
5. CONTROL VALVES OF THE SUCTION FLOW

6. CONTROL VALVES OF THE DISTRIBUTION MANIFOLDS
7. PUMP SUCTION FILTER
8. DRAIN VALVE
9. MAIN DRAIN MANIFOLD
10. OUTLET
11. OVERFLOW

12. COMMUNICATION PIPES BETWEEN CANALS
13. AUTOMATIC FILLING SOLENOID VALVE
14. MANUAL FILLING VALVE
15. RETENTION VALVE
16. MAIN OPENING AND CLOSING VALVE (WATER CONNECTION)

17. PERIMETER CANAL WITH GRID
18. LEVEL PROBE
19. UNDERWATER JUNCTION BOXES
20. CABLE BUSHING
21. TECHNICAL GATEWAY

22. CONTROL PANEL
23. ANEMOMETER
24. SUCTION FILTER
25. FILTRATION IMPULSE

EXHIBIT A

LOCAL NOTEWORTHY FOUNTAINS

ADDISON

FAIR PARK

- 2009 renovation, to esplanade reflecting pool, inspired by Bellagio fountains.
- 272 spray nozzles reach up to 100' in height.
- 170+ white LED lights.
- Several shows choreographed with music.
- 700' long deep pool and basin.
- High velocity water, does not allow for physical interaction.



EXHIBIT A

LOCAL NOTEWORTHY FOUNTAINS



LEGACY WEST

- 131 spray nozzles up to 12' in height.
- 12 robotic spray nozzles, greater than 12' tall.
- 398 color changing LED lights.
- 3,500 SF of fountain area.
- 14 shows choreographed with music.



{ Public Spaces are the new anchor tenant in retail – J. Wickham Zimmerman, CEO OTL Legacy West developer. }

LOCAL NOTEWORTHY FOUNTAINS



SUNDANCE SQUARE

- 216 spray nozzles with white LED lights up to 12' in height.
- Color changing overhead plaza lights.
- 3,000 SF of fountain area.
- Splash pad use during limited times, 4 hours per day.
- 6' maximum height spray nozzles during splash pad hours.



{ Fountain encourages people to linger in the plaza, of the 629 groups (1,991 people total) observed staying in the park longer than one minute, 43% stayed for more than 15 minutes, with a 21 minute average length of stay. The average stay for families with children playing in the fountain was 49 minutes. – Landscape Performance Series Case Study of Sundance Square. }

EXHIBIT A

LOCAL NOTEWORTHY FOUNTAINS



Klyde Warren Park

- Several small plaza fountains with less than 20 spray nozzles in each fountain.
- Spray height up to 8' tall or less.
- White LED Lights.
- Designed for human interaction.



{ Klyde Warren Park encourages social interaction beyond its boundaries with 14,683 Facebook 'likes', 5,212 'tagged' Facebook photos at the park, 6,980 Twitter followers, and 959 Instagram followers, all in the first six months of opening. - Landscape Performance Series }

EXHIBIT A

LOCAL NOTEWORTHY FOUNTAINS

ADDISON

ADDISON CIRCLE

- 24 spray nozzles can reach 15' in height.
- 9 misting spray nozzles.
- 32 white lights.
- 1,800 SF of fountain area.
- 3 animated shows, not utilized.
- Filtration system does not meet pool code requirements for splash pad use.

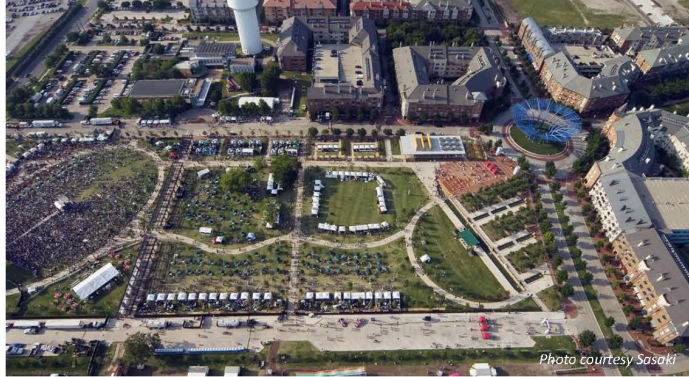
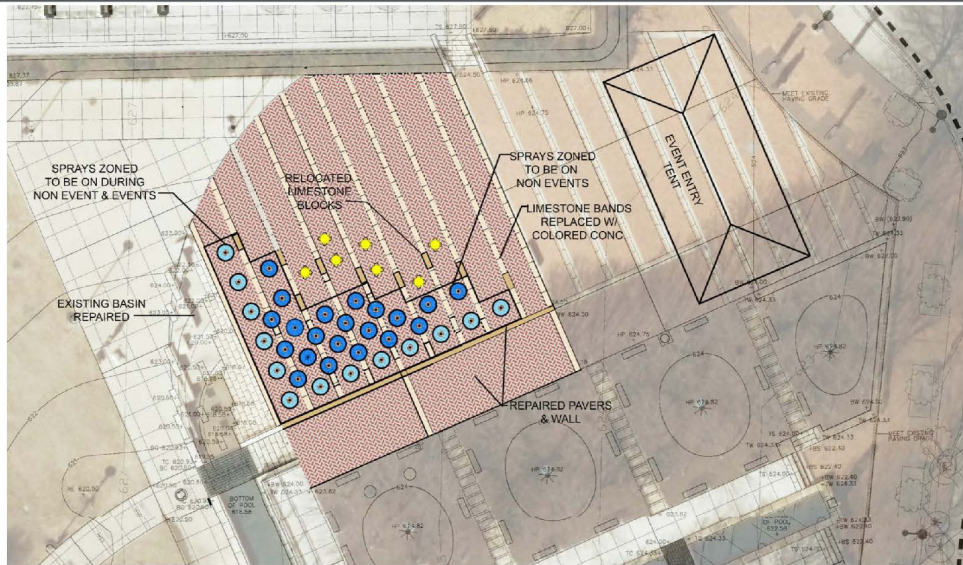


EXHIBIT A

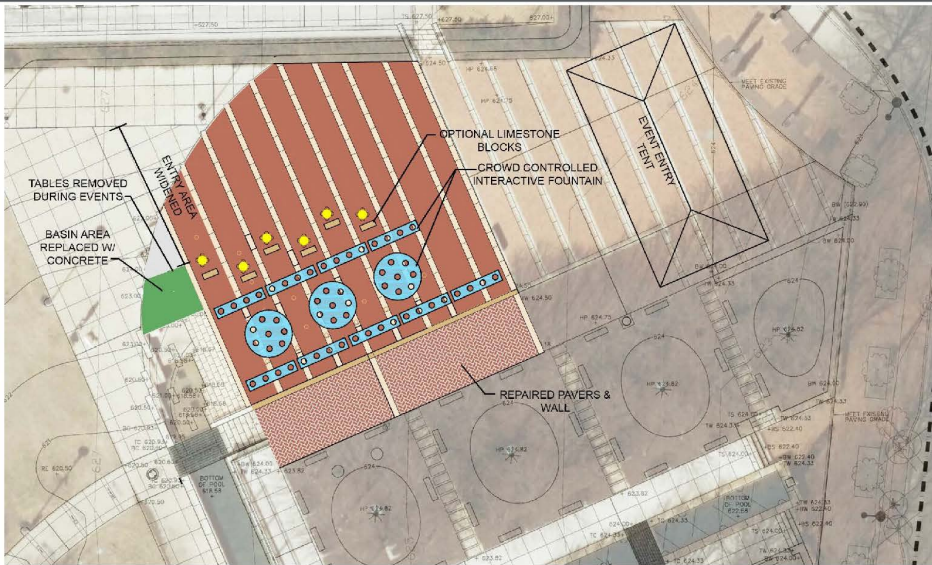
OPTION 2B – REPAIR AND MODERNIZE FOUNTAIN



