



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

September 10, 2019

ADDISON TOWN HALL

**5300 BELT LINE RD., DALLAS, TX 75254
6:00 PM WORK SESSION
7:30 PM REGULAR MEETING**

1. Call Meeting to Order

WORK SESSION

-
2. Present and Discuss the Council Calendar Beginning October 2019 and Ending February 2020.
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3. Discussion Regarding Charter Review Commission Pursuant to Home Rule Charter Section 11.29.
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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 matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item 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.

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4. Consider Action to Approve the **Minutes from the August 13, 2019 Council Work Session and Regular Meeting.**
 5. Consider Action to Approve a **Resolution Authorizing an Agreement Between the Town of Addison and North Rock Construction, LLC for Winnwood Park Gazebo / Bridge & Town Hall Bridge Replacement, and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$253,936.85.
 6. Consider Action to Approve a **Resolution Delegating Supervision of the City Secretary and Day-to-Day Management of the City Secretary's Office to the City Manager.**
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7. Consider Action to Approve an **Ordinance of the Town of Addison, Texas, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2019 Rate Review Mechanism Filing.**

8. Consider Action to Approve a **Resolution Authorizing an Agreement for Special Events Sponsorships Development, Sales and Activation Services Between the Town of Addison and Mile Zero, Inc., and Authorize the City Manager to Execute the Agreement.**

9. Consider Action to Approve a **Resolution for an Interlocal Agreement with Dallas County Health and Human Services for Coordinated Health Services and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$2,500.

10. Consider Action to Approve a **Resolution for an Interlocal Agreement with the Trinity River Authority for the Monitoring of Wastewater for Certain Industrial Uses and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$9,500.

Regular Items

11. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance of the Town of Addison, Texas Approving and Adopting the Annual Budget for the Fiscal year Beginning October 1, 2019 and Ending September 30, 2020, and Making Appropriations for Each Office, Department, Agency and Project of the Town, Providing That Expenditures for Said Fiscal Year Shall Be made in Accordance with the Adopted Budget, Unless Otherwise Authorized by an Ordinance Adopted By the City Council; Providing for Emergency Expenditures and Expenditures as Otherwise Allowed By Law.**

12. Present, Discuss, and Consider Action on an **Ordinance to Ratify the Property Tax Increase Reflected in the Town's Annual Budget for the Fiscal Year Commencing October 1, 2019, and Ending September 30, 2020.**

13. Present, Discuss, and Consider Action on an **Ordinance to Levy Taxes for the Town of Addison, Texas, and to Fix and Adopt the Tax Rate of \$0.591133 for the Town on All Taxable Property for the Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020.**
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14. Present, Discuss and Consider Action on an **Ordinance Authorizing the Issuance of Town of Addison, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019 in the Approximate Aggregate Principal Amount of \$18,000,000; Awarding the Sale Thereof; Levying a Tax, and Providing for the Security for and Payment of Said Certificates; Authorizing the Execution and Delivery of a Paying Agent/Registrar Agreement; Approving the Official Statement; Enacting Other Provisions Relating to the Subject; and Declaring an Effective Date.**
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15. Present, Discuss, and Consider Action on an **Ordinance to Amend the Code of Ordinances by Amending Chapter 66 (Solid Waste) Article II (Collection And Disposal), Division 2 (Service Charge) Section 66-52 to Increase the Mandatory Monthly Fee for Garbage Collection Hauling and Disposal (Curbside Pickup) from each Single Dwelling Unit within the Town from \$12.24 to \$12.51; Providing that such Increased Rate Shall be Effective October 1, 2019, and Reflected in the November 2019 Billing Cycle.**
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16. Present, Discuss, and Consider Action on an **Ordinance Amending Chapter 82 (Utilities), Section 82-76 and Section 82-77 of the Code of Ordinances of the Town by Amending Sewer Rates and Water Rates for All Customer Classifications; Providing that the Changes to the Sewer Rates and Water Rates Made Herein Shall be Applied to Monthly Customer Bills Beginning with the November 2019 Billing Cycle.**
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17. Present, Discuss, and Consider Action on an **Ordinance Adopting New Residential Building Permit Fees.**
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18. Present, Discuss and Consider Action on an **Ordinance Amending the Various Sections of the Code of Ordinances Relating to Fees for Environmental Health Related Permits, Licenses, and Inspections.**
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19. Present, Discuss, and Consider Action on an **Ordinance Directing Staff to Limit Enforcement of The Town's Regulations on Building Materials in Accordance with House Bill 2439.**
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20. Present, Discuss and Consider Action on a **Resolution of the City Council of the Town of Addison, Texas Declaring a Need for Emergency Storm Cleanup Expenditures Following a Wind Storm with Recorded Wind Bursts Up to 145 Miles per Hour Leaving Many Downed Trees and Shrubs and Ratifying Actions to Cleanup Resulting Debris** in an Amount not to Exceed \$426,000.57.
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Adjourn Meeting

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

Posted: _____
Irma Parker, City Secretary
Date: Thursday, September 5, 2019
Time: 6:00 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

2.

Meeting Date: 09/10/2019

Department: City Secretary

AGENDA CAPTION:

Present and Discuss the **Council Calendar Beginning October 2019 and Ending February 2020.**

BACKGROUND:

Staff is presenting an updated Calendar for October 2019 which includes dates for Early Voting in the November 5, 2019 Special Bond Election. Additionally, Staff requests direction from Council regarding the meeting dates for Council Meetings in November/December 2019 and January/February 2020. Information for January and February 2020 include meeting dates as well as dates for filing an application for a place on the ballot for the May 2020 General Election.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Draft Calendar October 2019 Through February 2020



October 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
		1	2 Coffee with the Mayor	3	4	5 Public Safety Open House
6	7 Finance Committee	8 Council Meeting	9 TML - San Antonio	10 TML - San Antonio	11 TML - San Antonio	12
13	14 Fall Town Meeting	15 P&Z Commission	16	17	18	19 Addison After Dark - Let's do the Time Warp
20	21 Early Voting 8-5	22 Council Meeting Early Voting 8-5	23 Early Voting 8-5	24 Early Voting 8-5	25 Early Voting 8-5	26 Early Voting 8-5
27 Early Voting 1-6	28 Early Voting 8-5	29 Early Voting 8-5	30 Early Voting 8-5	31 HALLOWEEN OBSERVED Early Voting 7-7		

Notes

10/7: Metrocrest Services - Seasons of Service Luncheon
Early Voting Begins



November 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
					1 Early Voting 7-7	2
3	4	5 ELECTION DAY 7-7	6 Coffee with the Mayor	7	8	9
10	11 Finance Committee	12 Council Meeting	13	14	15	16 Addison After Dark - Harvest Hootenanny
17	18	19 P&Z Commission	20	21	22	23
24	25	26 Council Meeting	27	28 Thanksgiving Day	29 Vitruvian Night Thanksgiving Holiday	30 Vitruvian Nights

Notes

City Offices Closed Thursday, November 28 and Friday, November 29 in observance of Thanksgiving Holiday



December 2019

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
1	2	3	4 Coffee with the Mayor	5	6	7
8	9 Finance Committee	10 Council Meeting	11	12	13	14
15	16	17 P&Z Commission	18	19	20	21
22	23	24 Christmas Eve	25 Christmas Day	26	27	28
29	30	31				

Notes

All TOWN offices will be closed on Tuesday, December 24 (Christmas Eve) and Wednesday, December 25 (Christmas Day)

Vitruvian Lights will be held each day in the month of December



January 2020

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
			1 New Year's Day Last Day - Vitruvian Lights	2	3	4
5	6	7	8	9	10	11
12	13 Finance Committee	14 Council Meeting	15 TEC Annual Report Due 1st Day to File Application for place on Ballot	16	17	18
19	20	21 P&Z Commission	22	23	24	25
26	27	28 Council Meeting	29	30	31	

Notes



February 2020

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
						1
2	3	4	5 Coffee with the Mayor	6	7	8
9	10 Finance Committee	11 Council Meeting	12	13	14 Last Day to File Application for Ballot 5/2020 Election	15
16	17	18 P&Z Commission	19	20	21	22
23	24	25 Council Meeting	26	27	28	29

Notes

Work Session and Regular Meeting

3.

Meeting Date: 09/10/2019

Department: City Secretary

AGENDA CAPTION:

Discussion Regarding **Charter Review Commission Pursuant to Home Rule Charter Section 11.29.**

BACKGROUND:

The Town's Home Rule Charter requires a Charter Review Commission be appointed at least every ten (10) years. A Commission was last appointed in December 2009. Staff will review the membership appointment process and timeline with Council.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Resolution - 2009 Charter Review Commission

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R09-025

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS PROVIDING FOR THE ESTABLISHMENT OF A CHARTER REVIEW COMMISSION, THE APPOINTMENT OF COMMISSION MEMBERS, CERTAIN PROCEDURAL MATTERS REGARDING THE COMMISSION, AND OTHER MATTERS RELATED TO THE COMMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas ("City") is a home rule municipality pursuant to Article 11, Section 5 of the Texas Constitution, certain provisions of the Texas Local Government Code (including, without limitation, Section 5.004, Chapter 9, and Section 51.072(a)), and its Home Rule Charter ("Charter"), and possesses the full power of local self-government; and

WHEREAS, the City Charter provides in Section 11.29 thereof that, whenever allowed by law, the City may appoint a Charter Review Commission composed of citizens of the City, and further provides in Section 11.29 that the City Council must appoint a Charter Review Commission at least every 10 years to review the Charter and make recommendations as to any suggested changes; and

WHEREAS, as set forth herein, the City Council desires to appoint a Charter Review Commission to review the City Charter and to make recommendations to the City Council as to any suggested changes.

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

Section 1. Charter Review Commission; Purpose; Membership; Report; Termination; Other Matters. The City Council does hereby establish a Charter Review Commission ("Commission"). The sole purpose of the Commission is to review the City Charter and to make recommendations to the City Council as to any suggested changes; such recommendations shall be submitted in a written and oral final report ("Final Report") to the City Council by no later than August 10, 2010. The Commission shall consist of 15 members, appointed as follows: each Council member will appoint two (2) members to the Commission, and the Mayor will appoint two (2) members to the Commission. The Council will complete its appointment of members to the Commission by no later than December 8, 2009. Each member of the Commission shall be a citizen of the Town. The Commission shall serve solely in an advisory capacity to the City Council, and each member of the Commission serves at the pleasure of the City Council and may be removed by the City Council from the Commission at any time and for any reason or for no reason.

Upon the submission of the Final Report (or any other report or information) by the Commission to the City Council, the City Council may take any action or no action regarding the same. The City Council may, on its own motion and in its sole discretion, choose to submit to

the City's qualified voters, for their consideration of approval at an election, none, some, or all of the recommended changes to the Charter submitted by the Commission; further, the City Council may, on its own motion and in its sole discretion, choose to modify any of such recommended changes or choose to propose other changes to the Charter and to submit the same to the City's qualified voters for their consideration of approval at an election.

The Commission may be terminated or discontinued by the City Council at any time and for any reason or for no reason, at which time the membership of each then-current member shall terminate. The termination, discontinuance, or extension of the Commission by the City Council, and the appointment or removal of a member of the Commission by the City Council, may be by motion or other action duly adopted by the City Council. In any event, unless extended by the City Council, the Commission shall be terminated and discontinued upon the submission of the Final Report to the City Council.

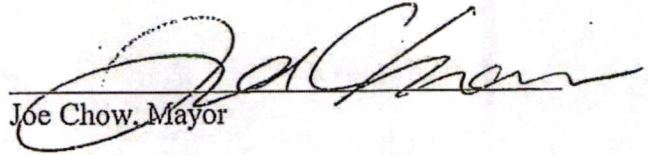
If any member of the Commission misses three (3) meetings of the Commission, the member shall be deemed to have automatically resigned and vacated the member's position on the Commission, and the member of the City Council who appointed such member may appoint a new member to the Commission. Members of the Commission shall receive no compensation for their service on the Commission.

Section 2. Process; Meetings. The Commission shall elect one of its members to be Chairperson and one of its members to be the Vice-Chairperson of the Commission. The Chairperson, or in the Chairperson's absence, the Vice-Chairperson, shall preside at all meetings of the Commission. In the absence at a meeting of both the Chairperson and the Vice-Chairperson, an Acting Chairperson shall be selected by a majority of the members present at such meeting to preside at the meeting. The City Manager may assign a City Staff representative or representatives to work with and to serve the Commission.

Meetings of the Commission may be held (i) on the call of the Chairperson, or (ii) on request of two or more Commission members, or (iii) as may be scheduled by a majority of the Commission at any previous meeting. An agenda shall be prepared for each meeting of the Commission, a copy of which shall be posted in the same manner as for agendas of the City Council. The time and place of a meeting shall be determined by the Commission, but all meetings shall be held within the City. Except as otherwise authorized or permitted by law, meetings of the Commission shall be open to the public.

A quorum of the Commission shall consist of 8 members (that is, a majority of the entire membership of the Commission). The affirmative vote of a majority of the members of the Commission present at a Commission meeting shall be necessary to adopt or approve any matter or to take any action. The minutes of the Commission's proceedings shall show the vote of each member, or if absent or failing to vote shall indicate that fact.

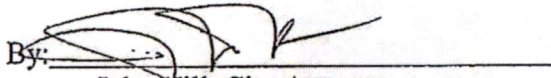
Section 3. Effective Date. This Resolution shall take effect from and after its adoption.


Joe Chow, Mayor

ATTEST:

By: 
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: 
John Hill, City Attorney

Charter Review Commission Process

Date and Time	Location	Task	Group
January 12, 2010		Appoint final members to Charter Review Commission	City Council
January 15, 2010		Letter goes out from Mayor to each appointee advising them of task and schedule	Mayor Chow, staff
February 3, 2010		Initial meeting and charge to Commission Election of Chair and Vice Chair	Charter Review Commission
February 10, 2010 6:00 p.m.	Stone Cottage Addison Conference and Theatre Centre 15650 Addison Road	Second Commission meeting, first public hearing on Charter issues	Charter Review Commission
February 24, 2010 6:00 p.m.	Acacia Room Addison Conference and Theatre Centre 15650 Addison Road	Third Commission meeting, second public hearing on Charter issues	Charter Review Commission
March 10, 2010 6:00 p.m.	Buckthorn Room Addison Conference and Theatre Centre 15650 Addison Road	Fourth Commission meeting, third public hearing on Charter issues	Charter Review Commission
March 31, 2010 5:00 p.m. *	Stone Cottage Addison Conference and Theatre Centre 15650 Addison Road	Fifth Commission meeting, fourth public hearing on Charter issues	Charter Review Commission
April 14, 2010 6:00 p.m.	Stone Cottage Addison Conference and Theatre Centre 15650 Addison Road	Public Hearing and review of Draft Report to the Council	Charter Review Commission
April 28, 2010 6:00 p.m.	Addison Conference and Theatre Centre 15650 Addison Road (room to be determined)	Review of Draft Report to the Council	Charter Review Commission
May 5, 2010 6:00 p.m.	Addison Conference and Theatre Centre 15650 Addison Road (room to be determined)	Review of Final Report to the Council	Charter Review Commission
May 25, 2010 7:30 p.m.	Town Hall 5300 Belt Line Road	Presentation of Final Report to the Council	Charter Review Commission and City Council
June 8, 2010		Council work session on Commission Report	City Council
June 22, 2010		Council work session on Commission Report	City Council
July 13, 2010		Final discussion and decision on Commission Report	City Council
IF THE COUNCIL DECIDES TO HOLD AN ELECTION:			
August 10, 2010		Recommended date to order election including amendments to be voted on	City Council
August 24, 2010		Last day authorized by statute to order the election.	City Council
October 18, 2010		First Day of Early Voting by Personal Appearance	Addison Voters
October 29, 2010		Last Day of Early Voting by Personal Appearance	Addison Voters
November 2, 2010		Date of Charter Election	Addison Voters
November 10, 2010		Results of election are canvassed at Regular Council meeting.	City Council

*Town Meeting will be held on this date at 7:00 p.m. in the Conference Centre

Work Session and Regular Meeting

4.

