



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

July 9, 2019

ADDISON TOWN HALL

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

1. Call Meeting to Order

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

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

- **Project Madison**

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:

• Spruill Dog Park Naming and Recognition Policy

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

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4. Present and Discuss the Leadership Metrocrest Program.
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5. Present and Discuss the Addison Community Bond Advisory Committee's Final Report on a Recommendation for a Bond Program and Review the Program's Propositions, Projects, Financing, and Process.
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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 24, 2019 City Council Work Session and Regular Meeting Minutes.**
 7. Consider Action to **Reject All Bids for the Addison Town Hall Drive and Lake Forest Drive Pavement Replacement Projects.**
 8. Consider Action to Approve a **Resolution Approving the Agreement for Professional Engineering Services Between the Town of Addison and Icon Consulting Engineers, Inc., for Design, Bid, and Construction Phase Services Associated with the Public Streetscape Services to Serve Vitruvian West 2 and Vitruvian West 3 Improvements Project, and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$64,375.
 9. Consider Action to Approve **Change Order #1 to the Contract with Jim Bowman Construction Company LP, for Concrete and Asphalt Repairs and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed \$610,645.
 10. Consider Action to Approve an **Ordinance Amending the Code of Ordinances Chapter 62 Section 62-247. - Political Signs by Adopting New Regulations for Political Signs in the Public Right-of-Way and on Town-Owned Property.**
 11. Consider Action to Approve **Change Order #1 to Flow-Line Construction, Inc., for the Construction of the Vitruvian Phase 8 Public Infrastructure Project Increasing the Construction Fee, and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed \$87,646.37.
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12. Consider Action to Approve Change Order #3 to Flow-Line Construction, Inc., for the Construction of the Vitruvian Phase 5 Public Infrastructure Project Increasing the Construction Fee, and Authorize the City Manager to Execute the Change Order in an Amount Not to Exceed \$58,498.

Regular Items

13. Hold a Public Hearing, Present, Discuss and Consider Action on a Resolution Relating to the Giving of Notice of Intention to Issue Town of Addison, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019 and Providing an Effective Date.
14. Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Located at 4355 Beltway Drive, Which Property is Currently Zoned Planned Development (PD) Through Ordinance O95-007, by Amending the Permitted Uses to Allow for the Sale of Alcoholic Beverages for On-Premises Consumption Only Upon Approval of a Special Use Permit, and by Approving Such Special Use Permit. Case 1801-Z/Holiday Inn.
15. Present, Discuss and Consider Action on the Status of Construction Along the Cotton Belt Regional Rail Corridor and the Development of Properties Adjacent to the Rail Corridor.
16. Present, Discuss, and Consider Action on a Resolution Indicating Addison's Commitment to Provide the Required Local Match for the Cotton Belt Hike and Bike Trail in Fiscal Year 2021 in an Amount Not to Exceed \$307,469.
17. Present, Discuss and Consider Action on a Resolution Amending the Spruill Dog Park Naming and Recognition Policy to Remove the Requirement Allowing a Minimum Donation to Rename Spruill Dog Park to be Included on Elements for a Minimum Donation and Limiting the Naming Nomenclature to Only Include Dog Name, Family or Individual Name, or Business Name.

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 G. Parker, City Secretary
Date: July 5, 2019
Time: 8:30 pm

**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.**

Work Session and Regular Meeting

4.

Meeting Date: 07/09/2019

Department: City Manager

AGENDA CAPTION:

Present and Discuss the **Leadership Metrocrest Program.**

BACKGROUND:

Leadership Metrocrest is an annual program of the Metrocrest Chamber of Commerce which identifies, cultivates, and motivates future community leaders. The program has operated for more than 30 years.

Erin Carney, Metrocrest Chamber of Commerce President, will provide Council with an update on the Leadership Metrocrest Program including the participant selection process.

RECOMMENDATION:

Information only, no action required.

Attachments

Leadership Metrocrest Frequently Asked Questions



Hi There!

We're looking for awesome people to join Leadership Metrocrest.

Leadership Metrocrest is an annual program of the Metrocrest Chamber of Commerce which identifies, cultivates, and motivates future community leaders. The information and thought-provoking program introduces participants to opportunities and challenges in the community while exposing them to the Chamber's strategic initiatives. Leadership Metrocrest is a nine-month program that has operated in the community for more than 30 years. One class of no more than 20 members is conducted annually and are selected through a competitive process.

Those selected are required to fully participate in the 9 program classes, including orientation, retreat, regular sessions, networking after the bell, and graduation day. Regular sessions involve a combination of panel discussions, tours, hands-on experiences, one-on-one interaction with current community leaders, and leadership building group activities designed to expose participants to all aspects of topics covered in each session.

Do I need to be nominated by a third party to be considered for the program? A referral from a Leadership Metrocrest graduate is one of our best sources of new candidates, but candidates do not have to be nominated. Applicants can also self-nominate. Additionally, nominations from past graduates, your employer, or a municipal partner does not automatically guarantee admission into program. Each individual must apply and complete the entire application process. Application forms are available on the website at metrocrestchamber.com

Is there an age limit to participate in Leadership Metrocrest? Leadership Metrocrest serves adults of any age who wish to better understand their community and get more involved in community service. Diversity of age and experience is considered a strength in selecting a Leadership Metrocrest class.

How much does it cost to participate? The participation fee for Leadership Metrocrest is \$1,000. This covers all the costs of conducting the program including meals at all of the Leadership Metrocrest class days and any fees for participation in class day activities. The fee may be paid by the applicant, their employer or municipality, or by a combination of both. No-interest payment plans are available. A limited number of scholarships are available for participants demonstrating financial need. Scholarship requests are not a factor in the selection process and the selection committee is not aware of who has requested a scholarship when they make their selections.

What are the criteria for being selected? Participants are selected after submitting an application form and two letters of recommendation. The selection committee seeks to establish a class that represents a strong diversity of professional, demographic, and personal

attributes and a balance of companies and organizations represented. The selection committee also seeks candidates that have demonstrated a high level of commitment to community service and a strong motivation to participate in the Leadership Metrocrest program. As a general rule, no more than 4 representatives from any one organization, employer, or municipal partner can be selected to participate in a class; however, the selection committee may, in its sole discretion, make exceptions to such general rule.

Leadership Metrocrest considers the following criteria during the selection process:

- Demonstrated capacity for leadership
- Community interest and involvement
- Desire to assume or expand leadership responsibility within the Metrocrest region
- Willingness to give back to the community
- Class representation of diverse backgrounds and experiences (including socio-economic, industry/sector, education, tenure in community)
- Commitment to program attendance and active participation
- Access to leadership development opportunities through current employer or other community leadership programs

What happens if you are not selected? Because Leadership Metrocrest receives more applications each year than it can accommodate in the class, the class is selected through a competitive application process and sometimes excellent candidates are turned away. Rejection one year should not be an indication that you are in any way unqualified for the class. You are strongly urged to reapply in a later year and are welcome and encouraged to consult with the Chamber on ways to improve your application.

What is the time commitment and expectations of participants? Participants are expected to attend the orientation, retreat and every scheduled session fully. There are also required readings between sessions. In addition, there is a service-learning component to Leadership Metrocrest.

Application Process Timeline

June 11 – July 31:	Application process open
July 31:	Application submission deadline (5:00 p.m.)
August 8:	Selected finalists contacted to schedule interviews (if needed)
August 12-14:	Candidate interviews (interview times TBD)
August 15:	Candidate selection notification
September 1:	Tuition payment due
August 10:	Wait list notification
September 17:	Get To Know You Reception
September 19:	Mandatory Retreat

Work Session and Regular Meeting

5.

Meeting Date: 07/09/2019

Department: City Manager

Milestones: Implementation and continuous development of Long Term Financial Plan

AGENDA CAPTION:

Present and Discuss the **Addison Community Bond Advisory Committee's Final Report on a Recommendation for a Bond Program and Review the Program's Propositions, Projects, Financing, and Process**

BACKGROUND:

The purpose of this agenda item is for Council and Staff to discuss the recommended bond program's propositions, projects, financing, and process.

On November 27, 2018, the Council appointed 28 community members to the Community Bond Advisory Committee whose stated purpose was:

- To assess and review information related to proposed future capital projects;
- To provide input in developing a final list of projects;
- To make a recommendation to Council concerning whether a bond election should be called and, if so, what projects should be included; and,
- To serve as community advocates for the bond program election, if Council decides to call an election.

The Committee met a total of nine times from January to May 2019. The Committee chose 15 projects that they believe should be included in a bond program. These projects were also divided into five proposed propositions. The total cost of the recommended projects is \$85,620,002.

- Proposition 1 - Roads (East West) \$22,900,000
- Proposition 2 - Roads (North South) \$33,602,000
- Proposition 3 - Buildings \$7,395,000
- Proposition 4 - Recreation and Lifestyle \$6,723,002
- Proposition 5 - Investment in the Future \$15,000,000

The attached presentation is intended to help Council and community members understand the recommended bond propositions, the estimated project costs, the financial impact of the recommended bond program, the bond election process and timing, and how bond information will be communicated to residents.

This and future presentations are intended to facilitate discussion, provide information, and answer questions in order for the City Council to decide whether or not to call for a bond election.

Information about the Bond Advisory Committee's meetings can be found on the Town's website by visiting:

<https://addisontexas.net/bc/community-bond-advisory-committee>

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Bond Projects and Financial Considerations

Proposed Bond Program Propositions and Projects

City Council

July 9, 2019

- Discuss the following items related to the recommended bond program:
 - The proposed propositions
 - The proposed projects
 - The potential impact on the debt portion of the tax rate if the voters approve the propositions
 - The schedule and process of activities leading up to the election
 - The education and advocacy roles
 - The communication plan

Recommended Projects

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic element on the right side of the slide, which includes diagonal white lines and a dark gray triangle in the top right corner.

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Committee Propositions/Projects

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Projects and Propositions Recommended by Bond Advisory Committee		
Proposition 1: Roads (East West)	Asset Management Score	\$ 22,900,000
Advanced Traffic Management System	N/A	\$ 600,000
Reconstruction of Keller Springs Road	RED	\$ 12,900,000
Reconstruction of Airport Parkway	RED	\$ 9,400,000
Proposition 2: Roads (North South)		\$ 33,602,000
Reconstruction of Quorum Drive	RED	\$ 26,302,000
Reconstruction of Montfort Drive	RED	\$ 7,300,000
Proposition 3: Buildings		\$ 7,395,000
Improvements Needed to Address Americans with Disabilities Act Compliance	YELLOW	\$ 1,500,000
Roof Replacements	RED & YELLOW	\$ 4,000,000
Police Gun Range Air Filtration System	RED	\$ 360,000
HVAC Replacements	RED & YELLOW	\$ 1,535,000
Proposition 4: Recreation and Lifestyle		\$ 6,723,002
Athletic Club Improvements –		
Locker Room Reconfiguration and Firewall Improvement	YELLOW	\$ 1,556,035
Gymnasium and Track Improvements	YELLOW	\$ 462,679
Pool Modernization	RED & YELLOW	\$ 1,009,453
Les Lacs Pond Improvements	YELLOW	\$ 3,282,110
Trail Rehabilitation, Expansion, and Addition of Wayfinding Elements	N/A	\$ 412,725
Proposition 5: Investment in the Future		\$ 15,000,000
Land Acquisition	N/A	\$ 15,000,000
Total all Propositions		\$ 85,620,002

15 Recommended Projects

Propositions 1, 2, 3:

1. Roads (East West)
 - a. Advanced Traffic Management System
 - b. Reconstruction of Keller Springs Road
 - c. Reconstruction of Airport Parkway
2. Roads (North South)
 - a. Reconstruction of Quorum Drive
 - b. Reconstruction of Montfort Drive
3. Buildings
 - a. Americans with Disabilities Act Compliance
 - b. Roof Replacements
 - c. Police gun range
 - d. HVAC Replacements

15 Recommended Projects

Propositions 4 and 5

4. Recreation and Lifestyle

- a. Locker Room Reconfiguration and Firewall Improvement
- b. Gymnasium and Track Improvements
- c. Pool Modernization
- d. Les Lacs Pond Improvements
- e. Trail Rehabilitation, Expansion, and Addition of Wayfinding Elements

5. Investment in the Future

- a. Land Acquisition

Proposition 1: Roads (East West)

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Proposition 1 – Roads (East West)

a. Advanced Traffic Management System (ATMS)

- Current system installed 12 years ago
- Expected life - 10 years
- Current system equipment is no longer available and is not supported by Motorola
- Expansion needed to meet the future bandwidth needs of the ATMS
- Upgrade will provide a reliable, scalable, and redundant communication system
- Proposed system will upgrade or replace the core infrastructure, the cellular units, and traffic signal preemption units
- Estimated Project Cost: \$600,000
- Asset Management Risk Factor: N/A

Proposition 1 – Roads (East West)

A blue circular logo with the word "ADDISON" in white capital letters.

b. Keller Springs Road - built in 1979

- Limits - Dallas North Tollway to Addison Road
 - Pavement Condition Index - 35 (Very Poor)
 - International Roughness Index - 343
- Replace asphalt roadway with concrete
- Upsize existing utilities
- Install Master Transportation Plan elements
- Acquire right-of-way for medians, sidewalks, landscaping
- Replace traffic signal
- Estimated Project Cost: \$12,900,000
- Asset Management Risk Factor: Red

Proposition 1 – Roads (East West)

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c. Airport Parkway - built in 1978

- Limits - Dallas North Tollway to Addison Road
 - Pavement Condition Index - 44 (Poor)
 - International Roughness Index - 338
- Replace asphalt roadway with concrete roadway
- Upsize existing utilities
- Install Master Transportation Plan elements
- Acquire right-of-way for medians, sidewalks, landscaping
- Replace traffic signal
- Estimated Project Cost: \$9,400,000
- Asset Management Risk Factor: Red

Proposition 2: Roads (North South)

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Proposition 2 – Roads (North South)

- a. Quorum Road - built in 1980 and 1985
 - Limits - Dallas North Tollway to DART rail right-of-Way
 - Average Pavement Condition Index - 59 (Fair)
 - Average International Roughness Index - 375
 - Rebuild concrete roadway
 - Upsize existing utilities
 - Install Master Transportation Plan elements
 - Acquire right-of-way for medians, sidewalks, landscaping
 - Replace 3 traffic signals
 - Estimated Project Cost: \$26,302,000
 - Asset Management Risk Factor: Red

Proposition 2 – Roads (North South)

b. Montfort Drive - built in 1981

- Limits - Belt Line Road to Town of Addison city limits
 - Average Pavement Condition Index - 58 (Fair)
 - Average International Roughness Index - 392
- Rebuild concrete roadway
- Upsize existing utilities
- Install Master Transportation Plan elements
- Acquire right-of-way for medians, sidewalks, landscaping
- Estimated Project Cost: \$7,300,000
- Asset Management Risk Factor: Red

Proposition 3: Buildings

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Proposition 3 – Buildings

a. Americans with Disabilities Act (ADA) Compliance

- Estimated Project Cost: \$1,500,000
- Asset Management Risk Factor: Yellow and Green

Building	Improvement Needed
Town Hall	Parking lot modifications
Town Hall	Council entry
Conference Center	Pavilion ramp
Conference Center	Stone Cottage concrete
Central Fire	Parking lot modifications
Central Fire	Locker rooms
Fire Station 2	Parking lot modifications
Fire Station 2	Locker rooms
Service Center	Front and rear parking lot modifications
Service Center	Locker rooms
Finance Building	Parking lot modifications
Finance Building	Entryway modifications
Police Building	Locker rooms

Proposition 3 – Buildings

b. Roof Replacements

- Replace 15- to 30-year-old roofs that have deferred maintenance issues
 - Stop damage to the interior of the buildings
 - Replace with built up roof membranes and Coal-Tar and white gravel
 - Replace all related roof elements: decking, flashing, joints, and coping
- Locations:
 - Addison Circle Pavilion - \$310,750
 - Athletic Club - \$1,367,500
 - Central Fire Station - \$580,500
 - Fire Station #2 - \$93,000
 - Police Building - \$490,000
 - Service Center - \$806,250
 - Surveyor Pump Station - \$80,000
 - Theatre Centre Lobby and Main Space - \$272,000
- Estimated Project Cost: \$4,000,000
- Asset Management Risk Factor: Red and Yellow

Proposition 3 – Buildings

c. Gun Range Air Filtration Replacement

- 6-lane gun range installed in 1984
- Current HVAC system is shared with the adjacent exercise area
- No air filtration between the two areas
 - Causes safety concerns due to the contamination from the lead and other toxins that are in the air in the gun range and pulled into the exercise room
- Propose to separate the systems and install a HEPA filtration systems that would filter out the contaminants
 - Will bring areas into compliance with National Institute of Occupational Safety and Health, Environmental Protection Agency, and Occupational Safety and Health Administration regulations
- Estimated Project Cost: \$360,000
- Asset Management Risk Factor: Red

Proposition 3 – Buildings

d. HVAC Replacements

- Estimated Project Cost: \$1,535,000
- Asset Management Risk Factor: Red and Yellow (High)

Building	Number of Units
Central Fire	13
Fire #2	5
Police and Courts	14
Police Substations	2
Town Hall	18
Finance	18
Service Center	33
Pump Stations	4
Stone Cottage	2
Events Pavilion	4
Vitruvian Restrooms	3
Athletic Club	Primary Boiler and Pool Dehumidifier

Proposition 4: Recreation and Lifestyle

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Proposition 4 – Recreation and Lifestyle

- a. Addison Athletic Club Improvements - \$3,028,167
 - Locker room renovation - Renovation and reconfiguration of existing locker rooms, firewall improvement, and addition of family changing rooms
 - Estimated project cost: \$1,556,035
 - Asset Management Risk Factor: Yellow
 - Gymnasium and track improvements - Replacement of lighting with energy efficient LED lighting, safety railing, track surfacing, and basketball goals
 - Estimated Project Cost: \$462,679
 - Asset Management Risk Factor: Yellow
 - Pool modernization - Addition of Ultra Violet filtration system, replacement of hot tub to include ADA access, addition of shade structure to the outdoor pool area, and replacement of the children's water play element
 - Estimated Project Cost: \$1,009,453
 - Asset Management Risk Factor: Red (Hot Tub Only); all other elements Yellow

Proposition 4 – Recreation and Lifestyle

A blue circular logo with the word "ADDISON" in white capital letters.

- b. Les Lacs Pond Improvements - \$3,282,110
 - Base project - Replacement of pond liner, ADA improvements, earthen pond edge, sod replacement, fountain replacement
 - Estimated Project Costs: \$1,358,750
 - Asset Management Risk Factor: Yellow
 - Preferred project enhancements - Addition of combined edge, landscape beds, retaining walls, rain garden, aquatic plants, fountain lights, and tree up-lights
 - Estimated Project Cost: \$1,923,360
 - Asset Management Risk Factor: N/A

Proposition 4 – Recreation and Lifestyle

A blue circular logo with the word "ADDISON" in white, uppercase, sans-serif font.

c. Trail Rehabilitation, Expansion, Wayfinding Elements

- Wayfinding and distance markers on Redding, Arapaho, Les Lacs, White Rock Creek and Beltway Trails
- Refurbish Redding Linear Trail - Replace wood retaining walls, address ADA issues, and improve drainage
- Extend Redding Linear Trail to future trail along Midway Road
- Add pedestrian way stop at Les Lacs Park and Belt Line Road
- Add shaded outdoor fitness station adjacent to Les Lacs Park
- Estimated Project Cost: \$412,725
- Asset Management Risk Factor: N/A

Proposition 5: Investment in the Future

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Proposition 5 – Invest in the Future

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- a. Land Acquisition - Ability to acquire property identified as having strategic value related to future developments when it becomes available
 - Estimated Project Cost: \$15,000,000
 - Asset Management Risk Factor: N/A

Bond Financing

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Debt Issuance Analysis Assumptions and Summary

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Town of Addison, Texas

Debt Issuance Analysis Assumptions & Summary - 2019 Bond Program

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
		<i>Debt</i>		
<i>"Committed" Projects</i>	<i>Funding Amount</i>	<i>Authorization</i>	<i>Issuance Date</i>	
Vitruvian Park	\$3,000,000	Future CO's	Aug-19	
Midway Road	\$15,000,000	Future CO's	Aug-19	
Midway Road	\$11,500,000	Future CO/2012 GO	Aug-20	
Midway Road	\$11,500,000	2012 GO	Aug-21	
Arts Land/Parking	\$3,000,000	2012 GO	Jun-22	
Addison Grove	\$3,250,000	Future CO's	May-23	
Vitruvian Park	\$6,500,000	Future CO/2012 GO	Aug-25	
Vitruvian Park	\$6,500,000	2012 GO	Aug-30	
Total "Committed" Projects:	\$60,250,000			

Assumptions:

(1) Future Taxable Assessed Values assume 4.1% growth through 2038 as supplied by Town officials.

(2) Tax Collection Percentage: 96.5%

(3) Interest Rate Assumptions:

2019 Sales assume 3.00% (current rates plus 0.25%)

2020 Sales assume 4.75%

2021 Sales and beyond assume 5.00%

Debt Issuance Analysis Assumptions and Summary

A blue circular logo with the word "ADDISON" in white capital letters.

