



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

July 10, 2018

ADDISON TOWN HALL

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

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

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

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

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

WORK SESSION

3. Present and Discuss Citizens Academy 2018.

4. Present and Discuss Options to Recognize and Honor Former City Manager Ron Whitehead and Former Director of Development Services Carmen Moran for Their Service to the Town of Addison.

5. Present and Discuss an Update on Public Safety Technology Options to Increase the Perception of Safety.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment.

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

Consent Agenda:

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

6. Consider Action to Approve the June 26, 2018 Regular Meeting Minutes.

7. Consider Action to Approve a **Resolution for a Professional Services Agreement with Garver, LLC, for the Design Services for Surveyor Pump Station Pump #1 Replacement and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$16,408.

8. Consider Action to Approve the **Purchase of Traffic Signal Controllers, Traffic Signal Lights, Traffic Signal Backup Batteries, and Associated Components and the Renewal of Traffic Signal Software, Maintenance, and Testing of the Back-Up Battery System from Paradigm** in an Amount not to Exceed \$114,314.

9. Consider Action to Approve a **Resolution to Adopt the Town of Addison's Strategic Planning Pillars and Milestones for Fiscal Year 2019.**

10. Consider Action to Approve a **Resolution for an Agreement with DSS Fire, Inc. for the Replacement and Upgrade of the Conference and Theatre Centre Fire Detection and Alarm System and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$98,500.

11. Consider Action to Approve a **Resolution for an Agreement with LMC Corporation General Contractors for Police Department and Courts Facilities Modifications and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$600,573.86.

12. Consider Action to Approve a **Resolution Accepting the Resignation of Marlin Willesen as a Member of the Community Partners Bureau.**

Regular Items

13. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on Property Located at 5100 Belt Line Road Suite 504 in Village on the Parkway, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 012-001, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only.** Case 1778-SUP/MidiCi Pizza Napoletana.

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14. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on Property Located at 5100 Belt Line Road Suite 401 in Village on the Parkway, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 012-001, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only, in Order to Allow an Expansion in Floor Area, and a Special Use Permit for an Arcade.** Case 1779-SUP/BoomerJack's.
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15. Present, Discuss, and Consider Action on the **Sponsorship of Addison Residents and/or Employees for the 30th Class of Leadership Metrocrest.**
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16. Present, Discuss, and Consider Action on **Options to Fund the Town's \$5,000,000 Commitment to Dallas Area Rapid Transit (DART) for the Cotton Belt Rail Line and Other Capital Improvement Projects, Including but Not Limited to Cash Funding, Certificates of Obligation, and Non-Grant Funding from the North Central Texas Council of Governments (NCTCOG).**
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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: _____
Irma Parker, City Secretary
July 6, 2018
Time: 5:00pm

**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-2771

3.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: City Manager

AGENDA CAPTION:

Present and Discuss Citizens Academy 2018.

BACKGROUND:

Citizens Academy is a three-day instructional program designed to provide residents of Addison with a strong working knowledge of municipal operations for the Town. The program consists of three Saturday sessions covering a variety of civic and local government topics including:

- City Council Roles & Responsibilities
- Finance
- Economic Development & Tourism
- Development
- Public Safety

The next Citizens Academy is scheduled to be held in late October/early November 2018. The class is made up of a cross section of Addison residents age 18 or older. Approximately 30-35 students will be accepted into the class. There is a non-refundable enrollment fee of \$50 which goes toward the cost of meals and course supplies for each session.

Historically, there has been an additional requirement that a resident must live in Addison for one year prior to the start date of the academy. Staff has waived this requirement in the past if the class was not filled to capacity. Staff is requesting the removal of this requirement to encourage all Addison residents age 18 or older to apply.

RECOMMENDATION:

Staff requests direction from Council.

AI-2773

4.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: Council

AGENDA CAPTION:

Present and Discuss **Options to Recognize and Honor Former City Manager Ron Whitehead and Former Director of Development Services Carmen Moran for Their Service to the Town of Addison.**

BACKGROUND:

Mayor Pro Tempore Walden and Council Member Quintanilla requested this item be placed on the agenda to discuss options for recognizing and honoring former City Manager Ron Whitehead and former Director of Development Services Carmen Moran.

RECOMMENDATION:

Staff requests direction from Council.

AI-2778

5.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: City Manager

Pillars: Gold Standard in Public Safety

Milestones: Maximize use of cutting edge technology to enhance public safety

AGENDA CAPTION:

Present and Discuss an **Update on Public Safety Technology Options to Increase the Perception of Safety.**

BACKGROUND:

This item is intended to update the City Council on a previous discussion held on January 23, 2018, of what can be done in neighborhoods to increase the perception of safety. At the July 11, 2017 Council Meeting, the City Council adopted seven strategic pillars and nine priority milestones for Fiscal Year 2018. One of these pillars, Gold Standard in Public Safety, included a milestone to "maximize use of cutting edge technology to enhance public safety."

Voters approved funds in the 2012 bond election for a wireless network in the amount of \$2 million. Staff will work with our Bond Counsel to discuss options for using these funds to purchase and install various technologies in strategic locations throughout the Town. This would assist public safety officials with investigations and help to deter crime.

Additionally, there have been requests by Council Members and residents to explore additional lighting in some neighborhoods. In the past, the Town has requested additional lights from Oncor who will, upon determining the best location with staff's guidance for each light depending on the availability of power and a transformer, install additional poles. Oncor will then provide an allowance for each light pole. If the pole installation does not exceed the allowance, the Town pays nothing. If it does exceed the allowance, the Town must cover the difference. The Town will also be responsible for the per pole annual cost of electricity.

RECOMMENDATION:

Staff requests direction from Council.

Attachments



Addison Crime Prevention and Mitigation Strategies Presentation

Project Intent



To maximize the use of cutting edge technology to improve Addison's Public Safety mission by identifying the most efficient and effective technologies to enhance its crime prevention and mitigation strategies.

These technologies may include an array of the latest technologies, including license plate recognition, video capture, and other applications such as facial recognition.

Proposed Strategies



Pilot Project: Short-term

- Single-family Neighborhoods (LPR)
- White Rock and Easement Trails (Optical)

Citywide Deployment: Long-term

- Street Department
- Utilities
- Parks and other Town Facilities

Technology Recommendations



Fixed and mobile License Plate Recognition (LPR) cameras take photos of license plates capturing date, time and GPS coordinates of where the photo was taken- just like any smartphone camera – then check the image against Federal Agencies databases (i.e. High Intensity Drug Trafficking Areas (HIDTA) program, National Crime Information Center (NCIC) and local agencies flagged vehicles (knows criminals etc.).

Each license plate image captured, along with the data for that image (date, time, location) is stored in vendor's datacenter as an LPR record that can be searched only by authorized personnel.

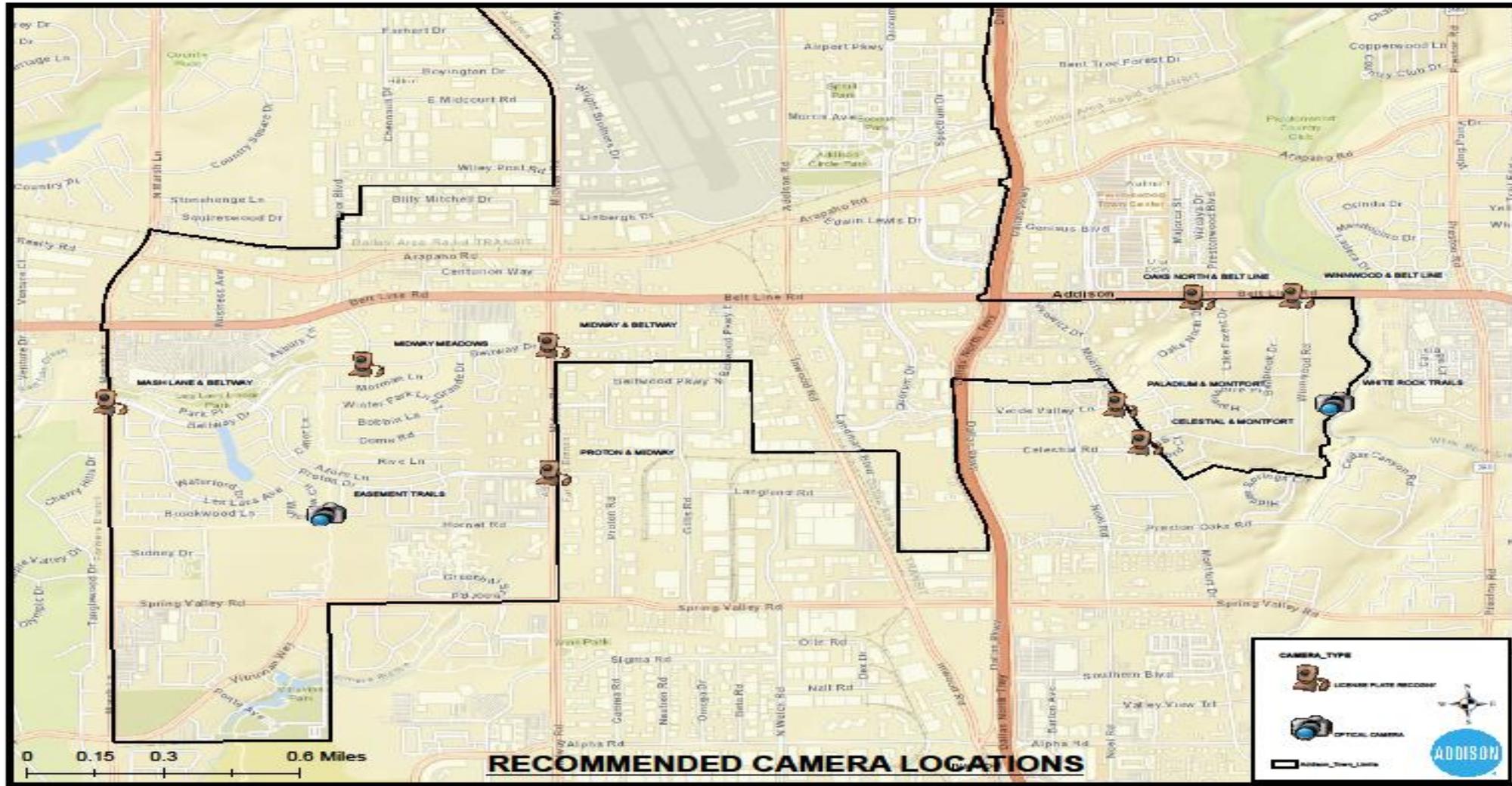
Addison owns the LPR data it generates and Addison PD can decide whether they want to share that data with other agencies and the more data is available, the greater chance Addison PD has to develop a lead in an ongoing investigation.

Pilot Project Coverage



- License Plate Recognition
 - Proton and Midway intersection
 - Marsh Lane and Beltway intersection
 - Midway and Beltway intersection
 - Winnwood and Beltline
 - Celestial and Montfort
 - Oaks North and Beltline
 - Paladium and Montfort
 - Beltway and Surveyor (Midway Meadows))
- Optical Camera
 - White Rock and Easement Trails

Pilot Project Coverage (Cont.)



Project Timeline



Q3 2018 – Design and Bid Phase for Pilot Project

- Compile technical and performance specifications
- Compile engineering drawings
- Advertise project opportunity
- Pre-qualify select integrator/contractors
- Review/select integrator/contractor. (MILESTONE)

Project Timeline (Cont.)



Q4 2018 – Construction Phase for Pilot Project

- Host construction kickoff meeting
- Conduct site visits, and perform inspections
- Conduct system coordination
- Conduct system commissioning and acceptance
- Go live. (MILESTONE)

Project Timeline (Cont.)



Q1 & Q2 2019 – Data collection – Proof of Concept Phase for Pilot Project

- Collect data for a minimum of 6 months.
- Draft a video surveillance/data collection policy to address requirements and responsibilities with respect to the following:
 - Installation and operation of video surveillance systems
 - Use of information obtained
 - Integrating 3rd party system (e.g. HOA camera system, hotels' system, etc.) onto the proposed town's system
 - Custody, control, share and access to records created through aforementioned systems.
- Share collected data, including 10-year cost of ownership and lessons learned with the Council to further secure the funding mechanism to draft and implement a Master Plan.
- Receive direction from Council on whether to scale/expand the Pilot Project to a Citywide system with a multi-phased implementation strategy. **(MILESTONE)**

AI-2737

6.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve the **June 26, 2018 Regular Meeting Minutes.**

BACKGROUND:

City Secretary prepared the meeting minutes.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - June 26, 2018

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

June 26, 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 Paul Walden; Deputy Mayor Pro Tempore Tom Braun; Councilmember Ivan Hughes; Councilmember Guillermo Quintanilla; Councilmember Lori Ward; Councilmember Marlin Willesen

Mayor Chow called the June 26, 2018 Meeting to Order at 5:00 pm.

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

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

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

Mayor Chow convened the City Council into Closed (Executive) Session at 5:01 pm.

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.

Mayor Chow reconvened the City Council into Open Session at 5:17 pm.

WORK SESSION

Mayor Chow called the Work Session to order at 5:24 pm.

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3. Present and Discuss an **Overview of the North Texas Emergency Communications Center (NTECC).**

PRESENTATION: North Texas Emergency Communications Center (NTECC)
Executive Director Terry Goswick- The NTECC was created by the cities of Addison, Carrollton, Coppell and Farmers Branch on January 27, 2014 to establish a Regional Public Safety Communications

Center to provide consolidated Dispatching Services for Police, Fire and Emergency Medical Services (EMS). The NTECC was formally incorporated on May 1, 2014 with the City Managers of the four founding cities forming the Board of Directors. The organization also has an Operations Advisory Committee composed of the Police and Fire Chiefs of each city. Each city benefits by more efficient dispatching and coordination of public safety services. An additional benefit is an increased ISO Rating. Statistics presented below:

2017 NTECC CALL VOLUME

Description	Total Calls	Addison Calls	Percentage
911 Emergency Calls	126,675	14,995	11.84%
Non-Emergency Calls - Incoming/Outgoing	261,834	28,482	10.88%
Total Call Load	388,509	43,477	11.19%

2017 DISPATCHED FIRE DEPARTMENT CALLS FOR SERVICE

Call Type	Call Count	Benchmark Process Time	Average Process Time
Medical	1,911	1 min 30 seconds	46 seconds
Fire	1,085	1 min 4 seconds	52 seconds
Total Calls	2,996		48 seconds - AVERAGE

2017 Improvements include: focussed hiring and training; performance based accountability; realigned leadership team; and significantly improved NTECC's IT infrastructure. Future plans includes increased recruiting and more efficient hiring processes; dividing call-taking and dispatch responsibilities; and more efficient warrant processing. Short question and answer period followed.

COUNCIL COMMENT(S): The City Council requested a tour of NTECC facilities. NTECC Staff will coordinate with City Manager's Office.

4. Present and Discuss **Code Compliance Issues and Strategies For Hotels Including Budget Suites of America Located At 15130 Marsh Lane.**

PRESENTATION: *Assistant Director of Development Services Charles Goff*

- Various City Council have expressed their concerns with the Budget Suites Hotel which is operating more as an apartment complex than a hotel. Hotel Occupancy Tax (Tax Code Chapter 156) imposes a tax on a person who, rents a room or space in a hotel. There is no tax collected on a person who uses the room for more than 30 consecutive days, which is the case with the majority of residents at Budget Suites. Staff conducted a financial audit in February 2018 for a period beginning January 1, 2015 to September 30, 2017 and found an additional \$154.09 in Hotel tax payable to the Town. As part of the audit, Budget Suites provided one tenant's receipts showing continuous occupancy dating from January 2010 to February 2017. The Department of Public Safety records show 450 Drivers Licenses with an address of 15130 Marsh Lane the location of Budget Suites. A total of 81 students reside at Budget Suites and are permanently enrolled in the Dallas Independent School District. Of the twenty-three hotels in the corporate city limits, Budget Suites pays the least amount of hotel occupancy taxes to the Town and is advertised as apartments. Question and answer period followed regarding possible remedies.

COUNCIL COMMENTS: Due to the nature of this discussion, City Attorney

McDonald recommended the City Council convene in Executive Session.

CLOSED EXECUTIVE SESSION: Mayor Chow announced the City Council would go into Closed Executive Session as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551.071(2): Consultations with 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 this Chapter. Time - 6:27 pm.

OPEN SESSION: Mayor Chow reconvened the City Council into Open Session at 7:12 pm. The Workshop Session was subsequently recessed.

REGULAR MEETING

Mayor Chow called the June 26, 2018 Regular Meeting to order at 7:30 pm.

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings: No discussion conducted. City Manager Pierson reported of upcoming activities.

5. Presentation of **Recognition for the Addison Fire Department Receiving a Class 1 Rating by the Insurance Services Office (ISO).**

Fire Chief David Jones announced the Town received a Class 1 Rating from the Insurance Service Office (ISO). This is the highest Public Protection Classification (PPC) rating awarded by the Insurance Services Office and approved by the Texas Department of Insurance. The rating is used by most insurance companies to predict and analyze risk when establishing insurance premiums. The Town joins 62 other communities in Texas to achieve a Class 1 rating with only 305 Class 1 ratings awarded nationwide. The effective date of the new classification is August 1, 2018. Addison's previous rating had been a Class 2. The Town's elected officials have recognized the economic benefit of lower property insurance rates and have made significant improvements including increased staffing, updated apparatus, regional consolidation and the formation of the North Texas Emergency Communications Center and the Joint Fire Training Facility. Additionally, infrastructure improvements included a 1.5 million gallon elevated water storage facility and continued repair and replacement of aging water system components to provide water coverage for the entire city. A short public information video prepared by Staff was viewed. Community Mitigation ISO Manager Phillip Bradley, ISO Evaluator Mike McCormack, and PPC Oversight Officer from the State Fire Marshal's Office Jesse Williams were on hand to make this presentation. No action taken - award presentation/notification.

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.

No citizens requested to address the City Council on a topic not on this agenda.

Consent Agenda:

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

7. Consider Action to Approve the **June 11, 2018 Special Meeting and June 12, 2018 Regular Meeting Minutes.**

 8. Consider Action to Approve a **Resolution for an Agreement with Municipal Code Corporation for Website Design Services for the Town's Main Website and Six (6) Microsites and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$58,800.

 9. Consider Action to Approve a **Resolution for Assignment of Ground Leasehold Interest from Mission Aire IV, LP, as Assignor to AQRD-REP, LLC, as Assignee for the Property Located at 4600 Claire Chennault Drive on Addison Airport at the Northeast End of Taxiway Uniform and Authorize the City Manager to Execute the Consent of Landlord.**

 10. Consider Action to Approve a **Resolution for an Amendment to the Ground Lease at 4600 Claire Chennault with AQRD-REP, LLC.**

 11. Consider Action to Approve a **Resolution for an Agreement with FNH, Inc., for Infrastructure Construction and Services from the Addison Capital Improvements Program Phase I Dooley Road & Prestonwood Shopping Center Waterline Improvements and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$793,055.

 12. Consider Action to Approve a **Resolution for a Professional Services Agreement with Nathan D. Maier Consulting Engineers, Inc., for the Design of the Vitruvian Park - Farmers Branch Creek Dredging Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$158,000.
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13. Consider Action to Approve an **Ordinance Amending Chapter 62 Signs to Provide a Definition for Flags and to Allow Display of Flags During Certain Periods Proximate to Federal Holidays.**

14. Consider Action to Approve a **Resolution to Adopt the Town of Addison's Strategic Planning Pillars and Milestones for Fiscal Year 2019.**

15. Consider Action to Approve a **Resolution for an Easement and Right Of Way Agreement Between the Town of Addison and Oncor Electric Delivery Company, LLC, to Obtain a Drainage Easement on Oncor Property Associated with the Sherlock Drainage Improvements and Authorizing the City Manager to Execute the Agreement.**

16. Consider Action to Approve a **Resolution for an Easement Between the Town of Addison and Kristin Middleton to Obtain a Drainage Easement on Private Property Located at 3907 Winter Park Lane Associated with the Sherlock Drainage Improvements and Authorize the City Manager to Execute the Agreement.**

CONSENT AGENDA ACTION: Mayor Chow called for any request to remove an item from the CONSENT AGENDA for separate discussion. Council Member Hughes requested that Consent Agenda Item 14 be pulled for discussion. Mayor Chow next called for a motion to approve Consent Agenda Items 7, 8, 9, 10, 11, 12, 13, 15, and 16.

MOTION: Mayor Pro-Tem Walden moved to approve Consent Agenda Items 7, 8, 9, 10, 11, 12, 13, 15, and 16 as presented by Staff. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R18-46: Agreement with Municipal Code Corporation for Website Design Services.

Resolution No. R18-47: Assignment of Ground Leasehold from Mission Aire IV, LP to AQRD-REP, LLC - 4600 Claire Chennault Drive.

Resolution No. R18-48: Amend Ground Lease @ 3600 Claire Chennault with AQRD-REP, LLC.

Resolution No. R18-49: Agreement with FNH, Inc. for Phase I Dooley Road and Prestonwood Shopping Center Waterline Improvements.

Resolution No. R18-50: Agreement with Nathan D. Maier Consulting Engineers, Inc. for design of Vitruvian Park - Farmers Branch Creek Dredging Project.

Ordinance No. O18-21: Amending Chapter 62 "Signs" to provide definition and regulations for display of Flags.

Resolution No. R18-51: Approve Drainage Easement and Right-of-Way Agreement with Oncor Electric Delivery Company, LLC for Sherlock Drainage Improvement Project.

Resolution No. R18-52: Approve Drainage Easement with Kristin Middleton at 3907 Winter Park Lane for Sherlock Drainage Improvement Project.

CONSENT AGENDA ACTION: Council Member Hughes stated he wished to discuss Item 14 separately as he found minor errors, nothing substantial, but since these Milestones and Pillars were being adopted by Resolution that corrections were in order.

TABLE: Councilmember Hughes moved to Table CONSENT AGENDA Item 14 to the July 10, 2018 City Council Meeting. Mayor Pro-Tempore Walden seconded the motion. Motion carried unanimously.

17. Present and Discuss an **Update on the WaterTower Theatre Fiscal Year 2019 Programs and Events.**

Watertower Theatre's Artistic Director Joanie Schultz presented the 2019 Season to the City Council. A brief description of each unique play was presented. Ms. Schultz thanked the City Council for its continued support. No action taken - information only.

18. Present, Discuss, and Consider Action on a **Resolution for a Professional Services Agreement with Clarion Associates, LLC to Review the Town's Current Development Regulations, and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$349,980.

The City Council's Strategic Plan for FY 2018 included a milestone to review the Town's ordinances and regulations with a focus on modernization in order to facilitate redevelopment. Due to the size and cost of this project, funds were budgeted in two separate funding years.

A Request for Qualifications (RFQ) was issued to provide professional services to include but not be limited to, review and development of zoning, subdivision, landscape and signage regulations for the Town. Clarion Associates, LLC representative Jim Spung explained the Scope of Services, Tasks, Consultant and Staff responsibilities. As part of this review and update of the Town's development process, Clarion will develop a Draft Unified Development Code for review by the Community. After a final draft is developed, the Planning & Zoning Commission and the City Council will review. This project is expected to take 24 months to complete. City Manager Pierson stated that this project would be long and at times difficult as Staff and Stakeholders proceed to build a consensus. However, in the end this project will set the stage on how the Town of Addison will develop in the future. Mayor Chow concurred and opined that it was necessary to know what Addison Citizens, our Stakeholders, want for the future of Addison. The project is presented as a lump sum contract in an amount not to exceed \$349,980.00. Staff recommends approval.