Meeting Date: 09/10/2019

Department: City Secretary

AGENDA CAPTION:

Consider Action to Approve the **Minutes from the August 13, 2019 Council Work Session and Regular Meeting.**

BACKGROUND:

The City Secretary has prepared the Minutes of the August 13, 2019 City Council Meeting for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - August 13 2019 City Council Regular Meeting and Work Session

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING & WORK SESSION

August 13, 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.

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2. **CLOSED (EXECUTIVE) SESSION** of the Addison City Council pursuant to Texas Government Code:
- Section 551.074. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to: **City Attorney Annual Review;**
 - Section 551.071(1)(A). Consultation with Attorney to discuss pending or contemplated litigation: **Cause No. DC-19-09630 – Bigelow Arizona TX-344, Limited Partnership dba Suites of America, TX-344 and/or Budget Suites of America vs-Town of Addison;** and
 - Section 551.072. Deliberation about Real Property - to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party: **Basin I Property.**

Mayor Chow closed the Regular Session at 5:07 pm to convene the City Council into Closed Executive Session.

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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
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action, if any, on matters discussed in Executive Session.

Mayor Chow closed the Closed Executive Session at 8:12 pm and reconvened the City Council into Open Session. Mayor Chow then called for any questions, comments or action to be taken from the Closed Executive Session.

MOTION: Council Member Hughes moved that the City Manager be authorized to acquire easements and other real property interests necessary to allow completion of the Basin I Project on terms which the City Manager may determine, in his discretion, are advantageous to the Town which agreements may include payment by the Town for the portions acquired in the amounts related thereto. The City Manager is hereby authorized under this motion to execute on behalf of the Town such instruments as maybe necessary or required to document and consummate the agreement and to cause the expenditure of Town funds such acquisition or related costs. Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

WORK SESSION

4. **Present and Discuss an Update on the Customs and Border Protection Facility at Addison Airport.**

Presentation: Lisa Pyles, Director of Public Works and Engineering Services, and Page Southerland Page, Inc. representative Jeff Mechlem provided updates on the status from the second bidding process including funding sources, value engineering options, material alternates, reduction of scope, the possible rejection of all bids to begin the bid process again, or award contract to the lowest, qualified bidder. It was noted that after the bidding process was initiated for the second time, the architectural design consultant firm revealed they had made a significant error in their estimate. This mistake, combined with current conditions in the construction market, resulted in bids that exceeded both the project estimate and budget. The Town received six bids on May 2, 2019. Staff, together with Page Southerland Page, Inc., worked with the lowest qualified bidder, J.C. Commercial, to review the project looking for ways to reduce the project costs. The team also identified additional funding sources such as the TxDOT Non-Primary Entitlement (NPE) funding. The estimated cost of the proposed total project is \$9,129,163.

COUNCIL COMMENTS: Councilmembers asked about the building per square foot costs of approximately \$1,250. Town staff and the consultant explained that this mainly the result of building requirements for the Customs portion of the facility. Council questioned why a \$500,000 contingency amount was included, City Manager Pierson advised that the costs for the air-side elements of the project (new ramps, aprons, etc.) are still estimates and that a high contingency should be maintained until actual air-side costs are received through the bidding process. A review of additional funding sources including the Non-Primary Entitlement funding were discussed by City Manager Pierson and Airport Director Jenkinson. Design costs for this project total \$857,000 and if the Council were to reject these bids and start again, the Town would incur additional design costs. City Manager Pierson informed Council that all costs for

this project are funded directly from the Airport Fund. Council discussed whether to continue to complete the vision of this facility and move forward or start over - reject all bids, re-design to a one-story facility, get design approval for the new facility from Customs and Border Protection. Consensus was to move forward.

5. **Present and Discuss Texas Election Code Chapter 255 Regulating Political Advertising and Campaign Communications During a Bond Election.**

Presentation: Lisa Pyles, Director of Public Works and Engineering Services, provided information regarding the Election Code to inform the City Council and Staff of the rules, regulations, permitted and prohibited activities of utilizing public resources for the upcoming Bond Election. Staff will prepare documents for distribution detailing Bond Election information in accordance with the Election Code.

6. **Present and Discuss an Update on the WaterTower Theatre.**

Mayor Pro-Tempore Braun and Council Member Walden requested an update and introduction of the WaterTower Theatre's Producing Artistic Director Shane Peterman.

Presentation: Mr. Peterman updated the City Council with the new artistic vision, business strategy, and other new initiatives adopted by the Board. Mr. Peterman reported that early results show season ticket sales are up 10%, an increase in new patrons and a decrease in spending. No action taken or required, provided for information only.

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.*

No citizens appeared to discuss any topic not on this agenda.

Consent Agenda: *All items listed under the Consent Agenda are considered routine by the City*

Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

Mayor Chow called for any items to be removed from the Consent Agenda and discussed separately. City Manager requested to pull Consent Agenda Item 8 to be presented and discussed at a future City Council Meeting. Council Member Quintanilla requested to address Consent Agenda Item 11 separately.

7. **Consider Action to Approve the Third Quarter Update from the Finance Committee to the City Council for the Period from April 2019 to June 2019.**
8. *Consider Action to Approve a Resolution Selecting The Frost National Bank as the Primary Depository Bank for the Town of Addison and Directing the City Manager to Negotiate a Treasury Management Services Agreement and a Security Agreement with the Bank. **(Moved to another meeting – no action taken)***
9. **Consider Action to Approve a Resolution Approving an Assignment of Ground Lease Between Mission Aire V, L.P. and Aerospace Development, LLC for Commercial Aviation use on Property Located at 4400 Westgrove Drive and Authorizing the City Manager to Execute the Consent of Landlord and Providing an Effective Date.**
10. **Consider Action to Approve a Resolution Approving a First Amendment to Ground Lease Between the Town of Addison and Aerospace Development, LLC for Commercial Aviation use on Property Located at 4400 Westgrove Drive and Authorizing the City Manager to Execute the Agreement and Providing an Effective Date.**

Mayor Chow called for a motion to approve Consent Agenda Items 7, 9, and 10.

MOTION: Mayor Pro-Tempore Braun moved to approve Consent Agenda Items 7, 9, and 10. Deputy Mayor Pro-Tempore Ward seconded the motion. Motion carried unanimously.

Resolution No. R19-049: Ground Lease Assignment Mission Aire V, LP & Aerospace Development, LLC, 4400 Westgrove Drive

Resolution No. R19-050: 1st Amendment Ground Lease Aerospace Development, LLC, 4400 Westgrove Drive

* * * * *

11. **Consider Action to Approve Change Order #2 to Flow-Line Construction, Inc., for the Construction of the Vitruvian Phase 5 Public Infrastructure Project Increasing the Construction Fee and Days to Complete and Authorize the City Manager to Execute the Change Order in an Amount Not to Exceed \$103,690.56.**

Council Member Quintanilla stated he had submitted some questions regarding this Change

Order which were answered by Director Pyles. The questions and responses to those questions were read aloud by City Manager Pierson. Mayor Chow called for a motion.

MOTION: Council Member Quintanilla moved to accept Consent Agenda Item 11 as presented. Deputy Mayor Pro-Tempore Ward seconded the motion. Motion carried unanimously.

Regular Items

12. **Present, Discuss, and Consider Action on a Resolution to Propose a Property Tax Rate of 0.591133 cents per \$100 of Property Valuation for the Town's Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020, and Scheduling Public Hearings Regarding the Proposed Tax Rate and Proposed Budget for the 2019-2020 Fiscal Year.**

Terri Doby, Budget Manager, presented this Resolution proposing the potential maximum property tax rate of \$0.591133 per \$100 of property valuation for Fiscal Year 2019-2020. Ms. Doby stated that the Dallas County Tax Assessor/Collector, the City's tax assessor/collector, has calculated the City's effective tax rate to be \$0.552371 and the rollback tax rate of \$0.591133. Ms. Doby explained that the effective tax rate is the total tax rate needed to raise the same amount of property tax revenue from the same properties in both the 2018 tax year and the 2019 tax year. The rollback tax rate is the highest tax rate that the Town may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

Ms. Doby explained that the Town must hold and conduct two public hearings on the proposed tax rate. The first public hearing is scheduled for Tuesday, August 27 at 7:30 pm and the second public hearing on Tuesday, September 3, 2019 at 5:00 pm. Each public hearing will be conducted at Town Hall and notice of each meeting and public hearing to be published and posted in the City's official newspaper in accordance with the law.

City Manager Pierson acknowledged that the Agenda Caption for this item should read "*A Resolution Proposing a Potential Maximum Property Tax Rate of \$0.591133...*".

MOTION: Council Member Walden moved approval of Item 12. Deputy Mayor Pro-Tempore Ward seconded the motion. Motion carried unanimously.

Resolution No. R19-051: Proposed Potential Property Tax Rate of \$0.591133/\$100 property valuation.

13. **Present, Discuss, and Consider Action on an Ordinance Calling a Bond Election to be Held on Tuesday, November 5, 2019, a Uniform Election Date, within the Town of Addison, Making Provision for the Conduct of the Election and Other Provisions Relating Thereof; and Providing an Effective Date.**

Lisa Pyles, Director of Public Works and Engineering Services, presented the Ordinance calling a November 5, 2019 Bond Election. A previous DRAFT ordinance included a proposition for land acquisition for economic development subject to approval by the Texas Attorney General. The Attorney General opined that bond funds cannot be utilized for the desired purpose because the Town Charter does not specifically allow it. At the dais, an updated Ordinance was presented showing a new Proposition E in the amount of \$600,000 for the purpose of providing funds for an Advance Traffic Management System; this item was recommended by the Community Bond Advisory Committee. This item was removed from Proposition A, the east/west road project, at the direction of the Bond Counsel since this item was a city-wide project not any specific roadway system. Propositions total \$70,620,000 – Proposition A \$22,300,000; Proposition B \$33,602,000; Proposition C \$6,723,000; Proposition D \$7,395,000; Proposition E \$600,000.

Council Member Hughes stated he had been asked by citizens why the road projects were all grouped together versus listed separately thereby allowing citizens to vote separately for the projects they wished to vote for? Staff explained that the Bond Committee believed that grouping the Propositions by road direction, east/west and north/south roadways, was the most efficient and reasonable approach.

MOTION: Council Member Hughes moved to approve Ordinance. Deputy Mayor Pro-Tempore Ward seconded the motion. Motion carried unanimously.

Ordinance No. O19-29: Calling November 5, 2019 Bond Election.

14. **Present, Discuss, and Consider Action on a Resolution Supporting the Town of Addison's Application to the Texas Department of Transportation's 2019 Transportation Alternatives Set-Aside (TASA) / Safe Routes to School-Infrastructure (SRTS) Call for Projects.**

Jana Tidwell, Director of Parks & Recreation, presented the Resolution supporting an application to the Texas Department of Transportation (TxDOT) 2019 Safe Routes to School (SRTS) Grant Program. Ms. Tidwell explained that SRTS grant funds can be used for development of plans, specifications, estimates, environmental documentation and construction of pedestrian and/or bicycle infrastructure. No matching grant funds are required. Proposition C of the proposed November Bond Election includes an extension of the Redding Trail and is not part of the grant but will extend the trail system within the Town.

Ms. Tidwell explained that staff completed a preliminary application for this grant and were recently notified that the Town qualified for the second round of this grant application. The second round requires the Town to submit a resolution from the governing body accepting responsibility of any non-reimbursable costs if the Town's \$910,000 grant application is approved. The grant includes three project segments of Shared Use Path or Sidewalk segments which will, once constructed, close sidewalk gaps and provide connection to George Bush Elementary and Greenhill School. This is a competitive grant program, so the Town will be competing with other entities for these same dollars. If grant funds are not awarded, then alternative funding for these projects will need to be identified.

MOTION: Council Member Willesen moved to approve. Council Member Hughes seconded the motion. Motion carried unanimously.

Resolution No. R19-052: Texas Department of Transportation 2019 Transportation Alternatives Set-Aside (TASA)/Safe Routes to School-Infrastructure (SRTS) Grant Application

15. **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 258.8 Square Foot Wall Sign on the North Facade.**

Charles Goff, Director of Development Services, introduced the meritorious exception as requested by 'Ross Dress for Less'. This was originally submitted to the City Council for consideration at the June 24th meeting. At that time, the Council voted to table consideration so that the size of the proposed sign could be compared to other existing signs in the shopping center. The applicant requested a meritorious exception to allow an increase to the maximum allowed effective area, from 132.48 to 258.8 square feet. The 132.48 square feet is allowed in this location consistent with the Code. Staff recommended denial of this meritorious exception requiring the applicant to comply with the Code of Ordinances as approved. Council asked several technical questions.

MOTION: Mayor Pro-Tempore Braun moved to deny meritorious exception. Council Member Hughes seconded the motion. Motion carried unanimously.

16. **Present, Discuss and Consider Action on 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.**

Charles Goff, Director of Development Services advised that at the City Council had directed Staff to draft changes to the Code of Ordinances (§ 62-247) regarding Political Signs after discussion at the May 28 Council Meeting. An amendment was presented, discussed and a public hearing held at the June 24 Council Meeting with staff directed to clarify language regarding signage allowed at an active polling location. On July 9, Staff again presented amendments for Council consideration. Staff was then directed to adjust the language related to where signs could be placed adjacent to the sidewalks and tabled approval to determine the typical yard-size political signs.