Town of Addison, Texas

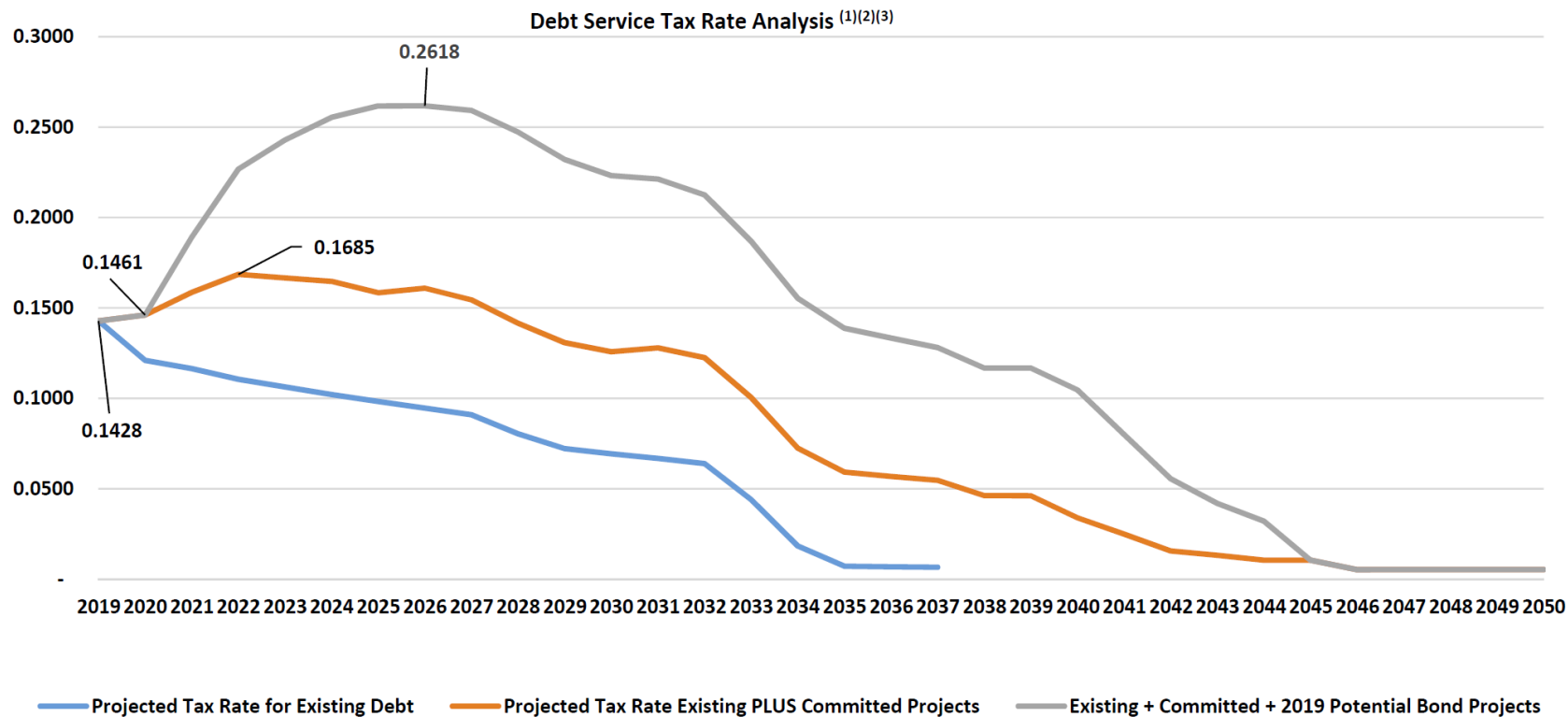
Debt Issuance Analysis Assumptions & Summary - 2019 Bond Program

POTENTIAL 2019 BOND AUTHORIZATION

<i>2019 Bond - Project</i>	<i>Funding Amount</i>	<i>Initial Issuance Date</i>	<i>Estimated Tax Rate Impact⁽¹⁾⁽²⁾⁽³⁾</i>	<i>Annual Impact On Average Home Value⁽⁴⁾</i>
Advanced Traffic Management	\$600,000	Jun-20	\$0.0010	\$3.16
Keller Springs Road	\$12,900,000	Jun-20	\$0.0204	\$65.16
Airport Parkway	\$9,400,000	Jun-22	\$0.0140	\$44.68
Quorum Road	\$26,302,000	Jun-22	\$0.0336	\$107.28
Montfort Drive	\$7,300,000	Jun-23	\$0.0104	\$33.19
Trail Expansion	\$412,725	Jun-20	\$0.0007	\$2.14
ADA Improvements	\$1,500,000	Jun-21	\$0.0023	\$7.40
Roof Replacement	\$4,000,000	Jun-20	\$0.0059	\$19.01
Police Gun Range Improvements	\$360,000	Jun-21	\$0.0005	\$1.72
HVAC Replacement	\$1,535,000	Jun-20	\$0.0022	\$6.98
Athletic Club Locker Room	\$1,556,035	Jun-21	\$0.0024	\$7.61
Athletic Club Gym and Track	\$462,679	Jun-21	\$0.0007	\$2.34
Athletic Club Pool	\$1,009,453	Jun-21	\$0.0016	\$4.97
Les Lacs Pond	\$3,282,110	Jun-22	\$0.0045	\$14.32
Land Acquisition	\$15,000,000	Jun-20	\$0.0236	\$75.44
	<u><u>\$85,620,002</u></u>			

Estimated Impact of 2019 Bond Election

ADDISON



Estimated I&S Tax Rate Impact ⁽¹⁾⁽²⁾⁽³⁾

FYE	Existing	"Committed"	2019 Bond Projects	Total Projected
2019	\$ 0.1428	\$ -	\$ -	\$ 0.1428
2020	0.1210	0.0251	-	0.1461
2021	0.1164	0.0422	0.0305	0.1892
2022	0.1105	0.0580	0.0582	0.2268
2023	0.1063	0.0603	0.0763	0.2429
2024	0.1021	0.0626	0.0907	0.2554
2025	0.0983	0.0601	0.1033	0.2617
2026	0.0946	0.0663	0.1009	0.2618
2027	0.0909	0.0636	0.1047	0.2592
2028	0.0804	0.0611	0.1057	0.2473
2029	0.0721	0.0586	0.1013	0.2321
2030	0.0693	0.0564	0.0974	0.2232
2031	0.0668	0.0611	0.0934	0.2213
2032	0.0639	0.0586	0.0900	0.2125
2033	0.0440	0.0564	0.0864	0.1868
2034	0.0183	0.0541	0.0830	0.1554
2035	0.0071	0.0521	0.0796	0.1388
2036	0.0068	0.0500	0.0765	0.1333
2037	0.0066	0.0480	0.0734	0.1280
2038	-	0.0461	0.0706	0.1168
2039	-	0.0461	0.0706	0.1167
2040	-	0.0339	0.0707	0.1046
2041		0.0249	0.0551	0.0800
2042		0.0156	0.0399	0.0555
2043		0.0132	0.0287	0.0419
2044		0.0105	0.0216	0.0321
2045		0.0105	-	0.0105
2046		0.0052	-	0.0052
2047		0.0053	-	0.0053
2048		0.0052	-	0.0052
2049		0.0053	-	0.0053
2050		0.0053	-	0.0053

Assumptions:

(1) Future Taxable Assessed Values assume 4.1% growth through 2038 as supplied by Town officials.

(2) Tax Collection Percentage: 96.5%

(3) Interest Rate Assumptions:

2019 Sales assume 3.00% (current rates plus 0.25%)

2020 Sales assume 4.75%

2021 Sales and beyond assume 5.00%

Tax Rate Impacts of Each Proposition and Project

ADDISON

- Proposition 1 - Roads (East West) - \$0.0345
 - a. Advanced Traffic Management System - \$0.0010
 - b. Reconstruction of Keller Springs Road - \$0.0204
 - c. Reconstruction of Airport Parkway - \$0.0140
- Proposition 2 - Roads (North South) - \$0.0440
 - a. Reconstruction of Quorum Drive - \$0.0336
 - b. Reconstruction of Montfort Drive - \$0.0104
- Buildings - \$0.0109
 - a. Americans with Disabilities Act Compliance - \$0.0023
 - b. Roof Replacements - \$0.0059
 - c. Police Gun Range - \$0.0005
 - d. HVAC Replacements - \$0.0022

- Proposition 4 - Recreation and Lifestyle - \$0.0099
 - a. Locker Room Reconfiguration and Firewall Improvement - \$0.0024
 - b. Gymnasium and Track Improvements - \$0.0007
 - c. Pool Modernization - \$0.0016
 - d. Les Lacs Pond Improvements - \$0.0045
 - e. Trail Rehabilitation, Expansion, and Addition of Wayfinding Elements - \$0.0007
- Proposition 5 - Investment in the Future - \$0.0236
 - a. Land Acquisition - \$0.0236

Bond Election Schedule, Cost, and Process

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic on the right side of the slide, consisting of a blue triangle with a white circle inside, and a dark gray triangle in the top right corner.

ADDISON

Bond Election Schedule

ADDISON

Action

Call bond election

Publish notice of election

Post notice of election

Early voting

Election Day

Canvass election

Bond Sale

November 2019 Proposed Election Date

August 7 - 19

October 6 - 22

October 15

October 21 - Nov 1

November 5

November 8 - 18

December

Bond Election Cost and Process

- Approximately \$20,000 - \$25,000
- Costs are determined by the cost of the election divided by the number of governmental entities sharing the expense
 - Election workers, machines, supplies
- Process:
 - City Secretary prepares a Calling and Posting of the Notice on Election
 - Posted outside Town Hall and sent to Dallas County Election Board (DCEB)
 - Bond counsel assists in writing ballot format
 - City Secretary sends ballot format to DCEB for programming into voting machines
 - Early voting/Election Day location - Voting Centers
 - Council will need to discuss Addison voting locations

Bond Election Roles and Restrictions

The logo for Addison Community College, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with diagonal white lines.

ADDISON

Council's Role – To Advocate and Encourage

- Council, bond advisory committee, residents, and business leaders can:
 - Speak at community meetings, such as:
 - Homeowner association meetings, rotaries, Mayor's coffee
 - Town Hall meeting
 - Advocate for the outcome of a bond program
 - Encourage voters to vote "Yes"

Staff's Role – To Educate and Inform

- Section 255.003 of the Texas Election Code prohibits an employee of a political subdivision, such as a city, from spending or authorizing the spending of public funds for political advertising.
- Political Advertising is a communication that advocates a particular outcome in an election and includes statements made in writing or orally.
- This does not apply to a communication that factually describes the purposes of a measure if it does not advocate the passage or defeat of the measure.

Staff's Role – To Educate and Inform

- It is permissible to use public funds to produce explanatory material about what is at stake in an election measure.
 - Proposed project and costs
 - Tax rate impacts
 - Voting times and locations

Bond Election Communication Plan

The logo for Addison, featuring the word "ADDISON" in blue, uppercase, sans-serif font, centered within a white circle. The circle is set against a blue background that is part of a larger graphic on the right side of the slide, which includes diagonal white lines and a dark gray triangle in the top right corner.

ADDISON

Bond Election Communications Plan

A blue circular logo with the word "ADDISON" in white, uppercase letters.

Communication Channels

Website

Postcards/mailers

Utility bill stuffers

Weekly Newsletter

Social Media

Nextdoor

Media relations (including Addison Magazine)

Town Meetings

Community Meetings (HOAs, Business Groups, Rotaries, Neighborhood groups, Arbor Foundation, Addison Parents Groups , Mayor's Coffee)

Targeted meetings with community leaders / impacted groups

PEG Channel

Email Blasts to targeted groups (business registrations list, hotels, building managers, etc.)

Internal Meetings (employees, Planning & Zoning, Citizen's Academy Grads, Volunteers)

Bond Election Communications Plan

A blue circular logo with the word "ADDISON" in white capital letters.

Communication Tools Might Include

Bond-specific microsite

Video

Printed brochure (mailed or distributed at meetings) with bond specifics

Postcards (providing voting information, directing citizens to resources for more information)

Email template that can be targeted to specific audiences


Presentation for meetings (powerpoint presentation/banner stands or boards)

Yard signs with informational messaging/bond website

Asset folder on One Drive with all creative, brochures, talking points to share with interested groups

* All activities will be approved by bond counsel prior to starting.

Questions / Discussion

The logo for Addison-Wesley, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic element on the right side of the slide, which includes diagonal white lines and a dark grey triangle in the top right corner.

ADDISON

Work Session and Regular Meeting

6.

Meeting Date: 07/09/2019

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve **the June 24, 2019 City Council Work Session and Regular Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared the Minutes for the June 24, 2019 City Council Work Session and Regular Meeting Minutes.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - June 24 2019 City Council Work Session and Regular Meeting

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

June 24, 2019

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 Tom Braun; Deputy Mayor Pro Tempore Lori Ward; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Paul Walden; Council Member Marlin Willesen

1. **Call Meeting to Order:** Mayor Chow called the meeting to order.
-

2. **CLOSED (EXECUTIVE) SESSION OF THE ADDISON CITY COUNCIL PURSUANT TO:**

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

- **City Secretary Annual Review**

Mayor Chow Closed the open session at 5:06 pm to convene the City Council into Closed Executive Session.

-
3. **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 Regular Open Session at 6:38 pm. No action taken.

WORK SESSION

4. **Present and Discuss the Results of the April 2019 Town-Wide Traffic Signal Optimization Study and Implementation.**

Presentation: Lisa Pyles, Director of Infrastructure and Public Works; David Halloin, Kimley-Horn Associates, Inc. Ms. Pyles and Mr. Halloin presented and explained the April 2019 Town-Wide Traffic Signal Study.

COUNCIL COMMENTS: Council Members Hughes and Willesen requested information on the ‘flashing’ RED and YELLOW signals. Council was advised that these lights are installed in this fashion to help gain a driver’s attention. Council Member Walden inquired as to the causes of traffic congestion in the Town. Staff reported that changes in traffic patterns and an estimated 7% increase in traffic volume has contributed to the traffic congestion. Council Member Quintanilla asked how a power-outage would impact the regionally coordinated traffic system. Staff reported that the traffic model is controlled by clocks or timers communicating with each other. Presentation only.

5. **Present and Discuss an Update Regarding Schematic Design for the Les Lacs Pond Liner Replacement Project.**

Presentation: Janna Tidwell, Director of Parks & Recreation; Sol Stigall, Westra Consultants, Inc. Ms. Tidwell presented responses to the questions presented by Council from the April 4, 2019 presentation on the Les Lacs Pond Liner Replacement Project.

COUNCIL COMMENTS: Council Member Hughes asked if Staff had a contingency plan if this project was not approved in a bond election and no grant funds were awarded. City Manager Pierson responded saying that a Decision Package would be presented in a future budget cycle. City Manager Pierson noted the presented site plan was an example only and is not an actual depiction of the Les Lac Pond. Presentation only.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

6. **PUBLIC COMMENT:** *The City Council invites citizens to address the City Council on any*

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

No citizens appeared to address the City Council on any topic not on the 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, 2019 City Council Work Session, Executive Session, and Regular Meeting Minutes.**
8. **Consider Action to Approve an Ordinance Amending Ordinance No. 005-010 as Amended, Which Grants a Franchise to Oncor Electric Delivery Company LLC, by Extending the Term and Providing for Its Renewal; Providing a Severability Clause; Providing a Savings Clause; Providing an Effective Date; and Providing for Acceptance by Oncor Electric Delivery Company LLC.**
9. **Consider Action to Approve a Resolution Approving a Third Amendment to Rooftop Telecommunications License Agreement Between the Town of Addison and COP Spectrum Center, LLC F/K/A GPI Spectrum LLC, and Authorizing the City Manager to Execute the Agreement in an Amount not to Exceed \$29,112.96 for the First Year.**

Mayor Chow asked whether Council wished to remove any item for separate discussion. There being no such requests, Mayor Chow called for a motion.

MOTION: Mayor Pro-Tempore Braun moved to approve CONSENT AGENDA Items 7-9. Council Member Hughes seconded the motion. Motion carried unanimously.

Ordinance No. O19-26: Grant Amended Franchise to Oncor Electric Delivery Company, LLC.
Resolution No. R19-044: Rooftop Telecommunications 3rd Amendment - COP Spectrum Center, LLC F/K/A GIP Spectrum LLC

Regular Items

10. **Presentation of Best Practices Recognition from the Texas Fire Chiefs Association for the Addison Fire Department.**

Presentation: Red Oak Fire Chief and Texas Fire Chiefs Association (TFCA) Board Member

Eric Thompson. On behalf of the Texas Fire Chiefs Association (TFCA), Mr. Thompson recognized the Addison Fire Department (AFD) for successfully completing the TFCA Best Practice Program. The AFD is one of only 20 fire department in Texas to achieve this recognition. Additionally, the AFD is one of eight fire departments that has achieved both this recognition and holds an ISO 1 rating. Presentation only, no action required.

11. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception from the Code of Ordinances Chapter 62 Section 62-289 (a) Special District Addison Town Center for Ross Dress for Less Located at 3802 Belt Line Road, in Order to Permit a 458.25 Square Foot Wall Sign on the North Facade.**

Presentation: Charles Goff, Director of Development Services. Mr. Goff presented the Meritorious Exception request from 'Ross Dress For Less' for signage at their proposed location at Addison Town Center. Article VI Special Districts Section 62-289 of the Sign Code governs signage in this center. This District provides two options for signage; however, this request exceeds the maximum allowed effective area.

Albrite Sales & Service Representative Mr. Kenn Phiffer provided information regarding existing signage in this shopping center and general information about signage. Shopping Center Manager Bernard Shaw reported the proposed store would occupy the 21,067 square feet in the now vacant Office Depot space.

COUNCIL COMMENTS: Mayor Chow noted that Office Depot moved to a more visible location in Dallas because many customers could not find the store. Mayor Chow recommended that a solution and/or compromise be reached.

Deputy Mayor Pro-Tempore Ward requested that a rendition be presented showing how this proposed size relates to the other signage in the shopping center. Council Member Hughes stated that granting a meritorious exception based on appearance without methodology would be resetting the baseline of the ordinance requiring a total re-write of the ordinance.

MOTION: Council Member Walden moved to deny the Ordinance granting a Meritorious Exception. Council Member Quintanilla seconded the motion. The Motion failed by a 5-2 vote with Council members Walden and Quintanilla voting in favor.

Mayor Pro-Tempore Braun stated that the Town was in the process of evaluating the current ordinances through development of a Unified Development Code. He added that sign ordinances vary from community to community with various methodology or criteria being utilized. Mayor Pro-Tempore Braun stated that this issue for him was more of an aesthetic issue. Council Member Willesen concurred and made a request that pictures or drawings be provided to show how the proposed signage size compares to what is present at the PetSmart, Kroger and Target.

MOTION: Mayor Pro-Tempore Braun moved to Table this item until the July 9, 2019 Council Meeting and requested that the applicant present drawings showing how the proposed size compares to what is present. Council Member Willesen seconded the motion. Motion carried 6-1 with Council Member Walden voting 'No'.

12. **Hold a Public Hearing, Discuss, and Consider Action Regarding Potential Changes to Regulations for Political Signs.**

Presentation: Charles Goff, Director of Development Services. At the May 28th Work Session, the City Council tasked Mr. Goff with explore changing the Town's political signage regulations to prohibit political signs in the public right-of-way, establish rules prohibiting political signs on Town owned property and limit political signs near polling places. This item was advertised as a Public Hearing in the agenda and the Town's Newsletter to solicit citizen input. Staff surveyed the political sign ordinances of surrounding cities and presented an ordinance for council review.

Public Hearing: Liz Oliphant, 14700 Marsh Lane #313, asked for clarification of the definition of a polling location (i.e. active polling location).

COUNCIL COMMENTS: Based on discussion of this item, Council directed Staff to add: (1) sign(s) on Town property would be limited to 18 inches x 24 inches in size; (2) the acceptable location for political signage at polling place would be physically demarcated by Staff; and, (3) clarification of polling location by the addition of the word 'active'. Staff will make these changes and present a revised Ordinance a future meeting for action.

13. **Present, Discuss, and Consider Action on an Ordinance Appointing Danielle Dulaney as an Alternate Municipal Judge of the Addison Municipal Court of Record No. 1 and Approving a Compensation Agreement to Perform Services as an Alternate Municipal Judge and Administer the Oath of Office .**

At its June 24 meeting, Council appointed Danielle Dulaney to the Alternate Judge position of the Addison Municipal Court. Judge Dulaney's term will expire on December 31, 2020. She will join longtime presiding Judge Larry Dwight and Alternate Judge Cass Calloway.

MOTION: Council Member Willsen moved to approve an Ordinance Appointing Danielle Dulaney as an Alternate Municipal Judge as submitted. Council Member Hughes seconded the motion. Motion carried unanimously.

Ordinance No. R19-27: Appointment of Danielle Dulaney, Alternate Municipal Court Judge, Court of Record No. 1.

14. **Present and Discuss the Addison Community Bond Advisory Committee's Final Report on a Recommendation for a Bond Program and Review the Program's Propositions, Projects, Financing, and Process.**

Presentation: Lisa Pyles, Director of Infrastructure and Public Works. Ms. Pyles presented

information regarding the recommended bond propositions and estimated project costs. Additionally, Ms. Pyles outlined the next steps related to calling a bond election.

COUNCIL COMMENTS: Council asked questions regarding the projects, project costs, and the impact to the future tax rate. Council pointed out that an additional meeting in July may be needed to reach a consensus, digest all the information, educate the City Council and public, and feel comfortable with the projects and financial information. Mayor Chow requested the City Council submit any questions they may have to the City Manager so that these can be distributed to the City Council prior to the next meeting.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Work Session and Regular Meeting

7.

Meeting Date: 07/09/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management

Milestones: All roads in an acceptable condition and well maintained

AGENDA CAPTION:

Consider Action to **Reject All Bids for the Addison Town Hall Drive and Lake Forest Drive Pavement Replacement Projects.**

BACKGROUND:

The bid for the construction of the pavement replacement of Town Hall Drive and Lake Forest Drive was posted on April 25, 2019 and closed on May 21, 2019. A pre-bid conference was held at the Town of Addison Service Center on May 9, 2019. One contractor representative attended.

Below is a summary of the two bids received.

Bidder	EJ Smith	HQS
Town Hall Drive	\$284,650	\$347,760
Lake Forest Drive	\$259,170	N/A
Total Bid Price	\$543,820	N/A

HQS's bid was found to be non-responsive due to an incomplete pricing proposal. Therefore, this bid was disqualified.

Because only one bid was received for the project, Staff recommends the bid be rejected.

RECOMMENDATION:

Administration recommends rejection of all bids.

Work Session and Regular Meeting

8.

Meeting Date: 07/09/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Action to Approve a Resolution Approving the Agreement for Professional Engineering Services Between the Town of Addison and Icon Consulting Engineers, Inc., for Design, Bid, and Construction Phase Services Associated with the Public Streetscape Services to Serve Vitruvian West 2 and Vitruvian West 3 Improvements Project, and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$64,375.

BACKGROUND:

On June 26, 2013, the Town and UDR entered in to a Master Facilities Agreement related to the Vitruvian Park development. In this agreement, the Town agreed to invest in public infrastructure to support the development as it progressed through defined phases.

This proposed agreement engages Icon Consulting Engineers, Inc. (Icon) to provide design plans related to the demolition, layout, grading, paving, drainage, electrical, landscape and irrigation portions of the public improvements for Vitruvian West Phase 2 and Vitruvian West Phase 3. These phases are generally located at the northwest corner of Vitruvian Way and Marsh Lane. Please see the attached site plans for more detail.

Icon's services will also include reviewing any requests for information, shop drawings, materials submittals, test reports and change orders. They will provide periodic on-site construction observation. Once construction is complete, Icon will perform a final review to verify that all punch list items have been completed.

Icon has designed both the public and private portions of the improvements for all phases of the Vitruvian development making them uniquely qualified to perform these services due to their extensive knowledge of the entire development.

The design of these improvements was originally estimated to be expended in Fiscal Year 2020 in the amount of \$65,000. This portion of the private development, however, has moved faster than anticipated. In order to meet that schedule, design for the streetscape improvements will need to start in July 2019. If this item is approved, a budget adjustment will be brought forward to

Council at a future Council meeting.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - ICON Services Agreement

Vitruvian West 2 Site Plan

Vitruvian West 3 Site Plan

RESOLUTION NO. R19-__

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 ICON CONSULTING ENGINEERS, INC., FOR DESIGN, BID, AND CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE PUBLIC STREETSCAPE SERVICES TO SERVE VITRUVIAN WEST 2 AND VITRUVIAN WEST 3 IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$64,375.00, 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 for Professional Engineering Services between the Town of Addison and Icon Consulting Engineers, Inc., for design, bid, and construction phase services associated with the Streetscape Services to Serve Vitruvian West 2 and Vitruvian West 3 Improvements Project in an amount not to exceed \$64,375.00, 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.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 9th day of JULY 2019.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
ICON CONSULTING ENGINEERS, INC. (CONSULTANT)
FOR
PROFESSIONAL ENGINEERING SERVICES**

Made as of the ____ day of _____ in the year 2019,

BETWEEN the Town: The Town of Addison, Texas
 16801 Westgrove Drive
 Addison, Texas 75001
 Telephone: (972) 450-7001

and the Consultant: Icon Consulting Engineers, Inc.
 2840 W. Southlake Boulevard, Suite 110
 Southlake, Texas 76092
 817-552-6210

for the following Project: **Public Streetscape Services to serve
 Vitruvian West 2 & Vitruvian West 3**

The Town and the Consultant agree as set forth below.