- 34 spray nozzles.
- 6' – 8' tall spray height.
- 3 animated shows.
- 34 LED lights, color changing.
- Zoned to turn off sections

EXHIBIT A

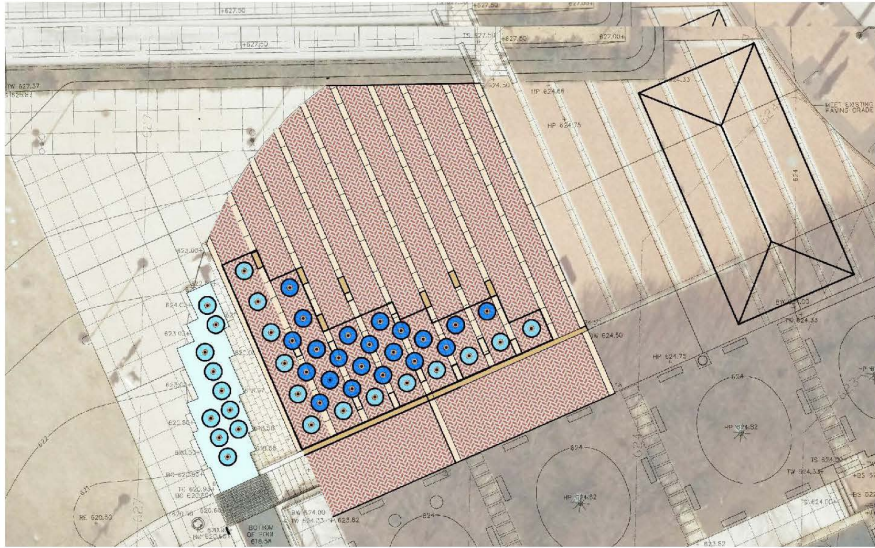
OPTION 3 – CROWD CONTROLLED FOUNTAIN



- 60 spray nozzles.
- 6' – 8' tall spray height.
- 3 animated shows.
- 60 LED lights, color changing.
- Crowd control feature.

EXHIBIT A

ENHANCEMENTS



- Small Channel**
- 10 sprays nozzles added to basin.
 - 8-12' tall.
 - Animated and choreographed with music.

- Long Channel**
- 30 sprays nozzles added to linear basin.
 - 8-12' tall.
 - Animated and choreographed with music.

EXHIBIT A

CONSTRUCTION COST INFORMATION



	OPTION 2B REPAIR & MODERNIZE	OPTION 3 CROWD CONTROL TECHNOLOGY	ENHANCEMENT SMALL CHANNEL (10 Sprays)	ENHANCEMENT LONG CHANNEL (30 Sprays)	ENHANCEMENT FILTRATION – SPLASH PAD	ENHANCEMENT ADDITIONAL SHOWS
Construction Costs*	\$ 475,000.00	\$ 675,000.00	\$ 106,250.00	\$ 318,750.00	***\$ 56,826.00	\$ 3,600.00
Design Costs	\$ 57,000.00	\$ 81,000.00	\$ 12,750.00	\$ 38,250.00	\$ 6,819.00	
Testing	\$ 9,500.00	\$ 13,500.00	\$ 2,125.00	\$ 6,375.00		
Suspended Deck	\$ 57,000.00					
Total Construction Costs **	\$ 598,500.00	\$ 769,500.00	\$ 121,125.00	\$ 363,375.00	\$ 63,645.00	\$ 3,600.00

* Based on 2018 construction prices with a 10% contingency. Estimate assumes owner purchases and supplies fountain equipment to the contractor to reduce mark-up.

** Staff recommends increasing contingency by an additional 10% due to nature of construction.

*** Dependent upon construction of the suspended deck.

EXHIBIT A

LIFE CYCLE COST INFORMATION 

	OPTION 2B REPAIR & MODERNIZE	OPTION 3 CROWD CONTROL TECHNOLOGY	ENHANCEMENT SMALL CHANNEL	ENHANCEMENT LONG CHANNEL	ENHANCEMENT FILTRATION – SPLASH PAD	ENHANCEMENT ADDITIONAL SHOWS
25 Yr. Maintenance / Repair Costs	\$ 882,440.00	\$ 1,042,300.00	\$ 23,750.00	\$ 242,700.00	\$ 90,000.00	
Annual Maintenance / Repair Costs	*\$ 35,297.60	**\$ 41,692.00	*\$ 950.00	**\$ 9,708.00	***\$ 3,600.00	
Total Life Cycle Costs (Maintenance + Construction Costs)	\$ 1,594,362.00	\$ 1,946,326.00	\$ 133,284.00	\$ 637,297.00	\$ 158,255.00	\$ 3,600.00
Annual Life Cycle Costs	\$ 63,774.48	\$ 77,853.04	\$ 5,331.36	\$ 25,491.00	\$ 6,330.20	

* Cost is in-line with existing budget for current maintenance costs for Addison Circle Fountains.

** Cost exceeds current annual maintenance costs for Addison Circle Fountains.

*** Based on current chemical costs. Increased use of fountain will result in increased chemical costs.

EXHIBIT A

BENEFITS OF FOUNTAINS IN PUBLIC SPACES

ADDISON

- Activates a space.
- Encourages people to linger.
- Encourages cross-pollination.
- Serves as a destination.
- Is a landmark or gathering space.
- Has a calming effect.
- Has a slight cooling effect.
- Can be programmed as a play element.
- People are drawn to water.



{ For every 1% increase in length of stay within a mixed-use development with public greenspace, sales increase by 1.3%. - MIT }

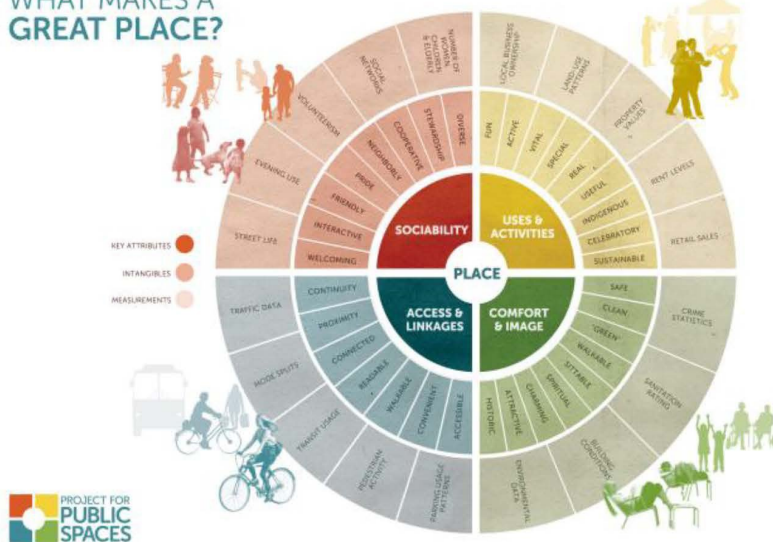
17

EXHIBIT A

WHAT MAKES A GREAT PUBLIC SPACE

ADDISON

WHAT MAKES A GREAT PLACE?