MOTION: Council Member Hughes moved to approve Professional Services Agreement with Clarion Associates, LLC. for development of a Unified Development Code for the Town in an amount not to exceed \$349,980.00. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

Resolution No. R18-53: Award Professional Services Agreement to Clarion Associates, LLC for Unified Development Code.

19. Present, Discuss, and Consider Action on a **Resolution for an Agreement with FNH, Inc., for Infrastructure Operations and Services on the Sherlock Drive Storm Drain Improvements Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$1,324,990.

Assistant Director of Infrastructure Jason Shroyer introduced this agenda item which became a top priority project after two large flooding events in May 2015 and again in June 2016. A storm water system assessment and analysis was conducted that showed the current system to be undersized. During the two heavy rain events approximately 165 cubic feet per second (cfs) of runoff was generated with the current system only capable of approximately 100 cfs. After review Staff developed a scope of work to include (1) replacement and installation of a new storm drain piping at the intersection of Sherlock Drive and Winter Park Lane to Belt Line Road; (2) the installation of several new inlets; (3) regrading and replacement of the intersection of Sherlock Drive and Winter Park Lane; and (4) site restoration.

The total budget for this project was \$1,200,000 with \$160,250 spent on design which was completed in March 2018. The project was subsequently placed on BidSync with 5 bids received and shown as follows:

**Sherlock Drive Storm Drain
Improvements Project**

BIDDER	BID AMOUNT
FNH	\$1,324,990.00
Flow-Line	\$1,411,556.00
Texas Standard	\$1,413,879.20
DDM Construction	\$1,461,461.00
Joe Funk Construction	\$1,656,908.00
Camino	\$2,201,230.00

Staff recommends awarding this project to the low bidder, FNH, with the budget shortfall of \$285,240.00 to come from a budget transfer of \$500,000 from the Oak North & Montford Improvement Project. The balance of funds from the Oak North & Montford Improvement Project will be sufficient to complete design in FY 2018 with construction to begin in early FY 2019.

Council expressed concern with missing another engineering estimate. Staff advised that they too were concerned and therefore reached out to several of the bidders to inquire as to why. The contractors/bidders reported that the volatility of the construction market, coupled with the potential liability of working adjacent to occupied residences contributed to the higher costs. In addition, it was determined that the unit cost for the 54" concrete pipe was actually 80% higher than estimated.

Councilmember Hughes stated that he was in favor of doing this project now and would support the budget transfer but questioned the implications of what this postponement would have on residents from the Oak North Drive and Montford Road area. Deputy Mayor Pro-Tempore Braun opined that a better system of estimating is needed so this type of short-fall does not happen again. Mayor Pro-Tempore Walden expressed his disappointment at yet another engineering estimate issue and suggested some type of penalty or possibly the hiring of a new firm for the Town.

The City Council indicated support for the Oaks North Drive and Montford Road projects for FY 2019 but expressed concern that these residents were anticipating this project to be completed in FY 2018. Staff was asked to insure that the residents would be made aware that the project's status and assured that the project would be moving forward with only a short delay.

MOTION: Deputy Mayor Pro-Tempore Braun moved to approve Resolution awarding the Sherlock Drive Storm Drainage Improvement Project to the low bidder, FNH, Inc. in an amount not to exceed \$1,324,900. Councilmember Hughes seconded the motion. Motion carried unanimously.

RESOLUTION NO. R18-54: Award Sherlock Drive Storm Drainage Improvement Project to FNH, Inc. an amount not to exceed \$1,324,990.

20. Present and Discuss the **Taste Addison 2018 Operations and Financial Reconciliation.**

Interim Director of Special Events/Director of Public Communications Mary Rosenbleeth and Accounting Supervisor Ashley Boatright presented the financial reconciliation from the Taste of Addison 2018. Taste of Addison is one of the special events the Town promotes each year. This event focuses on supporting Addison restaurants and promoting tourism. This three day event held May 18-20 features food, music, and fun. Advertising via paid media, in-kind sponsor media and earned media was presented and discussed. Thirteen Addison hotels offered special rates for this event with a total of 147 room nights reported being

booked. A total of 15,191 visitors attended this event with total revenues of \$740,266 and \$1,115,039 in expenses. The actual shortfall was better than budgeted shortfall. Plans are underway for next year and Staff is looking for ways to improve attendance by possibly providing free admission on Sunday, offering more children's programming on Sunday, expanding the entertainment budget to bring in national acts; and investigating opportunities to expand food-focused activities i.e. Iron Chef Competition. Council expressed thanks for a job well done. No action taken, Information only.

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.

Meeting Adjourned at 8:51 p.m.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

AI-2766

7.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Action to Approve a Resolution for a Professional Services Agreement with Garver, LLC, for the Design Services for Surveyor Pump Station Pump #1 Replacement and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$16,408.

BACKGROUND:

The Town of Addison owns and operates two potable water pumping stations, Celestial Pump Station and Surveyor Pump Station. The Surveyor Pump Station is located on the northeast corner of Arapaho Road and Surveyor Blvd. The pump station was built in the 1970s and serves as one of the two water supply entry points from Dallas Water Utilities. The facility includes a two million gallon ground storage tank and associated pumps and appurtenances.

The Surveyor Pump Station houses three, 4,000 gallons per minute pumps and 250 horsepower motors that move water from the ground storage tank to the Surveyor Elevator Storage tank across Arapaho Road. It is then distributed to the system for use by the customer.

Surveyor Pump #1 has been in place since the facility was constructed. The typical life for pumps and motors of this type is 30 years. Therefore, Pump #1 has exceeded its expected life and needs to be replaced.

Garver will provide design and bid phase services for the replacement of Pump #1. The scope of work includes:

- Preparation of construction plans and specifications
- Coordination with various pump manufacturers
- Development of specific pump clearance and specification requirements
- Preparation of an opinion of probably construction cost
- Assistance during the bid phase with bid package preparation and assessment of bids that are received

Garver was selected by a Request for Qualifications (RFQ) that the Town issued in late 2017. They are very experienced with these types of projects and come very highly recommended. A design contract of this amount would not normally

need Council approval however, Garver is also designing the needed electrical improvements at the Kellway Lift Station for a contract amount of \$46,827. According to the Town's purchasing policy, adding this additional contract value to the work that Garver has already been contracted to perform, pushes the amount above \$50,000, thereby requiring Council approval.

Funds for the design and construction of the pump replacement are allocated in the Utility Capital Projects fund in the amount of \$181,000. Design is expected to take 45 days to complete and then the project will go out for bid.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Surveyor Pump #1

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 GARVER, LLC, FOR DESIGN AND BID PHASE SERVICES ASSOCIATED WITH THE SURVEYOR PUMP STATION PUMP #1 REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$16,408.00 AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Agreement for Professional Engineering Services between the Town of Addison and Garver, LLC, for design and bid phase services associated with the Surveyor Pump Station Pump #1 Replacement Project in an amount not to exceed \$16,408.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of July 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

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

the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B," and Town and Consultant acknowledge and agree that Consultant shall complete its obligations herein as expeditiously as possible.

ARTICLE 2 THE TOWN'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Type of Payment Basis not to exceed **Sixteen thousand, four hundred eight and 00/100 Dollars (\$16,408.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B."
 - 3.1.1 **Completion of Final Report** – Town and Consultant agree that each task shall be completed, submitted to, and accepted by the Town prior to payment for each task. **The Town will not make final payment until the completion of each project task.** The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents, if any, shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.
 - 3.1.2 **Disputes between Town and Construction Contractor** – intentionally omitted.

3.1.3 Consultation and Approval by Governmental Authorities and Franchised Utilities – intentionally omitted.

- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.
- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis

according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Hourly Billable Rates by Position	
Classification	Rates
Engineers / Architects	
E-1.....	122.00
E-2.....	145.00
E-3.....	171.00
E-4.....	202.00
E-5.....	249.00
E-6.....	308.00
E-7.....	354.00
Planners / Environmental Specialist	
P-1.....	149.00
P-2.....	177.00
P-3.....	201.00
P-4.....	210.00
P-5.....	243.00
P-6.....	277.00
Designers	
D-1.....	111.00
D-2.....	125.00
D-3.....	149.00
D-4.....	175.00
Technicians	
T-1.....	95.00
T-2.....	129.00
T-3.....	140.00
Construction Observation	
C-1.....	104.00
C-2.....	132.00
C-3.....	160.00
C-4.....	206.00
Management/Administration	
X-1.....	71.00
X-2.....	91.00
X-3.....	145.00
X-4.....	172.00
X-5.....	181.00

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

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

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas

Government Code, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or

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

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit “D”, such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

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

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

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

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

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

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

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

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

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

**ARTICLE 10
INDEMNITY**

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE

PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

City Manager

Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

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

Garver, LLC

Jeff Sober, PE, - Vice President
3010 Gaylord Parkway, Suite 190
Frisco, Texas, 75034

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

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

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral

understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit "A," Scope of Services.

12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit "C," Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit "E," Affidavit.

12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott Israel** – Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

Effective Date: _____

TOWN:

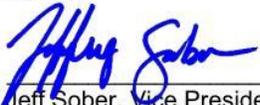
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:

Garver, LLC

By:  _____
Jeff Sober, Vice President

Date: June 28, 2018 _____

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2018.

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

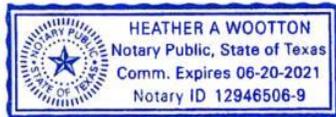
STATE OF Texas

§
§
§

COUNTY OF Denton

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of June, 2018.



Heather Wootton
Notary Public In and For the State of Texas
My commission expires: June 20, 2021

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Garver, LLC (Consultant)
to perform Professional Engineering Services for
Surveyor Pump Station Improvements

EXHIBIT A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes design and bidding services for the redesign and rebid of the Surveyor Pump Station Improvements located in Addison, Texas. The proposed project will add additional manufacturers to the approved manufacturer list of pump suppliers, and will provide construction documents to rebid the project. Bidding services are included in this scope of services.

The scope of services does not include services during construction.

2.2 Design Services

Garver will conduct detailed design tasks to prepare construction plans and specifications for one construction contract, including final construction details and schematics, technical specifications, Town of Addison front-end contract documents, and opinion of probable construction cost (OPCC).

The design will include inclusion of additional pump manufacturers who meet the targeted design criteria, clearances, and specification requirements. This will include coordination with manufacturers to confirm dimensions, horsepower requirements, and hydraulic capabilities. The design will also include replacement of a pump control valve and butterfly valve as additive alternatives.

Garver will submit 100% plans and specifications, along with OPCC, to the Town of Addison for review. Final comments from the review process will be incorporated into the documents and construction documents will be prepared as required to advertise for bids.

2.2.1 Deliverables

The following will be submitted to the Owner by Garver:

- 90% details, specifications, and OPCC: Three (3) hard copies to the Owner along with a submission in electronic PDF format.
- 100% details, specifications, and OPCC: Three (3) hard copies and one (1) electronic PDF to the Owner.

2.3 Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
2. Support the contract documents by preparing addenda as appropriate.
3. Participate in a pre-bid meeting.
4. Prepare bid tabulation.
5. Evaluate bids and recommend award.

2.4 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Construction services, including submittal review, observation, or administration.
2. Attendance at the bid opening.
3. Survey of any kind.
4. Redesign or substantial engineering beyond the pump and valve replacement.
5. SCADA integration or design.
6. Equipment pre-purchasing documentation or coordination beyond the equipment specification.

7. Modeling of any proposed pump sizes beyond a general replacement of the existing pump.
8. Utility relocation coordination or design.
9. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
10. Submittals or deliverables in addition to those listed herein.
11. Structural or electrical design.
12. Condition assessments.
13. Construction materials testing.
14. Geotechnical services.
15. Floodplain delineation and coordination with FEMA.
16. Environmental Services.
17. Warranty Assistance.
18. Meetings with TWDB or TCEQ.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

2.5 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Final Design	45 days from Notice to Proceed
Prepare Bid Documents	14 days from Approval of Final Design
Bidding Services	60 days

**Agreement by and between the Town of Addison (Town)
and Garver, LLC (Consultant)
to perform Professional Engineering Services for
Surveyor Pump Station Improvements**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

EXHIBIT "C"
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. Consultant agrees to place these standards in all subcontracts for work on the Project.
- B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.
- C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each

submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT "D"
TOWN OF ADDISON PROFESSIONAL SERVICES/CONSULTANT
INSURANCE GUIDELINES

REQUIREMENTS

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

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

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

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

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department:

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, Jeff Sober, a member of Garver, LLC, make this affidavit and hereby on oath state the following:

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

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

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

Signed this 28th day of June, 2018.

Jeff Sober
Signature of Official / Title

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

Sworn to and subscribed before me on this 28th day of June, 2018.



Heather Wootton
Notary Public in and for the State of Texas
My commission expires: June 20, 2021

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

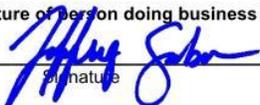
FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
<p>1. Name of person who has a business relationship with local governmental entity.</p>	
<p>2. Check this box if you are filing an update to a previously filed question <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">N/A</p> <p align="center">_____ Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>4. Signature of person doing business with the governmental entity Date:</p> <p align="center">  _____ June 28, 2018 Signature Date </p>	

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Local Government Officers Town of Addison, Texas

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

Mayor:	Joe Chow
Council Members:	Marlin Willesen, Council Member Guillermo Quintanilla, Council Member Tom Braun, Council Member Paul Walden, Council Member Ivan Hughes, Council Member Lori Ward, Council Member
City Manager:	Wesley S. Pierson

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

AGENDA CAPTION:

Consider Action to Approve the **Purchase of Traffic Signal Controllers, Traffic Signal Lights, Traffic Signal Backup Batteries, and Associated Components and the Renewal of Traffic Signal Software, Maintenance, and Testing of the Back-Up Battery System from Paradigm** in an Amount not to Exceed \$114,314.

BACKGROUND:

As part of the annual signal system maintenance program, the Streets Division of the Infrastructure and Development Services department purchases replacement equipment, such as signal controllers, signal lights, pedestrian crossing buttons, signal poles, and other components for the Town's 37 signalized intersections.

As approved in the Fiscal Year (FY) 2018 budget, the Streets Division is replacing 10 of the traffic system's signal controllers because they have reached the end of their useful life and replacement parts are not available. The Town's 37 signalized intersections also have battery backups that keep the lights in operation in the event of a power outage. Depending on the intersection, the battery backup provides up to 4 hours of normal operation and an additional 4 hours of flashing red lights during a power outage. The battery back-ups for 9 of the signalized intersections will be replaced this year. LED signal lights and pedestrian crossing signs will be replaced at 7 intersections this year. In addition, the purchase includes renewal of the Centrac Traffic Signal software and the annual maintenance and testing agreement for the battery backup system.

All of these items and services will be purchased through BuyBoard, an agency that bids out services and products for its members to provide the leverage needed to achieve better pricing on products, equipment, and services. This purchase is budgeted for in the amount of \$120,000 in the Street department's operations budget. The cost is not to exceed \$114, 314. Once this item is approved, a purchase order will be created as the contract for the purchase of the items listed below:

Item	Quantity	Cost
Econolite Cobalt Controller	10	\$29,000
AlphaCell 220GXL Batteries	36	\$9,900
LED Signal Lights and Pedestrian Signs	360	\$21,060
Alpha UPS Preventative Maintenance	36	\$7,200
Annual Software Maintenance Agreement	1	\$8,750
Alpha Units	4	\$4,730

Video Detection Equipment	29	\$16,260
Cellular Data Communication Units	2	\$17,414
Total	-	\$114,314

RECOMMENDATION:

Administration recommends approval.

Attachments

Quote - Paradigm



P.O. Box 5508 – Arlington – Texas – 76005-5508
 817.831.9406 – fax 817.831.9407
www.paradigmtraffic.com

QUOTATION

REVISED 3/19/2018 2:00 PM

TO: Town of Addison
 16801 Westgrove
 Addison, TX 75001

attn: Juan Gutierrez

ph: 972-450-2852

email: jgutierrez@addisontx.gov

RFQ: BuyBoard Contract # 524-17

Public Safety, Fire House

Supply & Equipment &

Traffic Signals

512-467-0222 pn

1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
3/19/18	MH	30-45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q22473MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	10	Econolite Cobalt Controller 11100110000				\$2,900.00	\$29,000.00
						TOTAL	\$29,000.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

 Matt Hendricks
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341



P.O. Box 5508 – Arlington – Texas – 76005-5508
 817.831.9406 – fax 817.831.9407
www.paradigmtraffic.com

QUOTATION

TO: Town of Addison

RFQ: BuyBoard Contract # 524-17

Public Safety, Fire House Supply Equip. &
 Traffic Signals

attn: Juan Gutierrez

512-467-0222 ph

ph: 972-450-2852

1-800-211-5454 fax

email: jgutierrez@addisontx.gov

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
3/1/18	MH	30-45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q22454MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	36	AlphaCell 220GOLD-HP Battery (Discounted From BuyBoard Price Of \$288.00)				\$275.00	\$9,900.00
<p>NOTE: PURCHASE ORDER MUST BE PROCESSED THROUGH www.buyboard.com</p>							
						TOTAL	\$9,900.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

22454MH, quote A

OFFERED BY:

 Matt Hendricks
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341



P.O. Box 5508 – Arlington – Texas – 76005-5508
 817.831.9406 – fax 817.831.9407
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QUOTATION
REVISED 3/19/2018 2:00 PM

TO: Town of Addison
 16801 Westgrove
 Addison, TX 75001

attn: Juan Gutierrez
 ph: 972-450-2852

email: jgutierrez@addisontx.gov

RFQ: BuyBoard Contract # 524-17

Public Safety, Fire House Supply & Equipment &
 Traffic Signals

512-467-0222 pn

1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
3/8/18	MH	30 - 45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q22472MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	100	JXC300-HFTR03 12" Red LED-Hi Flux				\$37.00	\$3,700.00
2	80	JXC300-HFTY03 12" Yellow LED-Hi Flux				\$42.00	\$3,360.00
3	100	JXC300-HFTG03 12" Green LED-Hi Flux				\$38.00	\$3,800.00
4	40	JXJ-300VIYGA 12" Bi-Modal (Yellow/Green) Arrow LED				\$110.00	\$4,400.00
5	40	JXM-400VIEIL01 16"x18" Countdown Ped LED				\$145.00	\$5,800.00
NOTE: PURCHASE ORDER MUST BE PROCESSED THROUGH WWW.BUYBOARD.COM							
TOTAL							\$21,060.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Matt Hendricks
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341

15004
 Bellbrook

(817) 831-9406 ph
(817) 831-9407 fx

PARADIGM

TRAFFIC SYSTEMS, INC.

P.O. Box 5508
Arlington, TX 76005-5508

QUOTATION

TO: Town of Addison
16801 Westgrove
Addison, TX 75001

attn: Juan Gutierrez

ph: 972-450-2852

email: jgutierrez@addisontx.gov

RFQ: BuyBoard Contract # 524-17

Public Safety, Fire House Supply & Equipment
Traffic Signals

512-467-0222 pn

1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
7/6/18	MH	30 - 45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q23091MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	36	Alpha UPS Preventive Maintenance				\$200.00	\$7,200.00
NOTE: PURCHASE ORDER MUST BE PROCESSED THROUGH WWW.BUYBOARD.COM							
						TOTAL	\$7,200.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Matt Hendricks
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341



P.O. Box 5508 – Arlington – Texas – 76005-5508
 817.831.9406 – fax 817.831.9407
www.paradigmtraffic.com

QUOTATION

TO: Town of Addison
 16801 Westgrove
 Addison, TX 75001

attn: Juan Gutierrez
 ph: 972-450-2852

email: jgutierrez@addisontx.gov

RFQ: BuyBoard Contract # 524-17

Public Safety, Fire House Supply & Equipment &
 Traffic Signals

512-467-0222 pn

1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
9/13/17	MH	30 - 45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q21725MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	1	Bronze SMA For Centracs (Renewal- Dec. 2017 Through Dec. 2018) (Discounted From BuyBoard Unit Price Of \$ 25,000)				\$8,750.00	\$8,750.00
NOTE: PURCHASE ORDER MUST BE PROCESSED THROUGH WWW.BUYBOARD.COM							
						TOTAL	\$8,750.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.
 This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Matt Hendricks
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341



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1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
3/19/18	MH	30-45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q22474MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	2	017-232-31, FXM2000, 120Vi/o, 48VDC, SNMP				\$1,665.00	\$3,330.00
2	2	020-168-41, UATS w/MTS Conn PI, RPA, 120VAC				\$700.00	\$1,400.00
						TOTAL	\$4,730.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

 Matt Hendricks
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341



P.O. Box 5508 – Arlington – Texas – 76005-5508
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QUOTATION

TO: Town of Addison

RFQ: BuyBoard Contract # 524-17

attn: Juan Gutierrez

ph: 972-450-2852

email: jgutierrez@addisontx.gov

Public Safety, Fire House

Supply & Equipment &

Traffic Signals

512-467-0222 pn

1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
3/29/18	MH	30-45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q22575MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	6	ARVTERRA1E, Autoscope Rackvision Terra (Discounted From BuyBoard Price of \$ 2,100.00)				\$1,650.00	\$9,900.00
2	4	AIS4HCRZOOMUOS Econolite AIS IV Camera (Discounted From BuyBoard Price of \$ 1365.00)				\$1,010.00	\$4,040.00
	4	AS-0166-58-PNC, Camera Mounting Bracket				\$175.00	\$700.00
3	12	CX06-M LPU Surge Protector (Discounted From BuyBoard Price of \$ 1365.00)				\$65.00	\$780.00
	3	DIN 12010-4, 4 Camera DIN Rail				\$280.00	\$840.00
						TOTAL	\$16,260.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.

This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

 Matt Hendricks
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341

(817) 831-9406 ph
(817) 831-9407 fx

PARADIGM
TRAFFIC SYSTEMS, INC.

P.O. Box 5508
Arlington, TX 76005-5508

QUOTATION

TO: Town of Addison
16801 Westgrove
Addison, TX 75001

attn: Juan Gutierrez

ph: 972-450-2852

email: jgutierrez@addisontx.gov

RFQ: BuyBoard Contract # 524-17

Public Safety, Fire House Supply & Equipment
Traffic Signals

512-467-0222 pn

1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
7/6/18	MH	#REF!	PPD & Allowed	Best Way	Destination	Net 30	Q23092MH
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	2	Applied Information , AI-500-085-02 - Preempt/Priority Includes In-Cabinet Device, Glance Software w/Configuration, 10 Year Connectivity Service And Warranty.				\$8,707.00	\$17,414.00
NOTE: PURCHASE ORDER MUST BE PROCESSED THROUGH WWW.BUYBOARD.COM							
						TOTAL	\$17,414.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Matt Hendricks
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341

AI-2761

9.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve a **Resolution to Adopt the Town of Addison's Strategic Planning Pillars and Milestones for Fiscal Year 2019.**

BACKGROUND:

Starting in early 2016, City Council participated in an exercise to develop a cohesive vision of the future that creates excitement and commitment for the Town of Addison. As a results of strategic planning sessions facilitated by Strategic Government Resources (SGR), the Council identified seven pillars of success for this vision of the future. At a Special Work Session on June 11, 2018, City Council reviewed the pillars for Fiscal Year 2019:

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

Council also identified several milestones that indicate progress toward achieving these pillars, selecting the top 10 priority milestones to focus on for Fiscal Year 2019. A complete list of milestones is attached as Exhibit A in the resolution. Additionally, the full report from Strategic Government Resources is attached.