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

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, Planning, Engineering and Landscape Architecture Services to support Infrastructure Streetscape Improvements along Vitruvian Way, Marsh Lane and Westgate Lane adjacent to Vitruvian West 2 & Vitruvian West 3 developments, within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional 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 service 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."

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 **Sixty Four Thousand Three Hundred Seventy Five and 00/100 Dollars (\$64,375.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B." **The final five percent (5%) of the Consultant's Fee, or Three Thousand Two Hundred Eighteen and 75/100 Dollars (\$3,218.75), shall not be paid until the Consultant has completed all of the services described in Exhibit "A" and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit "A."**
- 3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the Consultant's Fee, or Three Thousand Two Hundred Eighteen and 75/100 Dollars (\$3,218.75)**. 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** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the “Contractor”) and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

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

3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project.** All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit “B,” and consistent with Exhibit “C,” Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit “A” of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (“Additional Services”). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit “A.”

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.” Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.”

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.”

3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Principal Engineer	\$190.00
Registered Professional Engineer	\$175.00
Senior Project Manager	\$160.00
Engineer in Training	\$150.00
CAD Production Manager	\$130.00
Engineering Technician	\$120.00
CAD Designer	\$100.00
CAD Operator	\$ 80.00
Administrative Assistant	\$ 70.00

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

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

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

ARTICLE 4 OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required Professional Liability Insurance** – 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 "F," such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, 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:

Assistant Director of Infrastructure Services

Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

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

ICON CONSULTING ENGINEERS, INC.

Bruce F. Dunne, President
2840 W. Southlake Boulevard, Suite 110
Southlake, Texas 76092

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: _____

Lisa Pyles, Director of Infrastructure and Development Services

Date: _____

CONSULTANT:

Icon Consulting Engineers, Inc.

By:  _____

Bruce F. Dunne, President

Date: 06-11-19

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.

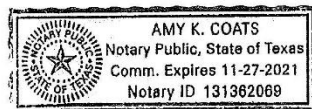
Notary Public In and For the State of Texas
My commission expires: _____

STATE OF TEXAS
COUNTY OF TARRANT

§
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§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bruce Durne, 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 11th day of June, 2019.



Amy K. Coats
Notary Public In and For the State of Texas
My commission expires: 11-27-2021

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Icon Consulting Engineers, Inc. (Consultant)
to perform Professional Engineering Services for
Public Streetscape Services to serve Vitruvian West 2 & Vitruvian West 3

1) Demolition Plans

Icon will prepare Demolition Plans to show existing improvements to be removed or abandoned within the existing right-of-ways along Vitruvian Way, Marsh Lane and Westgate Lane adjacent to the Vitruvian West 2 & Vitruvian West 3 developments.

2) Layout & Dimensional Control Plans

Icon will prepare detailed Layout & Dimensional Control Plans to provide information to perform construction layout of the proposed improvements within the existing right-of-ways along Vitruvian Way, Marsh Lane and Westgate Lane adjacent to the Vitruvian West 2 & Vitruvian West 3 developments.

3) Grading & Drainage Plans

Icon will prepare detailed Grading and Drainage Plans of the existing right-of-ways along Vitruvian Way, Marsh Lane and Westgate Lane adjacent to the Vitruvian West 2 & Vitruvian West 3 developments.

4) Electrical Plans

Icon will provide electrical design, including preparation of plans, details and specifications for the ability to provide lighting improvements within the street right-of-ways of Vitruvian Way and Westgate Lane adjacent to the Vitruvian West 2 & Vitruvian West 3 developments. The lighting plans will include electrical design services to provide layout and construction details required to properly bid and install the following:

- A. Street Lighting service including full lighting design consisting of fixtures, pedestals, electrical service, wiring, etc. for a complete functional street lighting system along Vitruvian Way and Westgate Lane.
- B. Decorative holiday lighting of the street trees in the street right-of-way along Westgate Lane adjacent to the Vitruvian West 3 development. The lighting plans will include electrical design services consisting of electrical service, wiring, routing, components and connections for the proposed holiday lighting system.
- C. Irrigation System design services for the extension of existing irrigation facilities along Vitruvian Way and Westgate Lane for a complete functional irrigation system.

5) Landscape and Irrigation Plans

Icon will retain Studio Outside for landscape architectural design services for preparation of Landscape and Irrigation Plans, including detailed design, drafting and specifications for the proposed right-of-ways along Vitruvian Way, Marsh Lane and Westgate lane adjacent to the Vitruvian West 2 & Vitruvian West 3 developments. Design shall be in general compliance with the Planned Development agreement for various street right-of-way sections. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. Drawings will be prepared to provide layout and construction details required to properly bid and install the following:

- A. Landscape Planting Plan: The plan will be prepared to include material locations, genus/species, quantity spacing, size and varieties to be utilized on site. Details and enlargements will be prepared as necessary in order to clarify intent of layout.
- B. Irrigation Plan: The plan will be prepared to include location and model of all heads, valves, meters, controller electrical service, wiring, etc. as well as size of all piping and sleeving. Details and enlargements will be prepared as necessary in order to clarify intent of layout.

After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the plans prepared by the landscape architect to the Town of Addison. Icon will meet with Town of Addison staff and provide coordination and technical support necessary to facilitate acceptance of plans by the Town of Addison. The landscape architect will be responsible for all aspects of their work including any sub-consultants of theirs.

6) Texas Architectural Barriers Project Registration (TABPR)

The project will require plans to be reviewed in accordance with TABPR guidelines. Icon will submit drawings for public infrastructure improvements within public right-of-ways adjacent to the Vitruvian Park Buildings 2&3 development directly to a state licensed TABPR reviewer for review. The following will be performed:

- A. Prepare the TABPR application and obtain Town of Addison signatures for submittal.
- B. Submit the completed application, review fee, and construction drawings to the reviewer for review and approval.
- C. Coordinate with the reviewer to address comments. Once comments have been cleared, the project will be registered with the Texas Department of Licensing and Regulations.
- D. Upon completion of construction, coordinate with the reviewer to have post construction audit performed.

7) Project Meetings

During the surveying, planning, and design phases, Icon will attend project meetings with the Town of Addison, UDR and project design team members. We have budgeted twenty (20) man-hours for meetings.

8) Construction Phase Services

It is anticipated that construction activities for Vitruvian West 2 and Vitruvian West 3 will be two separate projects. Therefore, construction administration services will be provided for both the Vitruvian West 2 and Vitruvian West 3 developments including the following services for each:

Vitruvian West 2

- A. Prepare bid proposal forms for Infrastructure Improvements relating to public improvements adjacent to the Vitruvian West 2 development. Included will be demolition, layout and grading, paving and drainage, miscellaneous conduits, street and holiday lighting, landscaping and irrigation improvements.
- B. Prepare bid proposal documents and submit to Town of Addison for distribution to contractors for bidding purposes.
- C. Prepare and issue addenda as appropriate to clarify, correct or change the bidding documents.
- D. Attend the pre-bid meeting for public infrastructure improvements.
- E. Respond to contractor questions during the bidding process.
- F. Once the construction bids have been submitted, assist the Town of Addison in preparing a bid tabulation and in contractor selection.
- G. Provide assistance to the Town of Addison in the preparation of construction contracts for execution by the Town of Addison and the successful contractor.
- H. Attend the pre-construction conference.
- I. Review request for information (RFI), shop drawings, material submittals, test reports, and change orders related to the work.
- J. Provide periodic on-site construction observation of the infrastructure improvements. For budgeting purposes, we have estimated three (3) hours per week for twelve (12) weeks for the infrastructure improvements.

- K. When the construction has been completed, perform a final review (in conjunction with Town of Addison staff) of the public infrastructure improvements and related work, and provide the contractors with a punch list for each phase.
- L. Once the punch list is completed, perform a final review of completed improvements in union with Town of Addison staff to verify all punch list items have been completed.
- M. Upon completion of construction, Icon will prepare electronic files in CAD and PDF formats for the Town of Addison based on marked-up plans to be provided by each of the contractors.

Vitruvian West 3

- A. Prepare bid proposal forms for Infrastructure Improvements relating to public improvements adjacent to the Vitruvian West 3 development. Included will be demolition, layout and grading, paving and drainage, miscellaneous conduits, street and holiday lighting, landscaping and irrigation improvements.
- B. Prepare bid proposal documents and submit to Town of Addison for distribution to contractors for bidding purposes.
- C. Prepare and issue addenda as appropriate to clarify, correct or change the bidding documents.
- D. Attend the pre-bid meeting for public infrastructure improvements.
- E. Respond to contractor questions during the bidding process.
- F. Once the construction bids have been submitted, assist the Town of Addison in preparing a bid tabulation and in contractor selection.
- G. Provide assistance to the Town of Addison in the preparation of construction contracts for execution by the Town of Addison and the successful contractor.
- H. Attend the pre-construction conference.
- I. Review request for information (RFI), shop drawings, material submittals, test reports, and change orders related to the work.
- J. Provide periodic on-site construction observation of the infrastructure improvements. For budgeting purposes, we have estimated three (3) hours per week for twelve (12) weeks for the infrastructure improvements.
- K. When the construction has been completed, perform a final review (in conjunction with Town of Addison staff) of the public infrastructure improvements and related work, and provide the contractors with a punch list for each phase.

- L. Once the punch list is completed, perform a final review of completed improvements in union with Town of Addison staff to verify all punch list items have been completed.
- M. Upon completion of construction, Icon will prepare electronic files in CAD and PDF formats for the Town of Addison based on marked-up plans to be provided by each of the contractors.

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

**Agreement by and between the Town of Addison (Town)
and Icon Consulting Engineers, Inc. (Consultant)
to perform Professional Engineering Services for
Public Streetscape Services to serve Vitruvian West 2 & Vitruvian West 3**

COMPENSATION

- 1) **Demolition Plans** – Icon will perform the services as described for a not-to-exceed fee of \$1,200.
- 2) **Layout & Dimensional Control Plans** - Icon will perform the services as described for a not-to-exceed fee of \$3,275.
- 3) **Paving & Drainage Plans** - Icon will perform the services as described for a not-to-exceed fee of \$2,650.
- 4) **Electrical Plans** - Icon will perform the services as described for a not-to-exceed fee of \$4,500.
- 5) **Landscape and Irrigation Plans** - Icon will perform the services as described for a not-to-exceed fee of \$14,300.
- 6) **Texas Architectural Barriers Project Registration (TABPR)** – Icon will perform the services as described for a not-to-exceed fee of \$750.
- 7) **Project Meetings** - Icon will perform the services as described for a not-to-exceed fee of \$3,200.
- 8) **Construction Phase Services** – Icon will perform the services as described for a not-to-exceed fee of \$31,500.
- 9) **Reimbursable Expenses** – As described below for a not-to-exceed fee of \$3,000.

DESIGN SCHEDULE

July 15 th to Aug 9 th :	Prepare Final Design Drawings of Public Streetscape Improvements
Aug. 12 th to Aug 23 rd :	Submittal of Design Drawings to Town for Review.
Aug. 26 th to Sept. 6 th :	Plan Revisions by Icon to Address Town Comments
Sept. 9 st to Sept. 20 th :	Re-submittal of Design Drawings to Town for Review.
Sept. 23 rd to Oct. 4 th :	Final Revisions by Icon to Address Town Comments
Oct. 7 th to Oct. 11 th :	Final Review and Approval of Public Improvements by Town
Oct 14 th to Nov. 8 th :	Town to Advertise and Receive Bids on Vitruvian West 2
Nov. 11 th to Nov. 15 th :	Town Finance to Review Bids and Make Recommendation of Award
Nov. 18 th to Nov. 22 nd :	City Council Approval on Vitruvian West 2 (VW 2)
Nov. 25 th to Dec. 13 th :	Contractor Bonding and Execution of Documents on VW 2
Dec. 16 th	Construction Begins on Vitruvian West 2 Streetscape
Mar. 27 th	Public Infrastructure Construction of Vitruvian West 2 Complete

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. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

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

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

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

reproductions, the 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: **972-450-7074** or emailed to: **purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

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

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

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

AGREEMENT

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

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS

§

§

THE COUNTY OF DALLAS

§

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

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

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

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

Signed this _____ day of _____, 2016.

Signature of Official / Title

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

Sworn to and subscribed before me on this _____ day of _____, 2016.

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

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

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.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed question ☐

(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.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Local Government Officer

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.

- 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 ☐ No ☐
- 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 ☐ No ☐
- 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 ☐ No ☐
- D. Describe each employment or business relationship with the local government officer named in this section.

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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

Signature

Date

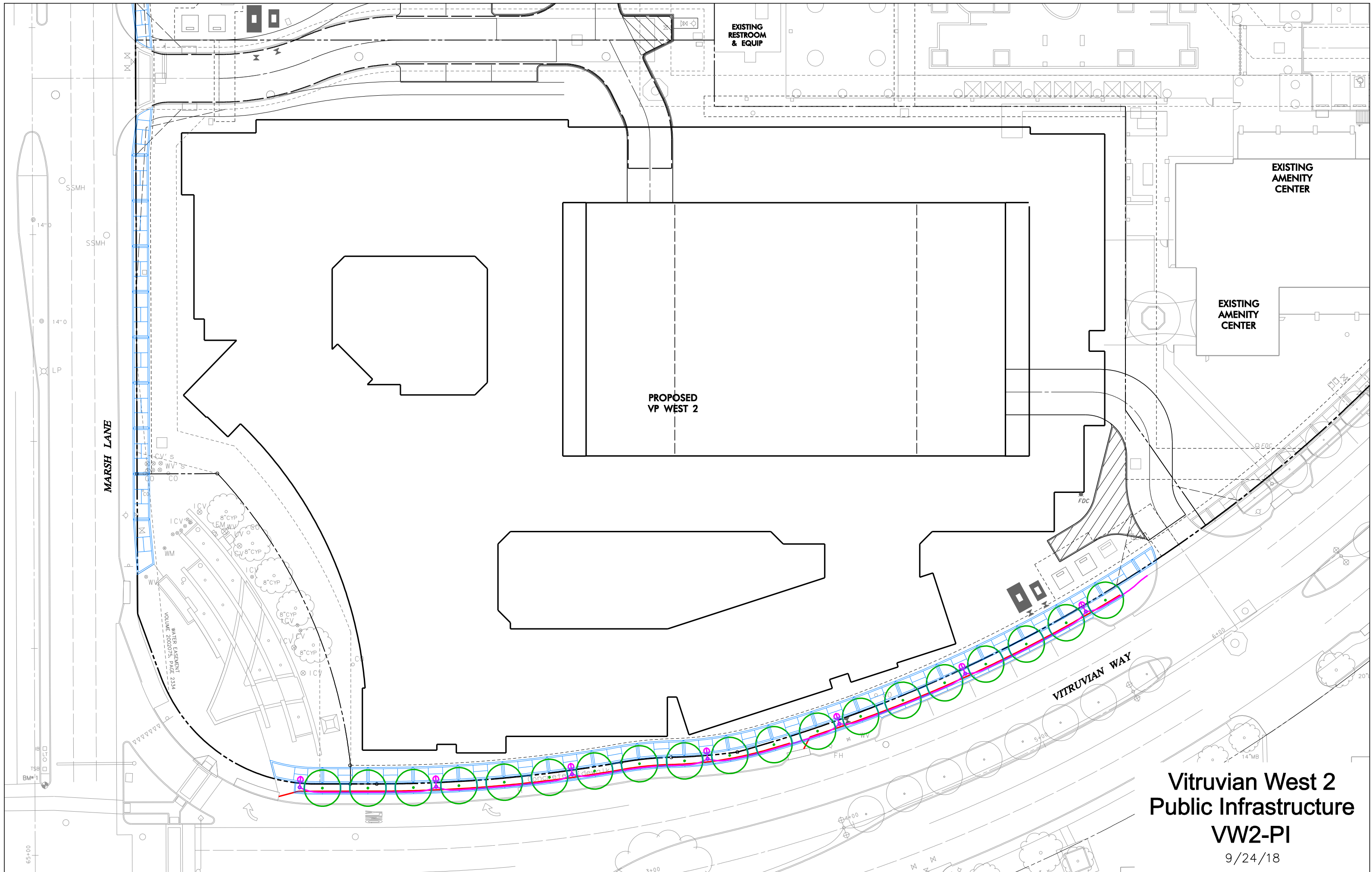
Local Government Officers Town of Addison, Texas

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

Mayor: Joe Chow

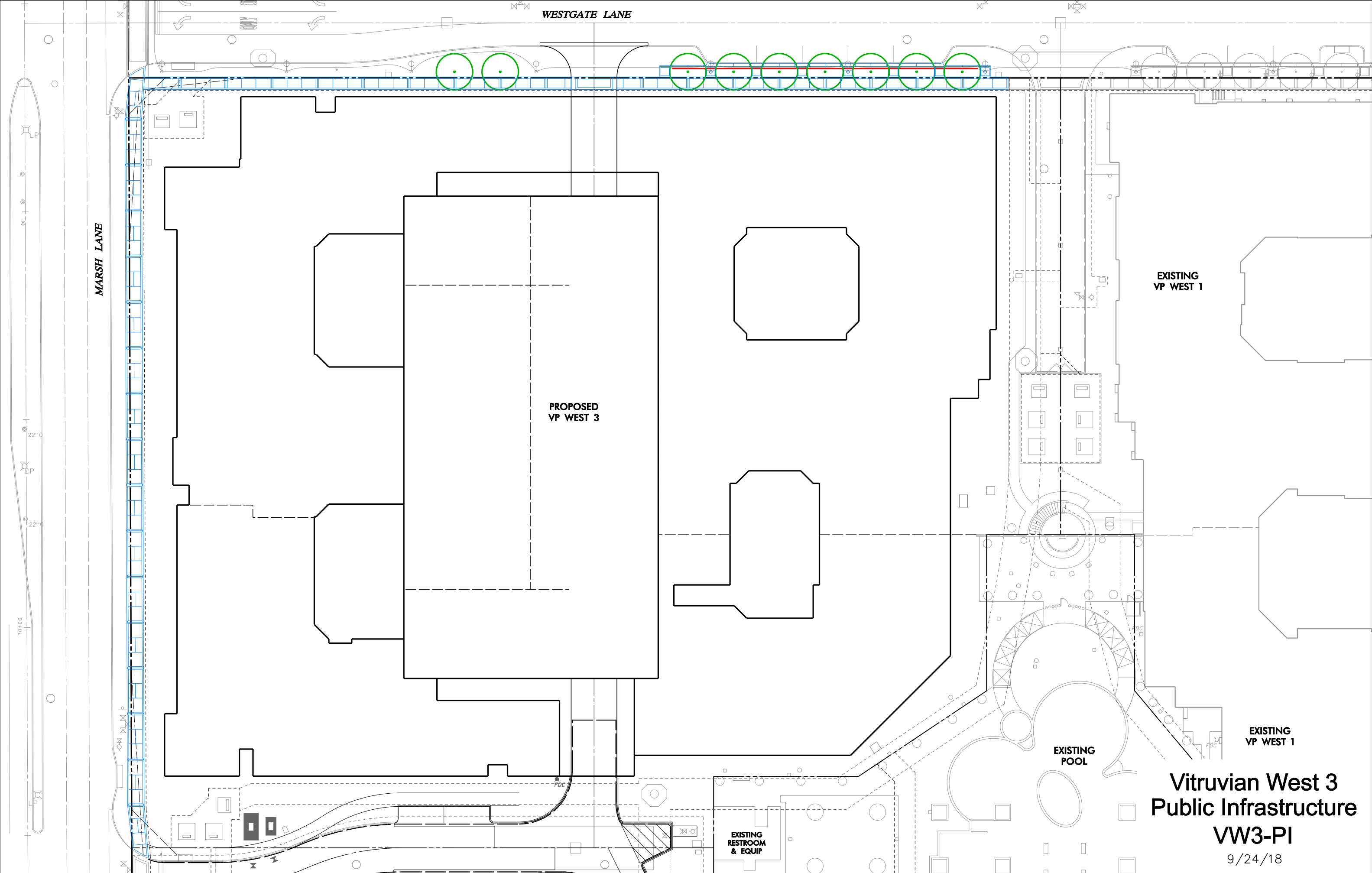
Council
Members: Marlin Willesen, Council Member
Guillermo Quintanilla, Council Member
Lori Ward, Council Member
Paul Walden, Council Member
Ivan Hughes, Council Member
Tom Braun, Council Member

City Manager: Wesley S. Pierson



**Vitruvian West 2
Public Infrastructure
VW2-PI**

9/24/18



**Vitruvian West 3
Public Infrastructure
VW3-PI**

9/24/18

Work Session and Regular Meeting

9.

Meeting Date: 07/09/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management

Milestones: Review Town's ordinances and regulations to modernize them and facilitate redevelopment
All roads in an acceptable condition and well maintained

AGENDA CAPTION:

Consider Action to Approve **Change Order #1 to the Contract with Jim Bowman Construction Company LP, for Concrete and Asphalt Repairs and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed \$610,645.

BACKGROUND:

On May 28, 2019, Council approved an Indefinite Quantity Indefinite Duration (IDIQ) contract with Jim Bowman Construction Company LP (Bowman) for concrete and asphalt repairs.

Staff has identified the following concrete repair projects and obtained pricing from Bowman under the IDIQ contract.

- Fire Stations #1 and #2 Driveways - \$153,000
- Town Hall Drive Pavement Replacement Project - \$254,922.50
- Lake Forest Drive Pavement Replacement Project (from Belt Line Road to the southern edge of the bridge) - \$202,722.50

On April 25, 2019, Staff posted a bid request for the Town Hall Drive and Lake Forest Drive Pavement Replacement Projects. Bids were opened on May 21, 2019 with only one bidder deemed responsive. That bidder, EJ Smith, was \$87,175 higher than Bowman.

If approved, Change Order #1 will add the three projects listed above to the IDIQ contract with Bowman. The Change Order amount is \$610,645. The contract amount will increase from \$600,000 to \$1,210,645 for Fiscal Year 2019.

Funds for the Fire Station driveway repairs are budgeted in the Self-Funded Special Projects Fund. Funds for the reconstruction of Lake Forest Drive and Town Hall Drive are budgeted in the Fiscal Year 2019 Street Maintenance budget.

Projects	Funding Source	Cost	Opinion of Probable Construction Cost
Fire Station Drives	Self-Funded Special Project Fund	\$153,000	N/A
Town Hall Drive	Additional Allocation in Street Maintenance Fiscal Year 2019 Budget	\$254,922.50	\$241,992
Lake Forest Drive	Additional Allocation in Street Maintenance Fiscal year 2019 Budget	\$202,722.50	\$187,338
Total		\$610,645	
Original Amount Awarded in Contract		\$600,000	
Amount of Change Order #1		\$610,645	
New Contract Amount		\$1,210,645	

RECOMMENDATION:

Administration recommends approval.