- Elements specific to a great park, plaza or square
- Connectivity
 - Shade
 - Opportunity for activity
 - Flexible space
 - Places to sit
 - Places to people watch
 - Art / Landmarks
 - Food
 - Gardens
 - Water



EXHIBIT A

DIRECTION NEEDED 

- Council direction to staff regarding preferred option.

OPTION 2B - \$598,500
REPAIR AND
MODERNIZE THE
FOUNTAIN

OPTION 3 - \$769,500
CROWD CONTROLLED
FOUNTAIN
"Water Gush"

- Council direction to staff regarding enhancements.

ADD SMALL CHANNEL-
\$121,125

ADD LONG CHANNEL-
\$363,375

ADD SPLASH PAD
FILTRATION \$58,826

ADD ADDITIONAL
SHOWS \$3,600

Blue color coded boxes represent staff's recommendations.

NEXT STEPS



- Define a project budget.
- Hire consultant to prepare construction drawings.
- Bid the project and hire a general contractor.
- Complete construction of the project.

Work Session and Regular Meeting**Meeting Date:** 03/27/2018**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception from the Code of Ordinances Chapter 62 Section 62-140. - Gasoline Signs and Section 62-162. - Premises Signs for Race Trac Located at 15196 Marsh Lane on the Northeast Corner of Marsh Lane and Arapaho Road, in Order to Permit Gas Price Signage on the Canopy and to Permit Additional Signage on the West Facade of the Building.**

BACKGROUND:

Race Trac has operated at the northeast corner of Marsh Lane and Arapaho Road since 2000 and has recently undergone a rezoning and Special Use Permit (SUP) process in order to allow for the expansion of their convenience store and the addition of an enclosed outdoor patio. Signage came up during the zoning process, at which time the applicant was informed of the Town's Sign Code requirements. The rezoning and SUP were approved in January 2018 and construction is estimated to commence this summer.

Exception One

Currently, Race Trac's gas price per gallon signs are located on the canopy support columns adjacent to the gas pump islands. Upon completion of construction for the new convenience store, the applicant would like to remove the gas price per gallon signs from their current location and install new signs on three sides of the canopy itself.

The Sign Code, Chapter 62 of the Code of Ordinances, regulates signage at gasoline stations 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.

Section 62-140 is intended to limit signage to the pump or pump island itself. In the past, staff has also interpreted this section to allow signs to locate on the canopy support columns adjacent to the pump as an extension of the pump island. No other gas stations in Addison have been granted exceptions from these requirements to place price signage at the top of the canopy.

Exception Two

Currently, Race Trac has one attached sign on the west facade of the building. Upon construction completion, the applicant is proposing to install a new 39 square-foot Race Trac sign as well as an additional 42 square-foot sign advertising their Swirl World frozen treats.

The Sign Code, Chapter 62 of the Code of Ordinances, regulates attached signage as follows: Section 62-162. – Premises Signs.

(c) There shall be only one sign for each facade for each tenant.

Section 62-162 is intended to limit signage to one attached sign per facade, per tenant. From the

perspective of the Sign Code, an acceptable alternative would be for Swirl World to be advertised through window signage. The Code allows for 10% of the window area of a building to have signage. This would allow RaceTrac to promote their products while meeting the requirements of the Sign Code.

RECOMMENDATION:

Administration recommends denial of both exceptions.

Attachments

Ordinance - Race Trac Meritorious Exception

Application - Race Trac

Existing Signage

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 018-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS GRANTING MERITORIOUS EXCEPTIONS TO SECTION 62-140 AND 62-162 OF CHAPTER 62 OF THE CODE OF ORDINANCES TO ALLOW THREE GASOLINE PRICE SIGNS ON THE GAS STATION CANOPY AND ONE ADDITIONAL ATTACHED SIGN ON THE WEST FAÇADE, ON THE PROPERTY LOCATED AT 15196 MARSH LANE, 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 meritorious exceptions to Section 62-140 and Section 62-162 of Chapter 62 of the Code of Ordinances are hereby granted to allow a total of three digital gasoline price signs to be located on the gas station canopy and one additional attached wall sign on the west façade, as detailed in **Exhibit A**, for Race Trac, located at 15196 Marsh Lane. 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 27th day of March, 2018.

Joe Chow, Mayor

ATTEST:

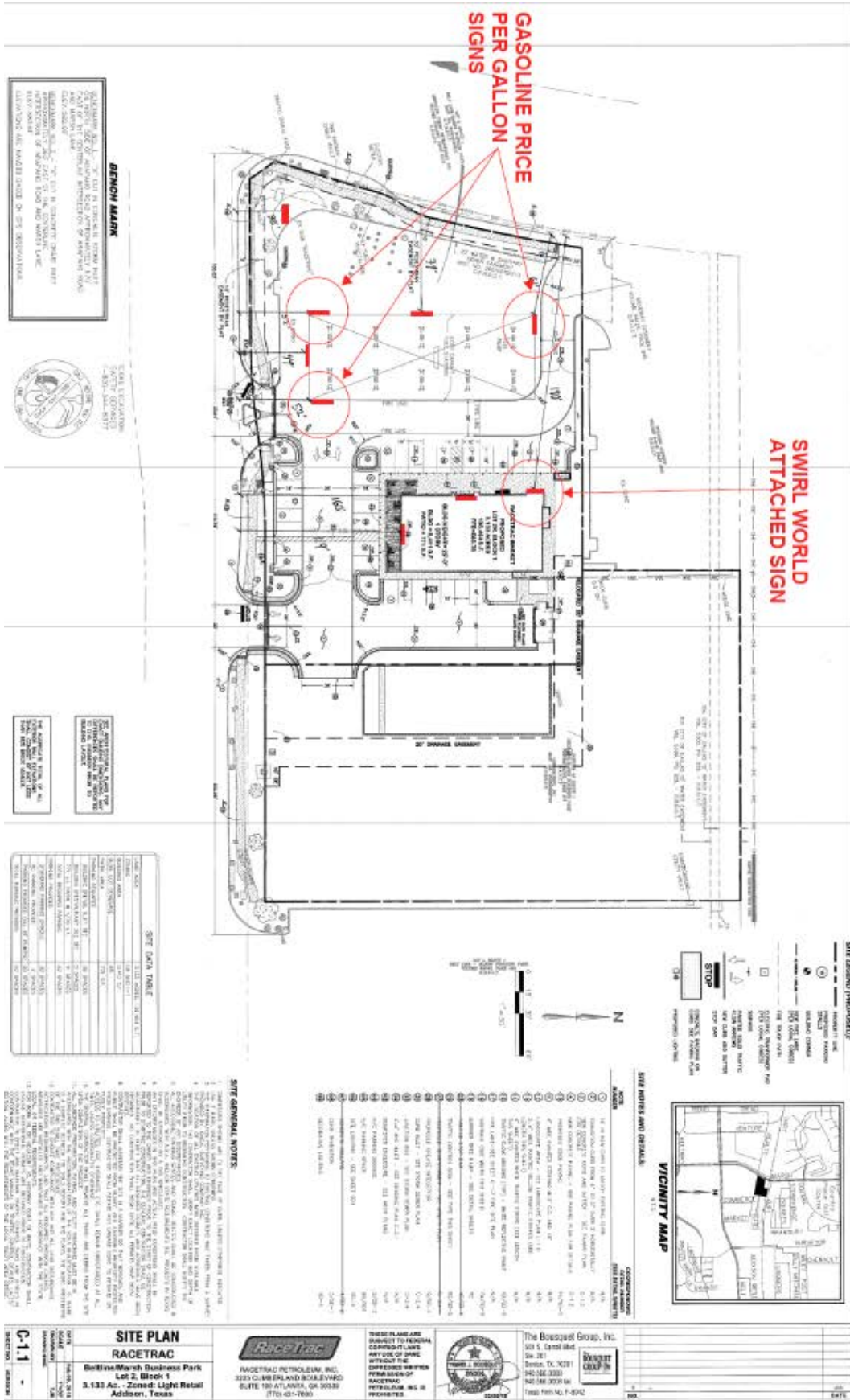
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Ordinance No. _____