This item is to adopt the pillars and priority milestones for Fiscal Year 2019.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Fiscal Year 2019 Strategic Planning Pillars and Milestones
Report - Strategic Government Resources Final Report



TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

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

WHEREAS, the City Council met in a special work session on June 11, 2018 to review and revise the components of the Town's Strategic Plan; and

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

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

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

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

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of July, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

RESOLUTION No. _____

EXHIBIT A

Addison City Council Strategic Planning Sessions Results

Addison City Council held a special work session on June 11, 2018 regarding the future of Addison. The document identifies the 7 pillars, the Top 10 milestones and the additional milestones within each pillar.

Vision of Success

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

The pillars are listed alphabetically, not in order of importance, for they are all considered to be important elements of their vision. The Top 10 milestones are bolded; other milestones are not listed in rank order.

Entrepreneurship and Business Hub

- **Focus on economic development activities which attract and retain entrepreneurship and high-tech conferences**
- **Review Town's ordinances and regulations to modernize them and facilitate redevelopment**
- **Create a specific channel to receive input from the business community**
- Use airport to promote business aviation and provide business amenities
- Expand and upgrade the Treehouse to continue to foster a vibrant business community
- Expand partnerships with Universities to promote entrepreneurship
- Strengthen our relationships with hotels and restaurants to maximize our Tourism dollars

EXHIBIT A

Excellence in Asset Management

- **Implement the Asset Management Plan**
- Create an Asset Management Plan
- Benchmark
- Implement Infrastructure Reinvestment Plan
- Evaluate Town facilities for the best use of Addison's future

Excellence in Transportation Systems

- **Develop a Cotton Belt Strategy**
- **Maintain all roads in an acceptable condition and well maintained**
- Connectivity around the Town with a view toward economic development
- Maintain airport, including a "Customs" solution
- Cooperate with Dallas for effective intersections, traffic lights and DART service
- Connectivity among modes of transportation (DART, Cotton Belt, Taxis, etc.)
- Transit-oriented development
- Effective transportation to/from events
- Enhance quality of life with trails for connectivity
- Identify additional funding for Midway Road and begin reconstruction
- Identify funding for Belt Line Road Enhancements

Gold Standard in Customer Service

- **Clarify and Protect the Addison Way**
- Maintain clear metrics that identify and motivate exceptional customer service
- Be responsive to community
- Great communications
- Benchmark against the best
- Conduct a business survey

EXHIBIT A

Gold Standard for Financial Health

- **Implement and continue development of long-term financial plan**
- Be a Best Practices Organization in financial matters
- Positive correlation between tax rate and the value proposition
- Obtain and maintain the highest credit agency rating
- Pursue additional Texas Transparency stars

Gold Standard in Public Safety

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

Optimize the Addison Brand

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



Addison City Council Strategic Vision Update

June 11, 2018

The Addison City Council met on Monday, June 11, 2018, for the purpose of reviewing the City's Strategic Plan. The entire Council was present, as well as the City Manager, Deputy City Managers, and Department Heads. Mike Mowery, of Strategic Government Resources, facilitated the retreat. The format was to look at the main Pillars of the Strategic Plan, as well as the Milestones under each of the Pillars. The focus of the discussion centered around the relevance of the Pillars and the Milestones, to make any necessary tweaks, deletions, and additions in order to give the Staff clear direction from the Council. The Council also identified some game-changers in each area. Game changers are events or potential events that could dramatically change the nature of the situation.

The process that was followed was to divide the Council up into small groups and let them discuss each pillar and its milestones by examining these questions:

- (1) What's gone well?
- (2) What's not gone well?
- (3) What are the game-changers?
- (4) What tweaks, additions, or deletions do we see?

Below is a summary of the discussion regarding each Pillar, and the revised Strategic Plan. SGR strongly urges the City Council to adopt this Strategic Vision at a regular Council Meeting as soon as possible.

Pillar: Entrepreneurship and Business Hub

Game-changers Identified:

- Cotton-belt and the development opportunities.
- Competition from other cities, especially related to the special events that are being held by other cities.
- The impact of traffic.
- Address competition with large tenants leaving for newer development areas (example: Legacy West)
- Creates an opportunity, though, to build relationships leading toward more business retention.

Suggested Tweaks and Additions:

- Push the target deadline to have town ordinances reviewed.
- Create a specific channel to receive input from the business community.
- Strengthen our relationship with hotels and restaurants to maximize our tourism dollars.

Priority Milestone(s) Identified:

- Economic development focus on attracting and retaining entrepreneurship and high-tech conferences.
- Review Town's ordinances and regulations to modernize them and facilitate redevelopment.
- Create a specific channel to receive input from the business community.

Pillar: Excellence in Asset Management

Game-changers Identified:

- Attaining excellence in this area is a game-changer in itself.
- Future Town Facilities would be a game-changer.
- ADA Review is showing that it is a big cost.
- Miscalculations on estimates have been a negative game-changer.

Suggested Tweaks and Additions:

- Evaluate Town facilities for the best use of Addison's future.

Priority Milestone(s) Identified:

- Implement the Asset Management plan.

Pillar: Excellence in Transportation Systems

Game-changers Identified:

- Cotton-belt.
- UBER.
- Population Growth.
- Things we didn't foresee with infrastructure challenges.

Suggested Tweaks and Additions:

- Identify additional funding for Midway Road and begin reconstruction.
- Identify funding for Belt Line Road enhancements.

Priority Milestone(s) Identified:

- Develop a Cotton Belt strategy.
- All roads in acceptable condition and well maintained.

Pillar: Gold Standard in Customer Service

Game-changers Identified:

- Addison Fix-it App (Keep optimizing it, too).
- Cutting-edge Technology.
- Community having the ability to show appreciation to service providers through the app would be a game-changer.

Suggested Tweaks and Additions:

- Be responsive to community.
- Conduct a business survey.

Priority Milestone(s) Identified:

- Clarify and protect the Addison Way.

Pillar: Gold Standard for Financial Health

Game-changers Identified:

- The Council discussed this issue but made no significant changes in this area.

Suggested Tweaks and Additions:

- Obtain and maintain the highest credit agency ratings. (Current ratings: Standard & Poor's: AAA (highest rating); Moody's: Aa1 (second highest).

Priority Milestone(s) Identified:

- Implementation and continuous development of long term financial plan.

Pillar: Gold Standard in Public Safety

Game-changers Identified

- Future safety enhancements through license plate reader (LPR) and the addition of surveillance cameras at strategic locations.
- Social Media—both positive and negative game-changers.
- Coordination with other cities is very good.
- Jail-outsourcing.

Suggested Tweaks and Additions:

- Support Addison Citizens Assisting Police (ACAP) program.
- Continuously improve police/fire response times with sufficient workforce.

Priority Milestone(s) Identified:

- Maximize use of cutting edge technology to enhance public safety.

Pillar: Optimize the Addison Brand

Game-changers Identified:

- Leverage the goodwill created by really good employees.
- Consider the possibility of a digital billboard.
- How do we continue to compete with of other cities with our special events?

Suggested Tweaks and Additions:

- Desirability of Addison to live, work, and play.
- Define and promote the Addison identity.

Priority Milestone(s) Identified:

- Define and promote the Addison identity.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: General Services

AGENDA CAPTION:

Consider Action to Approve a **Resolution for an Agreement with DSS Fire, Inc. for the Replacement and Upgrade of the Conference and Theatre Centre Fire Detection and Alarm System and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$98,500.

BACKGROUND:

The purpose of this item is to enter into a Purchase Agreement with DSS Fire, Inc. for the replacement and upgrade of the fire detection and alarm system at the Conference and Theatre Centre. The current alarm is the original system that was installed in 1991 as part of new construction. The system has become obsolete and is difficult to find replacement parts for when repairs are needed. The replacement system will have a feature that will allow the Theatre to easily make use of haze in Theatre productions without potentially activating the alarm. Additionally, in the current fire alarm system, the Conference and Theatre Centre were connected with a single system. The new system will be two independent systems, so false alarms in one building will not activate the alarm in the other facility.

This project was bid and received two proposals. FTS was the lower bidder, however, they withdrew their bid due to a large work load and not having sufficient staff to work on the project. With only one bid remaining, staff sought comparison bids to determine if the DSS Fire, Inc. bid was of good value. General Services staff asked other vendors to provide a quote, one responded with a cost that exceeded the DSS Fire, Inc. bid:

Vendor	Bid Amount
FTS	\$47,803 (withdrawn by vendor)
DSS Fire, Inc.	\$98,500
Comparison Bid	
Safe Guard	\$148, 569

This project was bid in Fiscal Year (FY) 2017 and approved by the City Council on July 11, 2017. However, the vendor was unable to complete the project in a timely manner so the Town terminated the contract. The previous amount that was approved for this project was \$76,164.

Funds for this project were allocated by the budget amendment approved by the City Council on April 10, 2018 in the amount of \$99,000 to be spent in FY2018.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Conference and Theatre Centre Fire Alarm

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND DSS FIRE, INC., FOR A FIRE ALARM SYSTEM AT THE ADDISON CONFERENCE CENTER IN AN AMOUNT NOT TO EXCEED \$98,500.00, 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 between the Town of Addison and DSS Fire, Inc., for an alarm system at the Addison Conference Center in an amount not to exceed \$98,500.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of July 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND DSS FIRE, INC. FOR A FIRE ALARM SYSTEM

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2018 ("Effective Date"), is by and between the Town of Addison, Texas, hereinafter called ("Town"), a home rule Texas municipal corporation, and DSS Fire, Inc. hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town initiated a request for proposals, attached hereto as Exhibit "A" and incorporated herein for all purposes ("RFP #18-72"), for the installation of a fire alarm system at the Addison Conference Center ("Services"); and

WHEREAS, the Contractor submitted a response to RFP #18-72 to the Town for the provision of these Services, attached hereto as Exhibit "B" and incorporated herein for all purposes ("Response"); and

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

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

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

1. Scope of Services.
The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.
2. Term.
The term of the Agreement shall commence upon the Effective Date and the Services described in the Agreement Documents shall be completed no later than September 15, 2018, at which time this Agreement shall terminate. This Agreement may not be renewed.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the

end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the City at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

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

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

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

4. Agreement Price: Payment Terms and Insurance.

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed Ninety-Eight Thousand Five Hundred and no/100s (\$98,500.00).

On or before the 10th day of each month, Contractor shall submit to City an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to City and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as City may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

The Contractor shall comply with the insurance requirements set forth in RFP #18-72.

6. Agreement Documents.

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

- a. This Agreement;
- b. Town of Addison RFP #18-72, attached hereto as **Exhibit "A"**; and

- c. Contractor Response to RFP #18-72, attached hereto as **Exhibit "B"**.

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

7. Entire Agreement.

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

8. Counterparts.

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

9. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION,

AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
12. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
13. Authority to Execute.
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
14. Assignment.
This Agreement may not be assigned without the written agreement of both parties.

15. Sovereign Immunity.

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

16. Notice.

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

If to Contractor, to: DSS Fire, Inc.
 ATTN: Mitchell Stamps
 2602 National Place
 Garland, TX 75041

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

17. Severability.

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

18. Representations.

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

19. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the

amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such “force majeure” event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a “force majeure” event causing such delay and the other party shall not otherwise be aware of such “force majeure” event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

20. Independent Contractor. The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
21. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor’s execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.
22. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2018.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

DSS FIRE, INC.

By: _____

Print Name: Mitchell Stamps

Title: Vice President of Sales

Date: 7/02/2018

STATE OF TEXAS §

COUNTY OF Name §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2018.

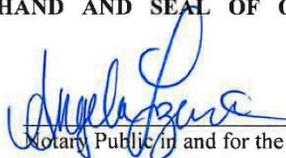
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF Texas §

COUNTY OF Dallas §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of July, 2018.



Notary Public in and for the State of Texas
My Commission Expires: 05/23/2021



EXHIBIT "A"

RFP #18-72

(a copy of RFP #18-72 is on file in the Office of the City Secretary)

EXHIBIT "B"

Contractor Response to RFP #18-72

(a copy of Contractor's Response to RFP #18-72 is on file in the Office of the City Secretary)

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: General Services

AGENDA CAPTION:

Consider Action to Approve a **Resolution for an Agreement with LMC Corporation General Contractors for Police Department and Courts Facilities Modifications and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$600,573.86.

BACKGROUND:

Town staff identified several security concerns at the Addison Police and Municipal Court facility that require modifications to be made to the structural components of the building to provide better safety to the employees. Town staff decided to seek contracting services for the construction and completion of the facility modifications, including Americans with Disability Act (ADA) compliance requirements, through an authorized procurement process called job order contracting (JOC). The JOC process has two components to the bid. All of the bidders provide a not to exceed price. Then, the selected vendor goes back and refines the final price with more exact numbers.

Staff sought the services of The Gordian Group to assist the Town in the development of the scope of work necessary to identify and complete appropriate modifications. Through various interlocal purchasing cooperatives, several contractors were invited to bid on the scope of work. In addition to the base bid, two alternates were included. At the pre-bid meeting, contractors were told to disregard Alternate 1 but to include Alternate 2 in their submittals. With the assistance of The Gordian Group, staff began the process of evaluating the prospective contractors. The Town received bids from three companies:

Vendor	Bid Amount
LMC Corporation	\$602,622.89
BC Commercial	\$683,395
Nouveau	\$758,739

Lee Construction and Maintenance Company d/b/a LMC Corporation (“LMC Corporation”) was selected. They submitted a response to the scope of work through Buy Board Contract 520-16 Job Order Contracting. Based on the response provided by LMC Corporation, staff verified references and determined

that LMC Corporation is the lowest, best value bid for the Town, and that they are capable of performing the work. After refining the original not to exceed amount, LMC Corporation submitted its best and final offer in an amount not to exceed \$600,573.86.

Additionally, LMC will hire Stanley, a sub-contractor, to provide an access control solution for this building. Stanley will supply all of the hardware, installation and credentials for the control of the interior and exterior restricted areas. The vendor will also provide the access control for the large gates that allow the police patrol vehicles entering and exiting from the secured parking area on the north side of the Police facility. Stanley will work in conjunction with LMC to assure the access control component works seamlessly with the rest of the project.

Due to the sensitivity and nature of the plans for the safety improvements, the design documents are not included.

The budgeted amount for the modifications and access control solution is \$610,000 in the Infrastructure Investment Fund. The total cost of construction is not to exceed \$600,573.86.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Police Department & Courts Facility Modifications

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND LEE CONSTRUCTION AND MAINTENANCE COMPANY D/B/A LMC CORPORATION, FOR POLICE DEPARTMENT FACILITY MODIFICATIONS IN AN AMOUNT NOT TO EXCEED \$600,573.86, 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 between the Town of Addison and Lee Construction and Maintenance Company d/b/a LMC Corporation, for police department facility modifications in an amount not to exceed \$600,573.86, 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 10th day of July 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND LEE CONSTRUCTION AND MAINTENANCE COMPANY d/b/a LMC CORPORATION FOR POLICE DEPARTMENT FACILITY MODIFICATIONS

This Agreement ("Agreement") is made and entered into this the 6th day of July, 2018 ("Effective Date"), is by and between the Town of Addison, Texas, hereinafter called ("Town"), a home rule Texas municipal corporation, and Lee Construction and Maintenance Company d/b/a LMC Corporation, a foreign corporation authorized to conduct business in the state of Texas, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the Town sought services related to police department facility modifications ("Services"), through job order contracting, based upon a set of drawings and specifications identifying the work to be completed by a contractor which are on file with the City Secretary's office and are incorporated herein as if set forth verbatim ("Specifications"); and

WHEREAS, due to the complexity of the Services, the Town utilized The Gordian Group to assist in the development of the scope of work required to complete the Services; and

WHEREAS, through various interlocal purchasing cooperatives, the Gordian Group assisted in the identification of several possible contractors for the Town to evaluate, including the Contractor; and

WHEREAS, the Contractor, through Buy Board Contract 520-16 Job Order Contracting for Regional and Statewide, submitted a response to the work identified in the Specifications, attached hereto as Exhibit "A" and incorporated herein for all purposes ("Response"); and

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

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

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

1. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

2. Term.

The term of the Agreement shall commence upon the Effective Date and the Services described in the Agreement Documents shall be completed no later than December 31, 2018, at which time this Agreement shall terminate. This Agreement may not be renewed.

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

3. Termination.

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

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

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

4. Agreement Price, Payment Terms and Bonds

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed Six Hundred Thousand, Five Hundred Seventy-Three and no/100s (\$600,573.86), according to the terms and conditions of this Agreement.

On or before the 10th day of each month, Contractor shall submit to City an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to City and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as City may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges

not in dispute shall be paid within thirty (30) days of receipt of invoice.

The Contractor agrees that the appropriate payment, performance and maintenance bonds, as required by law, shall be provided to the Town prior to the commencement of work on the Services, including executed powers of attorney. The maintenance bond shall be for a term of two (2) years following the completion of the Services as determined by the Town.

5. Agreement Documents.

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

- a. This Agreement;
- b. The Specifications, on file with the City Secretary;
- c. Contractor Response to the Specifications, attached hereto as **Exhibit "A"**;
- d. Town of Addison Standard Terms and Conditions, attached hereto as **Exhibit "B,"** and incorporated herein for all purposes; and
- e. Town of Addison Insurance Requirements for Contractors, attached hereto as **Exhibit "C,"** and incorporated herein for all purposes.

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

6. Entire Agreement.

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

7. Counterparts.

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

8. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING

DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

If to Town, to:

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

16. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
18. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
19. Independent Contractor. The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
20. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

21. Miscellaneous Drafting Provisions.

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

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2018.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
Wesley S. Pierson, City Manager

Date: _____

LMC CORPORATION

By: _____

Print Name: **Dave J. Wilson**

Title: **Director of Construction**

Date: **July 6, 2018**

STATE OF TEXAS §
 §
COUNTY OF Name §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of _____, 2018.

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

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Contractor First Name Last Name known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for LMC Corporation and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of July, 2018.



Notary Public in and for the State of Texas
My Commission Expires: 6/2/21



EXHIBIT "A"
Contractor Response to Specifications



Work Order Signature Document

ezIQc Buy Board Contract No.: 520-16 Area F - LMC			
<input checked="" type="checkbox"/> New Work Order		<input type="checkbox"/> Modify an Existing Work Order	
Work Order Number.: 059102.00	Work Order Date: 08/20/2018		
Work Order Title: <u>Town of Addison - Police Court Upgrade</u>			
Owner Name: <u>Town of Addison</u>	Contractor Name: <u>LMC Corporation</u>		
Contact: <u>Rob Bourston</u>	Contact: <u>Dave Wilson</u>		
Phone: <u>(972) 450-7091</u>	Phone: <u>(713) 947-2422</u>		
Work to be Performed			
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQc Buy Board Contract No 520-16 Area F - LMC.			
Brief Work Order Description:			
Time of Performance	Estimated Start Date: 07/23/2018	Estimated Completion Date: 10/31/2018	
Liquidated Damages	Will apply: <input type="checkbox"/>	Will not apply: <input checked="" type="checkbox"/>	
Work Order Firm Fixed Price: \$800,573.86			
Owner Purchase Order Number:			

Approvals

Owner _____

Date _____

Contractor _____

Date _____

 7-6-18



Detailed Scope of Work

To: Dave Wilson LMC Corporation 9191 Winkler Drive, Suite A Houston, TX 77017-5967 (713) 947-2422	From: Rob Boursston Town of Addison 5350 Belt Line Rd. Addison, TX 75001 (972) 450-7061
--	--

Date Printed: June 20, 2018

Work Order Number: 069102.00

Work Order Title: Town of Addison - Police Court Upgrade

Brief Scope:

Preliminary
 Revised
 Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work:

- Per Plans Dated 9/25/17
- Install Ballistic panels, doors, customer service windows, exterior window ballistic glazing. Finished per plans
- Concrete panel fence with 1 rolling gate & 1 double swing gate with motors
- Demo & install new handicap ramps & parking spaces with striping
- Stanley to install security
- Install quick drop roll up grill
- Extend wall on second floor over storefront doors & finish per plans
- Install new electric circuits to feed gate motors
- Attach to existing power for the quick drop roll up grill
- Rework landscaping & low brick wall per plans

Alternate 2 Included

Planning Information:

1. Construction to begin after issuance of PO from City of Addison and notice to proceed.
2. Work to be accomplished per established schedule.
3. Area of construction to be made available from 7:00 am – 5:00 pm, Monday through Friday.

Exclusions:

1. Taxes
2. Abatement & Abatement Survey
3. Alternate A1 – Page AS102

Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of City of Addison. Further, LMC Corporation shall not be held responsible for reasonable delays

Scope of Work

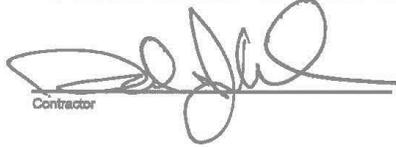
Page 1 of 2
6/20/2018

Detailed Scope of Work Continues..

Work Order Number: 04810730
Work Order Title: Town of Adirondack - Police Court Upgrade

caused by such condition. Any extra work or changes to this proposal shall be determined in advance by LMC and the Project Manager or Authorized Agent. Any authorization for extra work shall show the agreed terms and costs, and be approved and signed by both parties. LMC Corporation shall do no extra work without the prior written authorization from the Project Manager or Authorized Agent.

Subject to the terms and conditions of JOC Contract 820-18 Area F - LMC.


Contractor _____ Date 7-6-18

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: June 20, 2010

Rec: IQC Master Contract #: 820-19 Area F - LMC
 Work Order #: 059102.00
 Owner PO #:
 Title: Town of Addison - Police Court Upgrade
 Contractor: LMC Corporation
 Proposal Value: 8600,573.86

Ballistic	\$183,183.44
Concrete	\$26,676.88
Doors	\$4,666.13
Electric	\$20,180.27
Fence	\$180,608.14
Floor	\$20,202.36
General	\$21,220.20
Landscape	\$10,636.63
Milwork	\$10,180.33
OH Door	\$10,089.31
Plumbing	\$23,438.80
Security	\$70,310.00
Signs	\$2,281.82
Toilet Aco	\$7,518.69
Proposal Total	8600,573.86

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 72.26%

Contractor's Price Proposal - Detail

Date: June 20, 2018

Re: IOC Master Contract #: 520-16 Area F - LMC
 Work Order #: 059102.00
 Owner PO #:
 Title: Town of Addison - Police Court Upgrade
 Contractor: LMC Corporation
 Proposal Value: 9800,673.89

Sect.	Item	Mod.	UCM	Description	Line Total
Ballistic					
7	13224	0154		Asst. Automatic 5.1x1 Panel System - Address Police Station	\$182,163.40
				Installation	Quantity: 1.00, Unit Price: 182,163.40, Factor: 1.1893, Total: 215,163.40
				W-P by LMC	
Subtotal for Ballistic					\$182,163.44
Concrete					
2	02 41 13 13 0032		BY	4" to 6" 1/2" Blk/Stone Break-up And Retainc Bed Reinforced Concrete Paving	\$2,818.88
				Installation	Quantity: 319.00, Unit Price: 8.84, Factor: 1.1893, Total: 3,348.88
2	02 41 10 13 0033		BF	Demolish 12" 1/2" Reinforced Concrete Block Curbor Pav	\$793.72
				Installation	Quantity: 62.00, Unit Price: 12.80, Factor: 1.1893, Total: 200.72
4	02 41 10 13 0053		LF	Saw Cut Concrete Slab Or Paving Up To 4" Depth	\$808.56
				Installation	Quantity: 348.00, Unit Price: 2.32, Factor: 1.1893, Total: 808.56
5	03 11 13 00 0003		BF	Continuous Footings Foundation Wood Formwork	\$6,701.80
				Installation	Quantity: 1,057.00, Unit Price: 6.34, Factor: 1.1893, Total: 6,701.80
6	03 21 11 00 0120		LF	#4, Grade 40, Slab On Grade, Steel Reinforcement Bar	\$274.56
				Installation	Quantity: 450.00, Unit Price: 0.61, Factor: 1.1893, Total: 274.56
7	10 14 63 00 0257		EA	4 To 10 BF Sign Area, Sign Removal	\$287.69
				Installation	Quantity: 4.00, Unit Price: 71.92, Factor: 1.1893, Total: 287.69
8	31 23 18 13 0017		CY	Load Excess Material by Hand for Removal from Excavation for Trenching	\$4,191.00
				Installation	Quantity: 108.00, Unit Price: 38.80, Factor: 1.1893, Total: 4,191.00
8	31 23 18 38 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand	\$1,351.34
				Installation	Quantity: 80.00, Unit Price: 16.77, Factor: 1.1893, Total: 1,351.34
10	32 13 13 33 0005		SY	6" 4,500 PSI Concrete Paving Assembly	\$3,726.13
				Installation	Quantity: 94.00, Unit Price: 39.53, Factor: 1.1893, Total: 3,726.13
11	32 18 13 13 0018		LF	6" x 12" Concrete Gutter With 6" Curb And Fane - Straight	\$1,611.70
				Installation	Quantity: 94.00, Unit Price: 17.15, Factor: 1.1893, Total: 1,272.19
				Demolition	Quantity: 66.00, Unit Price: 5.16, Factor: 1.1893, Total: 339.51

Contractor's Price Proposal - Detail Continues .