The changes presented and proposed by Staff remove the existing regulations on political signs in the ROW and replace it with new language expressly prohibiting signs in the ROW and on Town-owned property with two exceptions. The first exception allows signs in the front and side yards of single-family residential properties that overlap the public ROW as long as the signs are at least three feet away from the edge of the street, or in locations with sidewalks, behind the

back edge of the sidewalk without overhanging the walk way. The second exception would allow signs on Town-owned property that has been designated as an active polling place but would be subject to restrictions on the location and timing of the placement of signs, as well as the size and number of signs allowed. Signs in these locations would be limited in size to no more than 18 inches x 24 inches with a maximum area of three-square feet and would prohibit illuminated signs or signs with moving elements.

MOTION: Council Member Walden moved to approve Ordinance as presented by Staff with those two exceptions. Deputy Mayor Pro-Tempore Ward seconded the motion. Motion carried 6-1 with Council Member Willesen voting Against.

Ordinance No. O19-30: Amending Chapter 62, Section 62-247 Political Signs

17. **Present, Discuss, and Consider Action on the Town's Process to Accept and Evaluate Applications for Grant Funding from Non-Profit Organizations that Serve the Addison Community.**

Mayor Chow stated he asked City Manager Pierson to include this item on the Agenda. Mayor Chow stated that he and some of the newer Council Members had not been given the opportunity to meet and know the what these non-profit organizations did in the community, how many Addison residents they serve and just general information about those organizations. Currently the Council Members who serve as the Community Partner Bureau Liaisons review and evaluate requests from agencies that do not have specific Council liaisons. Council liaisons make recommendations for the organizations they represent. The recommendations are then presented during the Budget Work Sessions.

Deputy Mayor Pro-Tempore Ward, who currently serves on the Community Partner Bureau, commented that having all the Council Members hear from these organizations would be good especially since it would be conducted at an open meeting. Consensus was to allow the non-profit agencies who made requests and presentations to the Community Partner Bureau be offered an opportunity to also make presentations to the entire Council. The agencies requesting funding for Fiscal Year 2020 will be contacted and offered the opportunity to make a presentation at the August 27 Council Meeting. There were questions raised as part of the discussion about how these presentations might change the non-profit application review process. After some Council discussion, City Manager Pierson stated that a future Council discussion about the non-profit application review process would be needed to settle unresolved questions raised during Council discussion. No action required, presented for information only.

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

5.

Meeting Date: 09/10/2019

Department: Parks & Recreation

AGENDA CAPTION:

Consider Action to Approve a Resolution Authorizing an Agreement Between the Town of Addison and North Rock Construction, LLC for Winnwood Park Gazebo / Bridge & Town Hall Bridge Replacement, and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$253,936.85.

BACKGROUND:

The Fiscal Year 2019 budget includes funds in the amount of \$285,000 to replace the gazebo and bridge at Winnwood Park and to replace the pedestrian bridge at Town Hall.

The Town posted Bid #19-200 on BidSync on June 28, 2019. It closed on August 6, 2019. Two bids were received for the construction of the project. The bids were divided into a base bid project consisting of the gazebo and bridge replacement at Winnwood Park and an alternate bid project of the replacement of the bridge at Town Hall. The breakdown of bids is listed in the table below:

Respondents	Base Bid	Alternate Bid	Total
North Rock Construction	\$202,230.43	\$51,706.42	\$253,936.85
Denco	\$333,540.65	\$115,386.98	\$448,927.63

The low bidder, North Rock Construction, worked with the town on a previous project and completed the project on-time and within budget. Staff checked references and found them to be favorable. Staff requests Council consider approval of the contract with North Rock Construction in the amount of \$253,936.85 for the base bid and alternate bid items related to the project.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Winnwood Gazebo and Town Hall Bridge Replacement

Specification and Contract Documents - North Rock Construction
Bid Solicitation Packet for Bid #19-200

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND NORTH ROCK CONSTRUCTION, LLC FOR WINNWOOD PARK GAZEBO / BRIDGE & TOWN HALL BRIDGE REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$253,936.85, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Agreement between the Town of Addison and North Rock Construction, LLC for Winnwood Park Gazebo / Bridget & Town Hall Bridge Replacement in an amount not to exceed \$253,936.85, a copy of which is attached to this Resolution as **Exhibit A**, and which incorporates the Town of Addison's General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans and other bid documents is hereby approved. The City Manager is hereby authorized to execute the Agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of September , 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 10th day of September, 2019, by and between the Town of Addison, of the County of Dallas and State of Texas, acting as authorized through its Mayor, hereinafter termed the OWNER, and North Rock Construction, LLC., of the City of Denton, County of Denton, State of Texas, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete the services of your response to our bid:

Town of Addison Winnwood Park Gazebo / Bridge Replacement & Town Hall Bridge Replacement Bid # 19-200

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

The OWNER agrees to pay the CONTRACTOR \$ 202,230.43, and at its sole discretion, OWNER may also request CONTRACTOR to complete alternate bid items identified in the Bid in the amount of \$ 51,706.42, for the performance of the Contract in accordance with the Bid submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: K. Will - VP

City Secretary

Party of the Second Part
(CONTRACTOR)

ATTEST:



By: K. Will

The following to be executed if the CONTRACTOR is a corporation:

I, JUAN NAJERA JR., certify that I am the secretary of the corporation named as CONTRACTOR herein; that Kenneth Williamson, who signed this Contract on behalf of the CONTRACTOR is the of said corporation; that said Vice President Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: K. Will

Corporate Seal



SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE **DESIGN BUILD** CONSTRUCTION, OF
**TOWN OF ADDISON
WINNWOOD PARK GAZEBO /
BRIDGE REPLACEMENT AND
TOWN HALL BRIDGE
REPLACEMENT**

TOWN OF ADDISON, TEXAS
BID NUMBER **19-200**

June 13, 2019



PREPARED BY:

Town of Addison
16801 Westgrove Rd
Addison, TX 75001

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

North Rock Construction, LLC

525 S. Loop 288, Suite 105

Denton, TX 76205

SURETY:

(Name, legal status and principal place of business)

The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, MI 48076-3725

Mailing Address for Notices

The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, MI 48076-3725

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Addison

16801 Westgrove Road

Addison, TX 75001

BOND AMOUNT: Five Percent of the Greatest Amount Bid

(5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

Winnwood Park Gazebo / Bridge Replacement & Town Hall Bridge Replacement

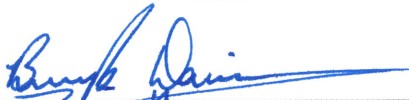
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

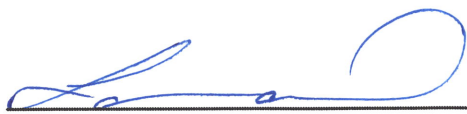
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **23rd** day of **July**

2019

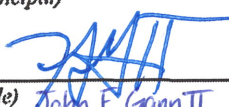

(Witness) **Brock Davies**


(Witness) **Lorena Mancía**

North Rock Construction, LLC

(Principal)

(Seal)

By: 

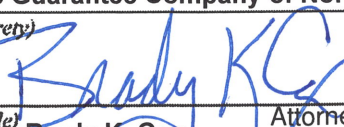
(Title) **John F. Gann II,**

President

The Guarantee Company of North America USA

(Surety)

(Seal)

By: 

(Title) **Brady K. Cox**

Attorney-in-Fact



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a The Guarantee Company of North America USA;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William D. Baldwin, Michael B. Hill, Brady K. Cox, Brock Baldwin, Brent Baldwin, Darrell Blaine Allen
Baldwin-Cox Agency LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 23rd day of July, 2019

Randall Musselman, Secretary

PROPOSAL FORM

August 06, 2019

TO: The Honorable Mayor and Town Council
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by:


John F. Gann II,

President

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 07/15/2019

Addendum No. 2 07/15/2019

Addendum No. 3 N/A

The following pages contain all bid items for:

BID SCHEDULE 1 – DESIGN BUILD REPLACEMENT OF WINNWOOD PARK GAZEBO / BRIDGE AND
TOWN HALL BRIDGE

BID FORM
BASE BID



Item No.	Bid Qty	Unit	Description	Unit Price	Total	Sheet Reference
BASE BID - WINNWOOD PARK						
1	1	LS	MOBILIZATION AND GENERAL CONDITIONS	7,041.34	7,041.34	Specs
2	1	LS	DEMOLITION PEDESTRIAN BRIDGE	19,332.87	19,332.87	LA-1
3	1	LS	DEMOLITION GAZEBO	15,084.44	15,084.44	LA-1
4	1	LS	SHOP DRAWINGS BRIDGE	590.00	590.00	Plans
5	1	LS	SHOP DRAWINGS GAZEBO	336.30	336.30	Plans
6	1	LS	BRIDGE MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS	106,113.58	106,113.58	Plans
7	1	LS	GAZEBO MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS	47,831.90	47,831.90	Plans
8	1	LS	ELECTRICAL CONDUIT AND LIGHTING INSTALLATION	5,900.00	5,900.00	Plans
BASE BID TOTAL IN FIGURES				202,230.43		
BASE BID TOTAL IN WORDS				Two hundred two thousand, two hundred thirty dollars and forty-three cents		
ALT. BID ITEM 1- TOWN HALL						
1	1	LS	MOBILIZATION AND GENERAL CONDITIONS	3,048.70	3,048.70	Specs
2	1	LS	DEMOLITION BRIDGE	5,042.81	5,042.81	Plans
2	1	LS	SHOP DRAWING BRIDGE	236.00	236.00	Plans
3	1	LS	BRIDGE MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS	43,378.91	43,378.91	Plans
ALTERNATE BIDS IN FIGURES				51,706.42		
ALTERNATE BID IN WORDS				Fifty one thousand, seven hundred six dollars and forty-two cents		

ALTERNATE BID ITEM 2 - OPTIONAL VALUE ENGINEERING BY CONTRACTOR

Item No.	Bid Qty	Unit	Description	Unit Price	Total	Sheet Reference
ALTERNATE BID ITEM 2 - OPTIONAL VALUE ENGINEERING BY CONTRACTOR						
OPT A						ATTACH DESCRIPTION
DEDUCTIVE ALTERNATE #2A TOTAL IN FIGURES						
DEDUCTIVE ALTERNATE #2A TOTAL IN WORDS						
OPT B						ATTACH DESCRIPTION
DEDUCTIVE ALTERNATE #2B TOTAL IN FIGURES						
DEDUCTIVE ALTERNATE #2B TOTAL IN WORDS						
OPT C						ATTACH DESCRIPTION
DEDUCTIVE ALTERNATE #2C TOTAL IN FIGURES						
DEDUCTIVE ALTERNATE #2C TOTAL IN WORDS						
CONSTRUCTION TIME FRAME BID						

Contractor is to bid the number of calendar days required to substantially complete the project.

(Construction of the project will be substantially completed within **60 (Sixty)** calendar days, following the notice to proceed.

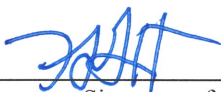
NOTES: 1. All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.

2. Total price must be shown in words and figures on the Bid Form. In the event of discrepancy, the words shall control.
3. Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the Town of Addison, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as water pipe, sanitary sewer pipe, storm drain pipe, etc.

Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the Town of Addison's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

John F. Gann II, President

Name of Person Signing Bid



Signature of Person Signing Bid

525 S. Loop 288, Suite 105, Denton, TX. 76205

Address

940-220-5500

Telephone No.

877-305-4657

Fax No.

27-0416466

T.I.N. (Tax Identification or Employer's Number)

If BIDDER is:

AN INDIVIDUAL

By _____ **N/A** _____ (Seal)
(Individual's Name)

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

By _____ **N/A** _____ (Seal)
(Firm Name)

_____ (General Partner)

doing business as _____

Business address: _____

Phone No. _____

A CORPORATION

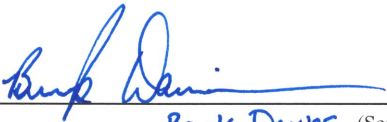
By _____ **North Rock Construction, LLC** _____
(Corporation Name)

_____ **Texas** _____
(State of Incorporation)

By _____  _____ **John F. Gann II** _____
(Name of Person Authorized to Sign)

_____ **President** _____
(Title)

(Corporate Seal)

Attest _____  _____
Brock Davies (Secretary)

Business address: _____ **North Rock Construction, LLC** _____

_____ **525 S. Loop 288, Suite 105** _____

_____ **Denton, TX. 76205** _____

Phone No. _____

A JOINT VENTURE

By _____ **N/A** _____
(Name)

_____ (Address)

By _____ (Name)

_____ (Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Information and Instruction Form

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

Section I Company Profile

Name of Business: North Rock Construction, LLC

Business Address: 525 S. Loop 288, Ste 105
Denton, TX. 76205

Contact Name: Johnny Gann, President

Phone#: 940-220-5500

Fax#: 877-305-4657

Email: jgann@nrockconstruction.com

Name(s) Title of Authorized Company Officers:

John F. Gann II, President

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

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

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

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

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

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

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

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

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

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

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.
<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

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

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

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

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

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

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

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

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

Signature: Date: 8-6-19

Title: President



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

10/17/17

Town of Addison

Indemnification Agreement

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

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

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

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

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

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

Project/Bid#: **Bid #19-200 Winnwood Park Gazebo/Bridge Replacement & Town Hall Bridge Replacement.**

Company Name: North Rock Construction, LLC

Signature: _____



Date: Tuesday, Aug. 06, 2019

CONTRACTOR QUALIFICATION STATEMENT

Firm Name: North Rock Construction, LLC Date Organized: 2013
☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Sole Proprietor
Address: 525 S. Loop 288, Suite 105
City: Denton State: TX. Zip: 76205
Telephone Number(s): 940-220-5500 Email: jgann@nrockconstruction.com
Number of years in business under present name: Six +
Former name(s) of organization: N/A
Surety Bonding Company: The Guarantee Company of North America USA
Surety's AM Best Rating: (Must be A Rated or Better) A, Excellent
Insurance Agency Address: K&S Insurance, 2255 Ridge Rd., Ste. 333, Rockwall, TX. 75087
Contact Person: Jay Jordan Phone Number: 972-771-4071
Percentage of work to be done by Bidders Employees (Based on Amount of Bid) \$

1. LIST OF SIMILAR COMPLETED PROJECTS:

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner
\$1,300,000.00	2+ Miles of Nature Hike/Bike Trail Paving	Mar. 2019	Town of Flower Mound; 972-874-6308
\$360,000.00	4,000LF+ of concrete walking trail with pedestrian bridges in new construction neighborhood park	Feb. 2019	History Maker Homes; 817-849-5282
\$1,200,000.00	3+ miles of paved hike/bike trail; low-water crossings, pedestrian bridge, & traffic signal installation.	Jan. 2018	City of Denton; 940-349-7275
\$2,390,000.00	13,000LF of primary concrete trail; low water crossings, pedestrian bridge, masonry walls, & box culverts	Aug. 2015	City of Irving; 972-721-2719