Exhibit A



BENCH MARK
 STATIONING SHALL BE SHOWN IN FEET AND INCHES TO THE NEAREST INCH. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.

SCALE
 1" = 40'-0"

PROPOSED SIGNAGE
 ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE TEXAS SIGNAGE REGULATIONS AND THE TEXAS SIGNAGE REGULATIONS AND THE TEXAS SIGNAGE REGULATIONS.

SITE DATA TABLE

ITEM	DESCRIPTION	DATE
1	PRELIMINARY SITE PLAN	08/15/11
2	FINAL SITE PLAN	08/15/11
3	PERMITS	08/15/11
4	CONSTRUCTION	08/15/11
5	COMPLETION	08/15/11
6	AS-BUILT	08/15/11
7	REVISIONS	08/15/11
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20	REVISIONS	08/15/11

SITE GENERAL NOTES

1. THE SITE PLAN SHALL BE IN ACCORDANCE WITH THE TEXAS SIGNAGE REGULATIONS AND THE TEXAS SIGNAGE REGULATIONS AND THE TEXAS SIGNAGE REGULATIONS.
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SITE NOTES AND DETAILS

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SITE PLAN
RACETRAC
 Bullfinch/Warsh Business Park
 Lot 2, Block 1
 3133 Ackerly Road
 Addison, Texas

Racetrac
 RACETRAC PETROLEUM, INC.
 3325 CLIMB BIRLAND BOULEVARD
 SUITE 100 AT WINDY, CA 95039
 (770) 431-7600

The Boulevard Group, Inc.
 500 N. Loop West
 Ste. 201
 Dallas, TX 75201
 (214) 750-1000
 (214) 750-1000
 Toll Free No. 1-800-234-2342

Exhibit A

4'-0"
(TYP)

FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

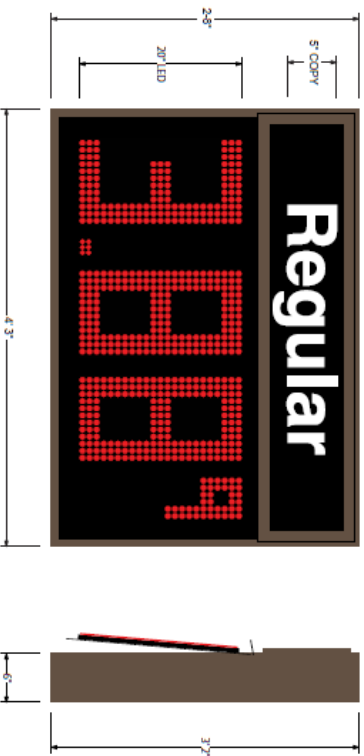
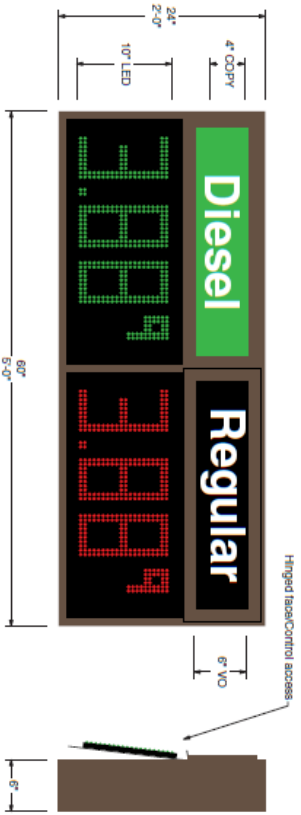