Work Order Number: 090102 CC
 Work Order Title: Tower of Addition - Police Court Upgrade

Concrete						
79	32 18 29 00 0802	SP	4" Cast In Place Concrete Subgrade			\$2,079.46
		Installation	Quantity 389.00 x	Unit Price 5.35 x	Factor 1.1883 =	Total 2,318.45
73	32 17 15 19 0882	EA	5' x 5' x 6" Precast Concrete Wheel Stop			\$181.94
		Installation	Quantity 1.00 x	Unit Price 181.94 x	Factor 1.1883 =	Total 181.94
74	32 17 23 13 0888	LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas			\$243.85
		Installation	Quantity 384.00 x	Unit Price 0.63 x	Factor 1.1883 =	Total 243.85
75	32 17 23 13 0888	LF	Painted Curb, Any Color			\$75.37
		Installation	Quantity 84.00 x	Unit Price 0.76 x	Factor 1.1883 =	Total 75.37
Subtotal for Concrete						\$28,876.06
Doors						
76	08 71 16 00 0817	EA	Replacement Rubber Door SealersFor repair / maintenance only. This task is not to be used in conjunction with new door or frame installations.			\$8.37
		Installation	Quantity 10.00 x	Unit Price 0.70 x	Factor 1.1883 =	Total 8.37
77	08 71 16 00 2128	EA	3' Push Bar Exit Device, Rim Type, Narrow SideAluminum anodized finish. Von Duprin Series 33/36.			\$2,171.78
		Installation	Quantity 2.00 x	Unit Price 837.30 x	Factor 1.1883 =	Total 2,082.37
		Demolition	Quantity 2.00 x	Unit Price 49.90 x	Factor 1.1883 =	Total 119.39
78	08 71 16 00 2244	EA	Surface Mounted High Security Door Closer, Metal Cover (LCM 4510)			\$801.47
		Installation	Quantity 2.00 x	Unit Price 322.12 x	Factor 1.1883 =	Total 770.70
		Demolition	Quantity 2.00 x	Unit Price 12.86 x	Factor 1.1883 =	Total 30.77
79	08 71 16 00 2274	EA	Entrance/Office P41 Pre-Assembled Lockset.Locked with key outside and push button inside.			\$1,550.79
		Installation	Quantity 2.00 x	Unit Price 637.08 x	Factor 1.1883 =	Total 1,524.28
		Demolition	Quantity 2.00 x	Unit Price 11.08 x	Factor 1.1883 =	Total 26.51
20	08 71 19 00 0151	LF	6/16" x 1/2", Silicone Single Fin, Adhesive Backed Perimeter Gasketing Weather-Strip (Permco 877)			\$122.74
		Installation	Quantity 38.00 x	Unit Price 2.70 x	Factor 1.1883 =	Total 122.74
Subtotal for Doors						\$4,886.13
Electric						
21	28 05 13 00 0006	MLF	#4 AWG Cable, XLP, 6 KV, Piced in Conduit, Shielded, Single Copper Conductor			\$5,038.28
		Installation	Quantity 2.00 x	Unit Price 2,104.84 x	Factor 1.1883 =	Total 5,038.28
22	28 05 29 00 0084	EA	1-1/2", One Hole Steel Conduit Strap			\$105.51
		Installation	Quantity 42.00 x	Unit Price 2.10 x	Factor 1.1883 =	Total 105.51
23	28 05 33 13 0880	LF	1-1/2" Electrical Metallic Tubing (EMT) Conduit			\$1,882.81
		Installation	Quantity 324.00 x	Unit Price 4.28 x	Factor 1.1883 =	Total 1,882.81

Contractor's Price Proposal - Detail

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Contractor's Price Proposal - Detail Continues..

Work Order Number: 078100 00
 Work Order Title: Town of Adair - Police Court Upgrade

Item	Description	Quantity	Unit Price	Factor	Total
26	EA 1-1/2" Electrical Metallic Tubing (EMT) 90 Degree Elbow				\$73.82
	Installation	Quantity	Unit Price	Factor	Total
		4.00	18.45	1.1883	73.82
26	EA 1-1/2" Electrical Metallic Tubing (EMT) Compression Coupling				\$816.80
	Installation	Quantity	Unit Price	Factor	Total
		26.00	31.41	1.1883	816.80
26	EA 1-1/2" Electrical Metallic Tubing (EMT) Non-Compression Coupler				\$124.81
	Installation	Quantity	Unit Price	Factor	Total
		8.00	15.60	1.1883	124.81
27	LF 1-1/2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings, Direct Burial				\$901.39
	Installation	Quantity	Unit Price	Factor	Total
		384.00	2.35	1.1883	901.39
28	EA 1-1/2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree Elbow, Direct Burial				\$222.03
	Installation	Quantity	Unit Price	Factor	Total
		10.00	22.20	1.1883	222.03
29	EA 1-1/2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 45 Degree Elbow, Direct Burial				\$130.08
	Installation	Quantity	Unit Price	Factor	Total
		6.00	21.68	1.1883	130.08
30	EA #4 AWG Compression Connection, Tape Wrapped Low Voltage, To 800 Volts				\$34.31
	Installation	Quantity	Unit Price	Factor	Total
		4.00	8.58	1.1883	34.31
31	EA Fused Disconnect Type, Size 4 Space Complete With Bus And Hardware				\$1,083.51
	Installation	Quantity	Unit Price	Factor	Total
		2.00	541.75	1.1883	1,083.51
32	EA 30 Amp Bus Duct Fusible Switch 240 Volt, 3 Phase Plug-In Fusible Switch, 3 Fuses				\$2,861.28
	Installation	Quantity	Unit Price	Factor	Total
		3.00	953.76	1.1883	2,861.28
33	EA 125 Amp, 250 Volt AC, 200 kAmp I.R., Blade Type, Class RK1, Time Delay Fuse				\$418.88
	Installation	Quantity	Unit Price	Factor	Total
		4.00	104.72	1.1883	418.88
34	EA 4" x 1 1/2" x 12", TMGB Pattern, Grounding Bus Bar				\$188.89
	Installation	Quantity	Unit Price	Factor	Total
		1.00	188.89	1.1883	188.89
35	CY Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.				\$3,774.21
	Installation	Quantity	Unit Price	Factor	Total
		70.00	53.91	1.1883	3,774.21
36	CY Backfilling or Flaming Subbase for Trenches with Imported or Stockpiled Materials by Hand				\$1,228.17
	Installation	Quantity	Unit Price	Factor	Total
		82.00	14.98	1.1883	1,228.17
37	CY Compaction of Fill or Subbase for Trenches by Vibratory Plates, Air Tamper, Blowers				\$247.28
	Installation	Quantity	Unit Price	Factor	Total
		78.00	3.17	1.1883	247.28

Contractor's Price Proposal - Detail Continues..

Work Order Number: 05R102 Q0
 Work Order Title: Town of Adirondack Police Court Upgrade

Job	Description	Quantity	Unit Price	Factor	Total
38	2" Diameter Flexible-Duct Boring For Horizontal Pipe, Underground	184.00	8.65	1.1983	1,705.07

Subtotal for Electric **\$20,160.27**

Job	Description	Quantity	Unit Price	Factor	Total
39	3" x 3" x 1/2" Galvanized Steel Pipe - 10' Length	1.00	180.00	1.1983	213.73
40	2" x 1/2" x 1/2" Galvanized Steel Pipe - 10' Length	3.00	29.00	1.1983	85.25
41	1/2" x 1/2" x 1/2" Galvanized Steel Pipe - 10' Length	340.00	3.07	1.1983	1,271.95
42	1/2" x 1/2" x 1/2" Galvanized Steel Pipe - 10' Length	3.00	3.85	1.1983	13.28

Subtotal for Fence **\$180,908.14**

Job	Description	Quantity	Unit Price	Factor	Total
43	Ready Concrete Floor	480.00	0.12	1.1983	68.01
44	6" x 6" And Larger Unmounted Floor Tiles Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.	820.00	7.31	1.1983	4,847.38
45	Less than 6" x 6" Mounted Wall Tiles Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	714.00	7.22	1.1983	8,167.02
46	4-1/4" To 4-1/2" High Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim	164.00	8.59	1.1983	1,885.30
47	Thin Set - Latex Portland Cement Mortar	620.00	0.82	1.1983	510.10

Contractor's Price Proposal - Detail Continued

Work Order Number: 080107.00
 Work Order Title: Town of Adirondack Police Court Upgrade

Floor							56,887.21
Item	Code	Description	Quantity	Unit Price	Factor	Total	
49	08 08 13 00 0022	SF 28' Clear Polished Nylon Carpet Tile					
		Installation	116.00	62.60	1.1863	8,308.98	
		Demolition	100.00	2.88	1.1863	316.22	
Subtotal for Floor							8,625.20
General							
49	01 22 18 00 0002	EA Reimbursable Fee/Reimbursable Fee will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road out, various permits, extended warranties, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.				85,169.00	
		Installation	8,169.00	1.00	1.0000	8,169.00	
		Permit					
50	01 22 20 00 0008	HR Carpenter/For tasks not included in the Construction Task Catalog® and as directed by owner only.				83,713.46	
		Installation	71.00	43.72	1.1863	3,713.46	
		Alternate #2 Judges Bench					
51	01 08 18 00 0008	SF Masonite For Temporary Floor Protection				81,168.38	
		Installation	1,200.00	0.77	1.1863	1,168.38	
52	01 08 18 00 0008	EA 36"x 36", 30 Layer Styro/Net				8148.37	
		Installation	4.00	30.38	1.1863	145.37	
53	01 74 18 00 0018	EA 30 CY Dumpster (4 Ton) *Construction Debris*includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.				82,100.88	
		Installation	4.00	438.89	1.1863	2,100.88	
54	02 41 18 18 0008	SF Demolish Plaster And Lath From 1 Side Of An Interior Partition/Wall				289.39	
		Installation	420.00	0.67	1.1863	289.39	
55	08 11 18 00 0142	LF 2" x 8" Pressure Treated Wood Blocking To Steel				8713.52	
		Installation	124.00	4.81	1.1863	713.52	
56	08 71 18 00 0387	LF 2" Wide, Continuous Steel Hinges				88.29	
		Installation	8.00	8.33	1.1863	88.29	
57	08 22 18 13 0004	SF 3-5/8" Width, 16" On Center, 28 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners				8800.13	
		Installation	278.00	1.37	1.1863	455.82	
		Demolition	120.00	0.31	1.1863	44.50	

Contractor's Price Proposal - Detail Continue..

Work Order Number: 05810230
 Work Order Title: Town of Addison - Police Court Upgrade

General									
QTY	UNIT	DESCRIPTION	QTY	UNIT PRICE	FACTOR	TOTAL			
59	08 28 00 00013	SF 3/8" Type X Fire Rated Gypsum Board				\$7,047.41			
		Installation	Quantity	Unit Price	Factor	Total			
			1,794.00	3.92	1.1953	1,480.78			
		Overlapper	Quantity	Unit Price	Factor	Total			
			20.00	0.38	1.1953	74.85			
60	09 19 00 00013	MOD Per Activator Applied Between Instead of Fasteners (Includes Bracing Unit)				\$53.51			
		Installation	Quantity	Unit Price	Factor	Total			
			884.00	0.06	1.1953	63.02			
60	08 28 00 00025	SF 5/8" Moisture Resistant Gypsum Board				\$777.12			
		Installation	Quantity	Unit Price	Factor	Total			
			480.00	1.20	1.1953	685.07			
		Demolition	Quantity	Unit Price	Factor	Total			
			320.00	0.25	1.1953	95.05			
61	08 28 00 00058	SF Up To 10' High, Walls, Taps, Spackle And Finish Gypsum Board				\$780.47			
		Installation	Quantity	Unit Price	Factor	Total			
			1,894.00	0.36	1.1953	780.47			
62	08 29 00 00098	MOD For ASTM C840 Level 5 High Quality Finish, Add				\$667.48			
		Installation	Quantity	Unit Price	Factor	Total			
			1,894.00	0.26	1.1953	667.48			
63	08 28 00 00073	LF Casing, Galvanized Steel J-Bead For Gypsum Board				\$287.45			
		Installation	Quantity	Unit Price	Factor	Total			
			148.00	1.88	1.1953	287.45			
64	08 91 23 00082	SF Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work				\$718.53			
		Installation	Quantity	Unit Price	Factor	Total			
			1,872.00	0.32	1.1953	718.53			
65	08 91 23 00082	MOD For Orange Peel Finish, Add				\$88.58			
		Installation	Quantity	Unit Price	Factor	Total			
			1,872.00	0.04	1.1953	88.58			
66	08 91 23 00084	SF Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work				\$1,388.47			
		Installation	Quantity	Unit Price	Factor	Total			
			1,872.00	0.62	1.1953	1,388.47			
67	08 91 23 00084	MOD For Orange Peel Finish, Add				\$178.18			
		Installation	Quantity	Unit Price	Factor	Total			
			1,872.00	0.08	1.1953	178.18			
68	08 91 23 00241	LF Paint Interior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work				\$150.85			
		Installation	Quantity	Unit Price	Factor	Total			
			130.00	0.87	1.1953	150.85			
69	08 91 23 00241	MOD For Oil Based Paint, Add				\$7.78			
		Installation	Quantity	Unit Price	Factor	Total			
			130.00	0.05	1.1953	7.78			
70	08 91 23 00246	EA Paint Interior Metal Door, One Face, 2 Coats Paint, Brush/Roller Work				\$368.58			
		Installation	Quantity	Unit Price	Factor	Total			
			8.00	41.78	1.1953	368.58			
71	08 63 23 83 0006	SF Stain Wood Trim, 1 Coat Stain, With Brush And Wipe Off				\$174.18			
		Installation	Quantity	Unit Price	Factor	Total			
			224.00	0.65	1.1953	174.18			

Contractor's Price Proposal - Detail Continues.

Work Order Number: 08810200
 Work Order Title: Town of Addison - Police Court Upgrade

General											
72	08	03	23	03	0000	0310	LOC	For #100 To 300, Add		\$88.27	
								Quantity	Unit Price	Factor	Total
								293.00	0.30	1.1983	88.27
73	08	03	33	03	0000		SP	Finish Wood Trim 1 Coat Base Coat And 1 Coat Veneer Or Polyurethane			\$144.70
								Quantity	Unit Price	Factor	Total
								280.00	0.52	1.1983	144.70
74	08	03	34	03	0000	0310	MOD	For #100 To 300, Add			\$02.00
								Quantity	Unit Price	Factor	Total
								224.00	0.10	1.1983	42.89
Subtotal for General										\$21,220.20	
Landscape											
75	02	41	10	13	0030		SP	10" Thick Reinforced Concrete Foundation Wall Demolition			\$3,736.65
								Quantity	Unit Price	Factor	Total
								388.00	8.63	1.1983	3,736.65
76	04	21	13	00	0000		SP	Standard Size Red Face Block - 8" Solid Wall (12.75SF With Running Bond)			\$861.68
								Quantity	Unit Price	Factor	Total
								36.00	20.47	1.1983	861.68
77	32	04	23	00	0004		EA	3" Pop-Up Height, Spray Sprinkler Head (Rainbird 1803P)			\$170.45
								Quantity	Unit Price	Factor	Total
								8.00	17.81	1.1983	170.45
78	32	04	23	00	0389		LF	3/4" Class 200 Polyvinyl Chloride (PVC) Schedules Pipe With Fittings			\$388.07
								Quantity	Unit Price	Factor	Total
								226.00	1.38	1.1983	388.07
79	32	02	10	13	0010		MSF	Turf Mix, Hydro Or Air Seedings LBM/MSF spread rate. Mixture of three			\$1,829.29
								Quantity	Unit Price	Factor	Total
								28.00	58.78	1.1983	1,829.29
80	32	03	13	00	0006		EA	2 Gallon Juniperus horizontalis 'Plumosa Compacta' - Andorra Creeping Juniper			\$3,553.30
								Quantity	Unit Price	Factor	Total
								384.00	8.18	1.1983	3,553.30
Subtotal for Landscape										\$10,636.53	
Millwork											
81	04	43	00	00	0042		SP	7/8" Thick Black Polished Granite Veneer Facing Panels			\$10,986.18
								Quantity	Unit Price	Factor	Total
								184.00	48.81	1.1983	10,986.18
82	12	30	01	10	0004		SP	1/2" Solid Polyester (Corian) Countertop, Group B Colors Quantity based on			\$8,993.61
								Quantity	Unit Price	Factor	Total
								188.00	29.82	1.1983	6,993.18
								188.00	4.43	1.1983	890.33
83	12	30	01	10	0004	0027	MOD	For Each LF Of Ogee Cr Full Round Edge, Add			\$861.34
								Quantity	Unit Price	Factor	Total
								80.00	12.00	1.1983	861.34

Contractor's Price Proposal - Detail Continue..

Work Order Number: 038102 00
 Work Order Title: Town of Addison - Police Court Upgrade

Millwork								
84	12	28	81	18	0004	0028	MCE For 2x2; End Range C; Vandy Cabinet, Add	\$75.78
						Installation	Quantity: 4.00, Unit Price: 18.95, Factor: 1.1883, Total: 91.75	
85	12	28	81	18	0004	0031	MCE For 2x2; 14-21/8" x 14-21/8" x 8-1/2" Depth Lavatory Sitr (Color: B18) Add	\$277.54
						Installation	Quantity: 2.00, Unit Price: 138.77, Factor: 1.1883, Total: 327.56	
Subtotal for Millwork								\$18,180.33

OH Door								
86	08	33	23	00	0200	EA	Cylinder Lock For Colling Doors	\$163.10
						Installation	Quantity: 1.00, Unit Price: 163.10, Factor: 1.1883, Total: 193.10	
87	08	33	23	00	0202	EA	Remote Transmitter Kit For Colling Door Operators	\$205.64
						Installation	Quantity: 1.00, Unit Price: 205.64, Factor: 1.1883, Total: 244.14	
88	08	33	28	00	0030	EA	18" x 10", Steel Overhead Colling Grilles, Manual Lift	\$7,448.30
						Installation	Quantity: 1.00, Unit Price: 7,448.30, Factor: 1.1883, Total: 8,848.30	
89	08	33	28	00	0051	EA	Add For Motor Operatorincludes motor, supports, push button operator, stationary electronic eye, signal wiring from eye to motor and motor to operator.	\$1,864.42
						Installation	Quantity: 1.00, Unit Price: 1,864.42, Factor: 1.1883, Total: 2,214.42	
90	08	33	28	00	0052	LF	For Safety Edge Bottom Bar, Electric, Add	\$50.78
						Installation	Quantity: 1.00, Unit Price: 50.78, Factor: 1.1883, Total: 60.28	
91	08	33	28	00	0053	LF	For Overhead Framed Rolling Grille Supports	\$231.51
						Installation	Quantity: 4.00, Unit Price: 57.88, Factor: 1.1883, Total: 271.51	
92	08	33	28	00	0480	EA	NEMA 4 Mushroom Remote Pushbutton Control For High-Speed Rolling Doors	\$149.58
						Installation	Quantity: 1.00, Unit Price: 149.58, Factor: 1.1883, Total: 177.58	
Subtotal for OH Door								\$10,086.91

Plumbing								
93	22	07	18	00	0002	EA	Neoprene Insulation Kit For Under Lavatories	\$800.85
						Installation	Quantity: 4.00, Unit Price: 199.47, Factor: 1.1883, Total: 780.31	
						Demolition	Quantity: 4.00, Unit Price: 10.89, Factor: 1.1883, Total: 42.54	
94	22	11	18	00	0381	LF	3/4" Hard Drawn Type L Copper Tube/Pipe	\$1,484.32
						Installation	Quantity: 224.00, Unit Price: 6.63, Factor: 1.1883, Total: 1,595.15	
						Demolition	Quantity: 180.00, Unit Price: 1.26, Factor: 1.1883, Total: 213.67	
95	22	11	18	00	0418	EA	3/4" 90 Degree Copper Elbow	\$804.18
						Installation	Quantity: 18.00, Unit Price: 44.68, Factor: 1.1883, Total: 524.33	
						Demolition	Quantity: 10.00, Unit Price: 13.26, Factor: 1.1883, Total: 156.85	

Contractor's Price Proposal - Detail Continued.

Work Order Number: 058107-03
 Work Order Title: Town of Addison - Police Court Upgrade

Plumbing						
Item	Code	Description	Quantity	Unit Price	Factor	Total
95	22 41 16 00 044E	EA 3/4" 45 Degree Copper Elbow	14.00	21.93	1.1893	307.30
		Installation	14.00			
		Demolition	0.00	13.25	1.1893	129.00
97	22 11 16 00 0904	EA 3/4" Straight Copper Tee	3.00	31.50	1.1893	358.69
		Installation	3.00			
		Demolition	3.00	20.04	1.1893	71.62
98	22 11 16 00 0491	EA 3/4" Copper Coupling	32.00	20.33	1.1893	778.26
		Installation	32.00			
		Demolition	24.00	13.28	1.1893	380.71
88	22 11 16 00 0729	EA 3/4", Cut And Prepare Edging In Place Copper Pipe	24.00	5.23	1.1893	160.10
		Installation	24.00			
100	22 11 19 00 0138	EA 3/4" IPS, Shallow Stainless Steel Escutcheon	12.00	12.89	1.1893	182.03
		Installation	12.00			
		Demolition	8.00	1.36	1.1893	9.79
101	22 42 13 00 0073	EA Flush Valve Type, Siphon Jet, Wall Mounted, Wall Outlet, Handcap Accessible, Elongated Vitreous China Water Closet (American Standard Alera® ADA Retrofit)	3.00	678.99	1.1893	2,070.72
		Installation	3.00			
		Demolition	5.00	67.06	1.1893	341.30
102	22 42 13 00 0088	EA Concealed Infrared Water Closet Flush Valve, Top Spud 1.29 GPF (Toto EcoPower TET2LN32 Or TET3LN32)	3.00	728.63	1.1893	2,007.44
		Installation	3.00			
		Demolition	8.00	18.20	1.1893	80.92
103	22 42 13 00 0085	EA Concealed Infrared Urinal Flush Valve, 0.6 GPF (Toto EcoPower TEU2LN21 Or TEU3LN21) 0.6 GPF.	1.00	901.00	1.1893	1,077.87
		Installation	1.00			
		Demolition	1.00	18.20	1.1893	18.19
104	22 42 13 00 0140	EA Vertical Adjustable On Stack, Hub And Spigot, Single Water Closet Carrier	1.00	843.88	1.1893	770.27
		Installation	1.00			
		Demolition	1.00	23.54	1.1893	28.16
105	22 42 13 00 0142	EA Vertical Adjustable On Stack, Hub And Spigot, Double Water Closet (Basic To Back) Carrier	1.00	1,098.56	1.1893	1,316.43
		Installation	1.00			
		Demolition	2.00	34.55	1.1893	82.88
106	22 42 13 00 0152	EA Wall Mounted Hanger Plate Type, Single Urinal Carrier	1.00	114.84	1.1893	137.14
		Installation	1.00			
		Demolition	1.00	18.98	1.1893	20.29
107	22 42 16 00 0111	EA 28-1/2" x 18-1/2" x 7-3/4" Single Bowl Soapstone Sink	4.00	835.40	1.1893	3,867.56
		Installation	4.00			
		Demolition	4.00	41.02	1.1893	188.28

Contractor's Price Proposal - Detail

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Contractor's Price Proposal - Detail Continues.