2. LIST OF SIMILAR PROJECTS UNDER CONSTRUCTION OR UNDER CONTRACT:

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner
\$96,000.00	Drainage improvements & repaving 450LF of Hike & Bike Trail	*Aug. 2019	City of Plano; 972-941-7250
\$265,000.00	3,500LF of concrete Hike/Bike trail w/retaining walls	*Sept. 2019	TRWD: 817-335-2491
\$155,000.00	1,200LF of Hike/Bike Trail; stone gravity walls pedestrian bridge, & equipment crossing	*Sept. 2019	View of Fort Worth: 602-432-7121
\$410,000.00	1,100LF+ paved walkways; pre-fabricated restroom building, utility adjustments, and revegetation.	*Oct. 2019	Town of Flower Mound; 972-874-6308

3. LIST OF SURETY BONDS IN FORCE ON ABOVE INCOMPLETE WORK (LIST 2):

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner
\$96,000.00	Drainage improvements & repaving 450LF of Hike & Bike Trail	*Aug. 2019	City of Plano; 972-941-7250
\$265,000.00	3,500LF of concrete Hike/Bike trail w/retaining walls	*Sept. 2019	TRWD: 817-335-2491
\$410,000.00	1,100LF+ paved walkways; pre-fabricated restroom building, utility adjustments, and revegetation.	*Oct. 2019	Town of Flower Mound; 972-874-6308

July, 2019

References

Project Name and Location:	Russell Creek Trail Undercrossing at Independence	Plano, TX
Contract Amount:	\$440,292.07	
Scope of work:	Erosion control, temp. fencing, clearing, grubbing, excavation, grading, demo of drainage structures, construct and connect new drainage structures, new hike and bike reinforced concrete trail, retaining wall with stone face, guard rail with stone columns, and establish sod.	
Owner Contact Info:	City of Plano, TX	Renee Burke Jordan, AICP
	(972) 941-7168	reneej@plano.gov
	PO Box 860358	Plano, TX 75086-0358
Project Name and Location:	E. Jefferson Bridge # 2 Rehabilitation	Grand Prairie, TX
Contract Amount:	\$516,812.91	
Scope of work:	Erosion control & prep of ROW, remove existing concrete & metal, remove & repair cracked concrete, install new guard fence & rail, concrete, wing wall extensions, bridge rail & transitions.	
Owner Contact Info:	City of Grand Prairie, TX	Leland Miller
	(972) 237-8529	Lrmiller@gptx.org
	PO Box 534045	Grand Prairie, TX 75051
Project Name and Location:	Roy Orr Bridge	Grand Prairie, TX
Contract Amount:	\$437,212.78	
Scope of work:	Demo and haul off, excavation and grading, excavate & fill, block sodding, install concrete, void fill, compacted base, install toe walls, under drain and shoulder drain.	
Owner Contact Info:	City of Grand Prairie, TX	Leland Miller
	(972) 237-8529	Lrmiller@gptx.org
	PO Box 534045	Grand Prairie, TX 75051

Project Name and Location: Unity Park Phase 2B Highland Village, TX

Contract Amount: \$380,713.75

Scope of work: N Parking Lot, restrooms and volleyball ct. Erosion control, remove existing, provide earthwork & grading, construct/install concrete, signage, pavement markings, fencing, bike racks, landscaping, restroom bldg..

Owner Contact Info: City of Highland Village, TX Fince Espinosa

 (972) 317-7430 fespinoza@highlandvillage.org

 1000 Highland Village Rd Highland Village, TX 75077

Project Name and Location: Saint Jo ISD, Tennis Courts Saint Jo, TX

Contract Amount: \$184,880.40

Scope of Work: Two (2) tennis courts with associated parking, access sidewalks, and fencing. realignment of access driveway to new courts.

Owner Contact Info: Saint Jo Independent School District Larry H. Smith, Superintendent

 (940) 995-2668 larry.smith@esc9.net

 206 W Evans St Saint Jo, TX 76265

Project Name and Location: Watters Crossing Allen, TX

Contract Amount: \$369,894.23

Scope of Work: Demo & haul off, excavation & grading, handicap & playground ramps, new concrete pavement, hike & bike trail, drainage, install grills, benches and playground units, construct decomposed granite walk & seating area, install stone veneer, sod, repair irrigation system and add drainage.

Owner Contact Info: City of Allen, TX Matthew D. McComb, Landscape Architect

 (214) 509-4721 mmccomb@cityofallen.org

 900 S Greenville Ave Allen, TX 75002

Project Name and Location:	Carrollton Downtown Trail	Carrollton, TX
Contract Amount:	\$480,000.67	
Scope of Work:	Fiber reinforced concrete trail, trail widening, pavement markings, pedestrian bridge, trail amenities, landscaping, irrigation and pavers.	
Owner Contact Info:	City of Carrollton, TX	Andrew Combs, PE
	(972) 466-3078	andrew.combs@cityofcarrollton.com
	1945 E. Jackson Rd	Carrollton, TX 75006
Project Name and Location:	Trash Interceptor for West Irving Creek Outlet	City of Irving, TX
Contract Amount:	\$ 648,766.83	
Scope of Work:	all concrete, steel, appurtenances, tools, equipment, labor and incidentals necessary to install complete in place the drive aisles, pavement, reinforced concrete footings, gabions, and associated site work for the trash interceptor structures	
Owner Contact Info:	City of Irving, TX	Gene Moulden, Planning Manager
	(972) 721-2719	gmoulden@cityofirving.org
	825 W Irving Blvd	Irving, TX 75060
Project Name and Location:	G. Roland Vela Athletic ComplexDenton, TX.	
Contract Amount:	\$5,692,727.00	
Scope of Work:	Construction of a 16ac. Four field athletic complex; earth work & site grading, 400 space concrete parking lot, athletic field lighting, concession/restroom building, utilizes, landscape & irrigation, pedestrian paving, playground structure, shade pavilions, and drainage culvert bridge.	
Owner Contact Info:	City of Denton, TX	Jim Mays, Construction Admin
	(940) 349-7200	jim.mays@cityofdenton.com
	869 S. Woodrow	Denton, TX 76205

Project Name and Location:	Pedestrian Trail Connection Project	Highland Village, TX
Contract Amount:	\$1,007,937.92	
Scope of Work:	5" and 6" reinforced concrete pavement, reinforced concrete pipe and box culvert drainage structures, inlets, headwalls, stone veneer reinforced concrete retaining walls, landscaping, irrigation, electrical, and other misc. related appurtenances	
Owner Contact Info:	City of Highland Village, TX	Fince Espinosa
	(972) 317-7430	fespinoza@highlandvillage.org
	1000 Highland Village Rd	Highland Village, TX 75077
Project Name and Location:	The Dog Park at Jack Carter Park	Plano, TX
Contract Amount:	\$531,613.46	
Scope of Work:	Entry gates, fence and plaza reconstruction, shade shelters, lighting and controls, irrigation system, misc. concrete paving and site furnishings.	
Owner Contact Info:	City of Plano, TX	Bill Dakin
	(972) 941-7271	billd@plano.gov
	PO Box 860358	Plano, TX 75086-0358
Project Name and Location:	Hillside Park	Allen, TX
Contract Amount:	\$252,142.76	
Scope of Work:	Concrete flatwork, playground improvements, masonry signage, demo, landscape, earthwork and irrigation.	
Owner Contact Info:	City of Allen, TX	Laura Demos, Park Planner
	(214) 509-4720	ldemos@cityofallen.org
	900 S. Greenville Ave.	Allen, TX 75002

Project Name and Location:	Wylie Municipal Complex Trail Wylie, TX	
Contract Amount:	\$480,436.50	
Scope of Work:	Park improvements including new concrete trail, sidewalk connections, enhancement of an old roadway, new pre-fabricated pedestrian bridge, and other misc.	
Owner Contact Info:	City of Wylie, TX	Michael B. Sferra, Public Service Director
	(972) 516-6381	mike.sferra@wylietexas.gov
	300 Country Club Rd, Bldg. 100	Wylie, TX 75098
Project Name and Location:	Collin County Walking Trail	Collin County
Contract Amount:	\$418,593.95	
Scope of Work:	Construction of walking trail including trail lighting, picnic areas, and memorial plaque wall area. Demo and roadway work as required	
Owner Contact Info:	Collin County, TX	Matthew F. Dobecka, CPPO, CPPB
	(972) 548-4103	mdobecka@collincountytexas.gov
	2300 Bloomdale Rd., Ste 3160	McKinney, TX 75071
Project Name and Location:	Lone Star/Campion Trail Connection	City of Irving
Contract Amount:	\$2,391,150.78	
Scope of Work:	Excavation and grading, 13,000 lf of primary concrete trail, retaining walls, low water crossings, ornamental railing, pedestrian bridge, 75 lf box culvert, masonry walls and columns, fencing and railing, park furnishings, and associated appurtenances.	
Owner Contact Info:	City of Irving, TX	Gene Moulden, Planning Manager
	(972) 721-2719	gmoulden@cityofirving.org
	825 W Irving Blvd	Irving, TX 75060

Project Name and Location:	Various Projects	Denton, TX
Contract Amount:	\$5,000 to \$300,000+	
Scope of Work:	demo, backfill, foundations, paving, ramps, curb & gutter, etc.	
G/C Contact Info:	Links Construction LLC	Wes Byrne, President
	(940) 566-5465	wbyrne@linksconstruction.com
	525 S. Loop 288, Suite 105	Denton, TX 76205

Current Projects:		
Unity Park Softball field Expansion	City of Highland Village, TX	\$ 934,648.38
Coit Road RxR Paving Improvements	City of Plano, TX	\$ 337,471.53
Denton County Court House Pavers Repair	Denton County, TX	\$ 1,114,320.00
Bakersfield Park sidewalk & Restroom	Flower Mound, TX.	\$ 327,805.06

Solicitation 19-200

Winnwood Park Gazebo/Bridge Replacement and Town Hall Bridge Replacement

Bid Designation: Public



Town of Addison

Bid 19-200

Winnwood Park Gazebo/Bridge Replacement and Town Hall Bridge Replacement

Bid Number	19-200
Bid Title	Winnwood Park Gazebo/Bridge Replacement and Town Hall Bridge Replacement
Bid Start Date	Jun 28, 2019 2:06:27 PM CDT
Bid End Date	Jul 23, 2019 2:00:00 PM CDT
Question & Answer End Date	Jul 18, 2019 12:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Pre-Bid Conference	Jul 9, 2019 2:00:00 PM CDT Attendance is optional Location: Addison Finance Building 5350 Belt Line Road Dallas, Tx 75254

Description

*NO FAX OR EMAIL SUBMITTALS ACCEPTED.



SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE **DESIGN BUILD** CONSTRUCTION, OF
**TOWN OF ADDISON
WINNWOOD PARK GAZEBO /
BRIDGE REPLACEMENT AND
TOWN HALL BRIDGE
REPLACEMENT**

TOWN OF ADDISON, TEXAS
BID NUMBER **19-200**

June 13, 2019

PREPARED BY:

Town of Addison
16801 Westgrove Rd
Addison, TX 75001



TOWN OF ADDISON, TEXAS

MAYOR

Joe Chow

MAYOR PRO TEMPORE

Tom Braun

DEPUTY MAYOR PRO TEMPORE

Lori Ward

COUNCILMEMBERS

Ivan Hughes

Guillermo

Quintanilla

Paul Walden

Marlin Willesen

CITY MANAGER

Wes Pierson

DEPUTY CITY MANAGER

Ashley Mitchell

DIRECTOR OF PARKS AND RECREATION

Janna Tidwell

TABLE OF CONTENTS

Section AB	Advertisement for Bids
Section IB	Instructions to Bidders
Section PF	Proposal Form
Section CA	Contract Agreement
Section PrB	Performance Bond
Section PyB	Payment Bond
Section MB	Maintenance Bond
Section BP	Bills Paid
Section GP	General Provisions
Section SP	Special Provisions
Section TS	Technical Specifications

SECTION AB

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

1. Sealed proposals (herein referred to as bids or proposals) addressed to the Town of Addison, Texas, for the Design Build of Winnwood Park Gazebo and Bridge and Town Hall Bridge Replacement Project in the Town of Addison, Texas, hereinafter called “City” or “Owner” in accordance with specifications and informational plans will be received at the office of Wil Newcomer, Finance Building, 5350 Belt Line Road, Addison, Texas until 2:00 p.m. on **23rd** day of July, 2019. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words PARKS DEPARTMENT #19-200, Winnwood Park Gazebo / Bridge and Town Hall Bridge Replacement Project.
3. Bids shall be accompanied by a Bid Bond in an amount not less than five percent (5%) of the total maximum bid price, from a reliable surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties; or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the bidder will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to him. Bid bonds need to be signed originals to be valid – no photocopied, faxed, or scanned copies will be accepted.
4. Plans, specifications and bidding documents may be secured electronically through www.bidsync.com. Interested bidders are strongly encouraged to register with the site, as registration will provide automatic notifications of any addenda which are posted. Bidders may select either the paid or free registration options- either will provide equal access to Addison’s bid material.
5. The right is reserved by the Mayor and the City Council, as the interests of the City may require, to reject any or all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Bid Bond will be required by the Owner; in the amount of 5% of the total contract amount. Bonds shall be issued by a surety company licensed by the State of Texas to act as a Surety and be listed on the current U.S. Treasury Listing of Approved Sureties.
8. For information on bidding, call Wil Newcomer, Town of Addison Purchasing Manager, (972) 450-7091.
9. The project consists of replacing Winnwood Park Gazebo and Bridge and Town Hall Bridge.
10. Due to the location and complexity of the project, the Town strongly encourages attendance to the Pre-Bid meeting will be held on site. Park at the Town of Addison Finance Building located at 5350 Belt Line Rd., Addison, TX at 2:00 p.m. on July 9th, 2019

SECTION IB

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

- A. **PROJECT:** This is a Design Build project for the Bridge and Gazebo Replacement for Winnwood Park and Bridge Replacement for Town Hall, in the Town of Addison. The bids will be evaluated as stated in Section "O" of these Instructions to Bidders.
- B. **PROJECT DESCRIPTION:** Gazebo Replacement and Bridge Replacement
- C. **PROPOSALS:** Proposals must be in accordance with these instructions in order to receive consideration.
- D. **DOCUMENTS:** Bidding Documents include the Project Manual (consisting of the Advertisement for Bids, these Instructions to Bidders, Proposal Forms, Terms and Conditions, Information and Instructions form, Contract Agreement, and Technical Specifications), a Waiver of Lien, Drawings, and Addenda which may be issued by the Town of Addison during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. **EXAMINATION OF DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the construction site to obtain firsthand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions; and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Documents, he may submit to the Town of Addison, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the Owner.
- G. **SUBSTITUTIONS:** Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for substitutions must be received by the Town of Addison seven (7) calendar days prior to the established bid date.
- H. **ADDENDA:** Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be emailed, faxed or delivered to each person who has been issued a set of

the Bidding Documents. Addenda will be a part of the Bidding Documents and the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by telegram, certified or registered mail, facsimile, email or hand delivered to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) calendar days prior to the date fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.