REAR ELEVATION



<p>SUNSHINE ELECTRONIC DISPLAY CORPORATION 316 S. GRIFFIN ST. - SAINT JOSEPH, MISSOURI 64501 800-821-9013 - (P) 816-232-5915 - SUNSHINE.US.COM</p>		<p>Client: RaceTrac</p> <p>Site/Contract: 3225 Cumberland Blvd Suite 100 Atlanta, GA 30339</p> <p>Customer Approval: _____ Date: _____</p>	<p>Sales Rep: Mark Allaman</p> <p>Install Location: _____</p>
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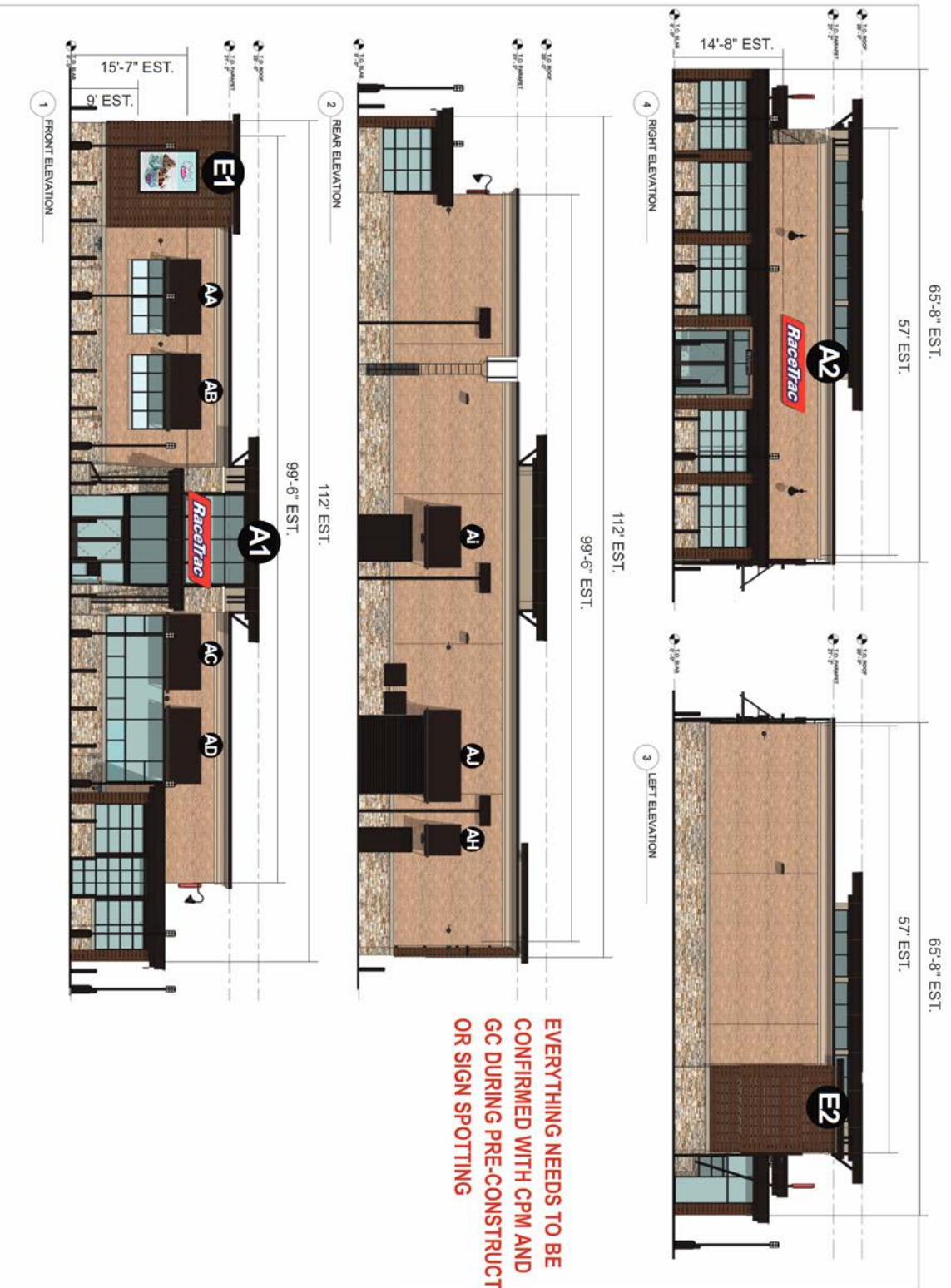


- * Optimum digit spacing
- * 1.33 sq ft

Ordinance No. _____

Building Elevations - Right Hand, Brick

5.5K 1.0 VERSION



**EVERYTHING NEEDS TO BE
CONFIRMED WITH CPM AND
GC DURING PRE-CONSTRUCTION
OR SIGN SPOTTING**



Store No. 2345 2205 Ridge Rd
Rockwall, TX 75032

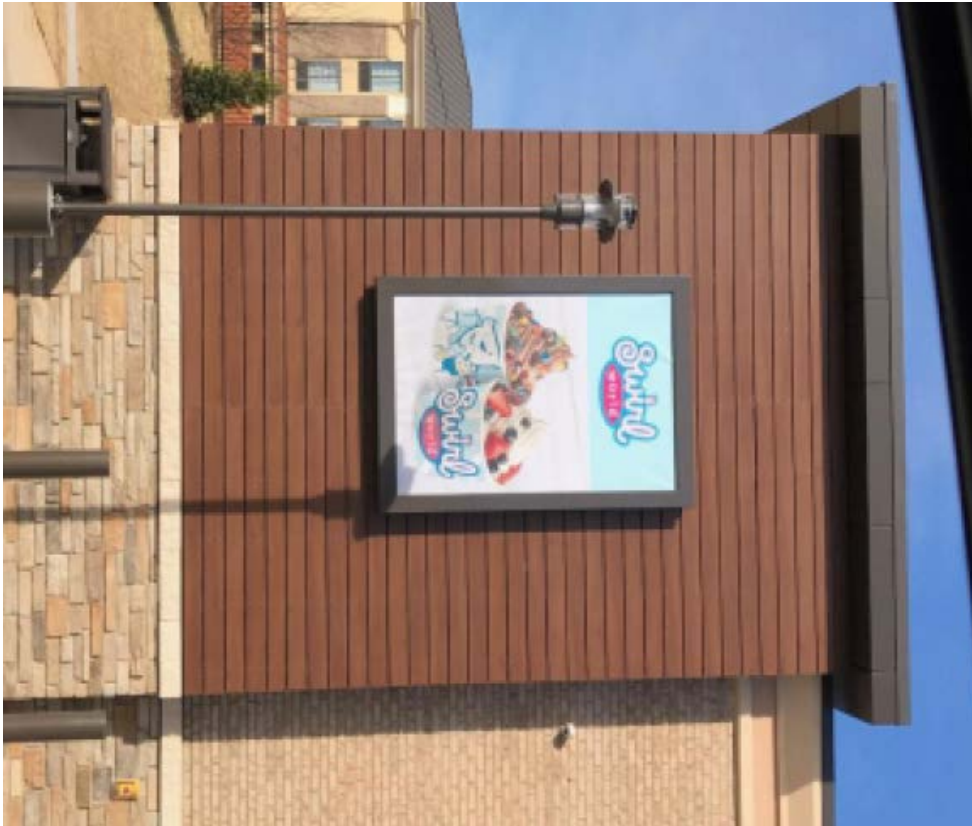
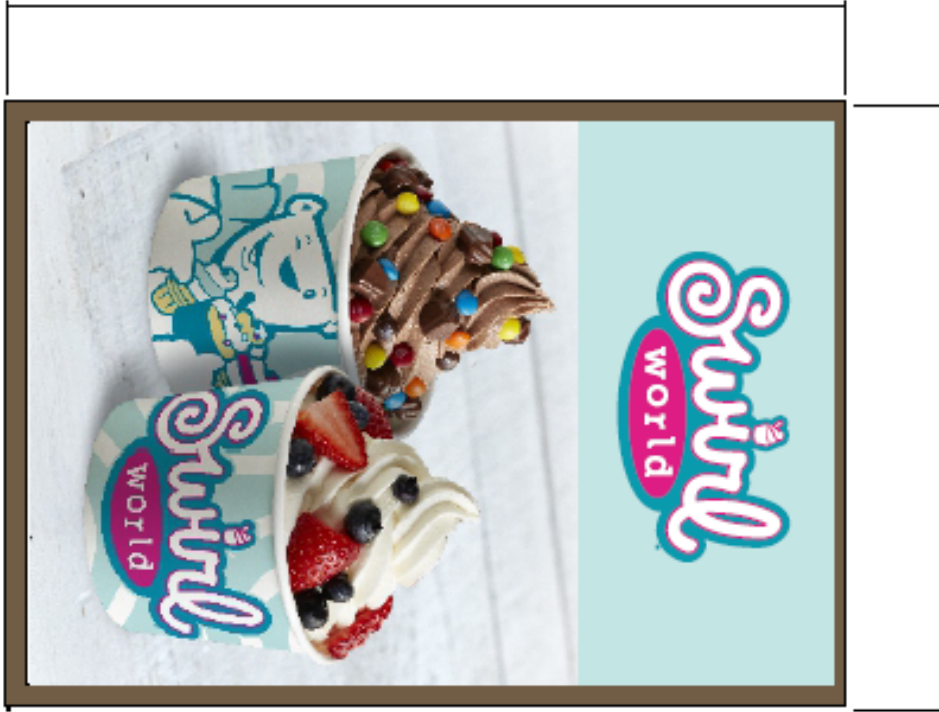
GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURERS' RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTION ALLOWED.