Attachments

Change Order #1 Jim Bowman Construction



TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 1

Project Name: **TOWN HALL DRIVE & LAKE FOREST DRIVE PAVEMENT
REPLACEMENT**

Project Number(s): **19-117**

Project Manager: **Jim Bowman**

Date: **07/02/19**

A. **INTENT OF CHANGE ORDER**

This Change Order is to add the concrete pavement replacement on Townhall Drive and the asphalt rehabilitation/resurfacing of the bridge deck on Lake Forest Drive and the repair of the Fire Station 1 and 2 driveways to the IDIQ contract with Jim Bowman Construction.

B. **DESCRIPTION OF CHANGE**

The addition of the street rehabilitation and reconstruction of Town Hall Drive and Lake Forest Drive to include: Townhall from Beltline Road to the parking lot of Town Hall and the portion of Lake Forest Drive from Belt Line Road to the southern limit of the bridge. The addition of the replacement of concrete panels at the Fire Stations 1 and 2 driveways and a contingency for additional materials, if needed.

C. **REASON FOR CHANGE**

To add the removal and replacement of approximately 245 LF of the existing concrete pavement of Town Hall Drive from the Belt Line Road ROW and 375 LF of existing pavement of Lake Forest Drive to the IDIQ contract with Jim Bowman Construction in lieu of the bids that were received through the traditional bid process.

D. **EFFECT OF CHANGE ON CONTRACT PRICE**

This change order will have the following effect on the cost of this project:

Projects	Funding Source	Cost
Fire Station Drives	Self-Funded Special Projects Fund	\$153,000
Town Hall Drive and Lake Forest Drive	Additional Allocation in Street Maintenance FY2019 Budget	\$457,645
Total		\$610,645
Original Amount Awarded in Contract		\$600,000
Amount of Change Order #1		\$610,645
New Contract Amount		\$1,210,645

Project Name: #1016 - Annual Contract for Concrete & Asphalt Repairs				Work Order No.	1
				Date	5-Jul-19
Item	Description	Unit of Measure	Quantity	Contract Price	Total Amount
Fire Station No.1 - 4798 Airport Blvd. Addison, Tx 75001					
4	Concrete Sawing (6")	LF	400	\$ 3.00	\$ 1,200.00
5	Concrete Saw Cutting Additional 1" Depth	LF	800	\$ 0.50	\$ 400.00
6	Traffic Control Set-Up/Removal	LS	1	\$ 1,500.00	\$ 1,500.00
7	Traffic Control - Additional Days	EA	1	\$ 500.00	\$ 500.00
12	Demo & Remove Existing 8" Pavement	SY	975	\$ 15.00	\$ 14,625.00
19	8" Drive Approach (High Early)	SY	975	\$ 125.00	\$ 121,875.00
				Total	\$ 140,100.00
Fire Station No.2 - 3950 Beltway Drive Addison, Tx 75001					
4	Concrete Sawing (6")	LF	200	\$ 2.00	\$ 400.00
5	Concrete Saw Cutting Additional 1" Depth	LF	400	\$ 0.50	\$ 200.00
6	Traffic Control Set-Up/Removal	LS	1	\$ 750.00	\$ 750.00
7	Traffic Control - Additional Days	EA	1	\$ 500.00	\$ 500.00
12	Demo & Remove Existing 8" Pavement	SY	61	\$ 13.00	\$ 793.00
19	8" Drive Approach (High Early)	SY	61	\$ 135.00	\$ 8,235.00
				Total	\$ 10,878.00
	Owner Contingency				\$2,022.00
Total Change Order Amount					\$153,000.00

Town of Addison					
Town Hall Drive, Lake Forest Drive Pavement Replacement					
Bid No. 19-117					
Item	Quantity	Units	Description	Unit Price	Total
Town Hall Drive					
1	1	LS	Furnishing, Installing, Moving, Replacing, Maintaining, Cleaning and Removal of all Barricades, Signs, Cones, Lights and other Traffic Control	\$18,500.00	\$ 18,500.00
2	440	LF	Remove 6" Concrete Curb	\$2.50	\$ 1,100.00
3	260	CY	Unclassified Street Excavation	\$50.00	\$ 13,000.00
4	1,000	SY	Sawcut & Remove Existing Reinforced Concrete Driveway Paving	\$15.00	\$ 15,000.00
5	600	SF	Sawcut & Remove Existing Reinforced Concrete Sidewalk	\$2.00	\$ 1,200.00
6	40	CY	Temporary Stabilized Construction Entrance	\$60.00	\$ 2,400.00
7	200	LF	Temporary Silt Sock	\$6.00	\$ 1,200.00
8	200	LF	Temporary Silt Fence	\$2.00	\$ 400.00
9	1	LS	SWPPP	\$2,000.00	\$ 2,000.00
10	200	SY	Furnish and Install Block Sod	\$20.00	\$ 4,000.00
11	440	LF	Install of 6" Red Pavement Striping for Fire Lane	\$1.50	\$ 660.00
12	230	LF	Install of 4" White Pavement Striping	\$1.25	\$ 287.50
13	200	CY	Furnishing and Placing 6" of Crushed Concrete Subgrade	\$75.00	\$ 15,000.00
14	10	SY	Furnishing and Placing 8", 4000 psi Reinforced Concrete Pavement	\$95.00	\$ 950.00
15	10	SY	Furnishing and Placing 8", 4000 psi Reinforced Concrete Drive	\$97.50	\$ 975.00
16	900	SY	Furnishing and Placing 8" Reinforced High Early Strength (4500 psi at 72 hrs) Concrete Pavement	\$125.00	\$ 112,500.00
17	100	SY	Furnishing and Placing 8" Reinforced High Early Strength (4500 psi at 72 hrs) Concrete Drive	\$126.50	\$ 12,650.00
18	440	LF	Construct 6" Integral Concrete Curb	\$7.50	\$ 3,300.00
19	500	SF	Furnishing and Placing 4", 3600 psi Concrete Sidewalk Paving	\$10.00	\$ 5,000.00
20	100	LF	Furnish and Install Transverse Expansion Joints per Town Standard Detail SD-P20	\$5.00	\$ 500.00
21	160	LF	Furnish and Install Longitudinal Butt Joints at All New Paving Against Existing Paving Per Town Standard Detail SD-P19	\$5.00	\$ 800.00
22	5	EA	Tree Protection Including Installation, Maintenance and Removal of 4-foot Temp Orange Safety Fence; Pruning as Directed by Town of Addison	\$500.00	\$ 2,500.00
23	1	EA	Install Project Sign	\$1,000.00	\$ 1,000.00
24	1	LS	Mobilization and Demobilization of Forces	\$35,000.00	\$ 35,000.00
25	10	SF	Furnishing and Placing 1/2" Thick Diamond Grid Galvanized Steel Plate	\$500.00	\$ 5,000.00
Bid Total (Items 1-25)					\$ 254,922.50
Lake Forest Drive					
1	1	LS	Furnishing, Installing, Moving, Replacing, Maintaining, Cleaning and Removal of all Barricades, Signs, Cones, Lights and other Traffic Control	\$18,500.00	\$ 18,500.00
2	440	LF	Remove 6" Concrete Curb	\$2.50	\$ 1,100.00
3	5	EA	Remove and Replace Traffic Buttons	\$180.00	\$ 900.00
4	150	CY	Unclassified Street Excavation	\$50.00	\$ 7,500.00
5	600	SY	Sawcut & Remove Existing Reinforced Concrete Driveway Paving	\$15.00	\$ 9,000.00
6	25	CY	Temporary Stabilized Construction Entrance	\$60.00	\$ 1,500.00
7	20	LF	Temporary Silt Sock	\$6.00	\$ 120.00
8	110	LF	Temporary Silt Fence	\$2.00	\$ 220.00
9	1	LS	SWPPP	\$2,000.00	\$ 2,000.00
10	300	SY	Furnish and Install Block Sod	\$20.00	\$ 6,000.00
11	40	LF	Install of 6" Red Pavement Striping for Fire Lane	\$21.75	\$ 870.00
12	130	LF	Install of 4" White Pavement Striping	\$0.75	\$ 97.50
13	100	CY	Furnishing and Placing 6" of Crushed Concrete Subgrade	\$75.00	\$ 7,500.00
14	600	SY	Furnishing and Placing 8", 4000 psi Reinforced Concrete Pavement	\$95.00	\$ 57,000.00
15	10	SY	Furnishing and Placing 8", 4000 psi Reinforced Concrete Drive	\$97.50	\$ 975.00
16	120	SY	Furnishing and Placing 8" Reinforced High Early Strength (3200 psi at 16 hrs) Concrete Pavement	\$125.00	\$ 15,000.00
17	10	SY	Furnishing and Placing 8" Reinforced High Early Strength (3200 psi at 16 hrs) Concrete Drive	\$126.50	\$ 1,265.00
18	30	TON	Furnishing and Placing 2" Hot Mix Asphalt Concrete Surface Course (Item 340 Type D)	\$765.00	\$ 22,950.00
19	5	SY	Furnishing and Placing Gravel Surface	\$100.00	\$ 500.00
20	470	LF	Construct 6" Integral Concrete Curb	\$7.50	\$ 3,525.00
21	70	LF	Furnish and Install Transverse Expansion Joints per Town Standard Detail SD-P20	\$5.00	\$ 350.00
22	70	LF	Furnish and Install Longitudinal Butt Joints at All New Paving Against Existing Paving Per Town Standard Detail SD-P19	\$5.00	\$ 350.00
23	9	EA	Tree Protection Including Installation, Maintenance and Removal of 4-foot Temp Orange Safety Fence; Pruning as Directed by Town of Addison	\$500.00	\$ 4,500.00
24	20	SY	Furnishing and Placing 3000 psi Concrete Flume Paving	\$250.00	\$ 5,000.00
25	1	EA	Install Project Sign	\$1,000.00	\$ 1,000.00
26	1	LS	Mobilization and Demobilization of Forces	\$35,000.00	\$ 35,000.00
Bid Total (Items 1-26)					\$ 202,722.50
Total for Lake Forest and Town Hall Drive					\$ 457,645.00

E. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change will add the following time to the contract:

Item Number/Description	Quantity
Substantial Completion Time (in Calendar days)	90
Additional Final (100%) Completion Time (in Calendar days)	30
Total Contract Time (in Calendar days)	120

F. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, _____, Inc. do hereby agree to append this Change Order Number _____ to the original contract between themselves, dated _____ (insert original contract date).

City	State	Zip
------	-------	-----

Phone: _____

Project Manager

Contractor's Signature

Department Director

Design Engineer's Signature

Fin. & Strat. Services Representative

Design Engineer's Signature

City Manager

Copies: Contractor (2)
Department
City Secretary

Council Agenda: Agenda Date _____
(if applicable) Item Number _____
Approved _____

Work Session and Regular Meeting

10.

Meeting Date: 07/09/2019

Department: Development Services

AGENDA CAPTION:

Consider Action to Approve an Ordinance Amending the Code of Ordinances Chapter 62 Section 62-247. - Political Signs by Adopting New Regulations for Political Signs in the Public Right-of-Way and on Town-Owned Property.

BACKGROUND:

At the Work Session on May 28, 2019, the City Council discussed the Town's current regulations and enforcement procedures related to political signage. At that time, Council directed Staff to explore changing the Town's political signage regulations to accomplish the following:

- Prohibit political signs within the public right-of-way (ROW)
- Formally prohibit political signs on Town-owned property, such as parks and Town facilities
- Establish limitations on political signs near polling places

Based on Council's direction, Staff drafted changes to the Code of Ordinances Section 62-247. - Political Signs. The proposed changes would remove the existing regulations on signs in the ROW and replace them with new language expressly prohibiting signs in the ROW and on Town-owned property with two exceptions. The first would allow signs in the front and side yards of single-family residential properties as long as the signs are at least three feet away from the edge of the street, or in locations with sidewalks, three feet away from the edge of the sidewalk. The second would allow signs on Town-owned property that has been designated as a polling place, but impose restrictions on the location and timing of the placement of signs as well as the size and number of signs allowed.

At the Council Meeting on June 24, 2019, Staff presented draft regulations to the City Council and held a public hearing to solicit community feedback on the subject. Council directed staff to restrict the size of political signs at polling places to no more than 18 inches x 24 inches with a maximum area of 3 square feet. Additionally, Council asked Staff to clarify the the language in the draft ordinance to make it clear that signs would only be allowed on Town-owned property when the property is serving as an active polling place. Staff has included these changes into the attached ordinance for Council's consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 62-247 Political Sign Regulation Amendment

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 62 – SIGNS, DIVISION 7. – TEMPORARY SIGNS, BY REPEALING SECTION 62-247 – POLITICAL SIGNS, OF THE CODE OF ORDINANCES AND BY ADOPTING A NEW SECTION 62-247 – POLITICAL SIGNS, TO REGULATE SUCH SIGNS IN THE PUBLIC RIGHT-OF-WAY, ON TOWN-OWNED PROPERTY AND ADOPTING RELATED PROVISIONS; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas previously adopted regulations allowing political signs in the public Right-of-Way; and

WHEREAS, the City Council has reviewed its current sign regulations and desires to adopt new regulations that prohibit political signs in the public Right-of-Way and on Town-owned property and to regulate the placement of political signage at polling places; and

WHEREAS, Texas Election Code Sections 61.003 and 85.036 authorize an entity (such as the City) who owns or controls a public building being used as a polling place to enact reasonable regulations concerning the time, place and manner of electioneering (which includes the posting, use or distribution of political signs); and

WHEREAS, the City Council has investigated and finds that the amendments set forth herein provide reasonable regulation of the placement and use of political signs and serve the interests of public health, safety and welfare.

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

Section 1. Incorporation of Recitals. The above and foregoing recitals and premises to this Ordinance are true and correct findings of the City Council and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. Chapter 62 – Signs, Division 7. – Temporary Signs, Section 62-247 – Political Signs, of the Code of Ordinances, is repealed and a new Section 62-247 – Political Signs of Chapter 62, Division 7 of the Code of Ordinances is hereby adopted to be and read in its

entirety as follows:

Ordinance No. _____

Sec. 62-247. – Political Signs

- (a) A political sign that conforms to the provisions of this section is permitted. For a political sign, no permit shall be required and no fee shall be required for the sign to be placed.
- (b) A political sign that is permitted by subsection (a) of this section must:
 - (1) Be located on private real property with the consent of the property owner;
 - (2) Not have an effective area greater than 36 square feet;
 - (3) Not be more than eight feet in height;
 - (4) Not be illuminated;
 - (5) Not have any moving elements.
- (c) For purposes of this section, "private real property" does not include real property subject to an easement or other encumbrance that allows a municipality, including the town, to use the property for a public purpose.
- (d) Political signs are not permitted within the public right-of-way or on any real property owned by the Town of Addison, with the following exceptions:
 - (1) In single family neighborhoods, political signs may be placed in any portion of the front or side yard that may include the public right-of-way, if the political sign is placed at least three (3) feet away from the edge of the street or, in locations with sidewalks, three (3) feet away from the edge of the sidewalk pavement furthest away from the street.
 - (2) On any Town-owned property that has been designated as an election polling place, two (2) political signs per candidate, proposition or measure may be placed in an area designated by Town staff while the property is serving as an active polling place. Such signs may not:
 - Have an effective area greater than 3 square feet
 - Exceed 18 inches tall and 24 inches wide
 - Be illuminated
 - Have any moving elements
- (e) This section does not apply to a sign, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

Section 3. Penalty. Any violation of the provisions or terms of this ordinance by any person, firm, or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 4. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this

Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 5. Severability. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts, and to this end, the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective from and after its passage and approval and its publication as may be required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 9th day of July, 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

PUBLISHED ON: _____

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Ordinance No. _____

Work Session and Regular Meeting

11.

Meeting Date: 07/09/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management

AGENDA CAPTION:

Consider Action to Approve **Change Order #1 to Flow-Line Construction, Inc., for the Construction of the Vitruvian Phase 8 Public Infrastructure Project Increasing the Construction Fee, and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed \$87,646.37.

BACKGROUND:

Change Order #1 addresses scope changes due to unforeseen field conditions found during construction or that were requested by the Town. The change order amount is based on contract pricing.

On April 10, 2019, Council approved an agreement with Flow Line for the construction of public infrastructure associated with Vitruvian Phase 8. This phase is located on the southeast corner of Marsh Lane and Spring Valley Road in the commercial development that includes the Tom Thumb grocery store. The scope of work for the public infrastructure improvements for the project includes water, wastewater, storm drainage, paving, landscaping, irrigation, and streetscape improvements.

Improvements along Marsh Lane include the replacement of an existing 8" water line and the installation of new streetscape, landscaping, and irrigation modifications. Improvements along Spring Valley include streetscape, landscape, and irrigation. Improvements on site include water, sanitary sewer, and paving which will be installed in phases as the commercial site is developed so as not to damage the newly installed streetscape.

During construction, Staff identified changes that needed to be made to the original scope of work. These included:

- Sidewalk removal and replacement
- Asphalt and concrete removal and replacement
- Concrete pavement removal and replacement
- Curb and gutter removal and replacement
- Water line removal and replacement
- Relocating water meters, switching proposed 1" meters to 2" meters, gate valves

- Force main removal
- Sanitary sewer removal and replacement
- Light pole foundation removals

Change Order #1 will increase Flow-Line Construction's contract value from \$2,349,453 to \$2,436,099 and will add 180 days to the contract duration.

Funding for these improvements is from the May 2012 Bond Funds for Vitruvian Projects (included in Proposition 1). The project costs for Phase 8 were budgeted in Fiscal Year 2019, and there is enough funding to cover known costs.

RECOMMENDATION:

Administration recommends approval.

Attachments

Vitruvian Phase 8 Change Order #1



TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 1
Project Name: **VITRUVIAN PARK PUBLIC INFRASTRUCTURE – BLOCK 500A**
Project Number(s): **18-78**
Project Manager: **UDR Inc.**
Date: **5/17/19**

A. **INTENT OF CHANGE ORDER**

- a. Increase bid contract quantities to final field measured and approved quantities of work from the original contract.

B. **DESCRIPTION OF CHANGE**

- a. Included in this change order is the funding to compensate the contractor for additional work not included in the original contract due to unforeseen field conditions and changes in scope during construction. Additional work was performed through the various existing contractual line items. The final installed work was field measured, and changes documented on the red line as-built drawings. Additional flatwork was performed at the direction of assistant director of public works. Additional work performed included but was not limited to: sidewalk removal and replacement, asphalt removal and replacement, concrete pavement removal and replacement, curb and gutter removal and replacement, water line removal and replacement, relocating water meters, switching proposed 1" meters to 2" meters, gate valves, force main removal, sanitary sewer remove and replace and unknown light pole foundation removals. The change order funding amount, based on the contract pricing, of \$87,646.37 is based on contractor's estimate of costs.

C. **REASON FOR CHANGE**

- a. Final Installed quantity was different than what was stated on the original contract. The changes have been field measured, documented on red line as-built drawings, and approved.

D. EFFECT OF CHANGE ON CONTRACT PRICE

This change order will have the following effect on the cost of this project:

Item Number/Description	Quantity	UT	Amount
QUANTITY ADJUSTMENTS (Bid vs. Actual)			
15. For Sawcutting of Existing Concrete Pavement. <i>(Actual Sawcutting footage. Base Bid = 4,704 LF)</i>	2,771	LF	\$22,168.00
16. For Removal & Recycling of Existing Concrete Pavement <i>(Actual concrete removed. Base Bid = 5,495 SY)</i>	465	SY	\$6,975.00
17. For Furnishing and Placing 10" Reinforced Concrete Pavement (4200 PSI). <i>(See sheet 25 in the attached As-Built red line documents for location. Spring Valley Road panel replacement reduction)</i>	-52	SY	-\$4,940.00
18. For Furnishing and Placing 8" Reinforced Concrete Pavement (4200 PSI). <i>(See Sheets 24, 26 and 27 for location of the additional pavement. Additional concrete is due to actual existing conditions.)</i>	400	SY	\$30,000.00
19. For constructing 6" Reinforced Monolithic Concrete Curb <i>(Additional curbs as directed by Town of Addison. Please reference Sheets 24, 26 and 27 showing LF of extra curb on pavement)</i>	138	LF	\$2,070.00
20. For Constructing 6" Reinforced Monolithic Concrete Sidewalk Curb <i>(Additional curbs as directed by Town of Addison. Please reference sheets 22, 23 and 24 showing the locations and additional footage of sidewalk curb)</i>	153	LF	\$2,295.00
21. For Constructing 6" Reinforced Concrete Curb & Gutter <i>(Additional Curb and Gutter as directed by Town of Addison. Please reference sheets 22, 23 and 25 showing the locations and additional footage of curb and gutter)</i>	58	LF	\$2,900.00
23. For Furnishing and Placing 4" Thick Reinforced Concrete Sidewalk Pavement <i>(Additional sidewalk as directed by Town of Addison. Please reference sheets 23 and 24)</i>	497	SF	\$4,473.00
31. For Removal and Disposal of Existing Water Main. <i>(Additional quantity is due to field conditions vs. actual. 2,087 LF included in contract. Contractor directed to remove all abandoned water line by the Town of Addison. All removed WL are highlighted on sheets 6, 7, 8, 9 and 14)</i>	156	LF	\$2,808.00
35. For Relocation of Existing Water Meter <i>(Additional Water Meter Relocation at 7 Eleven)</i>	1	EA	\$100.00
39. For Connecting to Existing Water Main <i>(Utility pole conflict. Pole was located incorrectly by the power company long ago and was in conflict with the new water line. Timing was an issue with relocation of the pole, so water lines were installed to the north and south of the conflict and tested, which caused the additional connection. Please reference sheet 8)</i>	1	EA	\$2,000.00
46. For Furnishing and Installing 2" Water Pipe by Open Cut with Std. Embedment <i>(Water service to the Chase Bank was designed as a 1" service. Existing service was 2" and were directed by the Town of Addison to match service size. Please reference sheet 12)</i>	47	LF	\$1,880.00
47. For Furnishing and Installing 1" Water Pipe by Open Cut with Std. Embedment <i>(Credit for 1" service at Chase Bank. Please reference sheet 12)</i>	-47	LF	-\$1,692.00

49. For Furnishing and Installing 8" Gate Valve Complete w/ Valve Box, Extension, Collar, Debris Cap and Cover <i>(Town of Addison Directed us to install an 8" gate valve at this location for the East Lateral. Not shown on the drawings to require a valve. Please reference sheet 6)</i>	1	EA	\$1,600.00
53. For Furnishing and Installing Ductile Iron Full Bodied Mechanical Joint Type Fittings w/ Restraining Glands for Water Pipe. <i>(Please reference sheet 6, 8 and 12)</i>	.23	TON	\$2,530.00
54. For Furnishing and Installing 2" Water Service Tap <i>(Chase Bank. See items 45 and 46 above. Please reference sheet 12.)</i>	2	EA	\$1,000.00
55. For Furnishing and Installing 1" Water Service Tap <i>(Chase Bank. See items 45 and 46 above. Please reference sheet 12)</i>	-2	EA	\$-600.00
57. For Final Adjustment of Existing Water Valves to Finish Grade <i>(Town of Addison Directed us to install an 8" gate valve at this location for the East Lateral. Not shown on the drawings to require a valve. Please reference sheet 6)</i>	1	EA	\$100.00
62. For Removal and Disposal of Existing Sanitary Sewer Force Main Pipe <i>(Additional Force main removal that was in conflict with new water line construction. Please reference Sheet 10 and 11)</i>	210	LF	\$420.00
63. For Removal and Disposal of Existing Sanitary Sewer Cleanout <i>(Town of Addison directed us to relocate the installed waste water lateral at Tom Thumb and to install additional service pipe past original limits to eliminate a horizontal deflection on the line and flow issues. The new line was removed and then re-laid all the way to the back of curb of Tom Thumb. Please reference sheet 14)</i>	1	EA	\$200.00
68. For Connecting to Existing Sanitary Sewer Service <i>(Town of Addison directed us to relocate the installed waste water lateral at Tom Thumb and to install additional service pipe past original limits to eliminate a horizontal deflection on the line and flow issues. The new line was removed and then re-laid all the way to the back of curb of Tom Thumb. Please reference sheet 14)</i>	1	EA	\$500.00
71. For Furnishing and Installing 6" PVC Sanitary Sewer Main by Open Cut with STD Embedment <i>(Town of Addison directed us to relocate the installed waste water lateral at Tom Thumb and to install additional service pipe past original limits to eliminate a horizontal deflection on the line and flow issues. The new line was removed and then re-laid all the way to the back of curb of Tom Thumb. Please reference sheet 14)</i>	37	LF	\$2,775.00
78. For TV Inspection of Sanitary Sewer System <i>(Final quantity should match the sum of all sewer pipe installed)</i>	135	LF	\$405.00
83. For Furnishing and Installing 24" Wide White Solid Thermoplastic Pavement Marking (Stop Bar) <i>(Deleted per Town of Addison)</i>	-42	LF	\$-2,100.00
84. For Furnishing and Installing Type II-CR-4 Reflectorized Pavement Marker <i>(Deleted per Town of Addison)</i>	-18	EA	-\$126.00
85. For Furnishing and Installing Type W-4 White Pavement Marker <i>(Deleted per Town of Addison)</i>	-90	EA	-\$630.00
C1. Excavate, remove and dispose of buried concrete	1	LS	\$7,384.32

obstructions (light pole foundations) (<i>Unforeseen / Buried conditions</i>)			
C2. Standby time for water line crews waiting for scheduled Addison valve crew to shut down water main	1	LS	\$3,151.05
Original Contract Amount			\$2,349,453.00
Total Contract Amount (Including Previous Change Orders)			\$2,349,453.00
Amount of this Change Order			\$87,646.37
Revised Contract Amount			\$2,436,099.37
Total % Increase/Decrease (Including Previous Change Orders)			3.69%

E. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change will add the following time to the contract:

Item Number/Description	Quantity
Quantity Modifications	30
Coordination and Resequencing to Accommodate Building GC	60
Unforeseen Conditions (Oncor Delays, FM Delays, Tie in Delays)	60
Spring Valley Crossing	30
Original Contract Time (in days)	180
Total Contract Time Including Previous Change Orders (in days)	180
Increase/Decrease in Time from this Change Order (in days)	180
Revised Contract Time (in days)	360

F. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, Flow-Line Construction, Inc. do hereby agree to append this Change Order Number 1 to the original contract between themselves, dated 04/10/2018 (insert original contract date).