- I. **COMPLETION TIME:** The completion time of the project will be set through the bidding technique used in the Proposal Form. A more detailed explanation of the bidding technique is given in section O that follows below.
- J. **PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures as shown on the bid tab or they may be deemed informal and may be rejected. In case of discrepancy between the price written in the bid and that given in the figures, the price in writing will be considered as the bid. In the case of a discrepancy between a unit price and its extension, the unit price will govern. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

NOTE: A COMPUTER-GENERATED PROPOSAL FORM MAY BE USED IN LIEU OF THE ENCLOSED FORMS. THE FORM SHALL BE 8 1/2" BY 11" IN SIZE, AND WILL BE ATTACHED TO THE PROPOSAL IN THE PROPER SECTION, AND WILL BE MADE PART OF THE PROPOSAL AND CONTRACT DOCUMENTS.

NOTE: THE SPREADSHEET OPTION IS FOR THE CONVENIENCE OF THE BIDDER. NO WORDING IN THE SPREADSHEET SHALL MODIFY OR AMEND THE WORDING IN THE BID PROPOSAL OR PLANS. THE UNIT PRICE ON THE FORM SHALL BE THE PRICE OF THE ITEM, AND ERRORS THAT MAY BE PRESENT IN THE PRINTOUT WILL NOT BE RECOGNIZED AS AN OPPORTUNITY TO REVISE THE PROPOSAL. THE SUMMARY SHEET INCLUDED IN THIS BID DOCUMENT SHALL BE UTILIZED FOR SUMMARIZING THE BID. THE SPREADSHEET SHALL PRESENT EACH ITEM IN THE ORDER AND NUMBER AS SHOWN IN THE CITY'S PROPOSAL AND BID SCHEDULE FOR THIS PROJECT. THE SPREADSHEET SHALL BE IN A COLUMN FORMAT WITH THE FOLLOWING COLUMNS:

- 1. ITEM NUMBER
- 2. BID QUANTITY
- 3. UNIT OF MEASURE

4. DESCRIPTION OF ITEM
5. UNIT PRICE
6. AMOUNT BID

- K. SUBMITTAL OF BIDS: Sealed proposals, containing one (1) original, three (3) copies and one (1) USB, will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the Town of Addison. Bidders shall submit proposals in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the name and address of the bidder. The envelopes shall also be marked with the following project description:

PARKS DEPARTMENT #19-xxx
DESIGN BUILD WINNWOOD PARK GAZEBO / BRIDGE AND
TOWN HALL BRIDGE REPLACEMENT

The Bid Bond must be completed and signed by each bidder and submitted with the bid. A separate bid must be submitted for each discipline that a contractor wishes to be awarded. Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the Town.

- L. MODIFICATION AND WITHDRAWAL OF BIDS: Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty (60) calendar days after the time agreed upon for the receipt of bids.
- M. DISQUALIFICATION: The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- N. SUBMISSION OF POST-BID INFORMATION: Upon notification of acceptance, the selected bidder shall, within five (5) calendar days, submit the following:
1. A designation of the portions of the Work proposed to be performed by the bidder with his own force.
 2. A list of names of the Subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the Town of Addison. The bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.
- O. AWARD: The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and informalities. The Town of Addison Parks Department will select the bidder with the best overall value for the Town. The evaluation committee will be formed by (1) representative from Purchasing Department, (1) representative from the Parks Department, (1) representative from the Design Team and (1) representative from the Town Managers office.

The selected best overall value will be based on the following criteria and the associated value of each:

1. Two references for the General Contractor: Maximum 20 points.
 2. Price of Bid: The Bid will be awarded, and the value paid, to the contractor based on the cumulative costs of the total bid items. Payment will NOT be made based on actual quantities installed. Quantities for the individual unit cost items shown on the bid form and plans are for the Contractor's convenience only. The Contractor is wholly responsible to establish his/her own takeoffs in developing the bid. No change orders will be approved for any item required by the plans and/or specifications on the basis that is not specifically itemized as an estimated quantity, or that the quantity identified on the plans or in the Contractor's own bid form was not accurate. Maximum 50 points.
 3. Experience with Park Projects: Provide a list of park projects that have been completed by the bidding contractor within the last five years. Maximum 20 Points.
 4. Schedule: The contractor is to provide with the bid the number of days construction the project will require before reaching substantial completion. The construction schedule will begin once Notice to Proceed is issued by the Town. Maximum 10 Points
- P. Alternate items may or may not be awarded. Addition or deletion of other items or schedules will be governed by the Standard Specifications for Public Works Construction – North Central Texas, 5th Edition, (hereinafter called SSPWC) Item 104.2 "Change or Modification of Contract". Alternate item samples will be provided to the town at no cost to the town, upon request.
- Q. EXECUTION OF THE CONTRACT: The successful bidder will be required to enter into a contract with the Owner within fourteen (14) days of notice by the Owner that his bid has been accepted. Failure to enter into a contract within the established time limit shall be considered grounds for forfeiture of the bid bond.
- R. CONSTRUCTION SCHEDULE: The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project. The Contractor shall begin construction within ten (10) calendar days of the issuance of the Notice to Proceed. The date of substantial completion will be set based on the contractor's schedule included in their bid. Substantial completion shall be defined as "A condition that will allow for the safe use of the space with all primary elements of the project being usable and functional"
- S. LIQUIDATED DAMAGES: Monetary damages will be paid to the City (or deducted from outstanding pay applications) in the total of \$200.00 per calendar day for each day past therequired substantial completion date until such time as the project is accepted as "Substantially Complete."
- T. FORM OF CONTRACT: The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract AgreementSection.
- U. BONDS: A Bid Bond will be required by the Owner. The Bid Bond shall name the Town of

Addison, and others as directed by the Town, as joint obligees. Sample forms have been included in the Bid Bond sections. (Contractor shall confirm the legal names of obligees prior to execution of Bonds.)

- V. **BID SECURITY:** Bids shall be accompanied by a bid bond in an amount not less than five percent (5%) of the total maximum bid price, from a surety company licensed to do business in the State of Texas as a guarantee that the bidder will enter into a contract and execute a Performance Bond and Payment Bond within ten (10) calendar days after notice of award of contract to him. Such bid bonds will be returned to the vendor at any time following the bid upon request via email, so long as he has not been notified of the acceptance of his bid.
- W. **RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- X. **CONSTRUCTION STAKING:** Construction staking and re-staking will not be provided by the Owner. Benchmarks and Horizontal Control are designated on the plans. There is no separate bid item for staking, therefore, the contractor must include value for staking in the various bid items as subsidiary to the contract. Any staking or re-staking that is required shall be the responsibility of the Contractor and shall be at no cost to the Owner.
- Y. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 109.5.4 of the SSPWC including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
 - 1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 - 2. A Consent of Surety Company to Final Payment.
 - 3. A complete set of record plans which indicate all construction variations from the original construction documents in accordance with Item 5 of the Special Provisions.
 - 4. A one (1) year Maintenance Bond in accordance with Section MB.
- Z. **PRIORITY OF CONTRACT DOCUMENTS:** In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement; performance and payment bonds; proposal; special provisions (or conditions); technical specifications; general provisions; advertisement for bids; project drawings; technical specifications as provided herein; Town of Addison Standard Drawings. This priority list shall take precedence over Item 105.1.1 of the SSPWC.

SECTION PF
PROPOSAL FORM

PROPOSAL FORM

_____, 2017

TO: The Honorable Mayor and Town Council
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by: _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

The following pages contain all bid items for:

BID SCHEDULE 1 – DESIGN BUILD REPLACEMENT OF WINNWOOD PARK GAZEBO / BRIDGE AND TOWN HALL BRIDGE

BID FORM**BASE BID**

Item No.	Bid Qty	Unit	Description	Unit Price	Total	Sheet Reference
BASE BID - WINNWOOD PARK						
1	1	LS	MOBILIZATION AND GENERAL CONDITIONS			Specs
2	1	LS	DEMOLITION PEDESTRIAN BRIDGE			LA-1
3	1	LS	DEMOLITION GAZEBO			LA-1
4	1	LS	SHOP DRAWINGS BRIDGE			Plans
5	1	LS	SHOP DRAWINGS GAZEBO			Plans
6	1	LS	BRIDGE MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS			Plans
7	1	LS	GAZEBO MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS			Plans
8	1	LS	ELECTRICAL CONDUIT AND LIGHTING INSTALLATION			Plans
BASE BID TOTAL IN FIGURES						
BASE BID TOTAL IN WORDS						
ALT. BID ITEM 1- TOWN HALL						
1	1	LS	MOBILIZATION AND GENERAL CONDITIONS			Specs
2	1	LS	DEMOLITION BRIDGE			Plans
2	1	LS	SHOP DRAWING BRIDGE			Plans
3	1	LS	BRIDGE MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS			Plans
ALTERNATE BIDS IN FIGURES						
ALTERNATE BID IN WORDS						

ALTERNATE BID ITEM 2 - OPTIONAL VALUE ENGINEERING BY CONTRACTOR						
OPT A						ATTACH DESCRIPTION
			DEDUCTIVE ALTERNATE #2A TOTAL IN FIGURES			
			DEDUCTIVE ALTERNATE #2A TOTAL IN WORDS			
OPT B						ATTACH DESCRIPTION
			DEDUCTIVE ALTERNATE #2B TOTAL IN FIGURES			
			DEDUCTIVE ALTERNATE #2B TOTAL IN WORDS			
OPT C						ATTACH DESCRIPTION
			DEDUCTIVE ALTERNATE #2C TOTAL IN FIGURES			
			DEDUCTIVE ALTERNATE #2C TOTAL IN WORDS			
CONSTRUCTION TIME FRAME BID						
Contractor is to bid the number of calendar days required to substantially complete the project.			Construction of the project will be substantially completed within _____ calendar days, following the notice to proceed.			

NOTES: 1. All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.

2. Total price must be shown in words and figures on the Bid Form. In the event of discrepancy, the words shall control.
3. Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the Town of Addison, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as water pipe, sanitary sewer pipe, storm drain pipe, etc.

Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the Town of Addison's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

Name of Person Signing Bid

Signature of Person Signing Bid

Address

Telephone No.

Fax No.

T.I.N. (Tax Identification or Employer's Number)

If BIDDER is:

AN INDIVIDUAL

By _____ (Seal)
(Individual's Name)

doing business as _____

Business address: _____

Phone No. _____

A PARTNERSHIP

By _____ (Seal)
(Firm Name)

(General Partner)

doing business as _____

Business address: _____

Phone No. _____

A CORPORATION

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No. _____

A JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION CA

CONTRACT AGREEMENT

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, of the City of _____, County of _____, State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

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

DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO AND TOWN HALL BRIDGE REPLACEMENT BID NUMBER 19-200

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

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

The OWNER agrees to pay the CONTRACTOR _____ Dollars (\$_____) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____
Wes Pierson, City Manager

By: _____
Irma Parker, City Secretary

(CONTRACTOR)

ATTEST:

By: _____

By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

SECTION PrB

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the Town of Addison (hereinafter called the Obligee), in the amount of _____
_____ Dollars (\$_____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2018 to

DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO
AND TOWN HALL BRIDGE REPLACEMENT BID
NUMBER 19-200

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS, WHEREOF, the said Principal and Surety have signed this instrument this _____ day of _____, 2018.

_____	_____ (Principal)
_____	By: _____
_____	_____ (Surety)
_____	By: _____ (Attorney-in-Fact)

SECTION PyB
PAYMENT BOND

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the Town of Addison (hereinafter
called the Obligee), in the amount of _____
_____ Dollars (\$_____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 2018 to
**DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO
AND TOWN HALL BRIDGE REPLACEMENT BID
NUMBER 19-200**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution
of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions, and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS, WHEREOF, the said Principal and Surety have signed this instrument this _____
day of _____, 2018.

_____ _____	_____ (Principal) By: _____ _____ (Surety) By: _____ (Attorney-in-Fact)
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SECTION MB

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That _____ as principal and _____
_____, a corporation organized under the laws of _____
and _____ as sureties, said sureties being authorized to do business in
the _____

State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of Addison,
a municipal corporation, chartered by virtue of a Special Act of Legislature of the State of Texas, as Addison, Dallas
County, Texas, the sum of

(\$_____) for the payment of which sum will and truly to be made unto said Town of Addison and its
successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

has this day entered into a written contract with the said Town of Addison to build and construct the

**DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO
AND TOWN HALL BRIDGE REPLACEMENT BID
NUMBER 19-200**

which contract and the Plans and Specifications therein mentioned adopted by the Town of Addison, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) year from the date of startup, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract;

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS, WHEREOF, the said _____ has caused these presents to be
 executed by _____ and the said _____ has hereunto set his
 hand this the _____ day of _____, 20 ____

SURETY

PRINCIPAL

 By: _____

By: _____
 Attorney in Fact

ATTEST

By: _____
 Surety

 Secretary

 Agency and Address

NOTE: Date of Maintenance Bond must be same as date of City acceptance.

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared _____ who, being
duly sworn, on oath, says that he is a legal representative of _____
(full name of Contractor as in contract)

and that the contract for the construction of the project, designated as
**DESIGN BUILD WINNWOOD PARK BRIDGE / GAZEBO
AND TOWN HALL BRIDGE REPLACEMENT BID
NUMBER 19-200**

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor
used in connection with the construction of this project have, to the best of my knowledge and belief, been
fully paid.

Signature

Title

Sworn to and subscribed before me this _____ day of _____, 2018.

Notary Public in and for

_____ County, Texas

Instructions:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of any partnership. If the contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

SECTION GP

GENERAL PROVISIONS

GENERAL PROVISIONS

The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Works Construction – North Central Texas, 4th Edition (2004), under Division 100, "General Provisions," Items 101.1 through 109.6 inclusive, as amended or supplemented and except as modified by the Special Provisions.