See Color Schedule on Page 2

Ordinance No. _____

Exhibit A

7'-7¹¹/₁₆'



Ordinance No. _____



MERITORIOUS EXCEPTION APPLICATION

To be completed by Town staff:
Application date: 2-22-18 Application/Fee Received: 2-28-18 Fee paid: \$6000

APPLICANT CONTACT

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

Name: (printed) Andrew Malzer
Company name: Racetrac Petroleum, Inc.
Address: 200 Galleria Pkwy SE, Suite 900, Atlanta, GA 30339
Phone: 706 288 7672 Email: amalzer@racetrac.com
Status of Applicant: Owner Tenant Contractor Other: _____
Applicant's Signature: Andrew Malzer

INFORMATION ABOUT THE REQUEST

Address or location: 15190 Marsh Lane, Addison, Tx 75001
Reasons for Meritorious Exception: _____
- Location of LED price signs (canopy fascia)
↳ visibility concerns, safety, reasonable.
- Additional front-facade wall sign
↳ under total allowable square footage.
- ~~Maxon~~ MPD pump numbers. OMC

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

1. Canopy fuel price signs:

Allowing our customers to more effectively identify the price of gas at our convenience store leads to a safer environment on the roadway. Obviously the safety of our customers is our #1 concern. These canopy price signs will be beneficial to not only the public, but also our internal business.

Ideally, we would like to be able to advertise the price of gas on the monument sign in front of our store – but code prohibits this. We feel this is a good and reasonable solution.

2. Additional wall sign

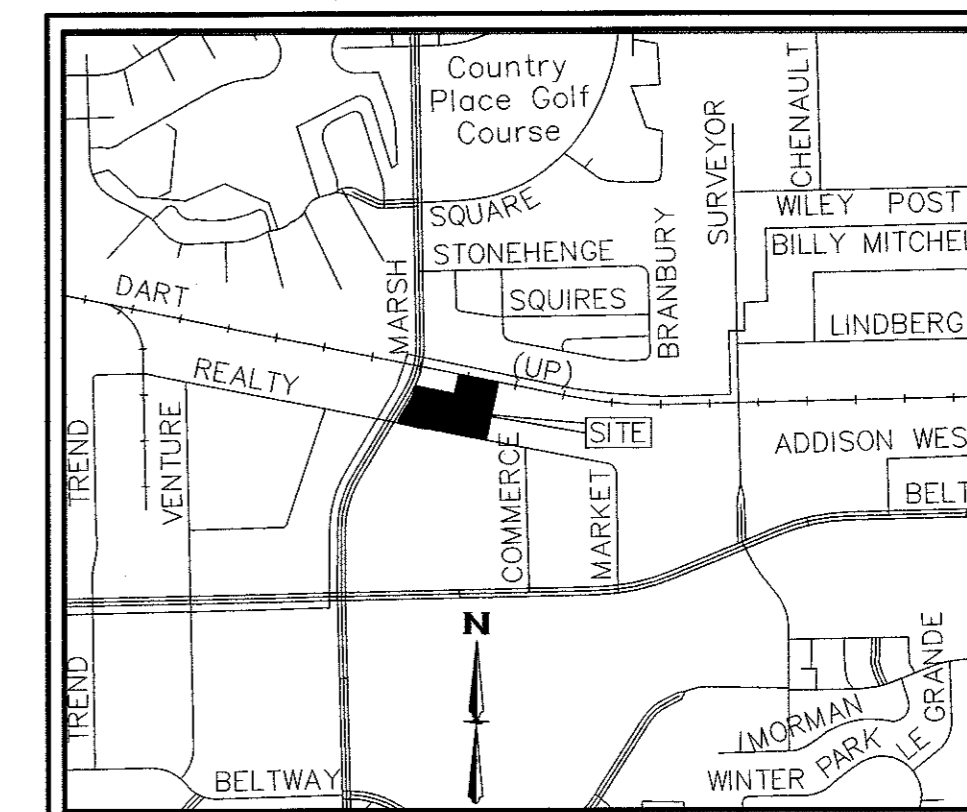
Being able to identify to potential customers the offerings that our brand brings is critical to our business. With this additional signage, we would be able to more effectively broadcast to the public what interior offerings are available inside our store. Additionally, I believe the combination of both wall signs on that façade is still under the total allowable square footage. We believe it is a high-quality sign that fits in well with the exterior of the building and does not negatively affect the public in any way.

**SWIRL WORLD
ATTACHED SIGN**

**GASOLINE PRICE
PER GALLON
SIGNS**

SITE LEGEND (PROPOSED):

- PROPERTY LINE
- PROPOSED PARKING STALLS
- ⊕ BUILDING CORNER
- NEW FIRE LANE (PER LOCAL CODES)
- FIRE TRUCK PATH
- ⊞ ELECTRIC TRANSFORMER PAD (PER LOCAL CODES)
- SIGNAGE
- ↓ PAINTED SOLID TRAFFIC FLOW ARROWS
- NEW CURB AND GUTTER
- STOP BAR
- STOP
- CONCRETE BACKING ON CURB. SEE PAVING PLAN
- ⊞ PROPOSED LIGHTING