Flow-Line Construction, Inc.

P.O. Box 600881

Dallas TX 75360
City State Zip

(214) 390-2848

Phone



Contractor's Signature

Design Engineer's Signature

Design Engineer's Signature

Copies: Contractor (2)
Department
City Secretary



Project Manager

Department Director

Fin. & Strat. Services Representative

City Manager

Council Agenda: Agenda Date _____
(if applicable) Item Number _____
Approved _____

Work Session and Regular Meeting

12.

Meeting Date: 07/09/2019

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management

AGENDA CAPTION:

Consider Action to Approve **Change Order #3 to Flow-Line Construction, Inc., for the Construction of the Vitruvian Phase 5 Public Infrastructure Project Increasing the Construction Fee, and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed \$58,498.

BACKGROUND:

Change Order #3 addresses changes due to unforeseen field conditions found during construction or that were requested by the Town. The change order amount is based on contractor's unit costs.

On January 10, 2017, Council approved a contract with Flow-Line Construction, Inc. (Flow-Line) for the construction of Vitruvian Phase 5 public infrastructure. The scope of work for Vitruvian Phase 5 public infrastructure includes a new public roadway and the associated streetscape and utility improvements along the east right-of-way line of Marsh Lane and the north right-of-way line of Vitruvian Way. Construction services for the new public roadway include water, wastewater, storm drainage, paving, electric duct bank, telecommunications duct bank, miscellaneous conduits, landscaping, irrigation, and streetscape improvements.

Improvements along Marsh Lane include the extension of water, wastewater, storm drainage, and gas main improvements along with streetscape, landscaping, and irrigation modifications. Improvements along Vitruvian Way include the addition of parallel parking spaces to the existing street section along with streetscape, landscape, irrigation and miscellaneous utility improvements from the Marsh Lane intersection to the existing Ponte Avenue intersection.

The following additional items are included in Change Order #3:

- Sidewalk removal and replacement
- Asphalt removal and replacement
- Concrete pavement removal and replacement
- Curb and gutter removal and replacement
- Flexible base removal and replacement
- Water line removal and replacement

- Irrigation sleeves
- Tree replacement

Change Order #1 approved a \$24,939.81 cost increase and added 55 days for quantity and material modifications and the Westgate Lane schedule coordination.

Change Order #2 approved a \$45,192.56 cost increase for quantity adjustments. There was no change in contract time for this Change Order.

Change Order #3 will increase Flow-Line's construction contract value from \$3,893,205 to \$3,951,703.37 and will add 180 days to the contract duration.

Funding for these improvements is from the May 2012 Bond Funds (included in Proposition 1). The project costs were budgeted in Fiscal Year 2019, and there are enough funds to cover known costs.

RECOMMENDATION:

Administration recommends approval.

Attachments

Vitruvian Phase 5 Change Order #3



TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 3
Project Name: **VITRUVIAN PARK PUBLIC INFRASTRUCTURE – BLOCK 200**
Project Number(s): **16-09**
Project Manager: **UDR Inc.**
Date: **5/29/19**

A. **INTENT OF CHANGE ORDER**

- a. Increase contract quantities to final field measured and approved quantities of work from the original contract.

B. **DESCRIPTION OF CHANGE**

- a. Included in this change order is the funding to compensate the contractor for additional work not included in the original contract due to unforeseen field conditions and changes in scope during construction. Additional work was performed through the various existing original contractual line items. The final installed work was field measured, and changes documented on the red line as-built drawings. Additional work performed included but was not limited to: sidewalk removal and replacement, asphalt removal and replacement, concrete pavement removal and replacement, curb and gutter removal and replacement, flexible base removal and replacement, water line removal and replacement, irrigation sleeves and tree replacement. The change order funding amount of \$58,498.00 is based on contractor's estimate of costs.

C. **REASON FOR CHANGE**

- a. Final Installed quantity was different than what was stated on the original contract. The changes have been field measured, documented on red line as-built drawings, and approved.

D. EFFECT OF CHANGE ON CONTRACT PRICE

This change order will have the following effect on the cost of this project:

Item Number/Description	Quantity	UT	Amount
QUANTITY ADJUSTMENTS (Bid vs. Actual)			
11. For Sawcutting, Removal & Recycling of Existing Asphalt Street Pavement. <i>(See Sheet 08 in the attached As-Built red line documents for location. East end of Proposed Westgate Lane)</i>	46	SY	\$460.00
13. For Sawcutting, Removal & Recycling of Existing Concrete Sidewalk Pavement. <i>(See Sheet 08 in the attached As-Built red line documents for location. Along East side of Marsh Lane and on the east end of Vitruvian Way)</i>	1,586	SF	\$3,172.00
29. For Furnishing and Placing 8" Reinforced Concrete Street Pavement (4200 PSI). <i>(See Sheet 08 in the attached As-Built red line documents for location. On Westgate, pavement with unit paver bands not originally in our scope. Drawings did not indicate this work to be performed by us. Town of Addison requested us to perform the work)</i>	36	SY	\$4,140.00
32. For Constructing 6" Reinforced Concrete Curb and Gutter. <i>(See Sheet 08 in the attached As-Built red line documents for location. East end of Westgate Lane. Limits where extended at the request of the Town of Addison.</i>	3	LF	\$150.00
34. For Furnishing and Placing 4-inch thick Reinforced Concrete Sidewalk Pavement <i>(Additional sidewalk as directed by Town of Addison. Please reference Sheet 08 showing SF of extra sidewalk along March Lane and Vitruvian Way.)</i>	1,586	SF	\$12,688.00
35. For Furnishing and Placing 4" Crushed Limestone Flex Base <i>(Additional flex base under proposed asphalt pavement as directed by Town of Addison. Please reference sheet 08 showing the location and additional area of limestone base, asphalt base, asphalt surface course and emulsion)</i>	63	SY	\$1,575.00
36. For Furnishing and Placing 4" HMAC Type "B" Base Course <i>(Additional asphalt base as directed by Town of Addison. Please reference sheet 08 showing the location and additional area of limestone base, asphalt base, asphalt surface course and emulsion)</i>	46	SY	\$1,932.00
37. For Furnishing and Placing 2" HMAC Type "D" Base Course <i>(Additional asphalt surface as directed by Town of Addison. Please reference sheet 08 showing the location and additional area of limestone base, asphalt base, asphalt surface course and emulsion)</i>	46	SY	\$1,058.00
38. For Furnishing and Placing Emulsion Asphalt Membrane (MS-2)(0.2 Gal/SY) <i>(Additional asphalt emulsion as directed by Town of Addison. Please reference sheet 08 showing the location and additional area of limestone base, asphalt base, asphalt surface course and emulsion)</i>	10	GAL	\$520.00
39. For Furnishing, Laying and Compacting Short Term Asphalt Pavement Repair <i>(Additional Temporary pavement installed over electrical duct bank trench on the East End of Westgate Lane as directed by Town of Addison, to maintain access to apartments. Please reference sheet 64 showing</i>	475	SF	\$5,225.00

<i>the location and additional area of temp asphalt pavement)</i>			
71. For Removal and Disposal of 8" Water Line <i>(Water Line E had to be extended to the south to be able to connect to the existing WL Cap. In addition, the existing 8" wl was in conflict and it required additional removal to be able to extend the proposed WL-E. Please reference sheet 42)</i>	26	LF	\$468.00
78. For Furnishing and Installing 12-Inch PVC Water Pipe by Open Cut with Std. Embedment <i>(Water Line E had to be extended to the south to be able to connect to the existing WL Cap. Please reference sheet 42)</i>	12	LF	\$960.00
91. For Furnishing and Installing Ductile Iron Full Bodied Mechanical Joint Type Fittings w/ Restraining Glands for Water Pipe. <i>(Due to installation depths of the proposed 12" WL to clear utility conflicts, the fire hydrant leads for WL-E STA 4+59 and STA 7+62 required additional fittings to bring the fire hydrant up to proper grade. Please reference sheet 42 and 43.)</i>	.04	TON	\$280.00
133. For Furnishing and Installation of Ground Box, Type A <i>(Added scope due to plan revision. Please reference Sheet 67)</i>	1	EA	\$1,000.00
134. For Furnishing and Installation of 1-6" and 1-2" Schedule 40 PVC Irrigation Conduit <i>(Original quantity was for installing 1 sleeve. 2 sleeves were installed at each location so the quantity of work doubled. Please reference sheet 79)</i>	229	LF	\$6,870.00
170. For Furnishing and Installing "High Rise" Live Oak, 6" Caliper, Single Trunk <i>(Trees did not survive due to lack of irrigation system. Power could not be established due to coordination issues with oncor. City installed a solar powered irrigation controller and then asked us to replace the 4 dead trees. Please reference sheet 83)</i>	4	EA	\$18,000.00
Original Contract Amount			\$3,823,868.00
Total Contract Amount (Including Previous Change Orders)			\$3,893,205.37
Amount of this Change Order			\$58,498.00
Revised Contract Amount			\$3,951,703.37
Total % Increase/Decrease (Including Previous Change Orders)			3.34%

E. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change will add the following time to the contract:

Item Number/Description	Quantity
Quantity Modifications	30
Coordination and Resequencing to Accommodate Building GC	60
Unforeseen Conditions (Oncor Delays, FM Delays, Tie in Delays)	60
Spring Valley Crossing	30

Original Contract Time (in days)	180
Total Contract Time Including Previous Change Orders (in days)	180
Increase/Decrease in Time from this Change Order (in days)	180
Revised Contract Time (in days)	360

F. **AGREEMENT**

By the signatures below, duly authorized agent of the Town of Addison, Flow-Line Construction, Inc. do hereby agree to append this Change Order Number 1 to the original contract between themselves, dated 04/10/2018 (insert original contract date).

Flow-Line Construction, Inc.

P.O. Box 600881

Dallas TX 75360
City State Zip

(214) 390-2848
Phone


Contractor's Signature

Design Engineer's Signature

Design Engineer's Signature

Copies: Contractor (2)
Department
City Secretary


Project Manager

Department Director

Fin. & Strat. Services Representative

City Manager

Council Agenda: Agenda Date _____
(if applicable) Item Number _____
Approved _____

Work Session and Regular Meeting

13.

Meeting Date: 07/09/2019

Department: Finance

Pillars: Excellence in Asset Management
Excellence in Transportation Systems

Milestones: Maintain all roads in an acceptable condition

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss and Consider Action on a **Resolution Relating to the Giving of Notice of Intention to Issue Town of Addison, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019 and Providing an Effective Date.**

BACKGROUND:

The attached resolution provides notice that the Town intends to issue certificates of obligation in an amount not to exceed \$18,000,000; that amount encompasses the proposed streets, infrastructure and issuance costs related to the reconstruction of Midway Road and public infrastructure projects related to the Vitruvian redevelopment. The resolution also requires that the notice be published two consecutive weeks at least 30 days before the proposed sale. These certificates of obligation will be used for the following purposes:

- On November 13, 2018, the City Council discussed issuing Certificates of Obligation to fund the estimated \$41 million reconstruction of Midway Road. In 2012 voters approved \$16 million in funding for this reconstruction project. \$3 million is being spent on the design of the project, \$13 million is available for construction. However, the total project estimate is \$41 million so there is a funding gap of approximately \$25 million. The Town will be issuing \$15,000,000 in Certificates of Obligations for the purpose of reconstruction of Midway Road. The issuance of additional Certificates of Obligations will be pursued to pay for the reconstruction project as they are needed.
- The Council approved Master Facilities Agreement that governs the commitments between the Town of Addison and UDR for the redevelopment of the area generally known as Vitruvian identified the issuance of Certificates of Obligation as one of the funding sources for the Town's obligation to provide public infrastructure. In accordance with the Master Facilities Agreement, the Town will be issuing

\$3,000,000 in Certificates of Obligations for the purpose of funding streetscape, road, and well-site improvements associated with the development.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Notice of Intention to Issue Certificates of Obligation

Presentation - Notice of Intention to Issue Certificates of Obligation

RESOLUTION NO. R19-__

**A RESOLUTION RELATING TO THE GIVING OF NOTICE OF INTENTION TO
ISSUE TOWN OF ADDISON, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2019 AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the Town of Addison, Texas (the “Town”), pursuant to Subchapter C, Chapter 271, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation for the purpose of paying contractual obligations to be incurred for the purposes set forth below; and

WHEREAS, the City Council of the Town has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law;

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

SECTION 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

SECTION 2. The City Secretary of the Town is hereby authorized and directed to issue a notice of intention to issue certificates of obligation in substantially the following form, with such changes as may be approved by the City’s bond counsel:

**NOTICE OF INTENTION TO ISSUE TOWN OF ADDISON,
TEXAS COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION, SERIES 2019**

NOTICE IS HEREBY GIVEN that on September 10, 2019, the City Council of the Town of Addison, Texas, at 7:30 p.m. at a regular meeting of the City Council to be held in the Council Chambers at the Addison Town Hall, 5300 Belt Line Road, Dallas, Texas 75254, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of not to exceed \$18,000,000 principal amount of Combination Tax and Revenue Certificates of Obligation, in one or more series, for the purpose of paying contractual obligations incurred for the following purposes, to wit: (i) engineering, constructing, reconstructing, improving, repairing, developing, extending and expanding streets, thoroughfares, bridges, interchanges, intersections, grade separations, sidewalks and other public ways of the Town, including related streetscape improvements, public utility improvements, storm drainage facilities and improvements, signalization and other traffic controls, street lighting, and the acquisition of land therefor, (the “Project”); and (ii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate within the limits provided by law. The Certificates shall

have a maximum maturity date within the limits provided by law. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's waterworks and sewer system, such pledge of surplus revenues being limited to \$1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the Town of Addison, Texas.

GIVEN THIS July 9, 2019.

/s/ Irma Parker City Secretary
Town of Addison, Texas

SECTION 3. The foregoing notice in Section 2 shall be published once a week for two consecutive weeks, the date of the first publication being not less than the thirtieth-first (31st) day prior to the date set forth in the foregoing notice for passage of the ordinance or ordinances authorizing the Combination Tax and Revenue Certificates of Obligation. Such notice shall be published in a newspaper of general circulation in the area of the Town of Addison, Texas.

SECTION 4. That this resolution shall take effect from and after the date of its passage.

PRESENTED, PASSED, APPROVED and EFFECTIVE this July 9, 2019.

[Signature Page Follows]

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

*Signature Page – Notice of Intent Resolution
Combination Tax and Revenue Certificates of
Obligation Series 2019*



Contacts:

Nick Bulaich

Managing Director

777 Main Street

Suite 1200

Fort Worth, Texas 76102

817.332.9710

nick.bulaich@hilltopsecurities.com

Adam LanCarte

Vice President

777 Main Street

Suite 1200

Fort Worth, Texas 76102

817.332.9710

adam.lancarte@hilltopsecurities.com

City Council Meeting
Discussion of Combination Tax & Revenue Certificates of Obligation, Series 2019



July 9, 2019

Town of Addison, Texas

Presentation Overview

- Town of Addison, Texas
 - *Plan of Finance*
 - *Market Conditions*
 - *Estimated Timetable*

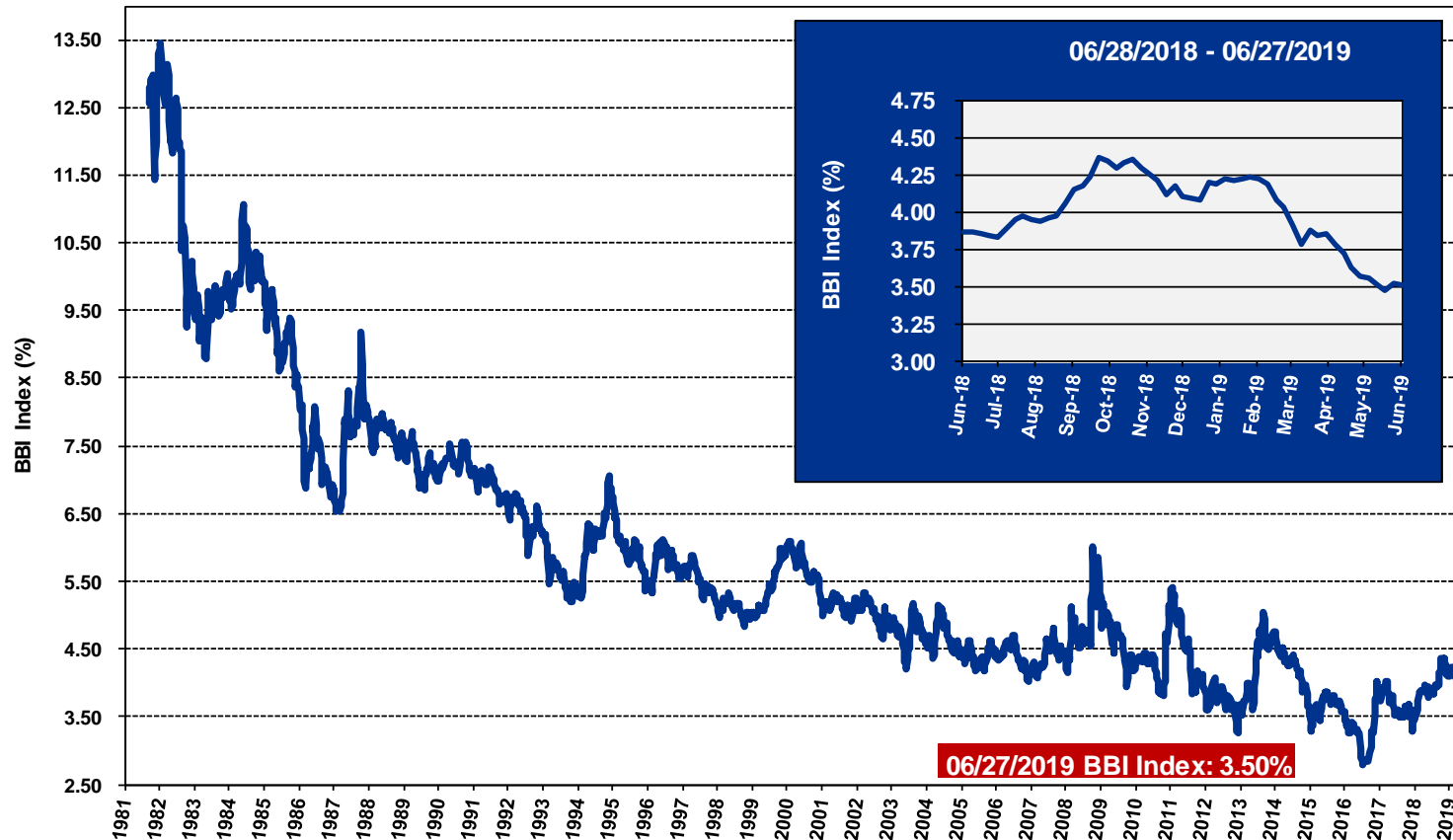
Town of Addison - Plan of Finance

- New money financing of approximately \$18 million
 - Funds \$15 million to begin Midway Road reconstruction
 - 20 year term
 - Level debt service
 - Approximate estimated average annual payment of \$1,000,000
 - Funds \$3 million for street projects related to Vitruvian Park West 2 and Vitruvian Park West 3, well-site improvements, and Bella Lane to Alpha Road
 - 20 year term
 - Level debt service
 - Approximate estimated average annual payment of \$200,000
 - Estimated total average annual payment of \$1.2 million

- To be sold via competitive sale on September 10, 2019
 - Estimated rate as of 7/02/2019: 3.00%

Town of Addison - Market Conditions

Bond Buyer 20 Year GO Index September 1981 - June 27, 2019



Bond Buyer 20 Year GO Index is a weekly index estimating the composite yield on 20 general obligation bonds rated "A" or better.

This graph depicts historical interest rates. Future interest rates are dependent upon many factors such as, but not limited to, interest rate trends, tax rates, the supply and demand of short term securities, changes in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of changes in such factors individually or in any combination could materially affect the relationships and effective interest rates. These results should be viewed with these potential changes in mind as well as the understanding that there may be interruptions in the short term market or no market may exist at all.