10
SECTION SP

SPECIAL PROVISIONS

SPECIAL PROVISIONS

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Scope of Work.....	SP-5
2.	General.....	SP-5
3.	Examination of the Site.....	SP-5
4.	Specifications.....	SP-5
5.	Subsurface Investigation.....	SP-6
6.	Compliance with Laws.....	SP-6
7.	Permits, Licenses, and Regulations.....	SP-6
8.	Rights-of-Way and Easements.....	SP-6
9.	Restricted Work Hours.....	SP-7
10.	Compliance with Immigration Laws.....	SP-7
11.	Non-Discrimination Policy.....	SP-7
12.	Antitrust Laws.....	SP-7
13.	Abandonment.....	SP-7
14.	Discrepancies.....	SP-7
15.	Preparation of Storm Water Pollution Prevention Plan.....	SP-7
16.	Addenda.....	SP-8
17.	Pay Items.....	SP-8
18.	Increase or Decrease in Quantities.....	SP-9
19.	Subsidiary Work.....	SP-9
20.	Qualifications of Bids.....	SP-9
21.	Award and Execution of Contract.....	SP-9
22.	Explanation of Contract Time.....	SP-9
23.	Copies of Plans Furnished.....	SP-11
24.	Pre-Construction Conference.....	SP-11
25.	Mobilization.....	SP-11
26.	General Sequence of Construction.....	SP-11
27.	Project Representative.....	SP-11
28.	Coordination with Others.....	SP-12
29.	Insurance.....	SP-12
30.	Workers' Compensation Insurance Coverage.....	SP-14
31.	Clean Air Act and Clean Water Act.....	SP-17
32.	Resolution of Disputes.....	SP-17
33.	Shop Drawings.....	SP-17
34.	Project Video.....	SP-17
35.	Samples and Tests of Materials.....	SP-17
36.	Inspection.....	SP-18
37.	Access Routes, Staging Areas and Storage Areas.....	SP-18
38.	Property Access.....	SP-18
39.	Plant, Procedure, Methods and Equipment.....	SP-18

<u>Section</u>	<u>Title</u>	<u>Page</u>
40.	Parking of Construction Equipment.....	SP-19
41.	Zoning Requirements.....	SP-19
42.	Construction in Public Roads and Private Drives.....	SP-19
43.	Hauling on Town of Addison Streets.....	SP-20
44.	Existing Power Poles and Guy Wires.....	SP-20
45.	Safety Restrictions – Work Near High Voltage Lines.....	SP-20
46.	Protection of Existing Utilities and Structures.....	SP-20
47.	Public Utilities and Other Property to be Changed.....	SP-21
48.	Maintenance and Repairs.....	SP-21
49.	Protection of Work.....	SP-22
50.	Public Convenience and Safety.....	SP-22
51.	Protection of Persons and Property.....	SP-23
52.	Traffic Control.....	SP-24
53.	Barricades, Warning Signs, Detours and Sequence of Work.....	SP-24
54.	Excavation and Safety Systems.....	SP-25
55.	Trench Excavation, Backfill and Compaction.....	SP-26
56.	Trench Walls.....	SP-26
57.	Property Lines and Monuments.....	SP-26
58.	Construction Staking.....	SP-26
59.	Vendor's Certification.....	SP-27
60.	Water Pipe.....	SP-27
61.	Wastewater Pipe.....	SP-27
62.	Storm Drainage Pipe.....	SP-27
63.	Polyethylene Wrapping.....	SP-27
64.	Pipe Cleaning.....	SP-27
65.	Plugs.....	SP-28
66.	Pipe Embedment.....	SP-28
67.	Non-Metallic Pipe Detection.....	SP-28
68.	Removals, Adjustments and Replacements.....	SP-28
69.	Water for Construction.....	SP-29
70.	Existing Stockpiles of Material on Site.....	SP-29
71.	Borrow Source.....	SP-29
72.	Excess Material.....	SP-29
73.	During Construction.....	SP-30
74.	Construction Traffic Over Pipe Lines.....	SP-30
75.	Contractor's Continuing Obligation.....	SP-30
76.	Topsoiling, Fertilizing and Seeding.....	SP-30
77.	Irrigation and Sprinkler Repair.....	SP-31
78.	Removal of Defective and Unauthorized Work.....	SP-31
79.	Disposition and Disposal of Materials.....	SP-31
80.	Clean-Up for Final Acceptance.....	SP-31
81.	TV Inspection of Wastewater and Storm Drain Systems.....	SP-31
82.	Street Light Options.....	SP-31
83.	Materials to be Furnished by AT&T.....	SP-32

<u>Section</u>	<u>Title</u>	<u>Page</u>
84.	Recycling of Asphalt and Concrete.....	SP-32
85.	Silicone Joint Sealant Material.....	SP-32
86.	Testing Requirements.....	SP-32
87.	Claims for Damages or Injury.....	SP-32
88.	Waiver of Claims.....	SP-33
89.	Mechanics and Materialmen's Lien.....	SP-33
90.	Contractor's Affidavit of Bills Paid.....	SP-33
91.	Product Record Documents.....	SP-33
92.	Town of Addison Approval.....	SP-34
93.	Use of Explosives.....	SP-34
94.	Power for Construction.....	SP-34
95.	Prevailing Wage Rates.....	SP-34
96.	Reference Specifications.....	SP-37

SPECIAL PROVISIONS

1. SCOPE OF WORK: The work to be performed under the provisions of these Contract Documents shall consist of furnishing all materials, labor, equipment, supplies and appurtenances; providing all construction, plant, equipment and tools; performing all necessary labor and supervision; and the construction complete, including all work appurtenant thereto, the proposed improvements for DESIGN BUILD WINNWOOD PARK GAZEBO / BRIDGE AND TOWN HALL BRIDGE REPLACEMENT

2. GENERAL: This work shall conform to the requirements of the specifications and the details as shown on the Drawings. These Contract Documents are intended to be complementary. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Drawings and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a written decision as to which method or material is intended.

In cases of discrepancies, calculated dimensions shall govern over scaled dimensions; special provisions and special specifications shall govern over both general and standard specifications; and quantities shown on the plans shall govern over those shown in the proposal.

3. EXAMINATION OF THE SITE: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor acknowledges that he has inspected the site of the Work and is familiar with the soil conditions to be encountered. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Town of Addison assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Town and the Engineer.

4. SPECIFICATIONS: Construction improvements shall be governed by the following published specifications and details (except as modified by these Special Provisions):

☐ Standard Specifications for Public Works Construction, North Central Texas – North Central Texas Council of Governments (latest edition);

☐ Technical Specifications as Provided
Herein

☐ Town of Addison Standard Details;

The Contractor shall keep copies of applicable specifications on the project site at all times. Where reference is made to specifications compiled by other agencies, organizations or

departments, such specifications referred to are hereby made a part of the project specifications.

5. **SUBSURFACE INVESTIGATION:** Subsurface exploration to ascertain the nature of soils, including the amount of rock, if any, is the responsibility of any and all prospective bidders. It shall be the responsibility of the bidders to make such subsurface investigations as he deems necessary to determine the nature of the material to be encountered. Some preliminary subsurface exploration has been performed by the Town of Addison and the Engineer, and is provided to the Contractor in these documents. This information is provided only as preliminary and all bids shall be based on information obtained by the Contractor. The Town of Addison and the Engineer disclaim any responsibility for the accuracy, true location, and extent of the soils information that has been prepared by others. They further disclaim responsibility or interpretation of that data by bidders, as in projecting soil bearing values, rock profiles, soils stability and the presence, level and extent of undergroundwater.
6. **COMPLIANCE WITH LAWS:** The Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and shall fully comply with all local, state and federal laws, including all codes, ordinances, rules and regulations applicable to this Contract and the Work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment. The Contractor shall comply with all federal, state, and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder, and shall hold the Town of Addison and the Engineer harmless there from.
7. **PERMITS, LICENSES, AND REGULATIONS:** Permits and licenses for the prosecution of the Work shall be secured and paid for by the Contractor. Wherever the Work under this Contract requires the obtaining of permits from the Town of Addison or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor hereunder before the Work covered thereby is started. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.
8. **RIGHTS-OF-WAY AND EASEMENTS:** Rights-of-way and permanent easements, dedicated to the Town of Addison, have been secured for this project and made a part of thereto. The Contractor shall obtain a right-of-way permit from the Town of Addison prior to beginning work. When working within the public rights-of-way and easements, the Contractor shall at all times observe and comply with all Federal and State Laws, and Town of Addison ordinances and regulations which in any way affect the conduct of the Work or his operations, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Sureties shall indemnify and save harmless the Town of Addison, the Engineer and all of their officers, agents, and employees against any and all claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether it be by himself or his employees.

It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work. All easements shall be cleaned up after use and restored to their original conditions or better.

9. RESTRICTED WORK HOURS: Per the Town of Addison Building Regulations, "It shall be unlawful for a person, firm or corporation to excavate, erect, build, construct, alter, repair or demolish any building or structure which has been issued or which is required to be issued a building permit by the Town of Addison between the hours of 7:00 p.m. and 7:00 a.m. Monday through Friday, and between the hours of 7:00 p.m. and 8:00 a.m. on Saturday. No work is allowed on Sunday, if such activity is performed within a residential, apartment, or townhouse zoned area, or within three hundred (300) feet of an occupied residence, except in case of urgent necessity or in the interest of public safety and convenience, and then only by permit of the City Manager."
10. COMPLIANCE WITH IMMIRGRATION LAWS: Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.
1. NON-DISCRIMINATION POLICY: It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town. The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract. The Town of Addison will require its employees, agents, and contractors to adhere to this policy.
12. ANTITRUST LAWS: The Contractor hereby assigns to the Town of Addison any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).
13. ABANDONMENT: The Town of Addison reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Town of Addison. In case of total abandonment of the project, the Contract becomes void. The Town of Addison may abandon portions of the project at any time during the project duration. In case of such partial abandonment, the Contractor shall not be due any payment for lost or unrealized profits on the abandoned portions of the project.
14. DISCREPANCIES: If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may be not in compliance with any building code or other requirement of any governmental body, he shall immediately inform the Town of Addison and the Engineer in writing, and the Town of Addison and the Engineer shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.
15. PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN: A Storm Water Pollution Prevention Plan (SW3P) will be prepared in accordance with the Texas Pollution Discharge Elimination System, General Permit Number TXR150000 Relating to Discharges From Construction Activities issued by the Texas Commission on Environmental Quality (TCEQ). The SW3P will include the following information as required by the TCEQ Permit: Project description that includes: description of the construction activity; intended schedule or sequence of major soil disturbing activities; number of total areas of the project

area and number of acres where soil will be disturbed; estimate of the runoff coefficient of the site for pre-construction and post-construction conditions; data describing the soil; a general location map; name of the receiving waters at or near the site and a copy of the TPDES General Permit.

A detailed site map will be prepared showing drainage patterns and approximate slopes after grading; areas where soil disturbance will occur; locations of major structural controls; locations where stabilization practices are expected to be used; surface waters; and locations where storm water discharges from the site directly to a surface water.

The Contractor will be required to locate his operation specific items on the site map, such as locations of waste containment, sanitary facilities, equipment storage, fuel storage, off-site materials and batch plants, etc.

For projects where the disturbed area is 1 or more acres and less than 5 acres only a SW3P is required. The Contractor shall prepare a SW3P and submit a Notice of Intent (NOI) as required by the TPDES Permit if the total disturbed area is 5 or more acres.

A three-ring SW3P binder will be prepared containing all information and reports that are required as part of the SW3P. The Contractor will be required to utilize the SW3P prepared as listed above, and maintain all records on-site during the project including performing inspections and maintaining all required documentation required by the TPDES General Permit.

This specification is not all inclusive of the requirements for a SW3P. The Contractor shall comply with all requirements of the TCEQ TPDES permit and the local authorities' storm water ordinance and/or regulations.

16. **ADDENDA:** Bidders desiring further information, or interpretation of the Plans and Specifications, must make written request for such information to the Engineer (not later than there (3) calendar days prior to the date set for the Bid opening). Answers to all such requests will be e-mailed, faxed, or mailed to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.
17. **PAY ITEMS:** Pay items provided are intended to be all-inclusive of the Work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work. Final payment to the construction Contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, plans and specifications and have been finally accepted by the Town of Addison.
18. **INCREASE OR DECREASE IN QUANTITIES:** The quantities shown in the proposal are approximate and for the Contractor's convenience only. Final payment will be based on the lump sum total of the work.

When the quantity of work to be done or materials to be furnished under any major pay item or contract is more than 125% of the quantity stated in the Contract, whether stated by Town

of Addison or by Contractor, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work above 125% of the quantity stated in the Contract.

When the quantity of the work to be done or materials to be furnished under any major pay item of the contract is less than 75% of the quantity stated in the contract, whether stated by Town of Addison or by Contractor, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work below 75% of the quantity stated in the contract. This paragraph shall not apply in the event Town of Addison deletes a pay item in its entirety from this contract.

19. **SUBSIDIARY WORK:** Any and all Work specifically governed by documentary requirements for the project, such as conditions imposed by the Plans or these Special Provisions, in which no specific item for bid has been provided for in the Proposal, shall be considered as a subsidiary item of Work, the cost of which shall be included in the various bid items in the Proposal. Costs of permits, inspection fees, traffic control, construction staking, surface restoration and cleanup are general items of work which fall in the category of subsidiary work. Any additional concrete work to make existing piers and abutments suitable for continued use is subsidiary to the project.
20. **QUALIFICATIONS OF BIDS:** The Town of Addison reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
21. **AWARD AND EXECUTION OF CONTRACT:** For the purpose of award, each bid submitted shall consist of a single contractual agreement with inclusion or exclusion of additional alternate items as approved by the Town of Addison.
2. **EXPLANATION OF CONTRACT TIME:** The term "Original Contract Time" as used in this Provision will mean the number of calendar days established by the Contractor for completion of the Work of the Contract on the date the Contract was executed. The term "calendar day" as used in this Provision will mean every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays, or other events as described herein. For purposes of the calculation and determination of entitlement to the incentive payment stated above, the Original Contract Time will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situation as declared by the Town of Addison). The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, disruptions, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third

parties, weather, weekends, holidays, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract prior to expiration of the Original Contract Time, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance. In the event the project is altered by work deleted, change order, supplemental agreements, utility conflicts, design changes or defects, extra work, right of way issues, or other situations which are not the fault of or a direct result of Contractor's negligence which may impact the critical path of the project construction schedule, the Town may choose to negotiate the extension or reduction of the Original Contract Time with the Contractor.

(1) In the event of a catastrophic event (i.e., war, invasion, riot, declared state of emergency, national strike, or other situations as declared by the Town of Addison) directly and substantially affecting the Contractor's operations on the Contract, the Contractor and the Town shall agree as to the number of calendar days to extend the Original Contract Time. In the event the Contractor and Town are unable to agree to the number of calendar days to extend the Original Contract Time, the Town shall unilaterally determine the number of calendar days to extend the Original Contract Time reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Town were arbitrary or without any reasonable basis.

Should the Contractor fail to complete the Contract on or before expiration of the Allowable Contract Time, as adjusted in accordance with the provisions above, the Town shall deduct from the monies due the Contractor the Daily Value in terms of Liquidated Damages for each calendar day completion exceeds the Allowable Contract Time. The term "Allowable Contract Time" as used in this Provision shall mean the Original Contract Time plus adjustments pursuant to the statements above. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract. This shall be strictly enforced.

Should the Contractor fail to complete the Contract on or before the following dates the City of Addison reserves the right to enforce Liquidated Damages:

DESIGN BUILDIN WINNWOOD PARK BRIDGE / GAZEBO AND TOWNHALL BRIDGE CONSTRUCTION:

1. Liquidated Damages of \$200.00 per day shall be applied for any days the project is not substantially complete, in excess of the contractor's bid calendar day construction days included in the bid form.