Work Order Number: 080107 00
 Work Order Title: Town of Adams - Police Court Upgrade

Plumbing											
388	22	42	28	00	C142	EA	Electric 4-Outlet Gasless Fueling (Access) Standard 6000 100 C02			\$2,012.22	
						Installation	Quantity	Unit Price	Factor	Total	
							4.00	503.05	1.000	2,012.22	
						Supply	Quantity	Unit Price	Factor	Total	
							4.00	27.10	1.000	108.42	
394	22	47	13	00	0012	EA	Stainless Steel Wall-Mounted Rectangular Indoor Drinking Fountain With Bubble Insulation, Front & 4 Side Panel Sign (Calway-Taylor 6731)			\$2,288.00	
						Installation	Quantity	Unit Price	Factor	Total	
							2.00	878.00	1.000	1,756.00	
						Supply	Quantity	Unit Price	Factor	Total	
							2.00	78.00	1.000	156.00	
395	22	47	28	00	0004	EA	Free Mount 4-Door High Meter Type Single Water Control On-Ar			\$734.27	
						Installation	Quantity	Unit Price	Factor	Total	
							2.00	367.00	1.000	734.27	
397	22	47	26	00	0004	0348	W02	For 6-1/2" Meter Control Act		\$295.00	
						Installation	Quantity	Unit Price	Factor	Total	
							2.00	147.50	1.000	295.00	
Subtotal for Plumbing										\$30,426.90	
Security											
372	19	07	0	0107		Job	Security - Access Devices - Access Police Station			\$52,420.00	
						RFQ	Installation	Quantity	Unit Price	Factor	Total
							1.00	52,420.00	1.000	52,420.00	
							RFQ by 1045				
373	13	08	0	0108		Job	Security - Tot Tag - Adams Police Station			\$17,000.00	
						RFQ	Installation	Quantity	Unit Price	Factor	Total
							1.00	17,000.00	1.000	17,000.00	
							RFQ by 2005				
Subtotal for Security										\$72,518.80	
Signs											
374	10	14	18	00	0007	EA	8' High x 36" Deep, Sign Frame, Cast Aluminum, Sign Letter/Character, Installed PER Plans			\$7,947.17	
						Installation	Quantity	Unit Price	Factor	Total	
							26.00	305.66	1.000	7,947.17	
375	10	14	18	00	0007	0116	M02	For Clear Anodized, 4x6		\$182.16	
						Installation	Quantity	Unit Price	Factor	Total	
							20.00	9.10	1.000	182.16	
376	10	14	23	00	0011	SI	4'-0" H. Adhesive Backed Vinyl, Surface Mount, Indoor/Outdoor Sign			\$232.18	
						Installation	Quantity	Unit Price	Factor	Total	
							2,428.00	0.09	1.000	232.18	
377	10	14	23	00	0020	SI	>1,000 SI, Semi-Rigid Polyvinyl Chloride (PVC), Surface Mount, Indoor/Outdoor Sign			\$174.13	
						Installation	Quantity	Unit Price	Factor	Total	
							2,428.00	0.07	1.000	174.13	
378	10	14	23	00	0041	SI	>1,000 SI, Enamel Coated Aluminum, Surface Mount, Indoor/Outdoor Sign			\$232.18	
						Installation	Quantity	Unit Price	Factor	Total	
							2,428.00	0.09	1.000	232.18	
Subtotal for Signs										\$2,281.82	
Total											

Contractor's Price Proposal - Detail

Contractor's Price Proposal - Detail Continues..

Work Order Number: 098102 10
 Work Order Title: Town of Adrian - Police Court Upgrade

Toilet Acc									
Item	QTY	Unit	Description	Unit Price	Factor	Total			
119	10 21 13 10 0236	EA	36" x 60" Floor Anchored, Solid Color Reinforced Composite One Compartment Ceramic Unit Complete ADA Compliant Toilet Paper			\$7,382.34			
			Installation	1.80	x	1,800.00			
			Demolition	5.50	x	5,582.34			
120	10 21 13 10 0238	EA	60" x 60" Floor Anchored, Solid Color Reinforced Composite One Compartment Ceramic Unit Complete ADA Compliant Toilet Paper			\$1,094.79			
			Installation	2.00	x	2,000.00			
			Demolition	1,128.30	x	1,128.30			
121	10 28 13 13 0039	EA	Two Roll Without Controlled Delivery, Surface Mounted, Cast Aluminum Toilet Tissue Dispenser (Bobrick B-27480)			\$292.59			
			Installation	3.00	x	84.91			
			Demolition	5.00	x	8.67			
122	10 28 13 13 0083	EA	800 ml, Lavatory Mounted, Chrome Plated Automatic Soap Dispenser (Bobrick B-825.18) Includes start-up kit.			\$878.92			
			Installation	4.00	x	131.91			
			Demolition	4.00	x	8.97			
123	10 28 13 13 0070	EA	Surface Mounted, Stainless Steel Sanitary Seat-Cover Dispenser (Bobrick Contura B-4221)			\$403.02			
			Installation	3.00	x	85.88			
			Demolition	5.00	x	8.97			
124	10 28 13 13 0079	EA	Surface Mounted, Stainless Steel Sanitary Napkin/Tampon Vending (Bobrick B-2706)			\$1,082.28			
			Installation	2.00	x	441.86			
			Demolition	3.00	x	8.97			
125	10 28 13 13 0138	EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-880b24)			\$162.84			
			Installation	2.00	x	88.10			
126	10 28 13 13 0140	EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-880b42)			\$167.12			
			Installation	2.00	x	88.85			
127	10 28 13 13 0288	EA	Single Stainless Steel Robe Hook (Bobrick B-233)			\$96.73			
			Installation	3.00	x	19.87			
			Demolition	5.00	x	4.43			
128	10 28 13 13 0312	EA	24" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 2436)			\$805.75			
			Installation	4.00	x	84.82			
			Demolition	4.00	x	11.07			
129	10 28 13 13 0385	EA	Remove And Reinstall Bathroom Accessory			\$33.14			
			Installation	2.00	x	13.86			
Subtotal for Toilet Acc						\$7,519.59			

Contractor's Price Proposal - Detail Continue..

Work Order Number: 098102 00
Work Order Title: Town of Addison - Police Court Upgrade

Proposal Total **1400,872.86**

This total represents the amount bid for the proposal. A discrepancy between this total and the total on the proposal total is due to rounding.

The Percentage of MPP on this Proposal: **72.55%**



Subcontractor Listing

Date: June 20, 2018

Re: IQC Master Contract #: 620-16 Area F - LMC
Work Order #: 089102.00
Owner PO #:
Title: Town of Addison - Police Court Upgrade
Contractor: LMC Corporation
Proposal Value: \$800,573.88

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		80.00	0.00

EXHIBIT "B"
Town of Addison Standard Terms and Conditions

Town of Addison

TERMS AND CONDITIONS

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

16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

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

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

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

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 178 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 178.006, Local Government Code. A person commits an offense if the person violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 178 of the Texas Local Government Code.

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

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

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

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

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

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

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

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

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

30. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Exhibit "C"
Town of Addison Insurance Requirements

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

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

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

TYPE OF INSURANCE

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

AI-2777

12.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve a **Resolution Accepting the Resignation of Marlin Willesen as a Member of the Community Partners Bureau.**

BACKGROUND:

Council Member Marlin Willesen was appointed to the Community Partners Bureau on August 8, 2017, prior to being elected to Council in May 2018, for a three year term to expire on December 31, 2019.

Council Member Willesen notified the Town of his resignation by email on June 29, 2018, effective immediately, due to the new Council Liaison assignments adopted by Council on June 26, 2018, where he will serve as a liaison to the Community Partners Bureau and Cavanaugh Flight Museum in his capacity as a Council Member.

The attached resolution formally accepts Council Member Willesen's resignation. Appointments to the Community Partners Bureau will be discussed at a future Council meeting.

RECOMMENDATION:

Administration recommends acceptance.

Attachments

Resolution - Acceptance of Resignation for Marlin Willesen as a Member of the Community Partners Bureau

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING THE RESIGNATION OF MARLIN WILLESEN AS A MEMBER OF THE COMMUNITY PARTNERS BUREAU, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Marlin Willesen was appointed to the Community Partners Bureau on August 8, 2017; and

WHEREAS, on May 5, 2018, he was elected to serve as a Council Member on the Addison City Council; and

WHEREAS, on June 26, 2018, Marlin Willesen was assigned to be a Council Liaison to the Community Partners Bureau; and

WHEREAS, as a result of his election to the Addison City Council, and his assignment as Council Liaison, Marlin Willesen has tendered his resignation as a member of the Community Partners Bureau.

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

Section 1. The recitals set forth above are true and correct and are incorporated herein for all purposes.

Section 2. The Addison City Council hereby accepts the resignation of Marlin Willesen from his service as a member of the Community Partners Bureau effective June 29, 2018.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of July, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

AI-2758

13.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Located at 5100 Belt Line Road Suite 504 in Village on the Parkway, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 012-001, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only. Case 1778-SUP/MidiCi Pizza Napoletana.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 19, 2018, voted to recommend approval of an ordinance changing the zoning on property located at 5100 Belt Line Road Suite 504, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only, with the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Dougan, Groce, Meleky, Resnik, Souers

Voting Nay: none

Absent: Wheeler

SPEAKERS AT THE PUBLIC HEARING: none.

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

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 1778-SUP

Staff Report - 1778-SUP

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR A RESTAURANT AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION FOR PROPERTY LOCATED AT 5100 BELT LINE ROAD, SUITE 504; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 5100 Belt Line Road, Suite 504, is zoned PD, Planned Development, through Ordinance Number O12-001; and

WHEREAS, at its regular meeting held on June 19, 2018, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption (Case No.1778-SUP); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

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

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

Section 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. That a Special Use Permit authorizing a restaurant and authorizing the sale of alcoholic beverages for on-premises consumption only, on the property located at 5100 Belt Line Road, Suite 504, is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, floor plan, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.

- (b) The Special Use Permit granted herein for a restaurant with the sale of alcoholic beverages for on-premises consumption only shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 3,182 square feet.
- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.
- (d) The sale of alcoholic beverages under this Special Use Permit shall be permitted in restaurants. Restaurants are hereby defined as establishments which receive at least sixty percent (60%) of their gross revenues from the sale of food.
- (e) Said establishment shall make available to the city or its agents, during reasonable hours its bookkeeping records for inspection, if required, by the city to insure that the conditions of subparagraph (d) above are being met.
- (f) Any use of property considered as a nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) If the property for which this Special Use Permit is granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permits granted herein.
- (h) If a license or permit to sell alcoholic beverages on property covered by this Special Use Permit is revoked, terminated or cancelled by proper authorities, the City Council may authorize hearings to be held for the purpose of considering a change of zoning repeal of the Special Use Permits granted herein.
- (i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.

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

Section 4. That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 10th day of July 2018.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

CASE NO: 1778-SUP/MidiCi Pizza Napoletana

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

Ordinance No. _____

1778-SUP

PUBLIC HEARING Case 1778-SUP/MidiCi Pizza Napoletana. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 5100 Belt Line Road Suite 504, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only.

LOCATION MAP





June 14, 2018

STAFF REPORT

RE: Case 1778-SUP/MidiCi Pizza Napoletana
LOCATION: 5100 Belt Line Road Suite 504
REQUEST: Approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on premises consumption only
APPLICANT: Michelle Fang, The Fang Group, LLC

DISCUSSION:

Background: This application is for a leased space within Village on the Parkway. The property has been under redevelopment since 2012, as seen through the addition of Whole Foods, AMC and many other new restaurant and retail uses.

MidiCi Pizza Napoletana, part of the Menchie's frozen yogurt franchise system, is a new pizza chain that combines upscale and high-quality food with fast service and affordable prices. The restaurant would offer personalized Neapolitan appetizers (antipasto), authentic Italian desserts, and brunch specials on weekends. MidiCi has over forty locations nationwide, one in Fort Worth and one in West Village, with 4 additional locations coming soon to Euless, Preston Hollow, Allen, and Mesquite.

Proposed Plan: The applicant is proposing to open a restaurant and sell alcoholic beverages for on premises consumption only near the southern edge of Village on the Parkway, directly across from the AMC movie theater. The restaurant would total 3,182 square feet, inclusive of the adjacent outdoor 718 square-foot patio. The floor plan shows a curved full-service bar area, in combination with a pizza toppings bar and a wood-burning oven, a living 21-foot olive tree, and seating for 86.

Parking: With the success of the redevelopment efforts to this point, parking has been a concern for several years at Village on the Parkway. The Planned Development ordinance approved for this center allows most uses to be parked at a ratio of 1 space per 250 square feet. The development plans show that 2,240 spaces are provided, which is approximately 600 spaces more than the required number.

Under the approved plan for the center, the parking can be provided anywhere on the site, and does not have to be immediately in front of the tenant's lease space. In response to concerns

about the availability of parking, staff and the property owner have developed a parking plan that has been in place for the last several months. This plan limits the amount and location of valet spaces. Since the implementation of this parking plan, staff has not received any complaints about the parking at this center.

RECOMMENDATION: APPROVAL WITH CONDITIONS

MidiCi is a fast growing fast-casual chain offering upscale ambiance and imported menu ingredients. The proposed restaurant would activate a currently vacant space and provide a new type of dining experience, with proposed operating hours not exceeding 11pm.

Staff recommends approval of the request, subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1778- SUP/MidiCi Pizza Napoletana

June 19, 2018

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 19, 2018, voted to recommend approval of an ordinance changing the zoning on property located at 5100 Belt Line Road Suite 504, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only, with the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Dougan, Groce, Meleky, Resnik, Souers

Voting Nay: none

Absent: Wheeler

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

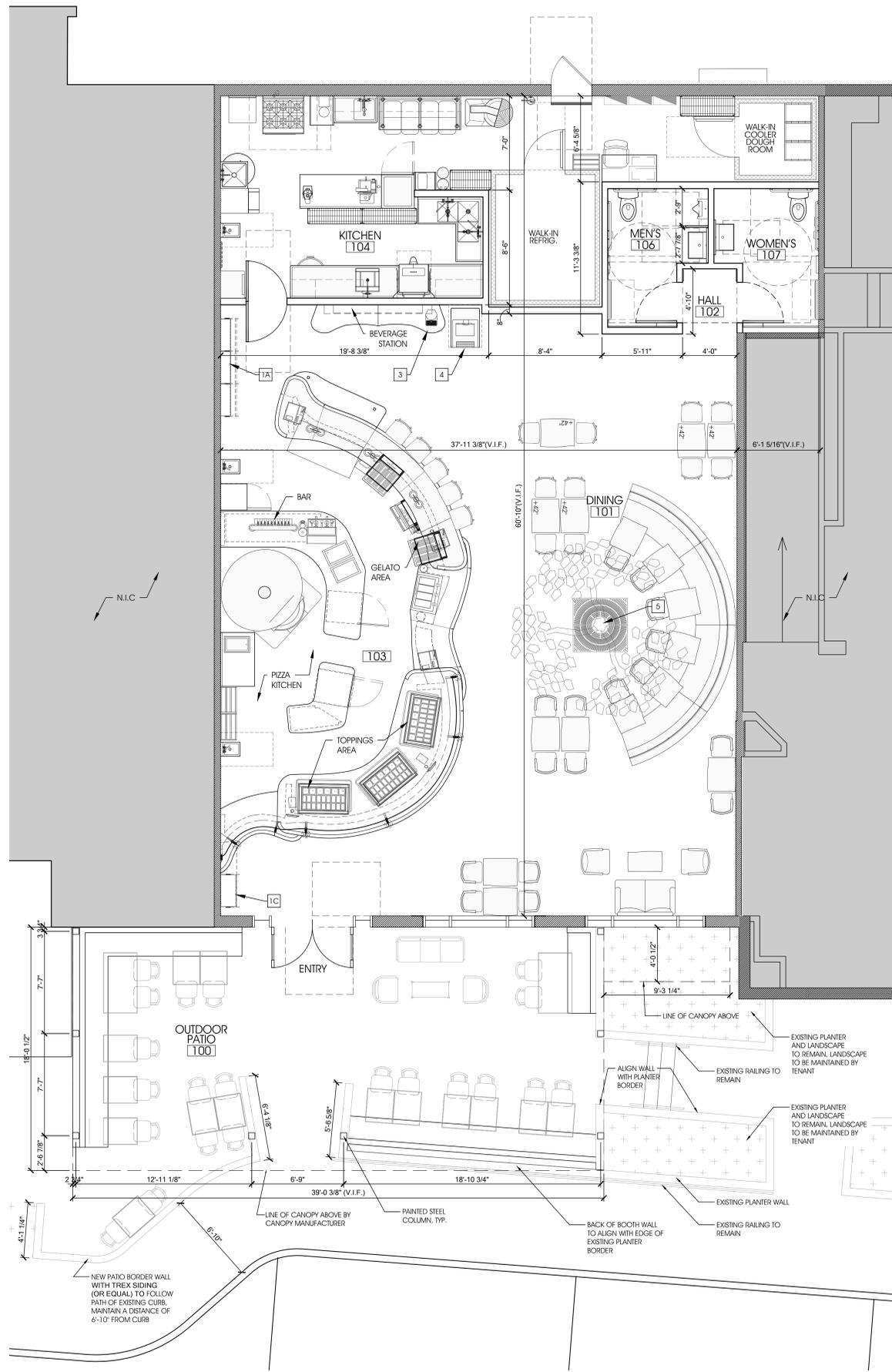
OWNER
 FANG GROUP
 4529 DAFFODIL TRAIL
 PLANO, TEXAS 75093
 CONTACT: BILL FANG
 EMAIL: BFANG5604@GMAIL.COM

INTERIORS
 WALLACE JOHNSON STUDIO
 6500 GREENVILLE AVE., STE. 504
 DALLAS, TEXAS 75206
 TEL 214.458.0986
 CONTACT: LIZ JOHNSON
 EMAIL: LJOHNSON@WALLACEJOHNSONSTUDIO.COM

PROPERTY OWNER
 VILLAGE ON THE PARKWAY
 5100 BELTLINE ROAD, STE. 430
 DALLAS, TEXAS 75254
 TEL 972.385.6054
 CONTACT: SUSAN STEELHAMMER, CSM
 EMAIL: SSTEELHAMMER@VESTAR.COM

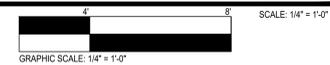
MIDICI RESTAURANT: 2,464 SF
 PATIO: 718 SF
 TOTAL SQUARE FOOTAGE: 3,182 SF

SEATING:
 INTERIOR DINING: 44 SEATS
 EXTERIOR PATIO: 42 SEATS
 TOTAL: 86 SEATS



01

NEW FLOOR PLAN



LEGEND - FLOOR PLAN

- | | | | |
|--|--|--|--|
| | EXISTING PARTITION TO REMAIN | | (N) WALL PARTITION |
| | (E) WALL PARTITION TO BE DEMOLISHED | | 1-HOUR RATED WALL |
| | ROOM NUMBER | | 2-HOUR RATED WALL |
| | WINDOW NUMBER-SEE WINDOW SCHEDULE SHEET A7.1 | | DOOR NUMBER-SEE DOOR SCHEDULE SHEET A7.1 |
| | WALL MTD. FIRE EXTINGUISHER | | DUPLEX OUTLET |
| | | | DUPLEX WITH GROUND FAULT INTERRUPTER (GFI) |
| | | | JUNCTION BOX |

NOTES - NEW WORK PLAN

- THE ARCHITECTURAL DRAWINGS SHOULD BE USED WITH AND IN CONJUNCTION WITH THE CIVIL, STRUCTURAL, MEP, FIRE PROTECTION DRAWINGS AND SPECIFICATIONS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION BETWEEN THE DRAWINGS. DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF WALLACE JOHNSON STUDIO.
- THE GENERAL CONTRACTOR IS ADVISED THAT THE AVAILABLE SPACE FOR ROUTING ALL ELECTRICAL, MECHANICAL, PLUMBING, FIRE PROTECTION AND COMMUNICATIONS PIPING CONDUIT, TRAYS AND DUCTWORK MAY BE MINIMAL IN MANY LOCATIONS. THE GENERAL CONTRACTOR SHALL COORDINATE ALL OF THE TRADES WORK.
- VERIFY FIELD CONDITIONS AND LOCATIONS OF ALL PLUMBING, DUCTS, STRUCTURAL ELEMENTS, ETC., AND ARRANGE & MODIFY NON-VISIBLE ITEMS TO ENSURE ADEQUATE CLEARANCES FOR PARTITION LAYOUT SHOWN.
- ALL PENETRATIONS OF FIRE RATED ASSEMBLIES SHALL BE FIRE BLOCKED AND SEALED PER UL APPROVED METHODS.
- THE GENERAL CONTRACTOR IS TO ENSURE THE CONTINUITY OF NEW OR EXISTING FIRE-RATED CONSTRUCTION.
- ALL MANUFACTURER'S NAME, TRADEMARK, LOGOS, ETC SHALL NOT BE VISIBLE TO THE PUBLIC, UNLESS REQUIRED BY THE BUILDING CODE.
- ALL WALL MOUNTED ITEMS SUCH AS MILLWORK, FURNITURE, SIGNAGE, OWNER PROVIDED EQUIPMENT, ETC SHALL BE REINFORCED WITH BRACING, BLOCKING, AND/OR STRUCTURE AS REQUIRED.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE SUPPORT REQUIRED TO MAINTAIN THE INTEGRITY OF THE WALL AND THE SECURITY OF THE ITEM MOUNTED.
- THE GENERAL CONTRACTOR SHALL COORDINATE THE PLACEMENT OF ALL BLOCKING PRIOR TO CLOSING OF WALLS. ALL BLOCKING SHALL BE FIRE RETARDANT TREATED. USE OF COMBUSTIBLE MATERIALS ABOVE THE CEILING IS NOT PERMITTED.
- THE GENERAL CONTRACTOR TO COORDINATE ALL MILLWORK WITH FURNITURE, EQUIPMENT, LIGHTING, AUDIOVISUAL, ELECTRICAL DEVICES, DATA DEVICES, AND DRYWALL SURROUNDINGS.
- THE GENERAL CONTRACTOR TO USE APPROVED FURNITURE INSTALLATION PLAN TO DETERMINE FINAL LOCATION OF ALL POWER, VOICE, DATA, AND OTHER DEVICES SERVING FURNITURE.
- THE GENERAL CONTRACTOR SHALL COORDINATE AND CONFIRM ALL FIRE EXTINGUISHER LOCATIONS WITH WALLACE JOHNSON STUDIO IN THE FIELD PRIOR TO FRAMING. COMPLY WITH ALL APPLICABLE CODES, INDUSTRY STANDARDS, ETC.
- THE GENERAL CONTRACTOR SHALL COORDINATE PROVIDING A THICKEN PARTITION AT FEC, AS REQUIRED.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE GENERAL CONTRACTOR SHALL MARK-OUT PARTITION LAYOUT FOR APPROVAL BY WALLACE JOHNSON STUDIO.
- DO NOT SCALE DRAWINGS: WRITTEN DIMENSIONS GOVERN. IN CASE OF CONFLICT, NOTIFY WALLACE JOHNSON STUDIO FOR WRITTEN CLARIFICATION PRIOR TO PROCEEDING.
- DIMENSIONS SHOWN AS "V.I.F." SHALL BE VERIFIED IN THE FIELD BY LAYING OUT THE PARTITIONS. THE GENERAL CONTRACTOR SHALL NOTIFY WALLACE JOHNSON STUDIO OF ANY DISCREPANCY IN DIMENSIONS PRIOR TO PROCEEDING WITH WORK IN THAT AREA.
- DIMENSIONS MARKED "HOLD" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES, INCLUDING CARPET, VCT, MILLWORK, ETC. THE GENERAL CONTRACTOR SHALL NOT ADJUST DIMENSION WITHOUT WRITTEN INSTRUCTIONS FROM WALLACE JOHNSON STUDIO.
- ALL WALLS TO BE CONSTRUCTED AT 90° ANGLES U.N.O.
- ALL DIMENSIONS ARE FROM FINISH FACE, U.N.O.
- ALL NEW PARTITIONS ADJOINING EXISTING CONSTRUCTION IN THE SAME PLANE SHALL BE FLUSH WITH NO VISIBLE JOINTS, U.N.O.
- ALL DOORS SHALL BE MOUNTED 4" FROM THE INTERIOR FACE OF WALL TO THE EDGE OF THE DOOR FRAME, U.N.O.
- ALL NEW WALLS TO HAVE RADIUS/ROUNDED CORNERS.
- PROVIDE ADDITIONAL BACKING AT ALL WALLS RECEIVING SHELVING OR WALL MOUNTED ITEMS, INCLUDING RETAIL MERCHANDISERS.
- NO CABINETS REQUIRED FOR FIRE EXTINGUISHERS - SHOULD BE INSTALLED DISCREETLY OUT OF GUEST VIEW.