Town of Addison – Estimated Timeline

Jul-19							Aug-19							Sep-19							Oct-19						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Complete By	Day	Event
9-Jul-19	Tuesday	City Council passes resolution authorizing Notice of Intent Publication for Certificates of Obligation
24-Jul-19	Wednesday	Prepare initial draft of Preliminary Official Statement & send to Town and Bond Counsel for review
2-Aug-19	Friday	Receive information to complete Official Statement from Town and Bond Counsel
7-Aug-19	Wednesday	Provide revised draft of Preliminary Official Statement and draft Notice of Sale to working group for review Send draft Preliminary Official Statement to credit rating agencies
8-Aug-19	Thursday	First Publication of Notice of Intent to Issue Certificates no later than August 9, 2019
15-Aug-19	Thursday	Second Publication of Notice of Intent to Issue Certificates (same day of the week following 1st publication)
19-Aug-19	Week of	Rating Calls
29-Aug-19	Thursday	Receive Credit Ratings and final comments to Notice of Sale and Preliminary Official Statement
30-Aug-19	Friday	Distribute Preliminary Official Statement electronically to potential purchasers
10-Sep-19	Tuesday	Bond Sale: Take Bids and Award Bonds and Certificates
18-Sep-19	Wednesday	Print Final Official Statement
10-Oct-19	Thursday	Closing and delivery of funds

Work Session and Regular Meeting

14.

Meeting Date: 07/09/2019

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Located at 4355 Beltway Drive, Which Property is Currently Zoned Planned Development (PD) Through Ordinance O95-007, by Amending the Permitted Uses to Allow for the Sale of Alcoholic Beverages for On-Premises Consumption Only Upon Approval of a Special Use Permit, and by Approving Such Special Use Permit. Case 1801-Z/Holiday Inn.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 18, 2019, voted to recommend approval of an ordinance changing the zoning on property located at 4355 Beltway Drive, which property is currently zoned Planned Development (PD) through Ordinance O95-007, by amending the permitted uses to allow for the sale of alcoholic beverages for on-premises consumption only upon approval of a Special Use Permit, and by approving such Special Use Permit, subject to the following condition:

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

Voting Aye: Catalani, 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 - 1801-Z Holiday Inn

1801-Z Staff Report

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING ORDINANCE NO. O95-007 THAT ZONES AS PLANNED DEVELOPMENT (PD) DISTRICT PROPERTY LOCATED AT 4355 BELTWAY DRIVE, BY AMENDING THE PERMITTED USES AND BY GRANTING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISES ONLY; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); AND PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, at its regular meeting held on June 18, 2019, the Planning & Zoning Commission considered and made recommendations on a request to amend Planned Development District O95-007, to provide for an additional permitted use. (Case No.1801-Z); 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. 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. Ordinance No. O95-007, is hereby amended to add the sale of alcoholic beverages through a Special Use Permit in addition to all other uses permitted under the existing Planned Development District.

Section 3. That a Special Use Permit authorizing the sale of alcoholic beverages for on-premises consumption only, on the property located at 4355 Beltway Drive, 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 1,690 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 ensure 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 4. 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 5. 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 6. 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 7. 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 9th day of July, 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

CASE NO: 1801-Z/Holiday Inn

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

Ordinance No. _____

Exhibit A

Exhibit A

GENERAL NOTES

OWNER

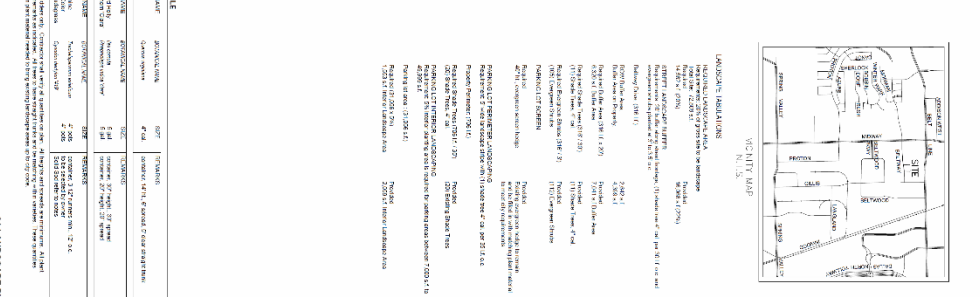
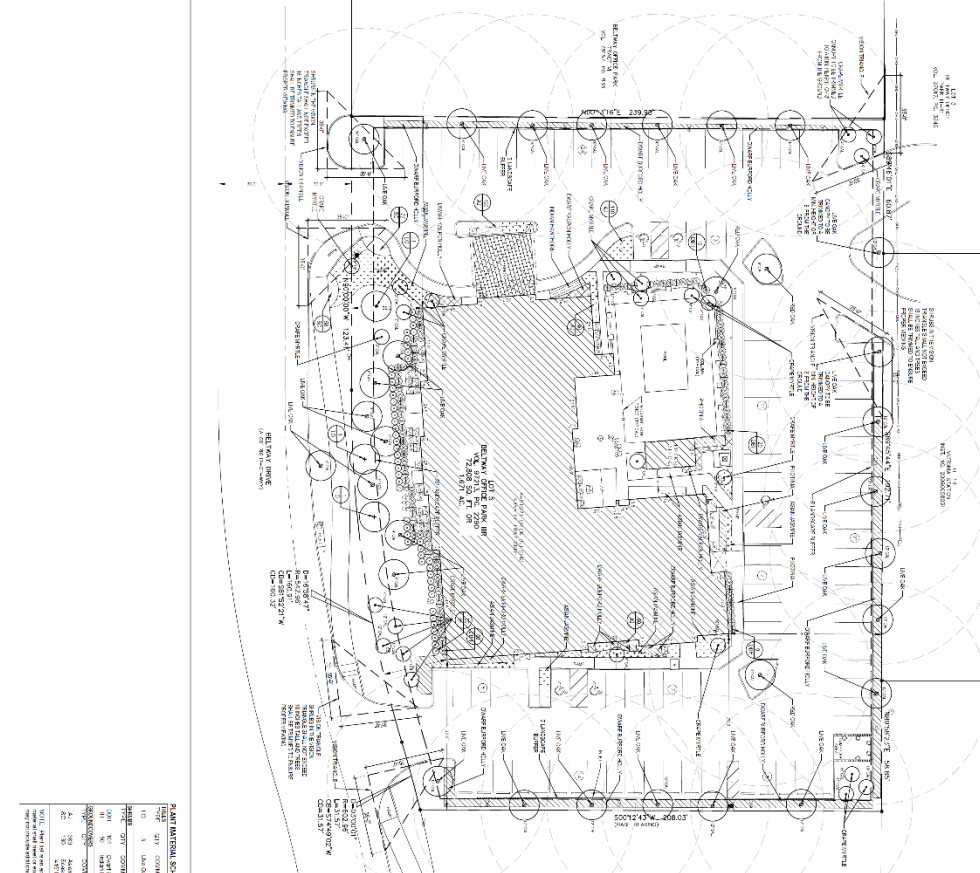
ARCHITECT

LANDSCAPE ARCHITECT

ACTION



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Ordinance No

06-10-2019 INITIAL SUBMITTAL
TO CITY OF ADDISON FOR SLIP
APPLICATION.

06-10-2019 FINAL SUBMITTAL
TO CITY OF ADDISON FOR SLIP
APPLICATION.


1  **No**

2

HOLIDAY INN
BY IHG
435 BELTWAY DRIVE
ADDISON, TEXAS 75001



MAVRE & ASSOCIATES, L.P.
Architects • Planners • Construction Managers



10401 Quorum Dr.
Houston, Texas 77036
Phone: (713) 865-1000 Fax: (713) 865-1001
www.mavre.com/ma/houston

TEAL

LANDMARK ARCHITECT
3100 GULF SHORE BLVD.
SUITE 1000
7701 W. MAEDEN RD.
ALBUQUERQUE, NM 87103
(505) 261-4448
WWW.LANDMARKARCHITECT.COM

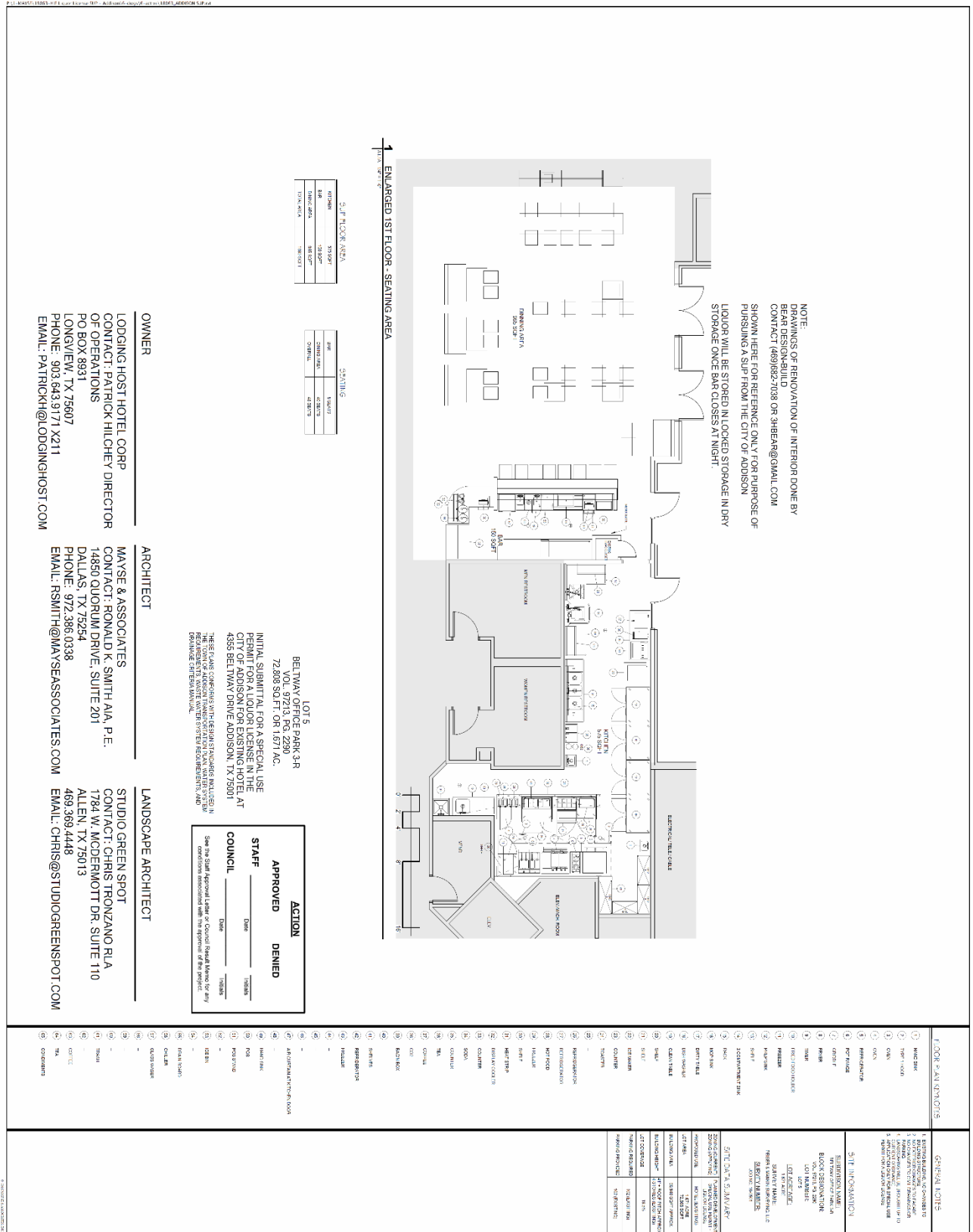
Exhibit A

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0.5.3-44356F1-10F07-ART 4 Issues & Answers (2019) - 2nd Edition (4-10-2019) - 10363 - A 2546001-0113.pdf

[illegible]

Exhibit A

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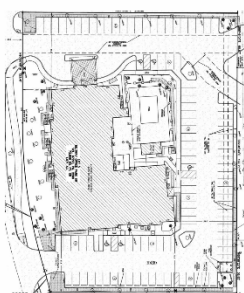
<p>DATE: 06/10/2019 06/10/2019 12003 SUP TOWN OF LEE 1ST FLOOR PLAN</p>	<p>LOGGING HOST HOTEL CORP AS AGENT FOR SMO MOBILITY LLC</p> <p>NO. 12003 SUP, 1ST FLOOR 1ST FLOOR PLAN 12003 SUP</p> <p>DATE: 06/10/2019</p>	<p>HOLIDAY INN BY IHG</p> <p>4355 BATTYWAY DRIVE ADDISON, TEXAS 75003</p>
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<p>DATE: 06/10/2019 06/10/2019 12003 SUP TOWN OF LEE 1ST FLOOR PLAN</p>	<p>LOGGING HOST HOTEL CORP AS AGENT FOR SMO MOBILITY LLC</p> <p>NO. 12003 SUP, 1ST FLOOR 1ST FLOOR PLAN 12003 SUP</p> <p>DATE: 06/10/2019</p>	<p>HOLIDAY INN BY IHG</p> <p>4355 BATTYWAY DRIVE ADDISON, TEXAS 75003</p>
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Ordinance No.

Exhibit A

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LODGING HOST HOTEL CORP
CONTACT: PATRICK HILCHEY DIRECTOR
OF OPERATIONS
PO BOX 8931
LONGVIEW, TX 75607
PHONE: 903.643.9171 X211
EMAIL: PATRICKH@LODGINGHOST.COM

MAYSE & ASSOCIATES
CONTACT: RONALD K. SMITH AIA, P.E.
14850 QUORUM DRIVE, SUITE 201
DALLAS, TX 75254
PHONE: 972.386.0338
EMAIL: RSMITH@MAYSEASSOCIATES.COM

STUDIO GREEN SPOT
CONTACT: CHRIS TRONZANO R/LA
1784 W. MCDERMOTT DR. SUITE 110
ALLEN, TX 75013
469.369.4448
EMAIL: CHRIS@STUDIOGREENSPOT.COM

OWNER

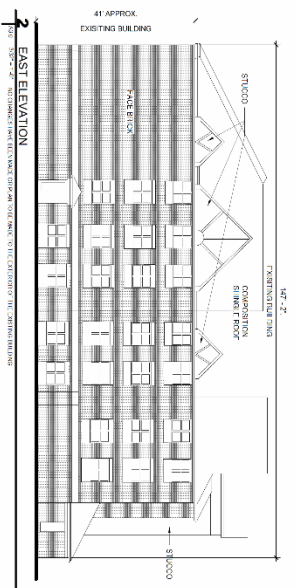
LODGING HOST HOTEL CORP
CONTACT: PATRICK HILCHEY DIRECTOR
OF OPERATIONS

ARCHITECT

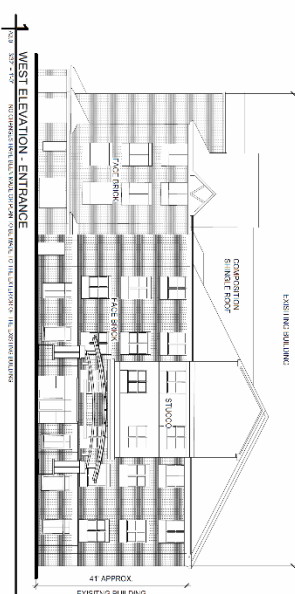
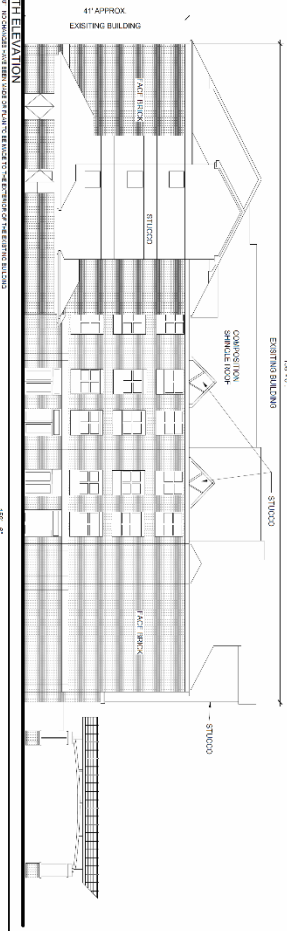
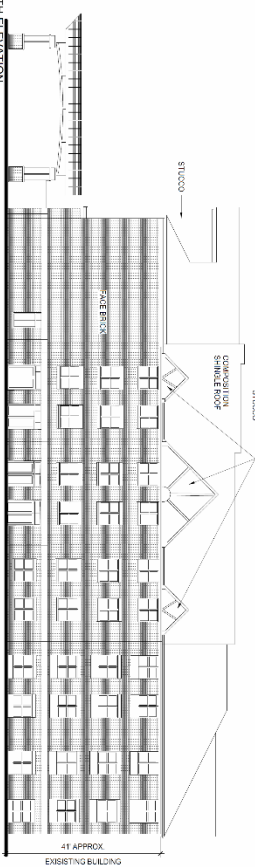
MAYSE & ASSOCIATES
CONTACT: RONALD K. SMITH AIA, P.E.
14850 QUORUM DRIVE, SUITE 201

LANDSCAPE ARCHITECT

STUDIO GREEN SPOT
CONTACT: CHRIS TRONZANO R/LA
1784 W. MCDERMOTT DR. SUITE 110



3 SOUTH ELEVATION



EXISTING BUILDING

LOT 5
BELTWAY OFFICE PARK 3R
VOL. 91213, PG. 2290
72,808 SQ. FT. OR 1.671 AC.
INITIAL SUBMITTAL FOR A SPECIAL USE
PERMIT FOR A LIQUOR LICENSE IN THE
CITY OF ADDISON FOR EXISTING HOTEL
4355 BELTWAY DRIVE ADDISON, TX 75001

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

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

LANDSCAPE ARCHITECT

STUDIO GREEN SPOT
CONTACT: CHRIS TRONZANO R/LA
1784 W. MCDERMOTT DR. SUITE 110

5TH DATA SUMMARY

UNION JOB	UNION AREA
HOTEL, RESTAURANT	UNION AREA
1077 ACRES	UNION AREA
77,000,000	UNION AREA
10,000,000,000	UNION AREA

18063 SUP

TOWN PROJECT NUMBER
1501504

SHEET NO
EXTERIOR ELEVATIONS

STREET FRONT

A3.0

INVEST & ASSOCIATES, INC.
 Architecture • Planning • Construction Management[illegible]

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION

[illegible]

Engineer

**HOLIDAY IN
BY IHG**



LODGING HOST HOTEL
CORP AS AGENT FOR
SMD HOSPITALITY LLC

No

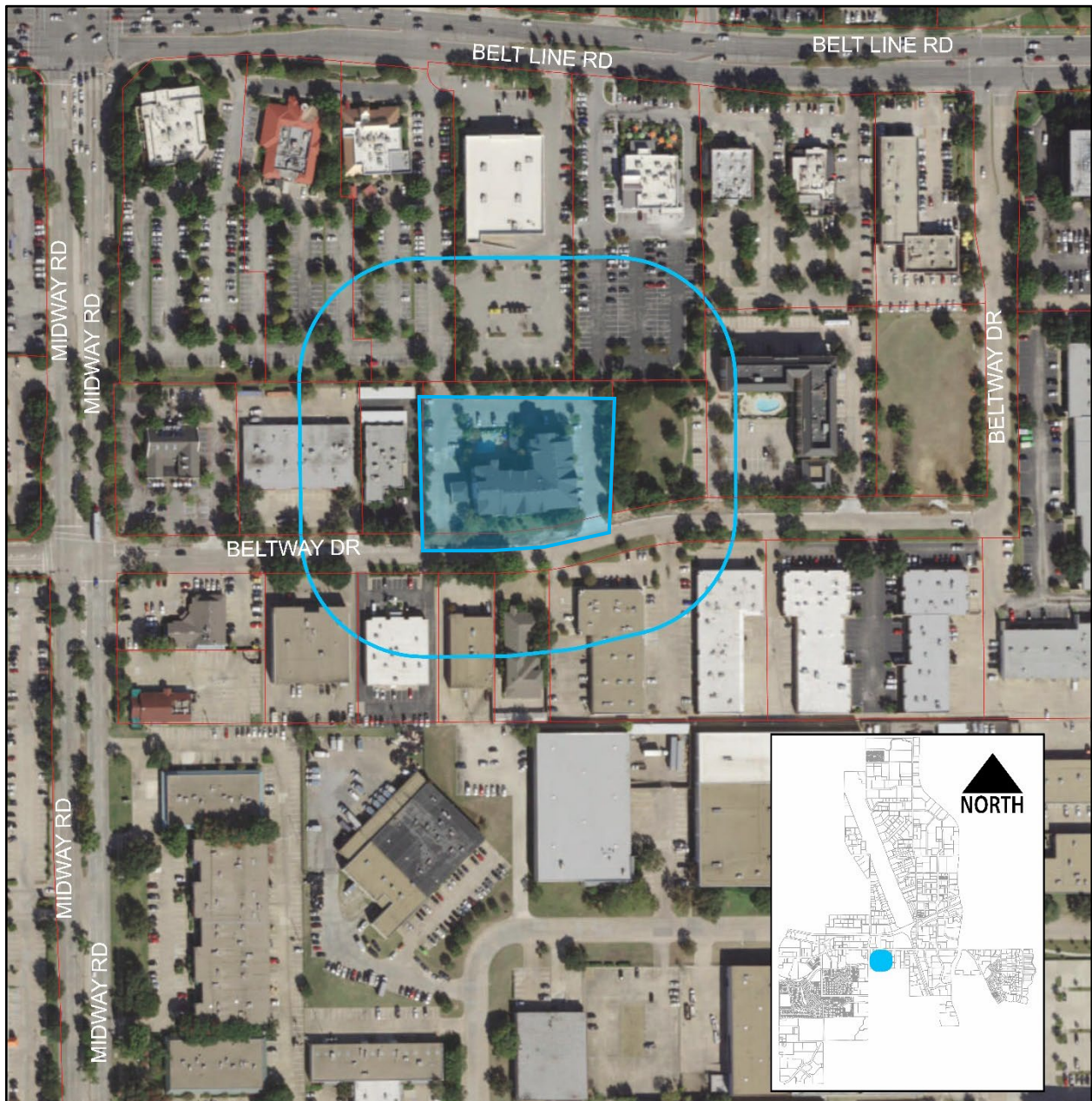
06/10/2019

Ordinance No.

1801-Z

PUBLIC HEARING Case 1801-Z/Holiday Inn. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 4355 Beltway Drive, which property is currently zoned Planned Development (PD) through Ordinance O95-007, by amending the permitted uses to allow for the sale of alcoholic beverages for on-premises consumption only upon approval of a Special Use Permit, and by approving such Special Use Permit.

LOCATION MAP





June 14, 2019

STAFF REPORT

RE: Case 1801-Z/Holiday Inn

LOCATION: 4355 Beltway Drive

REQUEST: Approval of an amendment to the existing Planned Development District zoning to allow for the sale of alcoholic beverages for on-premises consumption only with approval of a Special Use Permit, and for approval of such Special Use Permit, in order to permit Holiday Inn to sell alcoholic beverages to their customers for on-premises consumption only, within the hotel's dining area

APPLICANT: Michael Stubbs, Mayse & Associates

DISCUSSION:

Background: The 1.671-acre property located at 4355 Beltway Drive has been operating as a hotel since 1995, through Ordinance O95-007. Currently operating under the Holiday Inn brand, the hotel underwent extensive renovations in the last two years, transitioning the hotel from a Holiday Inn Express & Suites to Holiday Inn & Suites, which included the expansion of the kitchen, dining area, and creation of a bar area.