23. COPIES OF PLANS FURNISHED: Digital Plans shall be furnished to the Contractor, at no charge, for construction purposes. Hard copies are the responsibility of the contractor.
24. PRE-CONSTRUCTION CONFERENCE: The successful Contractor, Engineer, and Town of Addison shall meet for a preconstruction conference before any of the Work begins on this project. At this time, details of sequencing of the work, contact individuals for each party, testing requirements, submittals, and pay requests will be covered. Prior to the meeting, the Contractor shall prepare schedules showing the sequencing and progress of their work and its effect on others. A final composite schedule will be prepared during this conference to allow an orderly sequence of project construction.
25. MOBILIZATION: The work specified in this item consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, utilities, and other facilities, if necessary, for the construction of proposed improvements. The provisions of TxDOT Standard Specification Item (TxDOT Item) 500 "Mobilization" shall apply.
26. GENERAL SEQUENCE OF CONSTRUCTION: Prior to the start of Work, the Contractor shall develop a detailed construction and sequence of construction schedule using the critical path method, to be submitted to the Town of Addison for approval, that shall cause minimum interference with traffic along, across and adjacent to the project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as work proceeds, adjustments shall be made. During all phases of construction access to all existing residences and businesses must be maintained at all times unless otherwise authorized in writing by the Town of Addison. Erosion control devices must be properly installed and maintained during all stages of construction.
27. PROJECT REPRESENTATIVE: The Town of Addison, the Engineer, the Contractor(s), and any applicable public utilities shall designate a single individual within their organization to act as liaison for the project. This individual shall be aware of the day to day activities on the project, have authority to make decisions binding on the party, and serve as single point for coordination of activities with the other team members.
28. COORDINATION WITH OTHERS: The Contractor shall coordinate his proposed construction with that of the other contractors that may be working in the immediate vicinity. The Town of Addison and/or the Engineer shall mediate any disputes, and the contractors shall comply with their decisions.
29. INSURANCE: Each insurance policy that the Contractor must furnish in accordance with these contract documents shall name the Town of Addison and the Engineer as additional insured. Contractor shall include in their bid package, a copy of their certificate of insurance showing compliance to the limits established by the Town of Addison.

1.0 The Contractor shall agree to furnish and maintain continuously during the period of

this agreement, any renewals or extension, insurance coverage meeting all of the following requirements:

1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Coverage for product/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. Contractual Liability must be included.

1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each occurrence-each accident, \$1,000,000 by disease-each occurrence and \$1,000,000 by disease aggregate.

1.3 Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

1.4 Umbrella Liability at minimum limits of \$1,000,000 each-occurrence \$4,000,000 aggregate with respect to primary commercial general liability, automobile liability and employer's liability policies.

1.5 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

1.6 A comprehensive general liability insurance form may be used in lieu of a commercial general liability form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit and coverage must include a broad form comprehensive general liability endorsement, products/completed operations, XCU hazards and contractual liability.

20 With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

21 The Town shall be named as an additional insured with respect to general liability and automobile liability.

22 All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

23 A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation and all liability policies.

24 All insurance policies shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

25 All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

26 All certificates shall be mailed to Town of Addison, Purchasing Dept., PO Box 9010, Addison, Texas 75001.

27 All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance

28 Required limits may be satisfied by any combination of primary, and umbrella liability insurances.

29 Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.

3.0 All insurance shall be purchased from an insurance company who meets the following requirements:

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

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

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

41 Set forth all endorsements and insurance coverage's according to requirements and instruction contained herein.

42 Shall specifically set forth the notice-of-cancellation or termination provisions to the Town.

5.0 Upon request, Contractor shall furnish the Town of Addison with certified copies of all insurance policies.

30. WORKERS' COMPENSATION INSURANCE COVERAGE:

A. Definitions.

Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project - Includes the time from the beginning of the Work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons Providing Services on the Project ("subcontractor" in Section 406.096 of the Texas Labor Code) - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, Town-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the Town of Addison prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Town of Addison, showing that the coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the project, and provide to the Town of Addison:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so that the Town of Addison will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
 - (2) no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- F. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- G. The Contractor shall notify the Town of Addison in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide Services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person with whom it contracts, and provide to the Contractor;
 - a. a certificate of coverage, prior to the other person beginning work on the project; and,
 - b. a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the Town of Addison in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,
 - (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Town of Addison that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-

insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Town of Addison to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Town.

The following is the form of notice of workers' compensation coverage prescribed by the TWCC. Pursuant to Section 110.110 (d) (7), this notice must be printed with a title in a least 30-point bold type, and text in a least 19-point nominal type, and shall be in both English and Spanish and any other language common to the worker population.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

"Call the Texas Workers' Compensation Commission (TWCC) at (512) 440-3789 to receive further information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

- 31. CLEAN AIR ACT AND CLEAN WATER ACT: Include in all construction contracts exceeding \$100,000, the following requirement: "Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 505 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations".
- 32. RESOLUTION OF DISPUTES: The parties hereby covenant and agree that in the event of any controversy, dispute, or claim, of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute, before filing a lawsuit, the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in the laws of the State of Texas.
- 3. SHOP DRAWINGS: The Contractor shall provide, review, approve and submit all shop drawings, product data and samples required by the Town of Addison, the Engineer and the

Contract Documents in accordance with Item 105.3 of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments. The Contractor shall furnish a minimum of four and a maximum of six copies of shop drawings for review by the Town of Addison. Acceptable submittals will be returned as follows:

Two (2) – Town of Addison

One (1) – Contractor

Maximum size of submittals shall be 11 x 17 inch. No fax copies are acceptable, but digital submittals are encouraged. Shop drawings shall include all items to be installed in the project per the technical specifications.

Shop drawings are required for the Gazebo, Winnwood Bridge and Town Hall Bridge. At a minimum the drawings should include enough information to properly illustrating what the finished product will look like, how the elements will utilize the existing foundations on-site, construction materials utilized and include locations of electrical conduits and lights. Shop drawings must be sealed by a licensed engineer in the state of Texas.

34. **PROJECT VIDEO:** Prior to the start or construction, Contractor shall video the construction area and property adjacent to construction in the presence of the City Inspector. The format shall be DVD. The video shall be narrated. The Contractor shall furnish the Town of Addison a copy of the video in DVD format prior to commencement of project. This shall be subsidiary to project.
35. **SAMPLES AND TESTS OF MATERIALS:** The Town of Addison shall designate and pay an independent testing laboratory to furnish testing for this project. Samples of all materials for tests shall be taken by the independent lab as necessary. Contractor shall provide access and the materials for testing. All costs for the field quality control testing shall be paid for by the Town of Addison, except for any and all re-testing, which shall be paid by the Contractor and such cost shall be deducted from monthly payrequests.
36. **INSPECTION:** The Town of Addison and the Engineer reserve the right to inspect, test, measure or verify the construction work for this project as they deem necessary to ascertain that the Work is being accomplished in accordance with the standards and requirements set forth in the Contract Documents. Notwithstanding such reviews, the Contractor will be held responsible for the finished Work and any acceptance of the Work by the Town or governmental agencies will not relieve the Contractor from responsibility for the Work. The Town reserves the right to place full-time construction inspectors at the site of the Work. Costs for inspection services will be paid by the Town of Addison. The Contractor shall provide assistance to the Town of Addison and the Engineer by providing excavation, trench safety, or other work necessary to facilitate inspection activities, and shall give sufficient notice well in advance of pending construction activities for scheduling of inspection services.

If the Specifications, the Town's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the Town timely notice of

its readiness for testing, and if the testing is by an authority other than the Town, of the date fixed for such testing. Tests by the Town shall be made promptly, and where practicable at the source of supply.

37. ACCESS ROUTES, PARKING, STAGING AREAS AND STORAGE AREAS: All haul roads and access routes and the location of job site trailers, staging areas, and storage areas shall be subject to the approval of the Town and the Engineer. The Contractor shall be responsible for maintaining and repairing all roads and other facilities used during construction. Upon completion of the project all existing roads and other disturbed areas shall be left in a condition equal to that at the time the Contractor commences Work on this project. Parking and storage within the residential neighborhood surrounding Winnwood Park is not allowed. All additional parking and storage must coordinated with the Town of Addison.
38. PROPERTY ACCESS: Access to adjacent properties shall be maintained at all times unless otherwise directed by the Engineer and/or Town of Addison. Contractor shall also maintain sufficient sidewalk access throughout the project limits to the adjacent easement trail.
39. PLANT, PROCEDURE, METHODS AND EQUIPMENT: The Contractor shall determine the methods to be employed, the procedures to be followed, and equipment to be used on the Work under this contract, subject to the requirements of these specifications and approval of the Engineer and Town of Addison. Only adequate and safe procedures, methods and equipment shall be used.

The Contractor shall so arrange his work and provide such plant and equipment as is necessary in order to meet the progress requirements of the approved time schedule and to complete the Work within the period of time as specified in the Construction Agreement.

Where the Work under this contract requires permits from the Town of Addison, the State of Texas, or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor before the Work covered thereby is started. NO WORK WILL BE ALLOWED TO PROCEED BEFORE REQUIRED PERMITS ARE OBTAINED AND DISTRIBUTED.

Only such materials and equipment as are necessary for the construction of the Work under this contract shall be placed, stored or allowed to occupy any space at the site of the Work.

It is expressly agreed that the acceptance or approval of any order of procedure, methods or equipment submitted or employed by the Contractor shall not in any manner relieve the Contractor of responsibility for the safety, maintenance and repairs of any work, or for the construction maintenance and safety of the Work hereunder, or from any liability whatsoever on account of any procedure or method employed by the Contractor.

40. PARKING OF CONSTRUCTION EQUIPMENT: At night and during all other periods of time when equipment is not being actively used on the construction work, the Contractor

shall park the equipment in a secured fenced location, or in a designated area in the Town Hall parking lot. The Contractor shall provide adequate barricades, markers and lights to protect the Town of Addison, the Engineer, the public and other work. All barricades, lights, and markers must meet the requirements of the Town of Addison, State and Federal regulations.

41. **ZONING REQUIREMENTS:** During the construction of this project, the Contractor shall comply with the present zoning requirements of the Town of Addison in the use of vacant property for storage purposes.
42. **CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES:** No public road shall be entirely closed. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the Work included in this contract. No interference with traffic flow on city streets shall be permitted during the hours of 6:30 a.m. to 9:30 a.m. and 3:30 p.m. to 7:30 p.m., Mondays through Fridays.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roadways. Towns or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed. Contractor shall at all times maintain at least one point of access into all properties, unless obtaining written permission from property owner to do otherwise with such written permission being provided to the Town's inspector.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Town, and it becomes necessary for the Town to make such repairs, the Contractor shall reimburse the Town for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads and private drives.

43. **HAULING ON TOWN OF ADDISON STREETS:** The Contractor shall receive approval of his haul routes and type of equipment to be used prior to beginning construction. The Contractor shall be responsible for maintaining the cleanliness of existing paved roadways and shall provide equipment and manpower for that purpose.
4. **EXISTING POWER POLES & GUY WIRES:** The Contractor shall have the responsibility of coordinating with the proper authorities for the bracing, replacing or relocating of all utility poles and guy wires which interfere with the construction of this project prior to beginning his construction operations. The Contractor will also be responsible for all damage to poles, guy wires, etc. that are damaged or destroyed by

Contractor's operations.

45. **SAFETY RESTRICTIONS - WORK NEAR HIGH VOLTAGE LINES:** The following procedures shall be followed for work near high voltage lines on this contract:
- a. A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning – Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".
 - b. Equipment that may be operated within ten (10) feet of high voltage lines shall have an insulating cage guard protecting the boom or arm, except backhoes or dippers, and insulator links on lift hook connections.
 - c. When necessary to work within six (6) feet of high voltage electric lines, notify the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the Contractor. The Contractor shall maintain an accurate log of all such calls to the power company.
 - d. The Contractor is required to make arrangements with the power company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.
 - e. No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph c.
46. **PROTECTION OF EXISTING UTILITIES AND STRUCTURES:** The location and dimensions shown on the plans relative to existing utilities and subsurface structures are based on the best records and/or field information available and are not guaranteed by the Town of Addison or the Engineer to be accurate as to location and depth. It shall be the Contractor's responsibility to verify locations of adjacent and conflicting utilities sufficiently in advance of his activities in order that he may negotiate such restrictive locations with the Town of Addison of the conflicting utility and/or make local adjustments to provide adequate clearances. The Contractor shall take all necessary precautions in order to protect all utilities and services encountered, whether or not they are indicated on the plans. All damage to utilities resulting from Contractor's operations shall be restored at his expense. The Town of Addison and the Engineer assume no responsibility for failure to show any or all of these utilities or structures on the plans, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans, in which case, provisions in these specifications for extra work shall apply.
47. **PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED:** In case it is necessary to change or move the property of a public utility, such property shall not be

moved or interfered with until authorized by the Town of Addison or the Engineer. The right is reserved for the Owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of the Contract. The Contractor shall be responsible for coordination with the Town of Addison and the Engineer, and all utility companies whose utility lines or streets may be affected by the proposed improvements. The Contractor shall observe the following:

- a. Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, telegraph, television, pipelines and other underground utilities and structures.
- b. After commencing work, the Contractor shall use every precaution to avoid interference with existing underground and surface utilities and structures, and protect them from damage.
- c. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items which may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.
- d. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total the cost of all damages which may arise as a result of his operations.
- e. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company, and then request written authorization from the Town of Addison or the Engineer. The Town of Addison and the Engineer will not be liable for damages due to delay as a result of the above.

48. **MAINTENANCE AND REPAIRS:** The Contractor shall maintain and keep in good repair all work contemplated under these plans, specifications, and drawings which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, barricades, lights, and danger signals, and all work which is necessary for the well being of the general public. In the event the Contractor fails in his obligations to properly maintain the Work, the Town of Addison shall make such repairs as are necessary and the cost of such repairs shall be deducted from payment due the Contractor.

49. **PROTECTION OF WORK:** During performance and up to date of final acceptance, the Contractor shall be under the absolute obligation to protect the finished work against damage, loss or injury. In the event of damage, loss or injury, the Contractor shall promptly replace or repair such work, whichever the Town of Addison shall determine to be preferable. The obligation to deliver finished work in strict accordance with the contract prior to final acceptance shall be absolute and shall not be affected by the Town of Addison's approval of or failure to prohibit means and methods of construction used by the Contractor.

All risk of loss or damage to the Work shall be borne solely by the Contractor until final acceptance of all Work by the Town of Addison, as evidenced by the Town of Addison's issuance of a certificate of acceptance.

50. **PUBLIC CONVENIENCE AND SAFETY:** In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

Temporary fencing should be erected per the drawings during the entire Construction duration.