KEY NOTES

- (N) RETAIL UNIT. SEE SHEET A8.4 AND FIXTURE SCHEDULE SHEET A7.2
 A. 9" DEEP FULL (FIX-19)
 B. 12" DEEP FULL (FIX-20)
 C. 12" DEEP MODIFIED (FIX-21)
- NOT USED
- (N) TABLEWARE STATION. SEE SHEET A8.4
- (N) DRINK DISPENSER
- (N) TREE IN POT, COORDINATE W/ MIDICI CORPORATE



BILL & MICHELLE FANG
 THE FANG GROUP LLC



4529 DAFFODIL TRAIL
 PLANO, TX 75093

ACTION	
APPROVED	DENIED
STAFF	Date Initials
COUNCIL	Date Initials
Neighborhood #	

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

**MIDICI AT THE VILLAGE
 ON THE PARKWAY**
 5100 BELT LINE DR., SUITE 504
 ADDISON, TEXAS 75254
 PLANNING SUBMITTAL

No.	Date	Item
05.21.2018		PLANNING SUBMITTAL
REVISIONS		



**NEW FLOOR PLAN
 SUP**

Project No.
 Date 05.21.2018
 Last Revision

FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

OWNER

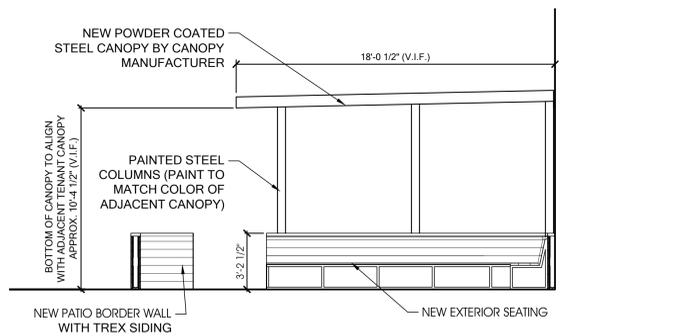
FANG GROUP
4529 DAFFODIL TRAIL
PLANO, TEXAS 75093
CONTACT: BILL FANG
EMAIL: BFANG5564@GMAIL.COM

INTERIORS

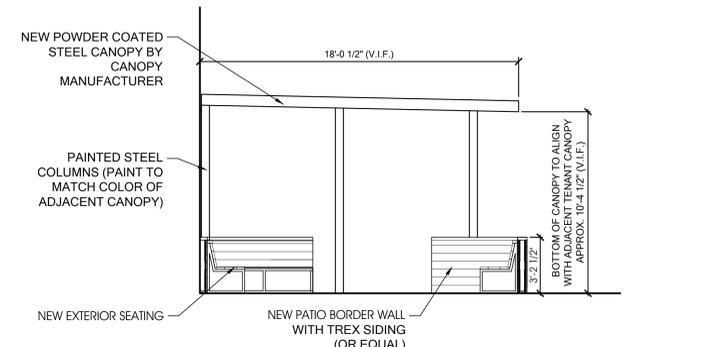
WALLACE JOHNSON STUDIO
6500 GREENVILLE AVE., STE. 650
DALLAS, TEXAS 75206
TEL 214.458.0966
CONTACT: LIZ JOHNSON
EMAIL: LJOHNSON@WALLACEJOHNSONSTUDIO.COM

PROPERTY OWNER

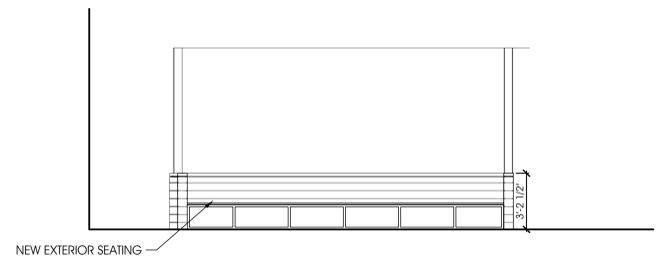
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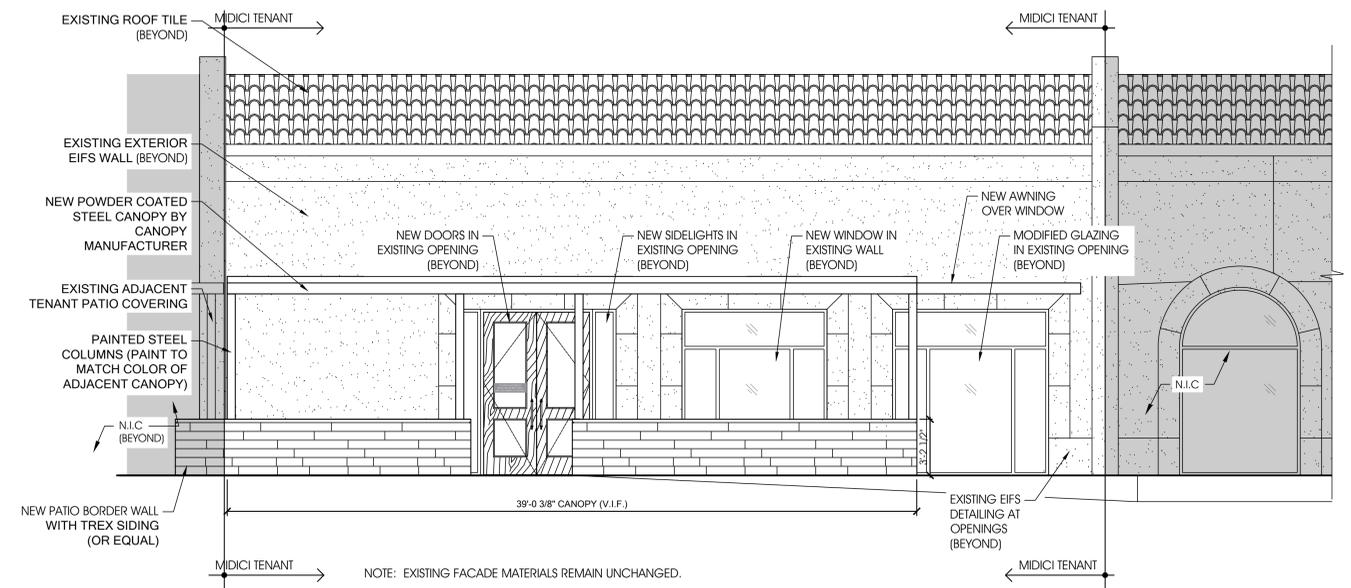
5 WEST PATIO EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"



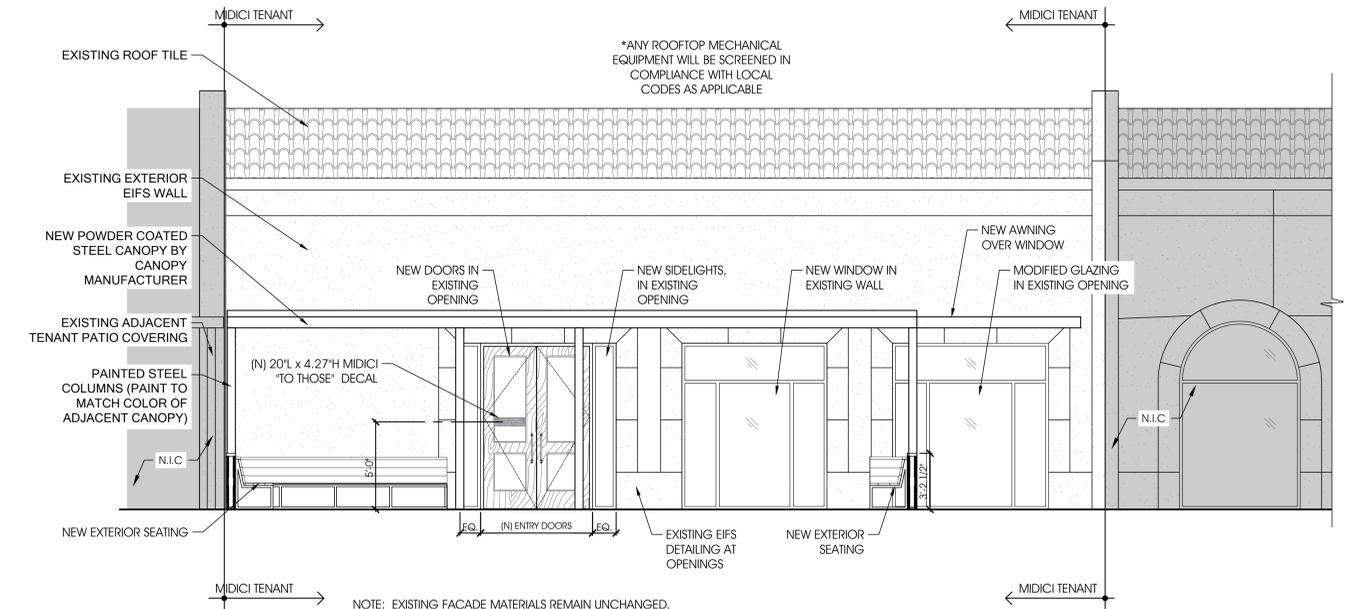
4 EAST PATIO EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"



3 NORTH PATIO EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"



2 SOUTH EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"



1 SOUTH EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"

MIDI CI AT THE VILLAGE
ON THE PARKWAY
5100 BELT LINE DR., SUITE 504
ADDISON, TEXAS 75254
PLANNING SUBMITTAL

No.	Date	Item
1	05.21.2018	PLANNING SUBMITTAL
REVISIONS		

CSATT
Drawn
LJ
Checked
LJ
Approved



EXTERIOR ELEVATIONS
SUP

Project No.
Date 05.21.2018
Last Revision

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Located at 5100 Belt Line Road Suite 401 in Village on the Parkway, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 012-001, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only, in Order to Allow an Expansion in Floor Area, and a Special Use Permit for an Arcade. Case 1779-SUP/BoomerJack's.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 19, 2018, voted to recommend approval of an ordinance changing the zoning on property located at 5100 Belt Line Road Suite 401, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only, in order to allow an expansion in floor area, and a Special Use Permit for an arcade, with the following conditions:

- The applicant shall provide a path of travel through the patio and utilize design elements to differentiate the path from the remainder of the patio. These design elements shall be subject to approval by the Zoning Administrator.
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Dougan, Groce, Meleky, Resnik, Souers

Voting Nay: none

Absent: Wheeler

SPEAKERS AT THE PUBLIC HEARING: none.

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

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 1779-SUP

Staff Report - 1779-SUP

Plans - 1779-SUP

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR A RESTAURANT AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION, AND A SPECIAL USE PERMIT FOR AN ARCADE FOR PROPERTY LOCATED AT 5100 BELT LINE ROAD, SUITE 401; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 5100 Belt Line Road, Suite 401, is zoned PD, Planned Development, through Ordinance Number O12-001; and

WHEREAS, at its regular meeting held on June 19, 2018, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption (Case No.1779-SUP); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

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

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

Section 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. That a Special Use Permit authorizing a restaurant and authorizing the sale of alcoholic beverages for on-premises consumption only, and a Special Use Permit authorizing an arcade on the property located at 5100 Belt Line Road, Suite 401, is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, floor plan, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.

Ordinance No. _____

- (b) The Special Use Permit granted herein for a restaurant with the sale of alcoholic beverages for on-premises consumption only shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 21,879 square feet.
- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.
- (d) The sale of alcoholic beverages under this Special Use Permit shall be permitted in restaurants. Restaurants are hereby defined as establishments which receive at least sixty percent (60%) of their gross revenues from the sale of food.
- (e) Said establishment shall make available to the city or its agents, during reasonable hours its bookkeeping records for inspection, if required, by the city to insure that the conditions of subparagraph (d) above are being met.
- (f) Any use of property considered as a nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) If the property for which this Special Use Permit is granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permits granted herein.
- (h) If a license or permit to sell alcoholic beverages on property covered by this Special Use Permit is revoked, terminated or cancelled by proper authorities, the City Council may authorize hearings to be held for the purpose of considering a change of zoning repeal of the Special Use Permits granted herein.
- (i) The establishment shall not use the term "bar", "tavern", or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.
- (j) The establishment shall provide a path of travel through the patio and utilize design elements to differentiate the path from the remainder of the patio. These design elements shall be subject to approval by the Zoning Administrator.

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

Section 4. That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 10th day of July 2018.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

CASE NO: 1779-SUP/BoomerJack's

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

Ordinance No. _____

EXHIBIT A

SOURCE FOOTAGE	
EXIST. ENTRY	125.52 FT.
EXIST. CORRIDOR	220.50 FT.
EXIST. COMMON	220.50 FT.
EXIST. BREAK ROOM	48.50 FT.
EXIST. OFFICE	48.50 FT.
EXIST. STORAGE	54.00 FT.
EXIST. MECHANICAL	87.00 FT.
EXIST. RESTROOM	20.00 FT.
EXIST. GAMES	207.50 FT.
TOTAL	810.02 FT.
MEZZANINE	
STAIRWELL	41.50 FT.
STAIRWELL	37.50 FT.
BREAK OUT	37.50 FT.
TOTAL	116.50 FT.
GRAND TOTAL	211.875 FT.

SEATING	
FIRST FLOOR	540 SEATS
BAR/DRINKING AREA	50 SEATS
TOTAL	590 SEATS

MEZZANINE	
TOTAL	96 SEATS

GRAND TOTAL	
TOTAL	686 SEATS

GAMES	
TYPE	QTY
BAR/DRINKING	2
POOL TABLE	2
POOL TABLE (QUADRANTAL NET)	4
FOOSBALL	4
SEVGA	2
CONNECT FOUR	1

OWNER:
 HANCOCK
 500 BIRCHLINE ROAD INVESTMENTS, LLC
 1000 LANSING BLVD, SUITE 200
 ANN ARBOR, MI 48106
 CONTACT: HANCOCK@HANCOCK.COM

ARCHITECT:
 HARRISON ARCHITECTURE
 1000 LANSING BLVD, SUITE 200
 ANN ARBOR, MI 48106
 CONTACT: HARRISON@HARRISONARCH.COM

PRELIMINARY FLOOR PLAN FOR:
BOOMERJACK'S
 1000 LANSING BLVD, SUITE 200
 ANN ARBOR, MI 48106
 SHEET NAME: FIRST FLOOR PLAN
 ORIGINAL SUBMITTAL DATE: 5.11.18
 REVISION 1: 6.06.18

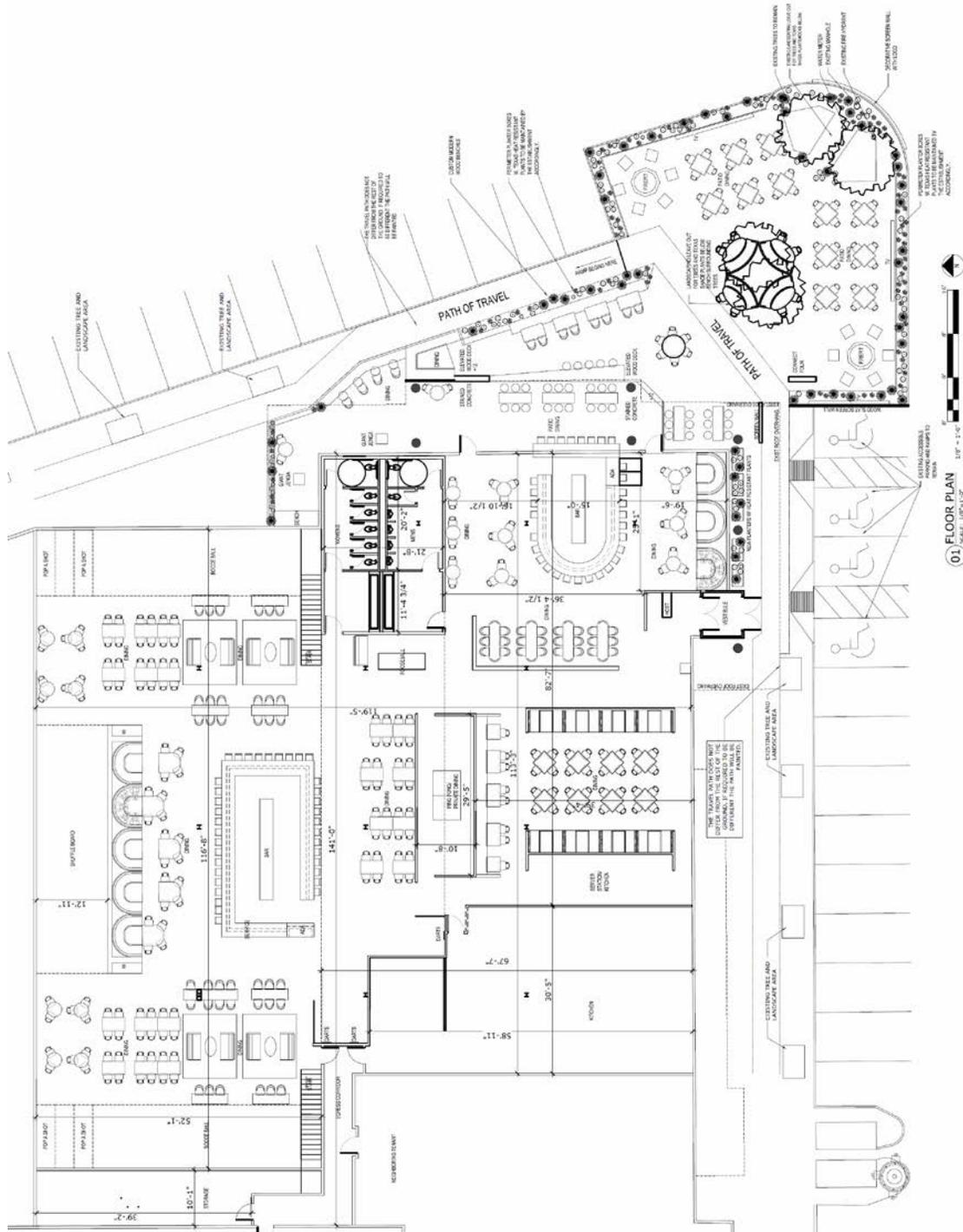
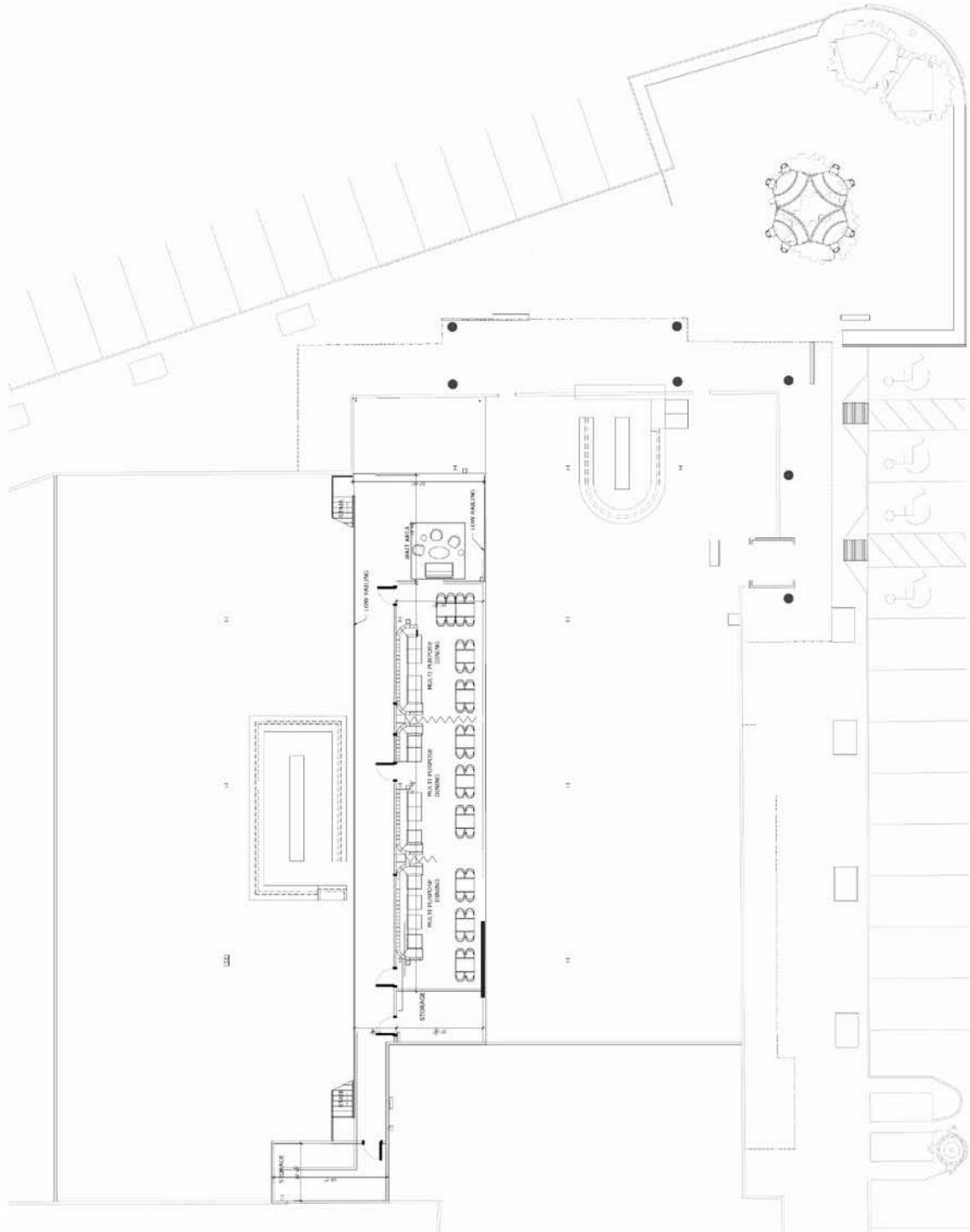


EXHIBIT A



ZONABLE FOOTAGE	
RESTROOM	135 SQ. FT.
DINING ROOM	468 SQ. FT.
BAR DINING AREA	208 SQ. FT.
MULTI-PURPOSE DINING	208 SQ. FT.
MULTI-PURPOSE DINING (AREA)	247 SQ. FT.
MULTI-PURPOSE DINING (AREA)	320 SQ. FT.
STORAGE	247 SQ. FT.
BAR	282 SQ. FT.
TOTAL	1,835 SQ. FT.
MEZZANINE	
DINING ROOM	481 SQ. FT.
BAR DINING AREA	111 SQ. FT.
RESTROOM	208 SQ. FT.
TOTAL	777 SQ. FT.
GRAND TOTAL	2,612 SQ. FT.