At the time of the renovation, the intent was to utilize the bar area for non-alcoholic beverages, however, the Holiday Inn brand standards require all Holiday Inn & Suites to provide alcohol service. Ordinance O95-007 provides for a hotel use, but not alcohol sale. In order to allow alcohol sales on premises, the permitted uses of Ordinance O95-007 have to be amended and a Special Use Permit obtained. Therefore, in order to maintain operations under the Holiday Inn brand, the applicant is requesting to amend the existing ordinance and to approve a Special Use Permit to allow the sale of alcohol beverages for on premises consumption only, within the newly renovated dining area.

The site was developed in 1995 and was required to abide by the zoning requirements in place at that time. The current landscaping regulations were approved in 2008, meaning that this site, as it is today, is exempted from these regulations. However, they become applicable at such time a property is rezoned, including an application for a Special Use Permit.

Proposed Plan: The applicant is requesting approval of an amendment to the permitted uses in existing Ordinance O95-007 to allow for the sale of alcoholic beverages for on-premises consumption only with approval of a Special Use Permit, and approval of such Special Use Permit to allow alcohol service within a total of 1,690 square feet. The Special Use permit area is inclusive of the of dining, bar, and kitchen, located on the ground floor of the hotel, just off the lobby and entrance area. The space will seat a total of 48 people, 40 seats in the dining area and eight seats at the bar.

Parking: Hotels are required to be parked at a ratio of 1 parking space per room. The hotel has 100 rooms and provides 102 parking spaces on site. Since the dining area is meant for guests only and will not be advertised for the use of the general public, no additional parking is required.

Landscaping: The proposed Landscape Plan has been reviewed by the Parks Department to ensure compliance with the Town's Landscape Ordinance. The applicant will be removing some of the hedges along the northern property line, where parking lot access is provided to the adjacent property, in order to comply with visibility triangle regulations. The applicant will also plant additional shrubs along the west, north, and east property lines in order to comply with parking lot screening and replace dead/missing shrubs and groundcover throughout the property.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

In 2015, the Town amended the definition of a hotel by requiring certain amenities for hotels including 5,000 square feet of meeting space. This was intended to encourage more full-service concepts. By doing so, this property was made non-conforming because, while it has two meeting rooms, it does not provide enough meeting space to meet the revised requirements. The hotel has made significant efforts to upgrade and renovate the property to provide higher quality accommodations under the Holiday Inn & Suites brand. In order to be able to maintain the brand, the hotel is required to provide alcohol service to its customers for on premises consumption. Staff believes the changes that have been made move the property closer to the intent of the revised definition.

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 1801-Z/Holiday Inn

June 18, 2019

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 18, 2019, voted to recommend approval of an ordinance changing the zoning on property located at 4355 Beltway Drive, which property is currently zoned Planned Development (PD) through Ordinance O95-007, by amending the permitted uses to allow for the sale of alcoholic beverages for on-premises consumption only upon approval of a Special Use Permit, and by approving such Special Use Permit, subject to the following condition:

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

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

Voting Nay: none

Absent: Wheeler

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

A black and white photograph of a multi-story brick hotel building. The central section of the building features a light-colored facade with a large 'H' logo and the 'Holiday Inn' text. Below this, a wide, arched entrance canopy supported by white columns covers the main entrance. A white delivery truck is parked under the canopy. The building has numerous windows with white frames. The sky is overcast.

[illegible]

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 800-947-7868 • www.mayne.com



18481 Canyon Blvd., Suite 100
Dallas, Texas 75244
Phone: (972) 353-8338 Fax: (972) 353-8339
www.mayseassociates.com

DATE: 06/16/97
BY: RSM
REVISION: 8/25/97

SCALE: 1" = 20'



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Engineer

HOLIDAY INN BY IHG

4355 BELTWAY DRIVE
ADDISON, TEXAS 75001



LODGING HOST HOTEL
CORP AS AGENT FOR
SND HOSPITALITY LLC

Revisions:
05.10.2019 INITIAL SUBMITTAL
TO CITY OF ADDISON FOR SUP
APPLICATION
06.10.2019 FINAL SUBMITTAL
TO CITY OF ADDISON FOR SUP
APPLICATION

1" = 20' No
2

date
06/10/2019

job no.
18063 SUP

TOWN PROJECT NUMBER
1803-SUP

sheet title
UTILITY & LANDSCAPE
OVERLAY

sheet no.

C5.A

GENERAL UTILITY NOTES.

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, NORTH CENTRAL TEXAS, (2003), COPIES MAY BE OBTAINED FROM THE NORTH CENTRAL COUNCIL OF GOVERNMENTS' P.O. BOX 600, ARLING, TEXAS 76005-0686. 2. PH 817 453-3350.

2. REFINISHING SHALL CONFORM TO THE "TEXAS MANUAL ON SANITARY 1-4-91 CONTROL DEVICES", REVISION NO. 4.
3. THE PREPARATION OF PLANS AND SPECIFICATIONS, THE ENGINEER HAS UNDERTAKEN TO THE BEST OF HIS ABILITY AND KNOWLEDGE, BUT HE DOES NOT GUARANTEE THAT ALL LINES OR STRUCTURES HAVE BEEN SHOWN ON THE PLANS.

4. THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE, AND THERE MAY BE OTHER UNKNOWN UTILITIES EXISTING NOT SHOWN ON THE PLANS THAT SHOULD BE VERIFIED AND PROTECTED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. SEE NO. 50 OF THE NOTES.
5. SUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO:

6. PREVENT ANY DAMAGE TO PROPERTY, OWNER'S PLANTS, TREES, SHRUBS, ETC.
7. PROTECT ACCESS TO ALL SERVICES DURING CONSTRUCTION.
8. NOTIFY ALL CITY COMPANIES AND VERIFY LOCATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
9. LONG STAR GAS COMPANY 972-235-4554
TE. CABLE 974-300-7549
OFF 972-336-3627
TO ELECTRIC 974-503-8025
CITY OF ADDISON 972-454-3500

10. ALL FENCES, SIGNS, PROPERTY MONUMENTS, WATER AND SANITARY SEWER SERVICES OR COLLARS REMOVED OR DAMAGED DURING CONSTRUCTION WILL BE REPAIRED OR REPLACED TO AS GOOD A CONDITION OR BETTER THAN THE EXISTING.
11. THE CONTRACTOR SHALL CONTACT THE TOWN OF ADDISON WATER DIVISION AT 972-454-3500 FOR THE OPERATION OF ALL GATE VALVES.

12. THE CONTRACTOR SHALL NOTIFY ENGINEERS INSPECTION 48 HOURS IN ADVANCE FOR ALL WATER OR WASTEWATER LOCATIONS AND FOR PERMISSION TO INTERRUPT WATER SERVICE.
13. SEEKING, SHOVING AND BRUING: THE CONTRACTOR WILL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. TRENCH SHIELDING SHALL MEET EQUIVALENT SAFETY AND HEALTH STANDARDS (OSHA STANDARDS THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION). SHIELDING, GUARDING AND SIGNS WILL BE REQUIRED WHEN EXCAVATING TRENCHES FOR UTILITY LINES. ALL EXCAVATION SHALL BE PROTECTED BY SHIELDING, GUARDING AND SIGNS. THE CONTRACTOR SHALL MAINTAIN DETAILED PLANS AND INFORMATION FOR TRENCH SAFETY SYSTEMS THAT MEET OSHA STANDARDS THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION. AFTER TRENCH EXCAVATION HAS BEEN COMPLETED, THE CONTRACTOR SHALL MAINTAIN TRENCH EXCAVATION WITH A DEPTH OF TWO (2) FEET. THESE PLANS WILL BE SCALED BY AN ENGINEER REGISTERED BY THE STATE OF TEXAS AND SUBMITTED TO THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.

14. THE MAXIMUM DEFLECTION OF PIPE JOINTS SHALL NOT EXCEED THAT RECOMMENDED BY THE PIPE MANUFACTURER. IF IT IS NECESSARY TO DEFLECT THE PIPE GREATER THAN THE RECOMMENDED AMOUNT, THE CONTRACTOR SHALL PROVIDE FITTINGS OR SPECIAL DETAIL OF CONSTRUCTION.
15. THE CONTRACTOR SHALL REPLACE ALL DISTURBED PAVEMENT MARKERS, BUTTING, ETC. AT THEIR OWN EXPENSE.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OUTSIDE OF THE UNPAVED WORK AREA WITH EQUAL OR BETTER QUALITY MATERIAL AT THE CONTRACTOR'S EXPENSE.

WATER LINE GENERAL NOTES

1. ALL WORK AND MATERIALS, UNLESS OTHERWISE NOTED, SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR TOWN OF ADDISON.
2. ALL SERVICE LINES OF PVC PIPE, REGARDLESS OF SIZE, SHALL UTILIZE A TAPPING SLEEVE.
3. ALL WATER SERVICES SHALL UTILIZE 2" TYPE "N" COPPER, INSTALL 8" X 2" TEE AT LATERAL LOCATION.

4. ALL WATER LINES SHALL BE POLYETHYLENE GLYCOL (PE) PIPE, AWWA STANDARD C900, 200 P.S.I. (STRENGTH IN COLOR).
5. FITTINGS SHALL BE CAST IRON, AWWA STANDARD C110 AND C111.
6. FITTINGS FOR PVC PIPE SHALL BE COMPATIBLE WITH THE PIPE UTILIZED.

7. DEPTHS OF WATER LINES TO MEET THE CITY OF ADDISON DESIGN CRITERIA AT 10' DEPTH (N7).
8. THE HORIZONTAL TO BE TOWN OF ADDISON APPROVED (LIFT/PIR OR CLOW).
9. VALVES TO BE TOWN OF ADDISON APPROVED.

10. THE CONTRACTOR SHALL FURNISH A MAINTENANCE BOND TO THE TOWN OF ADDISON FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF ACCEPTANCE OF THE SYSTEM BY THE CITY. THE MAINTENANCE BOND SHALL BE FURNISHED ON A FORM ACCEPTABLE TO THE TOWN OF ADDISON.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING "RECORD DRAWING" PLANS TO THE ENGINEER SHOWING THE LOCATION OF WATER SERVICES AND VALVES.

12. FIRE HYDRANTS SHALL BE PAINTED AS PER TOWN OF ADDISON STANDARDS AND SPECIFICATIONS AND LOCATED IN A PROTECTED AREA WITH 4" CURBS OR BOLLARDS.
13. STEAMER NOZZLES ON FIRE HYDRANTS SHALL BE 1/4" ABOVE THE TOP OF THE CURB OR PAVEMENT, AND SHALL HAVE THE CENTER OF THE FIRE LANE OR STREET, FIRE HYDRANTS SHALL BE LOCATED NOT LESS THAN TWO (2) FEET NOR MORE THAN SIX (6) FEET FROM THE CURB.

14. ALL WATER LINES SHALL BE HYDROSTATICALLY TESTED FOR TOWN OF ADDISON STANDARDS AND SPECIFICATIONS.
15. ALL WATER LINES SHALL BE INTERLAPPED PER TOWN OF ADDISON STANDARDS AND SPECIFICATIONS.

16. ALL WATER SERVICES SHALL BE LOCATED IN NON-EXISTING ALLEYS AND PROTECTED BY 4" CURBS OR BOLLARDS.
17. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBURBANS (UTILITY LINES) HAVE BEEN DETERMINED FROM RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THAT NECESSARY CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO THE CONSTRUCTION OF ANY SUCH CROSSING.

18. UTILITY TRENCHES SHALL BE BACKFILLED WITH MATERIAL PER TOWN OF ADDISON SPECIFICATIONS.
19. ANCHOR FITTINGS SHALL BE USED TO ATTACH FIRE HYDRANTS.
20. ALL WATER SERVICES OUTSIDE OF CEMENTED SHALL BE INSTALLED BY A PLUMBER.

21. ALL FIRE LINES TO BE INSTALLED BY TEXAS LICENSED SPRINKLER CONTRACTOR.
22. A NEW CONDUCTIVE BUILDING IS TO BE PLACED ON WATER SERVICE USING COPPER PIPE.

SANITARY SEWER GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE TOWN OF ADDISON STANDARD SPECIFICATIONS.
2. THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SUBURBANS (UTILITY LINES) HAVE BEEN DETERMINED FROM RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THAT NECESSARY CLEARANCES BETWEEN EXISTING AND PROPOSED UTILITIES EXIST PRIOR TO THE CONSTRUCTION OF ANY SUCH CROSSING.

3. CONTRACTOR SHALL COORDINATE WITH THE OWNER, ENGINEER OR HIS REPRESENTATIVE AND CITY REPRESENTATIVE, REGARDING ANY DISTURBANCES FROM THESE PLANS.
4. CONTRACTOR SHALL MAINTAIN ONE SET OF RECORD DRAWINGS (AS BUILT) COMPLETION OF THE PROJECT.

5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, LATERALS, WATER SERVICE, ETC.
6. SANITARY SEWER PIPE SHALL CONFORM TO CITY SPECIFICATIONS AND SHALL BE MANUFACTURED FROM ONE OF THE FOLLOWING MATERIALS:

- A. Polyvinyl Chloride (PVC) Diameter 24" - 36"
ASTM D 3034 SDR 35
- B. Polyethylene (PE) Diameter 24" - 36"
ASTM D 3034 SDR 35

7. SANITARY SEWER PIPE MUST BE KEPT CLEAR OF BROKEN CONCRETE, DIRT OR ANY OTHER DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS. ON EITHER SIDE OF WATER LINES WHERE OPERATIONS OCCUR.
8. CONTRACTOR SHALL BE A 1" WIDE JOINT OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36" OF FLAGGING (PROTECTED BY BACKFILL) AFTER LARS AND PAVING IS COMPLETED. CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.

9. THE CONTRACTOR SHALL FURNISH A MAINTENANCE BOND TO THE CITY OF ADDISON FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF ACCEPTANCE OF THE SYSTEM BY THE CITY. THE MAINTENANCE BOND SHALL BE FURNISHED ON A FORM ACCEPTABLE TO THE CITY OF ADDISON.
10. CONTRACTOR TO INCLUDE ALL RECORD BONDS, TAP FEES, CAMERA FEES, ETC., IN PROPOSAL.

REVISION: 12-23-97
BY: RSM
REVISION: 8/25/97

WATER & SANITARY SEWER PLAN

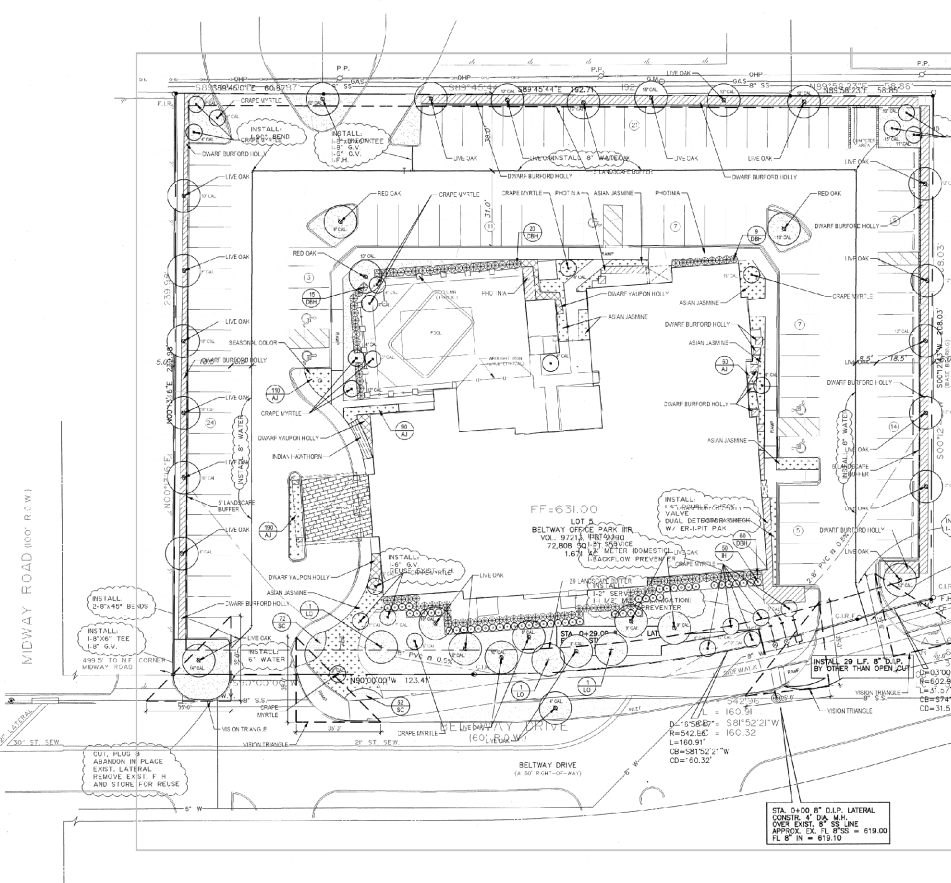
COUNTRY INN SUITES

TOWN OF ADDISON, TEXAS

THE LISSICK COMPANY, INC.

DESIGN DRAWN DATE SCALE JOB # SHEET

V. CW 06/16/97 1" = 20' 97.C.15 C5



OVERLAY OF WATER & SANITARY PLAN WITH LANDSCAPE DRAWING; ALL ITEMS TO BE FIELD VERIFIED TO AVOID CONFLICTS AS WATER AND SANITARY SEWERS ARE BUILT ALREADY.

OWNER

LODGING HOST HOTEL CORP
CONTACT: PATRICK HILCZEK DIRECTOR
OF OPERATIONS
PO BOX 8931
LONGVIEW, TX 75607
PHONE: 903.643.9171 X211
EMAIL: PATRICKH@LODGINGHOST.COM

ARCHITECT

MAYSE & ASSOCIATES
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14850 QUORUM DRIVE, SUITE 201
DALLAS, TX 75254
PHONE: 972.386.0338
EMAIL: RSMITH@MAYSEASSOCIATES.COM

LANDSCAPE ARCHITECT

STUDIO GREEN SPOT
CONTACT: CHRIS TRONZANO RLA
1784 W. MCDERMOTT DR. SUITE 110
ALLEN, TX 75013
469.369.4448
EMAIL: CHRIS@STUDIOGREENSPOT.COM

GENERAL NOTES

1. EXISTING BUILDING, NO CHANGES TO BUILDING STRUCTURE.
2. NO EXTERIOR CHANGES TO FACADE.
3. NO CHANGES TO CIVIL DRAWINGS OR PARKING.
4. LANDSCAPING WILL BE BROUGHT UP TO CURRENT GRADATION.
5. APPLICATION ONLY FOR SPECIAL USE PERMIT FOR A LIQUOR LICENSE.

LOT 5
BELTWAY OFFICE PARK 3-R
VOL. 97213, PG. 2290
72,808 SQ.FT. OR 1,671 AC.
INITIAL SUBMITTAL FOR A SPECIAL USE PERMIT FOR A LIQUOR LICENSE IN THE CITY OF ADDISON FOR EXISTING HOTEL AT 4355 BELTWAY DRIVE ADDISON, TX 75001

THESE PLANS CONFORM WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.

ACTION

APPROVED

DENIED

STAFF

Date Initials

COUNCIL

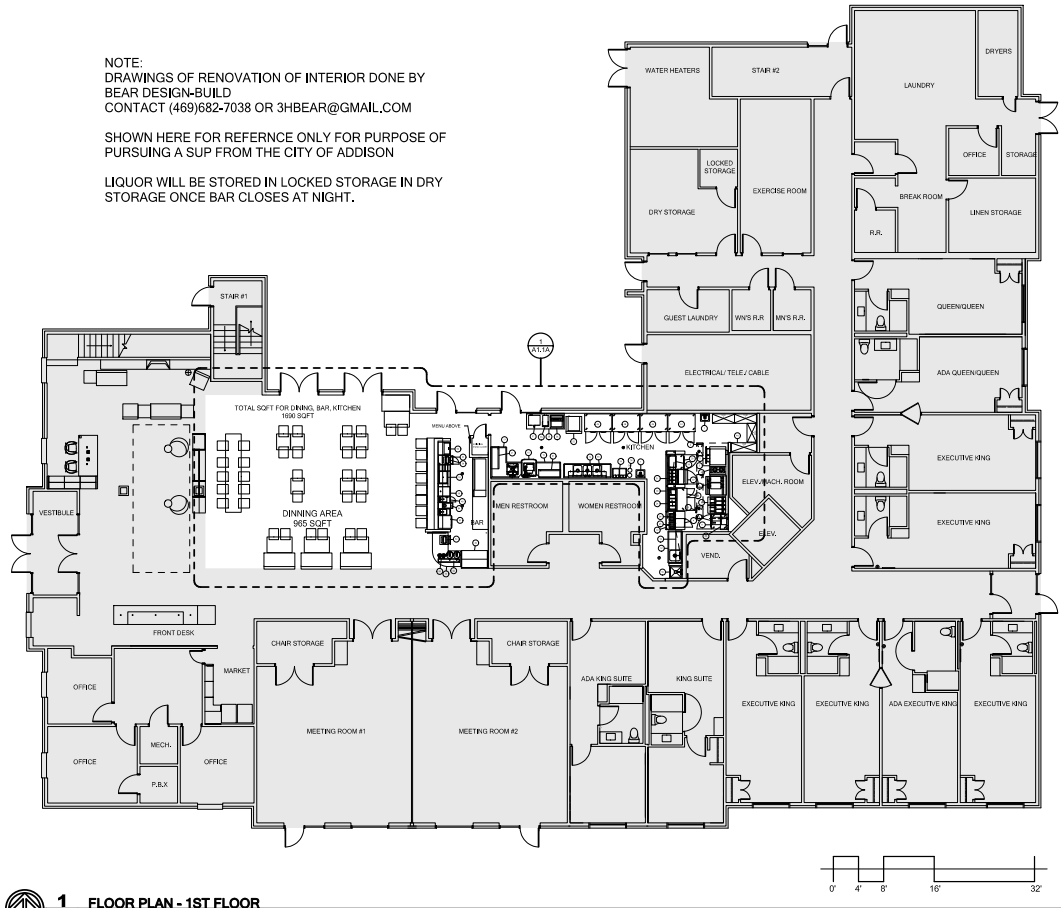
Date Initials

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

NOTE:
DRAWINGS OF RENOVATION OF INTERIOR DONE BY
BEAR DESIGN-BUILD
CONTACT (469)682-7038 OR 3HBEAR@GMAIL.COM

SHOWN HERE FOR REFERENCE ONLY FOR PURPOSE OF
PURSUING A SUP FROM THE CITY OF ADDISON

LIQUOR WILL BE STORED IN LOCKED STORAGE IN DRY
STORAGE ONCE BAR CLOSSES AT NIGHT.