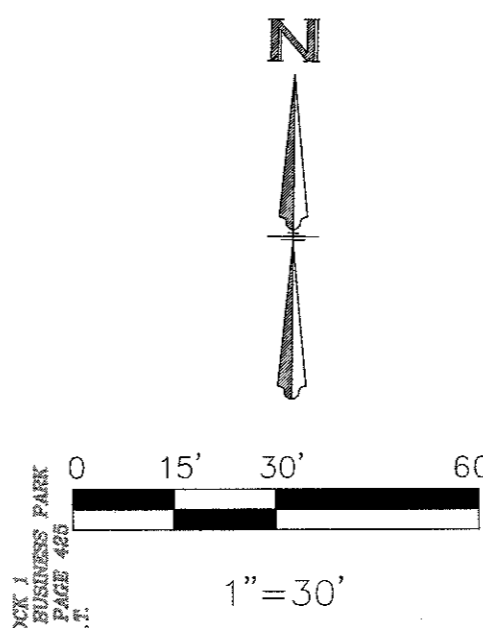
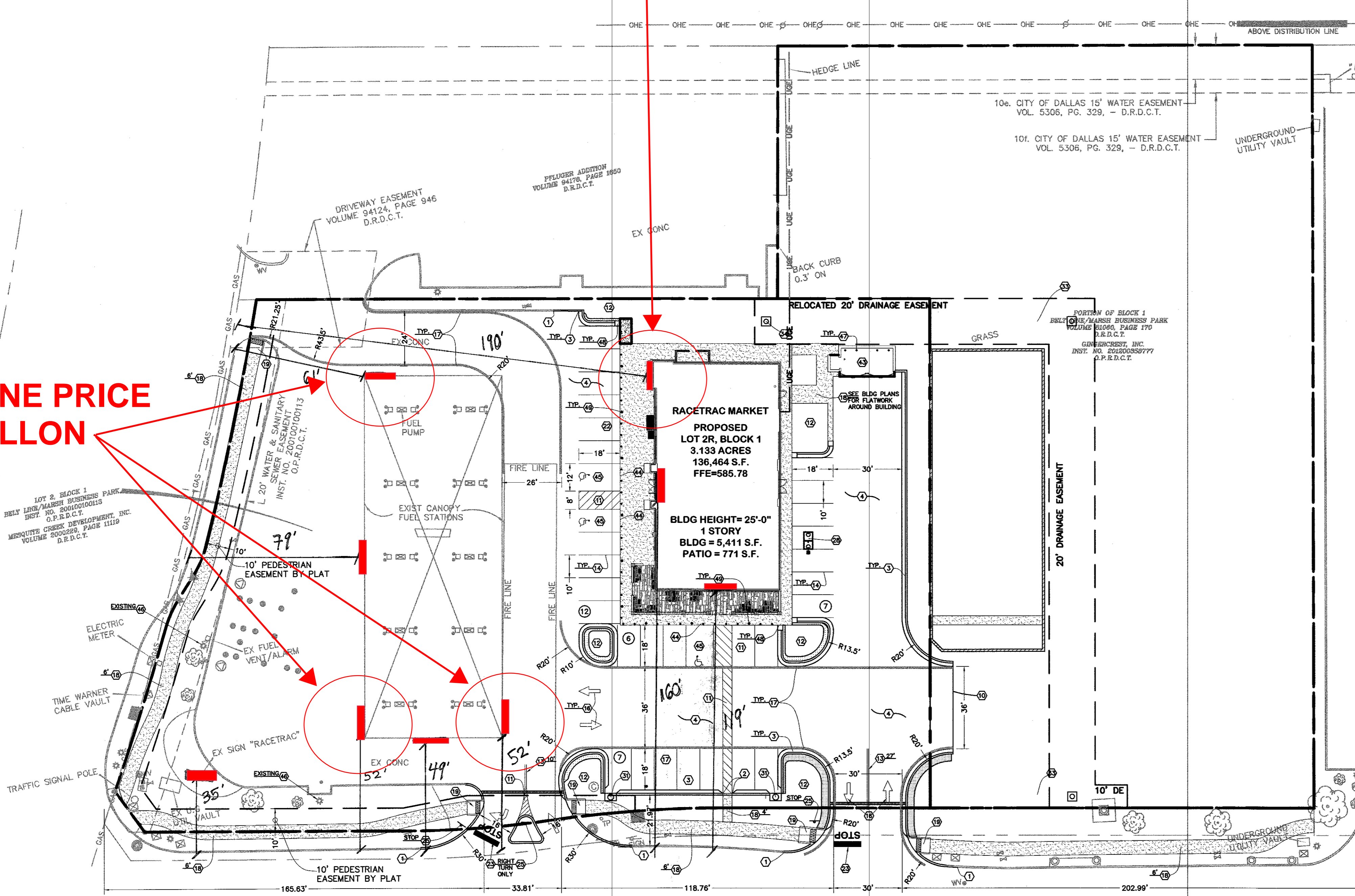
VICINITY MAP
N.T.S.

SITE NOTES AND DETAILS:

NOTE NUMBER	DESCRIPTION	COORDINATING DETAIL NUMBER (SEE DETAIL SHEETS)
1	TIE IN NEW CURB TO MATCH EXISTING CURB	N/A
2	TRANSITION CURB FROM 6" TO 0" OVER 2' HORIZONTALLY	N/A
3	NEW CONCRETE CURB AND GUTTER - SEE PAVING PLAN FOR DETAILS	C-1.2
4	NEW CONCRETE PAVING - SEE PAVING PLAN FOR DETAILS	C-1.2
10	THICKENED EDGE PAVING	1G/SD-5
11	4" WIDE PAINTED STRIPING @ 2' O.C. AND 45°	N/A
12	LANDSCAPE AREA - SEE LANDSCAPE PLAN L-1.0	N/A
13	2-4" WIDE PAINTED YELLOW TRAFFIC STRIPES (SEE LENGTH THIS SHEET)	N/A
14	4" WIDE PAINTED WHITE TRAFFIC STRIPE (SEE LENGTH THIS SHEET)	N/A
16	TRAFFIC FLOW ARROWS (TYP) - WHITE REFLECTIVE PAINT	4D/SD-5
17	FIRE LANE-SEE SHEET C-1.7 FIRE SITE PLAN	N/A
18	SIDEWALK (SEE WIDTH THIS SHEET)	7A/SD-5
19	BARRIER FREE RAMP - SEE DETAIL SHEETS	7C
23	PAINTED STOP BAR	1C/SD-6
25	TRAFFIC CONTROL SIGN - SEE TYPE THIS SHEET	6C/SD-5
27	PROPOSED TRANSFORMER - SEE UTILITY PLAN	C-3.1
29	PROPOSED GREASE INTERCEPTOR	9/SD-2
31	CURB INLET - SEE STORM SEWER PLAN	C-2.4
33	JUNCTION BOX - SEE STORM SEWER PLAN	C-2.4
34	4'x4' WYE INLET - SEE GRADING PLAN C-2.1	N/A
43	DUMPSTER ENCLOSURE - SEE ARCH PLANS	N/A
44	H/C PARKING SIGNAGE	2/SD-2
45	H/C PARKING SPACE	8A/SD1
46	SITE LIGHTING - SEE SHEET SD4	SD-4
47	CONCRETE BOLLARD	1/SD-2
48	CURB TRANSITION	5/SD-1
49	DECORATIVE LIGHTING	SD-4

SITE GENERAL NOTES:

- DIMENSIONS SHOWN ARE TO THE FACE OF CURB, UNLESS OTHERWISE INDICATED.
- USE 3' RADII, UNLESS SHOWN OTHERWISE.
- THE INFORMATION PERTAINING TO EXISTING CONDITIONS WAS TAKEN FROM A SURVEY PROVIDED BY: ONEAL SURVEYING COMPANY INC.
- THE LOCATION OF ALL EXISTING UTILITIES WERE OBTAINED FROM AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY EXACT LOCATION AND DEPTH OF UTILITY PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- ALL ACCESSIBLE PARKING SPACES AND TRAVEL ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH A.D.A. AND/OR STATE REQUIREMENTS (I.E. PROJECTS IN TEXAS SHALL BE APPROVED BY A T&S SPECIALIST).
- ANY DISCREPANCIES IN THIS PLAN AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER AND ENGINEER PRIOR TO THE START OF CONSTRUCTION. PRIOR TO STARTING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION SHALL BEGIN UNTIL ALL PERMITS HAVE BEEN RECEIVED.
- CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE. CONTRACTOR SHALL REPAIR ANY DAMAGE DONE TO PRIVATE OR PUBLIC PROPERTY.
- ACCESS TO UTILITIES, FIRE HYDRANTS, ETC. SHALL REMAIN UNDISTURBED AT ALL TIMES, UNLESS COORDINATED OTHERWISE.
- THE GENERAL CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT.
- ALL SUBGRADE PREPARATION, PAVING, AND UTILITY TRENCHING MUST BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS INVESTIGATION. IF THERE IS A CONFLICT BETWEEN THE SOILS REPORT AND THE PLANS, THE MORE PROHIBITIVE OF THE TWO SHALL TAKE PRECEDENCE.
- CONTRACTOR TO ENSURE COMPLIANCE WITH ANY AND ALL LAND DISTURBANCE NOTIFICATION REQUIREMENTS, AND THAT ALL REQUIRED EROSION CONTROL MEASURES ARE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE STATE, LOCAL, OR FEDERAL REQUIREMENTS.
- FOR WORK IN, OR ADJACENT TO, HIGHWAY RIGHT OF WAYS, CONTRACTOR SHALL ENSURE APPROPRIATE PERMITS ARE OBTAINED PRIOR TO CONSTRUCTION. CONTRACTOR TO ERECT AND MAINTAIN TRAFFIC CONTROL SIGNS AND DEVICES IN CONFORMANCE WITH THE TEXAS MANUAL ON TRAFFIC CONTROL DEVICES, LATEST EDITION, ALONG WITH THE REQUIREMENTS OF THE LOCAL TxDOT AREA OFFICE.



BENCH MARK

BENCHMARK NO. 1 - "X" CUT IN CONCRETE STORM INLET ON NORTH SIDE OF ARAPAHO ROAD APPROXIMATELY 575' EAST OF THE CENTERLINE INTERSECTION OF ARAPAHO ROAD AND MARSH LANE. ELEV.: 582.69'

BENCHMARK NO. 2 - "X" CUT IN CONCRETE GRADE INLET APPROXIMATELY 360' EAST OF THE CENTERLINE INTERSECTION OF ARAPAHO ROAD AND MARSH LANE. ELEV.: 583.61'

ELEVATIONS ARE NAVD88 BASED ON GPS OBSERVATIONS.

TEXAS EXCAVATION
SAFETY SERVICES
1-800-344-8377



SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS. ANY DIFFERENCES SHALL BE REPORTED TO CIVIL ENGINEER PRIOR TO BUILDING LAYOUT.

THE AGGREGATE TOTAL OF ALL EXTERIOR WALL ELEVATIONS SHALL CONSIST OF NOT LESS THAN 80% BRICK VENEER.

SITE DATA TABLE

LAND AREA	3.133 ACRES, 136,464 S.F.
ZONING	LR AND I-1
BUILDING AREA	5,413 S.F.
BLDG. LOT COVERAGE	4%
PATIO AREA	771 S.F.
PARKING REQUIRED	
BUILDING (RETAIL 5,111 SF)	26 SPACES
BUILDING (RESTAURANT 302 SF)	5 SPACES
771 s.f. PATIO @ 1/70 s.f.	11 SPACES
TOTAL REQUIRED PARKING	42 SPACES
PARKING PROVIDED	
STANDARD PARKING SPACES	30 SPACES
HC PARKING PROVIDED	2 SPACES
PARKING PROVIDED (NO. OF PUMPS)	20 SPACES
TOTAL PARKING PROVIDED	52 SPACES

SITE PLAN
RACETRAC
Beltline/Marsh Business Park
Lot 2, Block 1
3.133 Ac. - Zoned: Light Retail
Addison, Texas

DATE Feb 09, 2018
SCALE 1"=30'
DRAWN-BY TJB
DRAWING NAME:

C-1.1 -
SHEET NO. -
VERSION

The Bousquet Group, Inc.
501 S. Carroll Blvd.
Ste. 201
Denison, TX 76201
940.566.0088
940.566.0088 fax
Texas Firm No. F-8942

RACETRAC
RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD
SUITE 100 ATLANTA, GA 30339
(770) 431-7800

THESE PLANS ARE TO BE USED FOR FEDERAL AND STATE PROJECTS ONLY. ANY USE OF SAME WITHOUT THE EXPRESS WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

NO. 1
DATE

FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

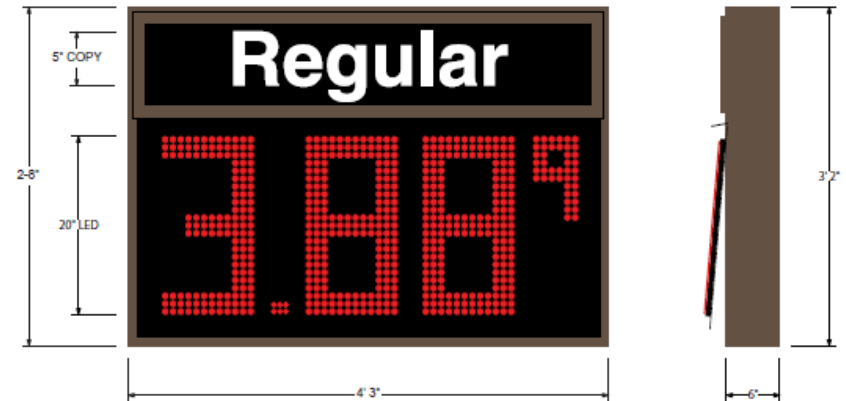
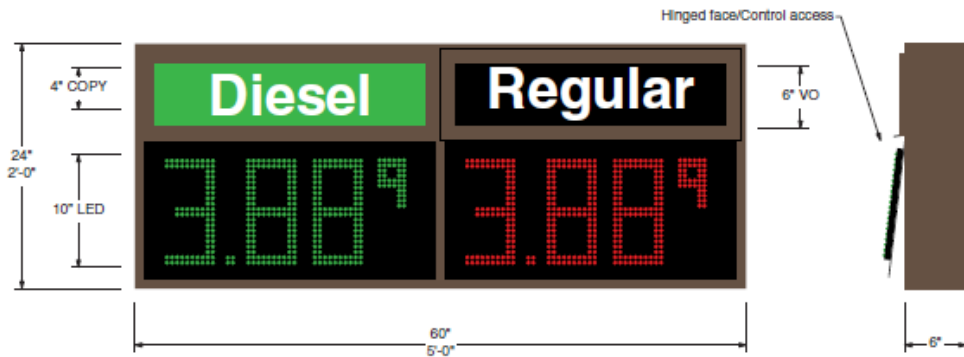


REAR ELEVATION



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5'-6"

7'-7 1/16"