SEATING	
FIRST FLOOR	346 SEATS
BAR DINING AREA	45 SEATS
PATIO	22 SEATS
TOTAL	366 SEATS
MEZZANINE	
DINING	56 SEATS
GRAND TOTAL	422 SEATS

OWNER:
 KASEY MOORE
 500 BELT LINE ROAD INVESTORS, LLC
 1111 BELT LINE, SUITE 200
 DALLAS, TX 75261
 KASEY.MOORE@BUBS.COM

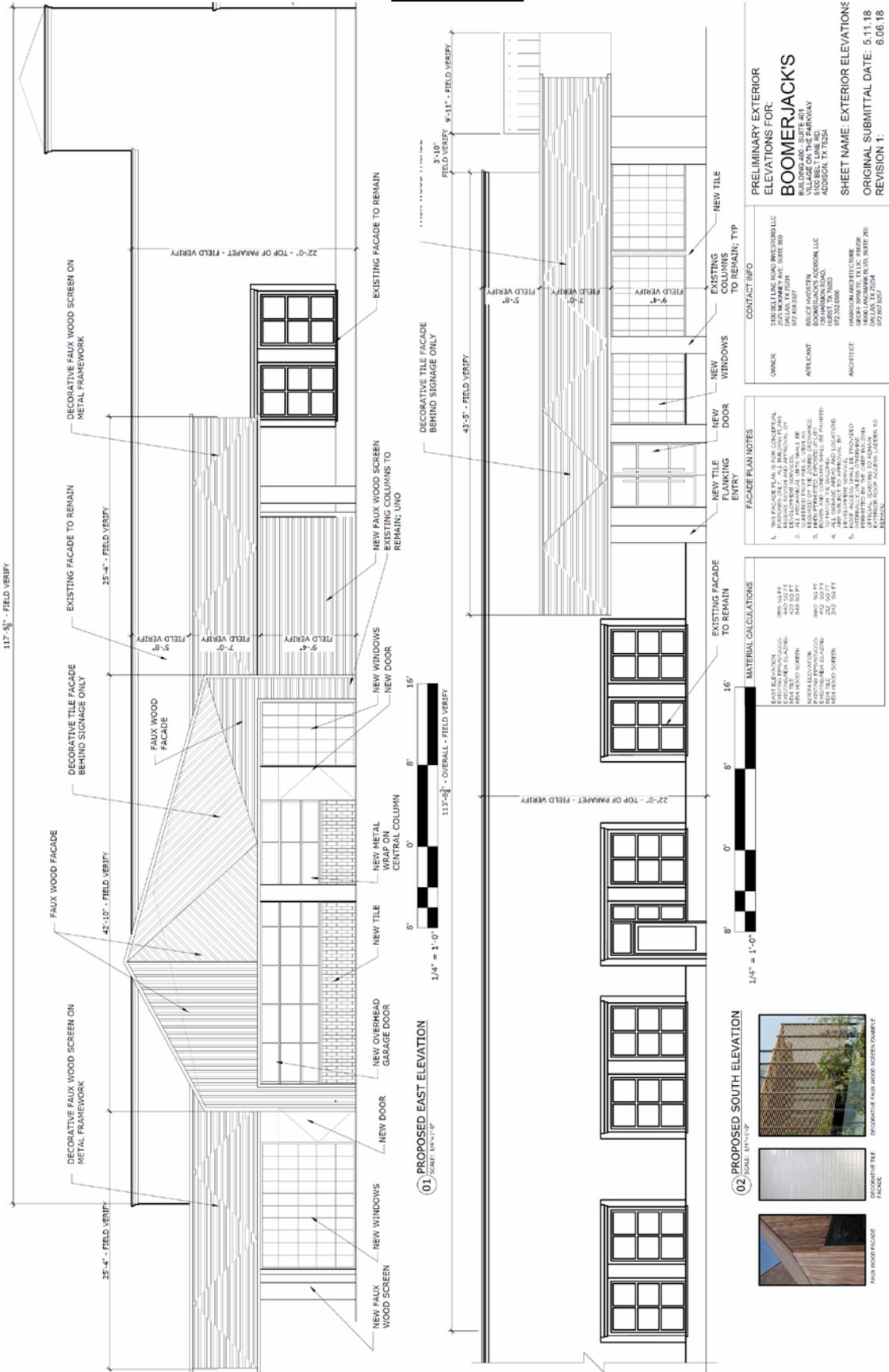
APPLICANT:
 BOULET INVESTMENT
 BOOMERJACKS RESTAURANT, LLC
 1111 BELT LINE, SUITE 200
 DALLAS, TX 75261
 BOULETINVESTMENT.COM

ARCHITECT:
 HANSEN ARCHITECTURE
 6825 FARM LANE, SUITE 400
 DALLAS, TX 75224
 972.977.2027

PRELIMINARY FLOOR PLAN FOR:
BOOMERJACK'S
 BUILDING 400 - SUITE 401
 VILLAGE ON THE PARKWAY
 ADDRESS, TX 75254

SHEET NAME: MEZZANINE PLAN
ORIGINAL SUBMITTAL DATE: 5.11.18
REVISION 1: 6.06.18

EXHIBIT A



PRELIMINARY EXTERIOR ELEVATIONS FOR:
BOOMERJACK'S
 1100 BELT LINE RD.
 VILLAGE ON THE PARKWAY
 ADDISON, TX 75201

OWNER: 580 BELLE MEAD WOODS DR. LLC
 2205 MCKINNEY AVE. SUITE 800
 ADDISON, TX 75201
 972.430.3307

APPLICANT: BOOMERJACK'S ADDITION, LLC
 1100 BELT LINE RD.
 VILLAGE ON THE PARKWAY
 ADDISON, TX 75201
 972.328.0998

ARCHITECT: BOOMERJACK'S ARCHITECTURE
 1100 BELT LINE RD. #100
 VILLAGE ON THE PARKWAY
 ADDISON, TX 75201
 972.857.9297

SHEET NAME: EXTERIOR ELEVATIONS
 ORIGINAL SUBMITTAL DATE: 5.11.18
 REVISION 1: 6.06.18

- FACE PLAN NOTES
1. THIS FACADE IS AS BUILT CONCEPTUAL PHOTOGRAPHY. ALL DIMENSIONS ARE APPROXIMATE. FIELD VERIFY ALL DIMENSIONS.
 2. DEVELOPMENT APPROVED BY THE CITY OF ADDISON, TEXAS. FIELD VERIFY ALL DIMENSIONS.
 3. MATERIALS TO BE USED IN THIS FACADE: FAUX WOOD, NEW TILE, NEW METAL WRAP ON CENTRAL COLUMN, NEW OVERHEAD GARAGE DOOR, NEW FAUX WOOD SCREEN, NEW WINDOWS, NEW DOOR, NEW TILE FLANKING ENTRY, NEW WINDOW DOOR, NEW WINDOWS.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. MATERIALS TO BE USED IN THIS FACADE: FAUX WOOD, NEW TILE, NEW METAL WRAP ON CENTRAL COLUMN, NEW OVERHEAD GARAGE DOOR, NEW FAUX WOOD SCREEN, NEW WINDOWS, NEW DOOR, NEW TILE FLANKING ENTRY, NEW WINDOW DOOR, NEW WINDOWS.

MATERIAL CALCULATIONS

FAUX WOOD FACADE	990 SQ FT
NEW TILE	420 SQ FT
NEW METAL WRAP ON CENTRAL COLUMN	420 SQ FT
NEW OVERHEAD GARAGE DOOR	960 SQ FT
NEW FAUX WOOD SCREEN	240 SQ FT
NEW WINDOWS	240 SQ FT
NEW DOOR	240 SQ FT
NEW TILE FLANKING ENTRY	240 SQ FT
NEW WINDOW DOOR	240 SQ FT
NEW WINDOWS	240 SQ FT
EXISTING COULUMNS TO REMAIN, TYP	240 SQ FT



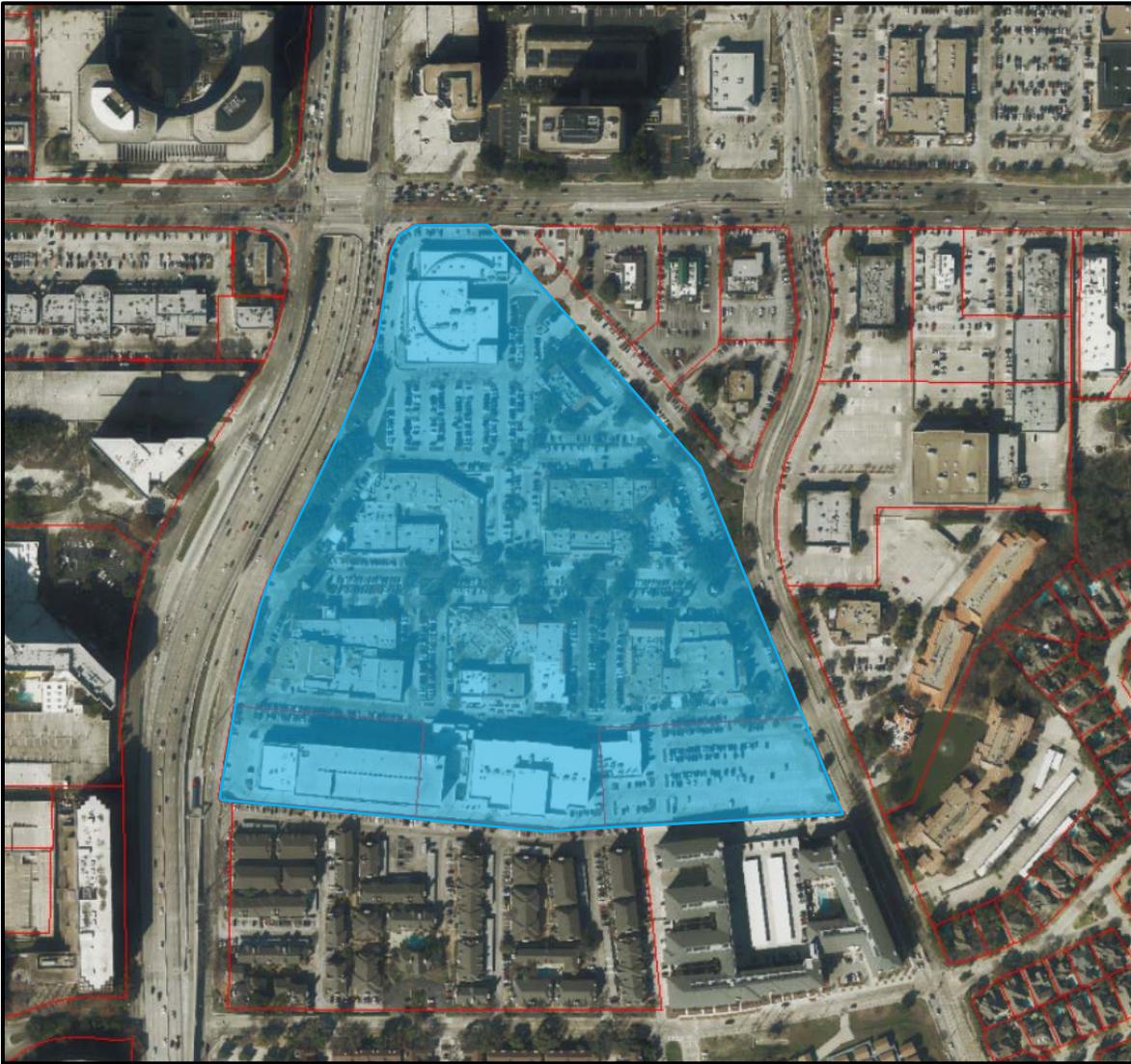
01 PROPOSED SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"

02 PROPOSED EAST ELEVATION
 SCALE: 1/4" = 1'-0"

1779-SUP

PUBLIC HEARING Case 1779-SUP/BoomerJack's. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 5100 Belt Line Road Suite 401, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only, in order to allow an expansion in floor area, and a Special Use Permit for an arcade.

LOCATION MAP





June 14, 2018

STAFF REPORT

RE: Case 1779-SUP/BoomerJack's
LOCATION: 5100 Belt Line Road Suite 401
REQUEST: Approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on premises consumption only, and a Special Use Permit for an arcade
APPLICANT: Bruce Hvidsten
DISCUSSION:

Background: This application is for a leased space within Village on the Parkway. The property has been under redevelopment since 2012, as seen through the addition of Whole Foods, AMC and many other new restaurant and retail uses.

BoomerJack's Grill and Bar is a traditional American fare and sports concept that is known for its patio atmosphere and variety of burgers. BoomerJack's currently has multiple locations around the DFW Metroplex. The establishment received an approval for a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only through ordinance O18-002 in January 2018. Since this approval, the applicant has decided to revise the restaurant concept and requested a floor area increase to accommodate additional seating, a second bar, and a variety of recreational games.

This new concept is a reflection of the recent emerging trend called "eatertainment," which combines food with fun activities and interactive games to create an entertaining dining and leisure experience. As witnessed through similar venues opening across North Texas, this combination of food and entertainment concept appears to be a sought-after untapped market.

Proposed Plan: The applicant is proposing to open a restaurant and sell alcoholic beverages for on premises consumption only at the southeast corner of Village on the Parkway, in the former Visit Addison space. The restaurant concept increases the total area from 10,105 square feet to 21,879 square feet, inclusive of a 4,642 square-foot outdoor patio. The proposed patio would encompass the entire private walkway adjacent to the building, therefore, Boomerjack's original Special Use Permit provided a condition for a path of travel through the outdoor patio. This still an important factor for this location, and pavement treatments and other design measures should

be incorporated into the patio plan to indicate a walking path through the patio for visitors wanting to travel through the patio to get to other businesses within the center.

The revised floor plan shows a good-sized kitchen, two full service bar areas, a mezzanine level with dining, and seating for 612. Additionally, the revised floor plan shows one life size shuffle board court, two bocce ball courts, four pop-a-shot games, a ping pong table, a foosball table, three dart board stations, and two giant jengas. The Town's Zoning Ordinance defines such recreational games as "gaming machines" and requires that any establishment with more than four gaming machines obtain a Special Use Permit for an arcade.

Although this is an "eatertainment" type of concept, the applicant is aware of and has committed to complying with the Town's requirement that at least 60 percent of gross revenue comes from the sale of food.

Parking: With the success of the redevelopment efforts to this point, parking has been a concern for several years at Village on the Parkway. The Planned Development ordinance approved for this center allows most uses to be parked at a ratio of 1 space per 250 square feet. The development plans show that 2,240 spaces are provided, which is approximately 600 spaces more than the required number.

Under the approved plan for the center, the parking can be provided anywhere on the site, and does not have to be immediately in front of the tenant's lease space. In response to concerns about the availability of parking, staff and the property owner have developed a parking plan that has been in place for the last several months. This plan limits the amount and location of valet spaces. Since the implementation of this parking plan, staff has not received any complaints about the parking at this center.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

BoomerJack's is a successful traditional American fare and sports concept, which has done very well throughout the DFW Metroplex. The new restaurant and expansive patio area would activate one of the prominent corners in Village on the Parkway, which is currently vacant, and the revised concept provides an alternative restaurant experience intended to ensure success at this location.

Staff recommends approval of the request, subject to the following conditions:

- The applicant shall provide a path of travel through the patio and utilize design elements to differentiate the path from the remainder of the patio. These design elements shall be subject to approval by the Zoning Administrator.
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1779- SUP/Boomerjack's

June 19, 2018

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 19, 2018, voted to recommend approval of an ordinance changing the zoning on property located at 5100 Belt Line Road Suite 401, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption only, in order to allow an expansion in floor area, and a Special Use Permit for an arcade, with the following conditions:

- The applicant shall provide a path of travel through the patio and utilize design elements to differentiate the path from the remainder of the patio. These design elements shall be subject to approval by the Zoning Administrator.
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Dougan, Groce, Meleky, Resnik, Souers

Voting Nay: none

Absent: Wheeler

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

SITE PLAN NOTES

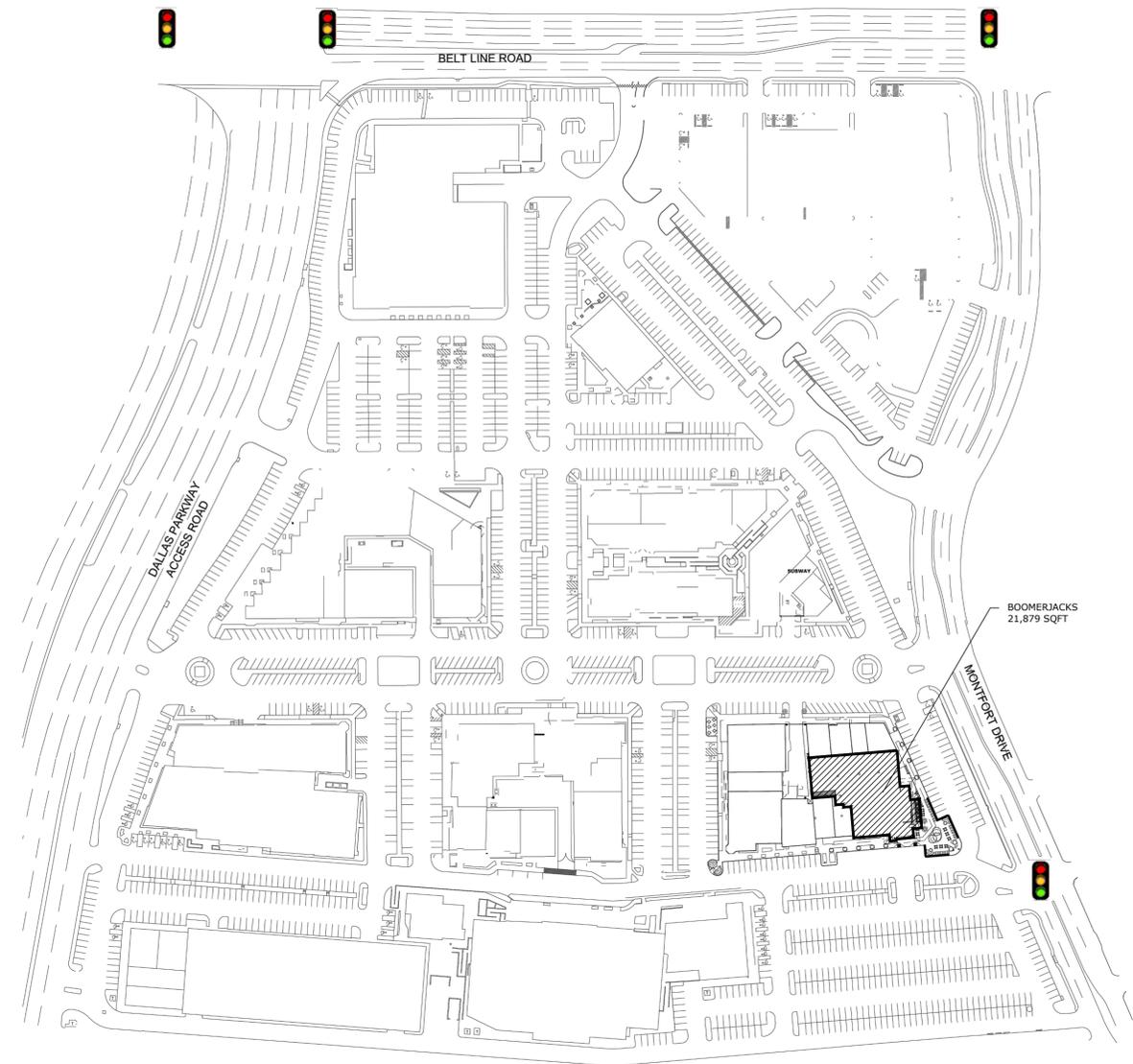
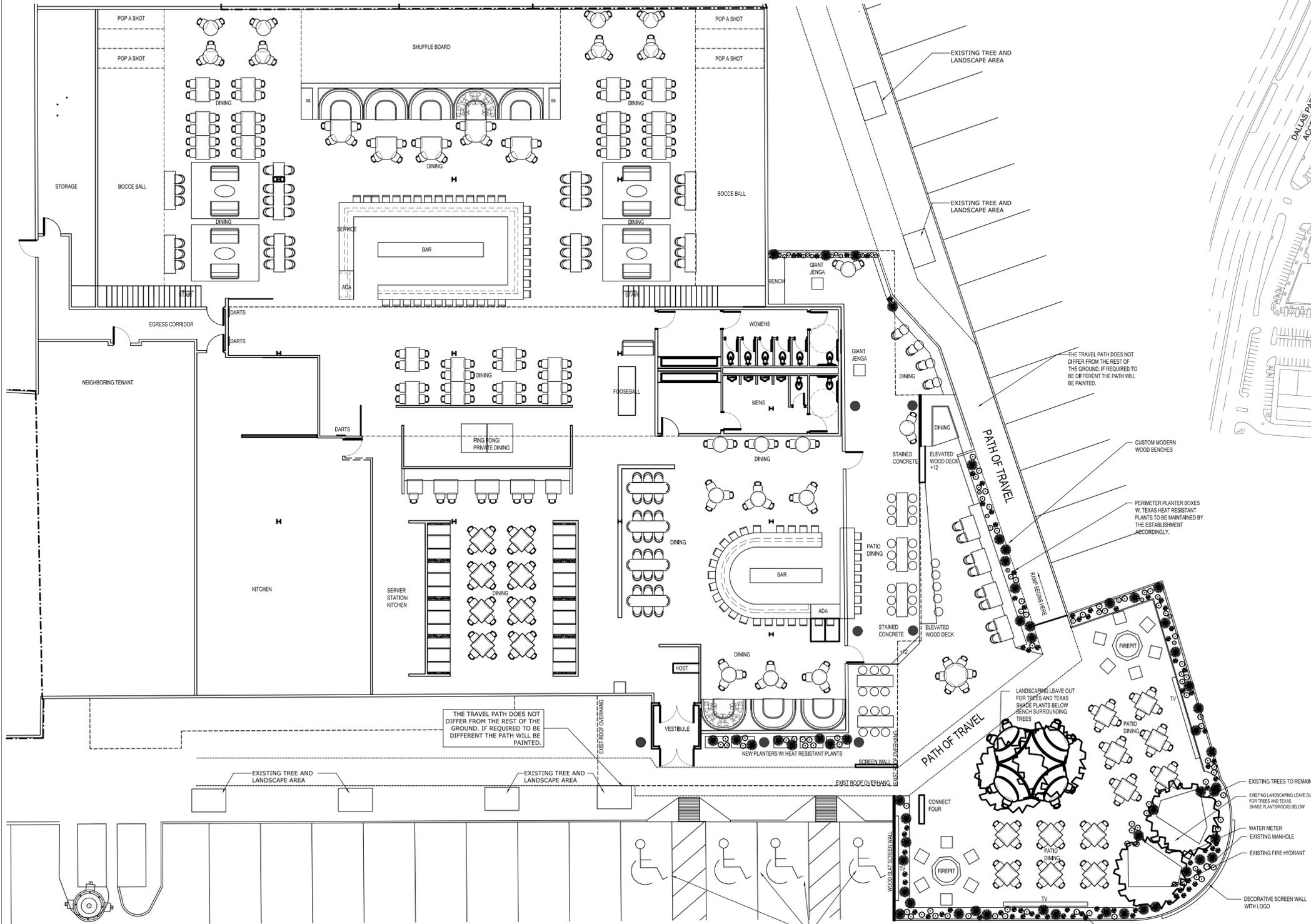
1. ANY REVISIONS TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE SUM OF 5000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

GENERAL NOTES

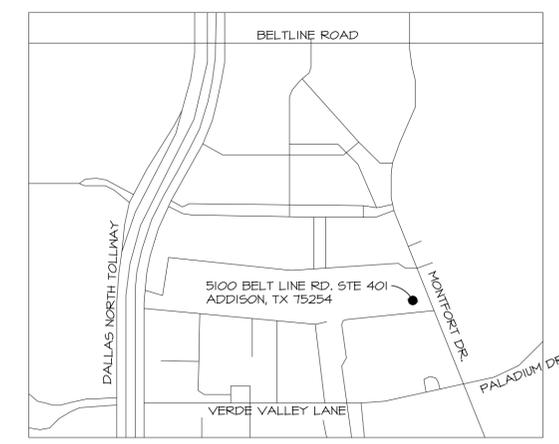
1. DUMPSTER ENCLOSURE IS EXISTING AND WILL BE UNCHANGED BY NEW WORK.
 2. PLANTERS TO BE MAINTAINED BY THE ESTABLISHMENT ACCORDINGLY.
- THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS AND DRAINAGE CRITERIA MANUAL.