1 FLOOR PLAN - 1ST FLOOR
ALL 1/8" = 1'-0"

SUP FLOOR AREA	
KITCHEN	375 SQFT
BAR	150 SQFT
DINING AREA	865 SQFT
TOTAL AREA	1390 SQFT

SEATING	
BAR	8 SEATS
DINING AREA	40 SEATS
OVERALL	48 SEATS

LOT 5
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OWNER

LODGING HOST HOTEL CORP
CONTACT: PATRICK HILCHEY DIRECTOR
OF OPERATIONS
PO BOX 8931
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FLOOR PLAN KEYNOTES

- HAND SINK
- TYPE 1 HOOD
- OVEN
- OVEN
- REFRIGERATOR
- POT RANGE
- GRIDDLE
- FRYER
- TIMER
- FRIED FOOD HOLDER
- FREEZER
- PREP SINK
- SHELF
- 3 COMPARTMENT SINK
- RACK
- MOP SINK
- DIRTY TABLE
- DIRTY WASHER
- CLEAN TABLE
- SHELF
- ICE MAKER
- COUNTER
- TOASTER
-
- REFRIGERATOR
- REFRIGERATOR
- HOT FOOD
- FREEZER
- SHELF
- HEAT STRIP
- DISPLAY COOLER
- COUNTER
- SODA
- COUNTER
- TEA
- COFFEE
- CO2
- BAGN BOX
-
- SHELVES
- REFRIGERATOR
- FREEZER
-
-
-
- ARI CURTAIN AT KITCHEN DOOR
-
-
- HAND SINK
- POS
- POS STAND
-
- ICE BIN
-
- DRINK BOARD
- CHILLER
- GLASS WASHER
-
-
-
- TRASH
-
- COFFEE
- TEA
- CONDIMENTS

GENERAL NOTES

- EXISTING BUILDING, NO CHANGES TO BUILDING STRUCTURE.
- NO EXTERIOR CHANGES TO FACADE.
- NO CHANGES TO CIVIL DRAWINGS OR PARKING.
- LANDSCAPING WILL BE BROUGHT UP TO CURRENT GRADUANCE.
- APPLICATION ONLY FOR SPECIAL USE PERMIT FOR A LIQUOR LICENSE.

SITE INFORMATION

SUBDIVISION NAME:
BELTWAY OFFICE PARK 3-R
BLOCK DESIGNATION:
VOL. 97213, PG. 2290
LOT NUMBER:
LOT 5
LOT ACRES:
1.671 ACRES
SURVEY NAME:
PICKER & MANNA SURVEYING, LLC
SURVEY NUMBER:
JOB NO. 18-001

SITE DATA SUMMARY

ZONING (CURRENT)	PLANNED DEVELOPMENT
ZONING (APPLYING)	SPECIAL USE PERMIT - LIQUOR LICENSE
PROPOSED USE	HOTEL (EXISTING)
LOT AREA	1.671 ACRE 72,808 SQFT
BUILDING AREA	56,940 SQFT APPROX.
BUILDING HEIGHT	41' + ROOF PITCH APPROX. 4 STORES (EXISTING)
LOT COVERAGE	19.5%
PARKING REQUIRED	102 (EXISTING)
PARKING PROVIDED	102 (EXISTING)



SEAL:



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Engineer

HOLIDAY INN BY IHG

4355 BELTWAY DRIVE
ADDISON, TEXAS 75001



LODGING HOST HOTEL
CORP AS AGENT FOR
SND HOSPITALITY LLC

Revisions:

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TO CITY OF ADDISON FOR SUP
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06.10.2019 FINAL SUBMITTAL
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1 No
2

Date
06/10/2019

Job no.
18063 SUP

TOWN PROJECT NUMBER
2803-SUP

Sheet title
1ST FLOOR PLAN

Sheet no.

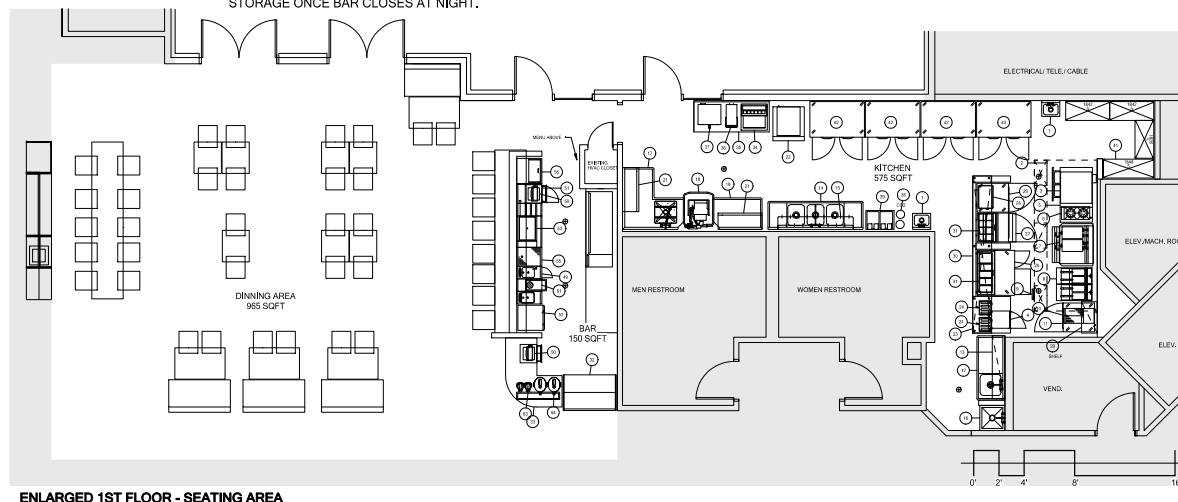
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6/10/2019 11:22:16 AM
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1 ENLARGED 1ST FLOOR - SEATING AREA

1/1.3A 1/2" = 1'-0"

SUP FLOOR AREA	
KITCHEN	575 SQFT
BAR	150 SQFT
DINING AREA	985 SQFT
TOTAL AREA	1695 SQFT

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OVERALL	48 SEATS

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REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND
DRAINAGE CRITERIA MANUAL.

ACTION

APPROVED DENIED

STAFF _____ Date _____ Initials _____
COUNCIL _____ Date _____ Initials _____

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

OWNER

LODGING HOST HOTEL CORP
CONTACT: PATRICK HILCHEY DIRECTOR
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FLOOR PLAN KEYNOTES

- 1 HAND SINK
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- 19 CLEAN TABLE
- 20 SHELF
- 21 SHELF
- 22 ICE MAKER
- 23 COUNTER
- 24 TOASTER
- 25 -
- 26 REFRIGERATOR
- 27 REFRIGERATOR
- 28 HOT FOOD
- 29 FREEZER
- 30 SHELF
- 31 HEAT STRIP
- 32 DISPLAY COOLER
- 33 COUNTER
- 34 SODA
- 35 COUNTER
- 36 TEA
- 37 COFFEE
- 38 COI
- 39 BAIN BOX
- 40 -
- 41 SHELVES
- 42 REFRIGERATOR
- 43 FREEZER
- 44 -
- 45 -
- 46 -
- 47 AIR CURTAIN AT KITCHEN DOOR
- 48 -
- 49 HAND SINK
- 50 POS
- 51 POS STAND
- 52 -
- 53 ICE BIN
- 54 -
- 55 DRAIN BOARD
- 56 CHILLER
- 57 GLASS WASHER
- 58 -
- 59 -
- 60 -
- 61 TRASH
- 62 -
- 63 COFFEE
- 64 TEA
- 65 COMMENTS

GENERAL NOTES

1. EXISTING BUILDING, NO CHANGES TO BUILDING STRUCTURE
2. NO EXTERIOR CHANGES TO FACADE
3. NO CHANGES TO CIVIL DRAWINGS OR PAVING
4. LANDSCAPING WILL BE BROUGHT UP TO CURRENT LICENSANCE
5. APPLICATION ONLY FOR SPECIAL USE PERMIT FOR A LIQUOR LICENSE

SITE INFORMATION

SUBMISSION NAME
BELTWAY OFFICE PARK 3-R
BLOCK DESIGNATION
VOL. 97213, PG. 2290
LOT NUMBER
LOT 5
LOT ACRES
1.671 ACRE
SUBMIT NAME
PESS & MANNA SURVEYING, LLC
SUBMIT NUMBER
JOB NO. 15-0501

SITE DATA SUMMARY

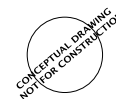
ZONING (CURRENT)	PLANNED DEVELOPMENT
(ZONING (APPLYING))	SPECIAL USE PERMIT - LIQUOR LICENSE
PROPOSED USE	HOTEL (EXISTING)
LOT AREA	1.671 ACRE
DEVELOPABLE AREA	72,808 SQ. FT.
BUILDING AREA	55,340 SQ. FT. APPROX.
BUILDING HEIGHT	47' + ROOF PITCH APPROX. 4 STORES (EXISTING)
LOT COVERAGE	19.5%
PARKING REQUIRED	102 (EXISTING)
PARKING PROVIDED	102 (EXISTING)

MAYSE & ASSOCIATES, INC.
PLANNING • DESIGN • CONSTRUCTION MANAGEMENT



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Dallas, Texas 75244
Phone (972) 386-0338 Fax (972) 386-0338
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SEAL:



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Engineer

HOLIDAY INN BY IHG

4355 BELTWAY DRIVE
ADDISON, TEXAS 75001



LODGING HOST HOTEL
CORP AS AGENT FOR
SND HOSPITALITY LLC

Revisions:

05.10.2019 INITIAL SUBMITTAL
TO CITY OF ADDISON FOR SUP
APPLICATION

06.10.2019 FINAL SUBMITTAL
TO CITY OF ADDISON FOR SUP
APPLICATION

1/ No
2

Date
06/10/2019

Job no.
18063 SUP

TOWN PROJECT NUMBER
1803-SUP

Sheet title
1ST FLOOR PLAN

Sheet no.

A1.1A

Work Session and Regular Meeting

15.

Meeting Date: 07/09/2019

Department: Development Services

AGENDA CAPTION:

Present, Discuss and Consider Action on the **Status of Construction Along the Cotton Belt Regional Rail Corridor and the Development of Properties Adjacent to the Rail Corridor.**

BACKGROUND:

Dallas Area Rapid Transit (DART) has been making progress towards providing regional rail service to passengers on the Cotton Belt rail line with revenue service anticipated by the end of 2022. In December 2018, DART awarded a contract to Archer Western Herzog Joint Venture (AWH) for the design and construction of the Cotton Belt Regional Rail Project. AWH's work is progressing with design development and some preliminary construction activities within the corridor.

In association with DART's project, the North Central Texas Council of Government (NCTCOG) has been coordinating with DART, Dallas County, and the cities along the rail line to construct a hike and bike trail within the corridor. NCTCOG's goal is to coordinate funding for the trail among the various stakeholders so that as much of the trail as possible can be built by DART and AWH while the rail line is being constructed. Most of the funding for this is coming from federal funds, which require a 20% local match. Dallas County has agreed to cover half of the cost of the local match. Additionally, Dallas County has agreed to completely fund certain portions of the trail not included in the Regional Transportation Council's funding approvals. For Addison, this means that the entire trail, as it runs through the Town, will be constructed as the rail line is built. The Town's required contribution to this project is expected to total \$307,469.

The Town has also been working to create a new transit oriented development surrounding the planned rail station in Addison. This process began with the creation of a vision established through the Addison Circle Special Area Study, which was adopted by Council earlier in 2019. Since then, staff has been working on a plan to solicit developer interest before releasing a call for developers in the first quarter of 2020.

The attached presentation provides a status update on these three projects.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Cotton Belt Update

Cotton Belt Update

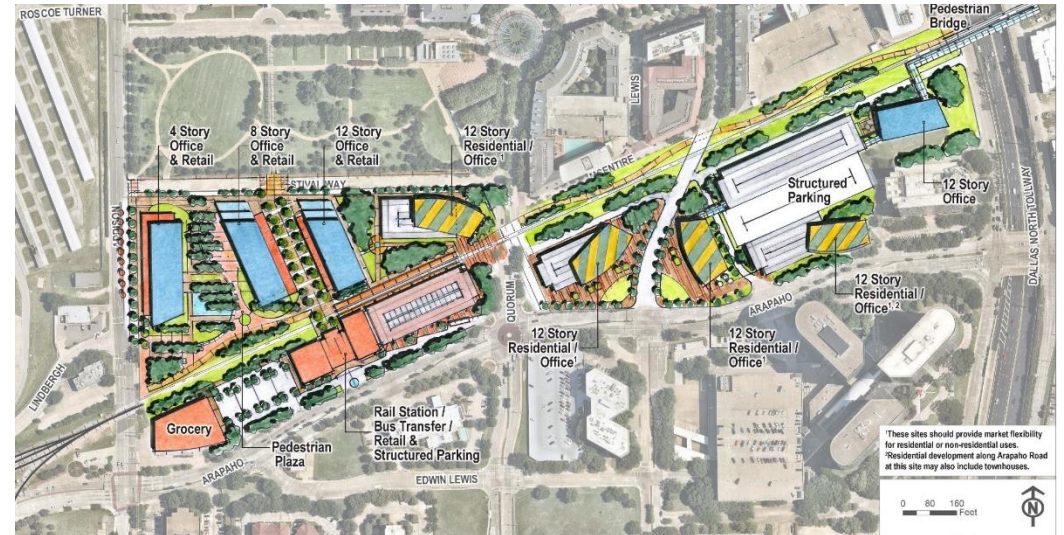
July 9, 2019

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic on the right side of the slide, consisting of a blue triangle pointing downwards, with a white circle in the center. The triangle is bordered by a dark grey diagonal line.

Status Update on Three Projects

ADDISON

- DART's Cotton Belt Regional Commuter Rail Project
- NCTCOG Cotton Belt Hike and Bike Trail
- Town's implementation of the Special Area Study findings



DART – Cotton Belt Rail Update

- DART awarded contract to Archer Western Herzog Joint Venture (AWH) for design and Construction of the Cotton Belt Regional Rail Project
- Work beginning along the corridor
- Multiple coordination meetings with Town staff, DART, AWH
 - 30% Design documents expected this month
 - Station Art and Design Committee to kick-off this summer
 - Betterments discussion to begin with adjacent residential properties this summer
- June 18, 2018 – DART approved renaming Cotton Belt to Silver Line

NCTCOG – Cotton Belt Trail Update

A blue circular logo with the word "ADDISON" in white capital letters.

- In 2018, all segments of the trail funded through Addison
 - RTC funding critical segments using federal funds
 - Requires 20% local match
 - Split between cities and Dallas County
 - Dallas County funding 100% certain non-critical segment
- In 2019, RTC expanded funding to cover all but one remaining segment of corridor (Coppell/Carrollton)
- Negotiations underway with DART for construction with rail
- NCTCOG and DART asking for resolution on Town's commitment to local match
 - Addison's commitment: \$307,469

Town Properties Update

A blue circular logo with the word "ADDISON" in white, uppercase letters.

- Addison Circle Special Area Study adopted earlier this year
- Consulting with David Leininger & Sasaki Architects
- Staff developing framework to achieve Town's vision
 - Stakeholder Buy-In and Coordination
 - Meeting with private property owners
 - Discussions with DART staff
 - DART Board Presentation and Discussion - October
 - Attracting Developer Interest
 - ULI North Texas Product Council Presentation – July
 - ULI National Meeting Panel Advisory Service – September

Town Properties Update

ADDISON

- Staff developing framework to achieve Town's vision (cont.)
 - Work with an established real estate brokerage firm
 - Market Data
 - Developer Contacts
 - Proposal Analysis
 - Negotiation
 - Release developer solicitation in the 1st quarter of 2020
 - Select a developer

Questions?

ADDISON

Work Session and Regular Meeting

16.

Meeting Date: 07/09/2019

Department: Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Indicating Addison's Commitment to Provide the Required Local Match for the Cotton Belt Hike and Bike Trail in Fiscal Year 2021 in an Amount Not to Exceed \$307,469.**

BACKGROUND:

Related to DART's Cotton Belt rail project, the North Central Texas Council of Government (NCTCOG) has been coordinating with DART, Dallas County, and the cities along the rail line to construct a hike and bike trail within the corridor. Through the planning process, NCTCOG categorized each proposed trail segment as either critical or non-critical. Critical segments were those determined to be impractical or cost prohibitive to construct once rail service is active through the corridor. In Addison, the majority of the trail, the portion from Surveyor Boulevard in the west to the Dallas North Tollway (DNT) in the east, was deemed critical because of the Midway Road and DNT overpasses. Given the need to construct these segments while the rail line is being built, the critical areas were prioritized for funding.

In October of 2018, the Regional Transportation Council (RTC) approved the use of federal funds to design the entire 26 mile trail and to cover 80% of the construction costs for the 8.5 miles of critical segments that exist along the corridor. The remaining 20% for these critical segments must be achieved through a local match based on construction costs for the portion of the trail in each city. In working with former Dallas County Commissioner Mike Cantrell's Office, Dallas County agreed to cover half of the local match. Based on the estimated construction cost for the critical segments within Addison, this means that the Town and the County would each need to contribute \$307,469 to cover the local match.

NCTCOG is currently coordinating with DART and the other stakeholders to obtain formal commitments from each party for their portion of the funding. Based on the project schedule, DART has indicated that they will require the funding during Fiscal Year 2021. Staff has prepared the attached Resolution indicating Addison's commitment to provide the Town's portion of the local match, \$307,469 to DART during FY 2021. Should this be approved, Staff will track this for inclusion in the FY 2021 budget next year.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Cotton Belt Trail Funding Commitment

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS COMMITTING ADDISON'S PORTION OF THE REQUIRED LOCAL MATCH TO DALLAS AREA RAPID TRANSIT (DART) FOR CONSTRUCTION OF DESIGNATED PORTIONS OF THE COTTON BELT HIKE AND BIKE TRAIL LOCATED WITHIN THE TOWN IN AN AMOUNT NOT TO EXCEED \$307,469.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas Area Rapid Transit (DART) has approved construction of regional passenger rail service on the Cotton Belt Rail Line; and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been coordinating with stakeholders along the rail line to construct a hike and bike trail within the corridor; and

WHEREAS, in October 2018, the Regional Transportation Council approved funding to design the hike and bike trail and agreed to cover 80 percent of the construction costs for the segments of trail that were deemed critical, with the remaining 20 percent of the construction costs to be covered by a local match; and

WHEREAS, two of the critical segments, CBT13 and CBT14, are located within the Town of Addison ("Addison"), extending from Surveyor Boulevard to the southbound frontage road of the Dallas North Tollway; and

WHEREAS, Dallas County has agreed to cover half of the required 20 percent local match; and

WHEREAS, DART and NCTCOG are requesting that each city with a critical segment commit to provide its portion of the required local match.

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

Section 1. The City Council does hereby commit that the Town of Addison will provide funding equal to 10% of the cost to construct the two critical trail sections located in Addison in an amount not to exceed \$307,469.00 in order to meet the local match requirement.

Section 2. The City Council does hereby commit to provide the identified funds to DART during the 2020-2021 Fiscal Year.

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

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
this the 9th day of July 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

PUBLISHED ON: _____

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

17.

Meeting Date: 07/09/2019

Department: Parks & Recreation

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution Amending the Spruill Dog Park Naming and Recognition Policy to Remove the Requirement Allowing a Minimum Donation to Rename Spruill Dog Park to be Included on Elements for a Minimum Donation and Limiting the Naming Nomenclature to Only Include Dog Name, Family or Individual Name, or Business Name.**

BACKGROUND:

On June 11, 2019, Staff brought the Spruill Dog Park Naming and Recognition Policy before Council for discussion at the request of Council Members Walden and Willesen. As a result of that discussion, Staff is bringing forward amendments to the Spruill Dog Park Naming and Recognition Policy for Council consideration.

The proposed policy amendments consist of the following changes:

- Elements: The following text related to the naming elements has been struck. "The Spruill Dog Park may be renamed after individuals or a business who donate(s) a minimum of \$250,000 in a single gift to Spruill Dog Park".
- The Naming Nomenclature has been limited to only include the following types of recognition: Dog Name, Individual or Family Name, or Business Name.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Spruill Dog Park Naming and Recognition Policy

RESOLUTION NO. R19-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AMENDING THE SPRUILL DOG PARK NAMING AND RECOGNITION POLICY TO REMOVE THE REQUIREMENT ALLOWING A MINIMUM DONATION TO RENAME SPRUILL DOG PARK TO BE INCLUDED ON ELEMENTS FOR A MINIMUM DONATION AND LIMITING THE NAMING NOMENCLATURE TO ONLY INCLUDE DOG NAME, FAMILY OR INDIVIDUAL NAME OR BUSINESS NAME.

WHEREAS, the City Council adopted Resolution No. R17-12 to create naming and recognition criteria for city-owned improvements at Spruill Dog Park ("Criteria"); and

WHEREAS, the City Council adopted Resolution No. R18-023 to remove the “dog-centric” requirement for business donations for city-owned improvements at Spruill Dog Park ("Criteria"); and

WHEREAS, the City Council adopted Resolution No. 18-108 to remove the minimum business donation of \$1,000 in order to increase the number of potential donors.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") recognizes the value of providing quality city-owned dog parks for the use of its citizens; and

WHEREAS, the City Council investigated and determined that a naming and recognition policy at Spruill Dog Park would increase funds available for the beautification and development of Spruill Dog Park; and

WHEREAS, the City Council has investigated and determined that in order to preserve the original name of the park allowing a minimum donation to rename the dog park has been removed.

WHEREAS, the City Council has determined that naming nomenclature must be limited to only include dog name, family or individual name or business name.

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

SECTION 1. The findings set forth above are incorporated herein for all purposes.

SECTION 2. The Spruill Dog Park Naming and Recognition Policy shall be amended to remove the renaming of Spruill Dog Park for a minimum donation.

SECTION 3. The Spruill Dog Park Naming and Recognition Policy Item 3 a) shall be amended to read: "The naming elements in Spruill Dog Park may only include the following:"

SECTION 4. The revised Spruill Dog Park Naming Recognition Policy attached hereto as **EXHIBIT A** is hereby adopted.

SECTION 5. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 9th day of **JULY** 2019.

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A



**SPRUILL DOG PARK
NAMING AND RECOGNITION POLICY**

EXHIBIT A

NAMING AND RECOGNITION POLICY-SPRUILL DOG PARK:

- 1) Definitions
 - a) Spruill Dog Park – that portion of property located within the existing Spruill Park located at 4936 Marcus Ave, Addison, TX and identified on the Spruill Dog Park Construction Documents.
 - b) Elements – improvements within Spruill Park that are eligible for naming or recognition in a manner designed solely by the Town of Addison, Texas.
Recognition elements will be limited to the project limits defined in the Spruill Dog Park Construction Documents.
- 2) Criteria for naming Spruill Dog Park elements
 - a) Individuals or businesses who donate a minimum of \$100.00 in funds to Spruill Dog Park are eligible for naming of a brick paver. A total number of 1,000 Brick Pavers are available for naming.
 - b) Individuals or dog-centric businesses who donate a minimum of \$1,000.00 in funds to Spruill Dog Park are eligible for naming an individual flagstone. A total number of 30 individual pieces of flagstone are available for naming.
 - c) Individuals or dog-centric businesses who donate a minimum of \$10,000.00 in funds to Spruill Dog Park are eligible for naming a bench. A total number of 12 benches are available for naming.
- 3) Naming Nomenclature
 - a) The naming of elements in Spruill Dog park may only include the following:
 - i) Dog Name
 - ii) Individual or Family Name
 - iii) Business Name
- 4) Donation Mechanism
 - a) Donations for Spruill Dog Park are tax deductible and should be coordinated with the Addison Legacy Foundation. The Addison Legacy Foundation shall provide the Town with a quarterly fundraising summary for the Spruill Dog Park project.