TOTAL PARKING

1,998 SURFACE PARKING STALLS
 REQUIRE TENANT PARKING
 BOOMERJACKS RESTAURANT: 17,237 SF
 PATIO: 4,642 SF
 21,879 SF/250 SF = 88 REQUIRED STALLS



02 DEVELOPMENT SITE PLAN
 SCALE: N.T.S.



03 LOCATION PLAN
 SCALE: N.T.S.

01 SITE PLAN
 SCALE: 1"=10'-0"

OWNER:
 KASEY MOORE
 2515 MCKINNEY AVE. SUITE 800
 DALLAS, TEXAS 75201
 972.458.3327

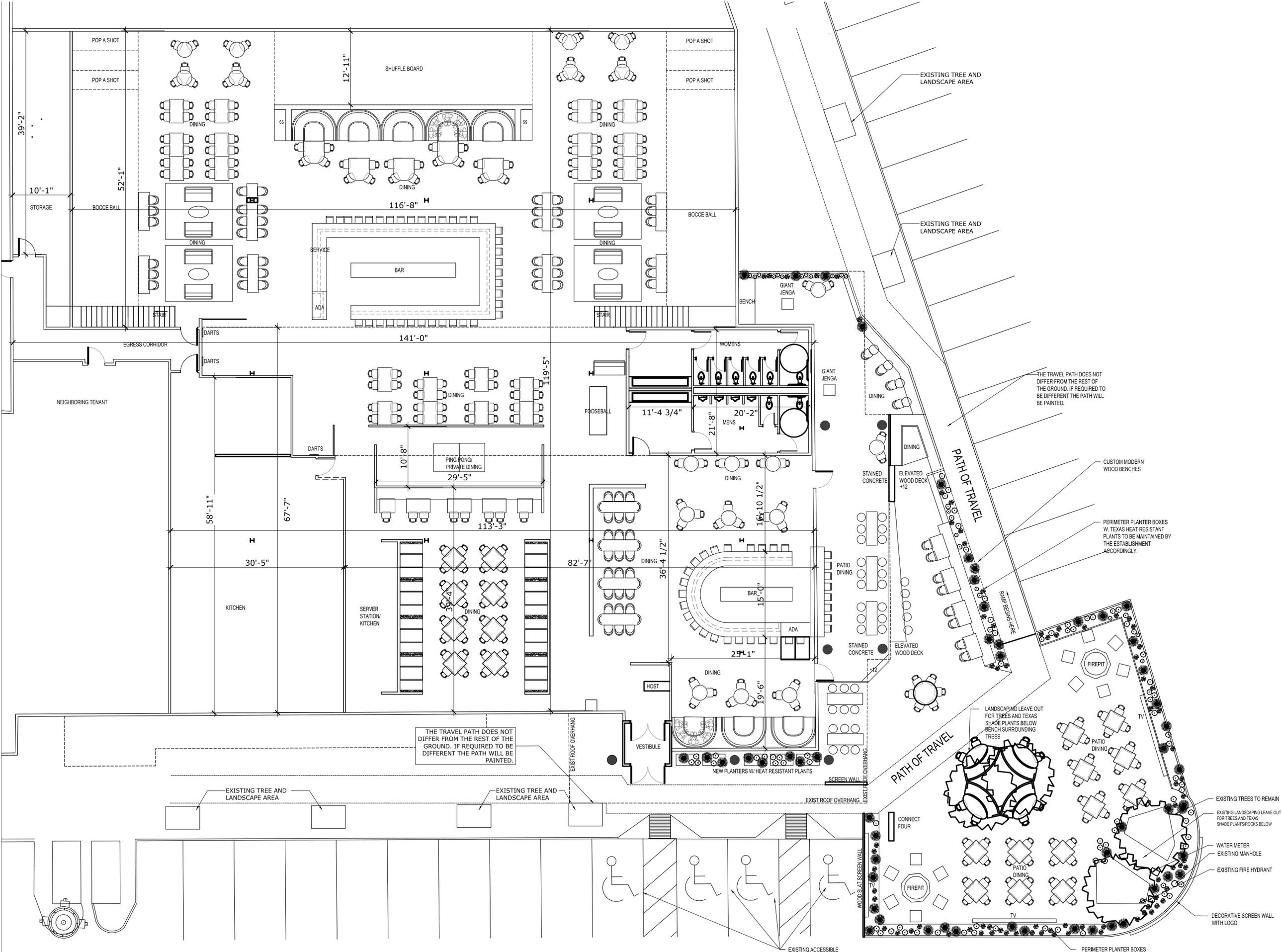
APPLICANT:
 BRUCE HVIDSTEN
 C/O BOOMER JACK'S
 136 HARMON ROAD
 HURST, TEXAS 76053
 972.352.0666

ARCHITECT:
 HARRISON ARCHITECTURE
 GEOFF SPAETE, TX LIC. #16706
 14990 LANDMARK BLVD, SUITE 265
 DALLAS, TEXAS 75254
 972.807.9257

PRELIMINARY SITE PLAN FOR:
BOOMERJACK'S
 BUILDING 400 - SUITE 401
 VILLAGE ON THE PARKWAY
 5100 BELT LINE RD.
 ADDISON, TX 75254

SHEET NAME: SITE PLAN

ORIGINAL SUBMITTAL DATE: 5.11.18
REVISION 1: 6.06.18



SQUARE FOOTAGE

FIRST FLOOR	
- ENTRY	135 SQ. FT.
- DINING ROOM	4983 SQ. FT.
- CORRIDOR	255 SQ. FT.
- RESTROOMS	755 SQ. FT.
- BAR DINING AREA	4460 SQ. FT.
- PATIO (BAR, DINING, AREA)	547 SQ. FT.
- PATIO (DINING AREA)	3212 SQ. FT.
- KITCHEN	1971 SQ. FT.
- STORAGE	247 SQ. FT.
- GAMES	2537 SQ. FT.
- TOTAL	19,102 SQ. FT.
MEZZANINE	
- STORAGE	461 SQ. FT.
- DINING ROOM	1111 SQ. FT.
- BREAK OUT	1205 SQ. FT.
- TOTAL	2777 SQ. FT.
GRAND TOTAL	21, 879 SQ. FT.

SEATING

FIRST FLOOR	
- DINING	340 SEATS
- BAR DINING AREA	59 SEATS
- PATIO	157 SEATS
- TOTAL	556 SEATS
MEZZANINE	
- DINING	56 SEATS
GRAND TOTAL	612 SEATS

GAMES

TYPE	QTY
SHUFFLE BOARD	1
BOCCE BALL	2
PING PONG	1
POP A SHOT (BASKETBALL NET)	4
FOOSBALL	1
DARTS	3
JENGA	2
CONNECT FOUR	1

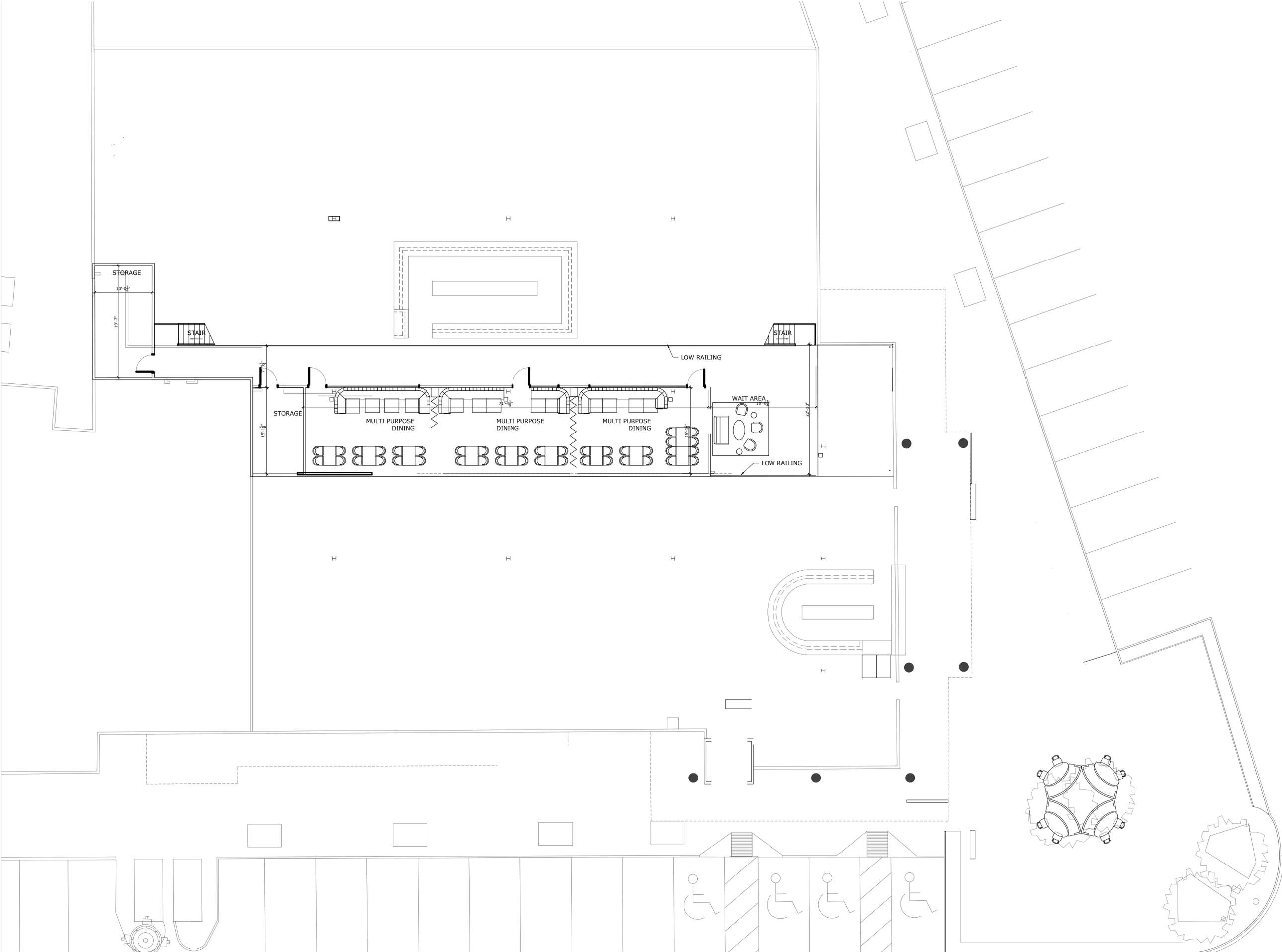
OWNER: KASEY MOORE
5100 BELT LINE ROAD INVESTORS, LLC
2515 MCKINNEY AVE, SUITE 800
DALLAS, TX 75201
972.458.3327
KASEY.MOORE@UBS.COM

APPLICANT: BRUCE HVIDSTEN
BOOMERJACKS ADDITION, LLC
136 HARMON ROAD
HURST, TX 76053
972.352.0666
BRUCE@BOOMERJACKS.COM

ARCHITECT: HARRISON ARCHITECTURE
GEOFF SPAETE, TX LIC. #16706
14990 LANDMARK BLVD, SUITE 265
DALLAS, TX 75254
972.807.9257

PRELIMINARY FLOOR PLAN FOR:
BOOMERJACK'S
BUILDING 400 - SUITE 401
VILLAGE ON THE PARKWAY
5100 BELT LINE RD.
ADDISON, TX 75254

SHEET NAME: FIRST FLOOR PLAN
ORIGINAL SUBMITTAL DATE: 5.11.18
REVISION 1: 6.06.18



SQUARE FOOTAGE	
FIRST FLOOR	
- ENTRY	135 SQ. FT.
- DINING ROOM	4983 SQ. FT.
- CORRIDOR	255 SQ. FT.
- RESTROOMS	755 SQ. FT.
- BAR DINING AREA	4460 SQ. FT.
- PATIO (BAR, DINING, AREA)	547 SQ. FT.
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- KITCHEN	1971 SQ. FT.
- STORAGE	247 SQ. FT.
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- TOTAL	19,102 SQ. FT.
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- BREAK OUT	1205 SQ. FT.
- TOTAL	2777 SQ. FT.
GRAND TOTAL	21, 879 SQ. FT.

SEATING	
FIRST FLOOR	
- DINING	340 SEATS
- BAR DINING AREA	59 SEATS
- PATIO	157 SEATS
- TOTAL	556 SEATS
MEZZANINE	
- DINING	56 SEATS
GRAND TOTAL	612 SEATS

OWNER: KASEY MOORE
 5100 BELT LINE ROAD INVESTORS, LLC
 2515 MCKINNEY AVE, SUITE 800
 DALLAS, TX 75201
 972.458.3327
 KASEY.MOORE@UBS.COM

APPLICANT: BRUCE HVIDSTEN
 BOOMERJACKS ADDISION, LLC
 136 HARMON ROAD
 HURST, TX 76053
 972.352.0666
 BRUCE@BOOMERJACKS.COM

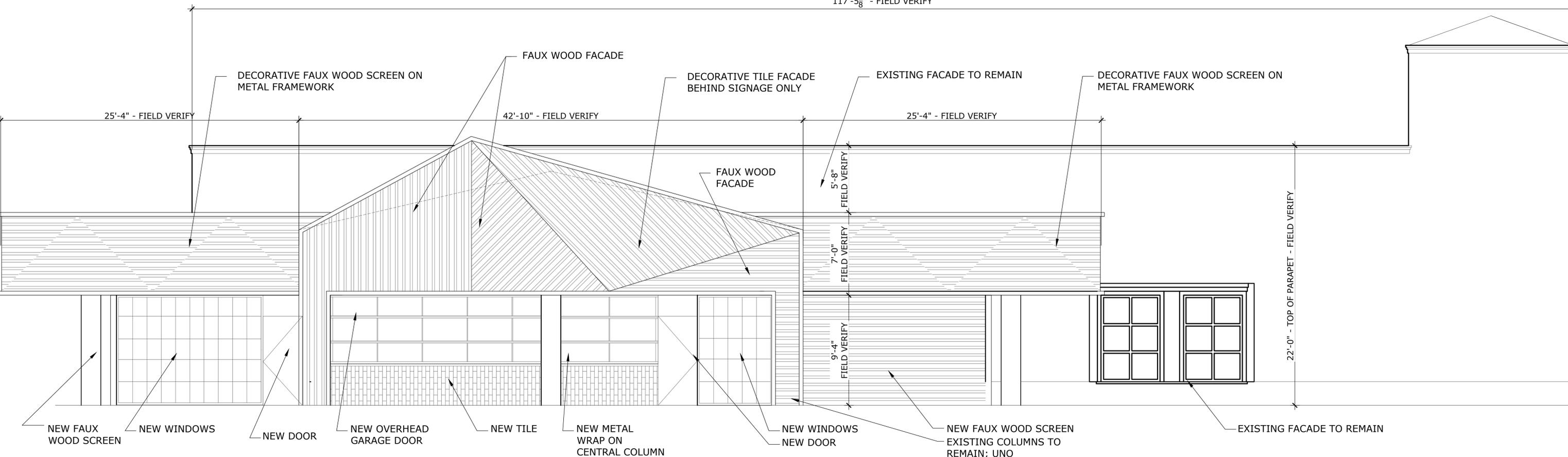
ARCHITECT: HARRISON ARCHITECTURE
 GEOFF SPAETE, TX LIC. #16706
 14990 LANDMARK BLVD, SUITE 265
 DALLAS, TX 75254
 972.807.9257

PRELIMINARY FLOOR PLAN FOR:
BOOMERJACK'S
 BUILDING 400 - SUITE 401
 VILLAGE ON THE PARKWAY
 5100 BELT LINE RD.
 ADDISON, TX 75254

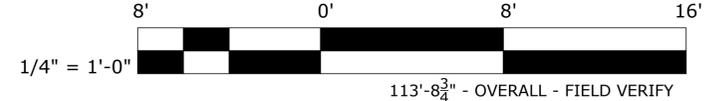
SHEET NAME: MEZZANINE PLAN
 ORIGINAL SUBMITTAL DATE: 5.11.18
 REVISION 1: 6.06.18

01 MEZZANINE PLAN
 SCALE: 1/8"=1'-0"





01 PROPOSED EAST ELEVATION
SCALE: 1/4"=1'-0"



02 PROPOSED SOUTH ELEVATION
SCALE: 1/4"=1'-0"



MATERIAL CALCULATIONS	
EAST ELEVATION	
EXISTING EIFS/STUCCO:	1355 SQ FT
EXISTING/NEW GLAZING:	440 SQ FT
NEW TILE	423 SQ FT
NEW WOOD SCREEN	348 SQ FT
NORTH ELEVATION	
EXISTING EIFS/STUCCO:	1660 SQ FT
EXISTING/NEW GLAZING:	492 SQ FT
NEW TILE	212 SQ FT
NEW WOOD SCREEN	242 SQ FT

- FACADE PLAN NOTES**
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
 - ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
 - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICE.
 - ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL. (EXISTING TO REMAIN EXTERIOR ROOF ACCESS LADDER TO REMAIN.)

CONTACT INFO

OWNER: 5100 BELT LINE ROAD INVESTORS LLC
2575 MCKINNEY AVE. SUITE 800
DALLAS, TX 75201
972.458.3327

APPLICANT: BRUCE HVIDSTEN
BOOMERJACK'S ADDISON, LLC
136 HARMON ROAD,
HURST, TX 76053
972.352.0666

ARCHITECT: HARRISON ARCHITECTURE
GEOFF SPAETE, TX LIC. #16706
14990 LANDMARK BLVD, SUITE 265
DALLAS, TX 75254
972.807.9257

PRELIMINARY EXTERIOR ELEVATIONS FOR:
BOOMERJACK'S
BUILDING 400 - SUITE 401
VILLAGE ON THE PARKWAY
5100 BELT LINE RD.
ADDISON, TX 75254

SHEET NAME: EXTERIOR ELEVATIONS

ORIGINAL SUBMITTAL DATE: 5.11.18
REVISION 1: 6.06.18

AI-2754

15.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: City Manager

AGENDA CAPTION:

Present, Discuss, and Consider Action on the **Sponsorship of Addison Residents and/or Employees for the 30th Class of Leadership Metrocrest.**

BACKGROUND:

Through a series of all-day sessions conducted once per month from September through May, Leadership Metrocrest class members participate in various leadership development and community education programs focusing on current civic issues. Subject areas include city government, economic development, transportation, community services, and other relevant topics.

Tuition for the program is \$1,000. Attached is the scholarship matrix that City Council approved in 2012 for determining the sponsorship level of Addison Residents to the Leadership Metrocrest program. If a Staff or Council Member is nominated, the Town covers 100% of the cost.

The following staff members have been nominated for the 30th class of Leadership Metrocrest:

- Wilson Kerr, Economic Development Manager
- Yesenia Saldivar, Special Events Coordinator II
- Mike Thompson, Deputy Fire Chief
- Amanda Turner, Controller
- Chad Hancock, Network Specialist

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Matrix - Leadership Metrocrest Scholarship



Town of Addison's Scholarship Matrix for Residents Participating in Leadership Metrocrest

Addison Board or Organization	Percentage of Scholarship Offered	Leadership Metrocrest Fee	Town's Contribution
Council Member or P&Z Member	100%	\$1,000	\$1,000
Citizen Academy Graduate	80%	\$1,000	\$800
Volunteer for Arbor Foundation, Addison Addvocates, Water Tower Theatre	70%	\$1,000	\$700
Addison Residency greater than 5 years	50%	\$1,000	\$500
Addison Residency 4 years or less	25%	\$1,000	\$250

The scholarship received will be at the highest level that a resident qualifies.

AI-2779

16.

Work Session and Regular Meeting

Meeting Date: 07/10/2018

Department: City Manager

AGENDA CAPTION:

Present, Discuss, and Consider Action on **Options to Fund the Town's \$5,000,000 Commitment to Dallas Area Rapid Transit (DART) for the Cotton Belt Rail Line and Other Capital Improvement Projects, Including but Not Limited to Cash Funding, Certificates of Obligation, and Non-Grant Funding from the North Central Texas Council of Governments (NCTCOG).**

BACKGROUND:

On May 26, 2015, City Council approved a motion to contribute \$5,000,000 to the Cotton Belt rail project upon its completion. Town staff has been working with the North Central Texas Council of Governments (NCTCOG) and Dallas Area Rapid Transit (DART) to identify funding options for this payment. The purpose of this item is to discuss options and provide direction on next steps.

DART is working on finalizing Inter Local Agreements with various member cities for their contributions to this project. It is anticipated that the DART Board will take action to approve these agreements at their August 14, 2018 Board meeting. Staff will work to finalize a way forward to meet DART's schedule.

RECOMMENDATION:

Staff requests direction from Council.