Materials stored about the Work site shall be so placed, and the Work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the Town of Addison. The materials excavated shall be placed so as not to endanger the Work or prevent free access to all fire hydrants, water valves, gas valves, manholes (telephone, telegraph or electrical conduits, and sanitary sewers) and fire alarm or police call boxes in the vicinity.

The Town of Addison reserves the right to remedy any neglect on the part of the Contractor as regards to the public convenience and safety which may come to the Town of Addison's attention, after 24 hours' notice in writing to the Contractor, save in cases of emergency, when either case, the cost of such work done by the Town of Addison shall be deducted from the monies due or to become due the Contractor. The Contractor shall notify the Town of Addison and the Engineer when any street is to be closed or obstructed. The Contractor shall provide for emergency vehicle access at all times.

Where the Work passes over or through private property, the Town of Addison shall provide such right-of-way. The Contractor shall notify the proper representatives of any public utility, corporation, company or individual, not less than 48 hours in advance of work which might damage or interfere with the operation of their property along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to property of any character (except such as may be required by the provisions of the Contract Documents, or caused by agents or employees or the Town of Addison) by reason of any negligent act or omission on the part of the Contractor, his employees, agents or subcontractors, or at any time due to defective work or materials, or due to his failure to reasonably or properly prosecute the Work, and said responsibility shall not be released by the fact that the Work shall have been completed and accepted.

When and where any such damage or injury is done to public or private property on the part of the Contractor, he shall restore or have restored at his own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise restoring as he may be directed, or he shall make good such damage or injury in a manner acceptable to the property owner, the Town of Addison and the Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Town of Addison may, upon 48 hour written notice under

ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under this contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or his surety shall reimburse the Town of Addison for all such costs.

51. PROTECTION OF PERSONS AND PROPERTY: The Contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise necessary to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the Contractor for the installation or maintenance of any warning devices, barricades, lights, signs, or any other precautionary measures required by law or otherwise necessary for the protection of persons or property.

The Contractor shall assume all responsibilities to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as required by law. The Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall be been completed and accepted by the Town of Addison, and shall cease when the Town of Addison notifies the Contractor in writing of final project acceptance.

If the Town of Addison discovers that the Contractor has failed to comply with applicable federal or state laws (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the Town of Addison may order the Contractor to take such additional precautionary measures as required by law to protect persons and property. In addition, the Contractor shall be held responsible for all damages to the Work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the Town of Addison may order the damaged portion immediately removed and replaced by and at the cost and expense of the Contractor.

52. TRAFFIC CONTROL: It shall be the responsibility of the Contractor to provide traffic control during the construction as required by the State of Texas, the Town of Addison, and in accordance with the following additional requirements:

1. The Contractor shall be required to furnish barricades, flares, flagmen, etc., for the protection of the public, employees and the Work.
2. The Contractor shall prosecute his work in such a manner as to create a minimum of

interruption to traffic along adjacent roadways.

3. The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing signage, markings, lighting, barricades, flagmen and other devices and personnel required for traffic control during construction of the project.
4. The Contractor shall not remove any regulatory sign, instructional sign, warning sign, or street name sign or any other sign or signal which currently exists.

53. BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK: Throughout the construction operations, streets and intersections will remain open to traffic by constructing the Work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

A. General Construction: The Contractor shall plan his work sequence in a manner that will cause minimum interference with traffic during construction operations. Before beginning work on this project, the Contractor shall submit, for approval by the Town of Addison, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the work. If at any time during the construction, the Contractor's proposed plan of operation for handling traffic does not provide for safe comfortable movement, the Contractor shall immediately change his operations to correct the unsatisfactory conditions.

Ditches across the traffic lanes will be kept covered with a portable traffic-bearing surface at all times unless work in the ditch is in progress. Only one lane of traffic may be closed at a time when work is in progress in a ditch.

B. Safety: The Contractor shall provide, construct and maintain barricades and signs at locations set out in the plans and in the Special Provisions in accordance with the Texas Manual on "Uniform Traffic Control Devices for Streets and Highways". In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Town or the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from side streets.

The Contractor shall keep traveled surfaces used in his hauling operation clear and free of dirt or other material.

The Contractor shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and Contractor's personnel.

54. EXCAVATION SAFETY SYSTEMS: The work performed under this section of the specifications consists of providing trench safety systems consisting of shoring, sheeting,

trench shield, and/or laid back slopes to meet the trench safety requirements of the Occupational Safety and Health Administration (O.S.H.A.), as required for this project and specified herein.

A. General: Trench safety systems shall be provided by the Contractor as provided in Subpart P – Excavation, Trenching and Shoring, Part 1926 of the Code of Federal Regulations which describes safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and Health Administration (O.S.H.A.). The standards specified by the O.S.H.A. Regulations shall be the minimum allowed on this project. It shall be the responsibility of the Contractor to design and install adequate trench safety systems for all trenches excavated on this project.

The Contractor shall furnish to the Town for review, prior to beginning construction activity, a Trench Safety Plan for the entire project. The Trench Safety Plan must be prepared and sealed by a Professional Engineer licensed in the State of Texas. In addition, all trench safety systems utilized in this project must be designed by a Professional Engineer licensed in the State of Texas. The Contractor shall be totally responsible for the safety of all persons involved in the construction of this project.

B. Core Borings: Any core borings and soil data furnished by the Town are for the convenience of the Contractor. The Contractor shall be responsible for any additional soil or geotechnical information required. The Contractor shall be responsible for properly designed trench safety systems to be utilized for any type of subsurface condition found on this project. The furnishing of soil information by the Town of Addison is no way relieves the Contractor of this obligation. If no core borings, or soil data, are furnished by the Town, it shall be the Contractor's responsibility to obtain whatever geotechnical information required for preparation of trench safety systems.

C. Inspections: In addition to the inspections of the trench and trench safety systems required of the Contractor by the O.S.H.A. Regulations, the Town may further inspect the work. The Town shall have the right to reject any trench safety systems which are found to be inadequate, and the Contractor shall immediately improve the system to comply with this specification.

D. Measurement and Payment: Measurement and payment of Trench Safety Systems shall be based on the actual linear footage of the pipe installed on the project. The payment shall be full compensation for all planning, engineering, materials, equipment, fabrications, installation, recovery and all incidental work required. All excavation and backfill in addition to that specified elsewhere in these specifications shall be considered subsidiary to this bid item.

5. **TRENCH EXCAVATION, BACKFILL AND COMPACTION:** Trench excavation, backfill and compaction of storm drain and utility trenches shall be in accordance with Town of Addison Standards and with details shown on the Construction Drawings.

- a. Trench Excavation: If the stated maximum trench widths are exceeded, either through accident or otherwise, and if the Engineer determines that the design loadings of the pipe will be exceeded, the Contractor will be required to support the pipe with an improved trench bottom. The expense of such remedial measures shall be entirely the Contractor's own. All trenching operations shall be confined to the width of permanent rights-of-way, permanent easement and any temporary construction easements. All

excavation shall be in strict compliance with the Trench Safety Systems Special Condition of this document.

- b. Trench Backfill: Trenches shall be backfilled above the top of the embedment material with approved backfill material per Town of Addison Standards for the appropriate pipe size, pipe material, depth and soil condition.
- c. Compaction: All trenches under proposed or existing pavement shall be compacted to 100% Standard Proctor Density. Trenches which lie outside limits of pavement shall be compacted to a minimum of 90% Standard Proctor Density (ASTM D-698).

56. **TRENCH WALLS:** The Contractor shall use shoring or a drag box in those areas where it is required to protect existing improvements. This shall be subsidiary to the linear foot cost of the pipe and not a separate pay item.

57. **PROPERTY LINES AND MONUMENTS:** The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at expense of the Contractor.

58. **CONSTRUCTION STAKING:** Construction staking will not be provided by the Town of Addison or Engineer. This item will be performed by the Contractor and shall be subsidiary to other bid items. The Contractor will also be responsible for maintaining stakes. If re-staking is required for any reason, it will be the Contractor's responsibility, including associated costs.

All construction staking shall be done under the supervision of a Registered Professional Land Surveyor registered in the State of Texas. The Contractor shall submit copies of cut sheets and field books for the construction of all paving, water, wastewater, and storm water improvements to the Town of Addison for review prior to construction of the improvements. The information on the cut sheets and field books shall include but not be limited to the following:

- a. Heading to include date, contract number, project name, surveying firm, contractor, and construction plan sheet number.
- b. Location, description of street/line and street/line name, number, letter, etc. designation.
- c. Benchmark Data: Location, description, and elevation.
- d. Slope or percent of grade of each curb line or utility line.
- e. Stations at 50 foot intervals and including all PC, PT, PI, PVC, PVI, PVT, PRC, grade changes, etc.
- f. Offset description including distance to center line or back of curb and direction of offset; left, right, east, west, etc.
- g. Cut to subgrade, pavement, top of curb, or flowline of the street or utility being staked.
- h. Clarifying remarks such as top of curb, gutter, pavement, subgrade, manhole, cleanout valve, tee, cross, fire hydrant, wastewater lateral, water service, etc.
- i. Cut sheets shall be signed by a Texas Registered Professional Land Surveyor.

- j. All trail and sidewalks shall be staked on 20' centers with 10' offsets.
59. VENDOR'S CERTIFICATION: All materials used in construction shall have a vendor's certified test report. Test reports shall be delivered to the Engineer before permission will be granted for use of the material. All vendors' test reports shall be subject to review by the Engineer, and shall be subject to verification by testing of samples of materials as received for use on the project. In the event, additional tests are required, they shall be performed by an approved independent testing laboratory and shall be paid for by the Contractor.
60. WATER PIPE: All water mains twelve-inch (12") diameter and smaller shall be ANSI / AWWA C-909 molecularly oriented PVC pressure pipe with cast iron o.d. or when pipe penetrates meter vault walls it shall be ductile iron. Pipe joints shall be rubber ring and integral thickened bell, assembled with a factory supplied lubricant. Water mains shall have a minimum class rating of 150-psi for domestic use and a minimum class rating of 200-psi for fire line applications. Joint material for PVC shall conform to ASTM F471.
61. WASTEWATER PIPE: All wastewater main piping shall meet the extra strength requirements of ASTM specification D3034 (SDR-35). Pipe shall have the bell and spigot type joints, consisting of integral wall section with factory installed compression rubber ring gasket, securely locked in bell groove to provide positive seal under all installation conditions. Pipe shall be laid with the bell end on the upstream side.
62. STORM DRAINAGE PIPE: All pipe for storm drainage improvements shall be reinforced concrete pipe (RCP), Class III, unless otherwise noted on the plans.
63. POLYETHYLENE WRAPPING: All valves, ductile iron pipe, cast iron fittings, and specials, shall be polyethylene wrapped. Payment for the polyethylene wrapping for these components shall be subsidiary to the various items bid for the furnishing and installing pipe complete in place. Polyethylene wrap shall precede blocking.
64. PIPE CLEANING: Joints shall be wiped and then inspected for proper installation by the inspectors. Each joint shall be swept daily and kept clean during installation. A temporary night plug shall be installed on all exposed pipe ends during any period of workstoppage.
65. PLUGS: Pipe plugs for water and wastewater lines shall be considered incidental and shall not be a separate pay item. Plugs for storm drain lines do have separate pay items established for each size provided and shall be paid for accordingly.
6. PIPE EMBEDMENT: All storm drain and utility construction shall be installed with embedment per the details shown on the plans for the appropriate pipe size, pipe material, depth and soil condition unless otherwise directed by the Town of Addison or the Engineer.
67. NON-METALLIC WATER PIPE DETECTION: Detectable underground utility warning tapes, which can be located from the surface by a pipe detector, shall be installed directly above non-metallic pipe. The detectable tape shall be "Detect Tape" as manufactured by Allen Systems, Inc. or an approved equal, and shall consist of a minimum thickness of 0.35-mil. solid aluminum foil encased in a protective inert plastic jacket that is impervious to all known alkalis, acids, chemical reagents and solvents found in the soil. The

minimum overall thickness of the tape shall be 5.5-mils. And the width shall not be less than two-inch with a medium unit weight of 2 ½ pounds per inch x 1,000 feet. The tape shall be color coded and imprinted with the messages as follow:

<u>Type of Utility</u>	<u>Color Coded</u>	<u>Legend</u>
Water	Safety Precaution Blue	CAUTION BURIED WATER LINE BELOW
Sanitary	Safety Green	CAUTION BURIED SEWER LINE BELOW

Installation of detectable tapes shall be per manufacturer's recommendations, and shall be as close to the grade as is practical for optimum protection and detectability. Allow a minimum of 18 inches between the tape and the water line.

Payment for detectable tapes shall be included in the linear foot price bid for applicable pipe(s).

68. REMOVALS, ADJUSTMENTS AND REPLACEMENTS: Existing pavements, driveways, curbs, gutters, sidewalks, etc., to be removed to facilitate the construction of the improvements shall be broken up and disposed of properly. Care shall be exercised to leave a neat, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. The Engineer will designate the limits to be removed. Where pavements, driveways, curbs, gutters, sidewalks, etc., shall be replaced, then said replacements shall be to the standard of the previously removed portion or better. Re-sawing of damaged edges will be at the Contractor's expense.

Existing structures such as manholes, inlets, cleanouts, valve boxes, etc., which are not the property of a private firm or company, or an individual required to move their own property, shall be adjusted, altered or reset to the required elevation and alignment. New materials and workmanship necessary shall conform to the requirements of these Specifications covering the particular Work. Salvaged materials in good condition may be used in rebuilding such structures, provided the materials are thoroughly cleaned before their use. These items shall be subsidiary to other bid items unless quantified in the proposal as a separate bid item.

All private obstructions which are indicated on the Plans to be moved, will be removed and replaced, or moved to new permanent locations by the Contractor, without additional payment to the Contractor. Any such additional item which the Contractor moves or causes to be moved for his own convenience shall be at his own expense.

69. WATER FOR CONSTRUCTION: The Contractor shall acquire a meter and make the necessary arrangements with the Town of Addison for securing and transporting all water required for construction, including water required for mixing of concrete, temporary offices, sprinkling, testing or flushing. There will be no separate pay item for connection into the existing water system and quantity of water required for construction purposes. The Town of Addison will furnish water for initial cleaning and sterilization of water lines. All additional water used by the Contractor for compaction or any other purpose incidental to this project may be obtained from existing hydrants along adjacent roadways.

70. DURING CONSTRUCTION: During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site if, in the opinion

of the Town of Addison or the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable. In case of failure on the part of the Contractor to maintain a clean site, the Town of Addison may, upon 24 hours written notice, clean the site, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under his contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or his surety shall reimburse the Town of Addison for all such costs.

71. CONTRACTOR'S CONTINUING OBLIGATION: Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Town of Addison, nor the issuance of a certificate of Substantial Completion, nor any payment by Town of Addison to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Town of Addison, nor any act of acceptance by Town of Addison nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Town of Addison pursuant to final payment nor any correction of defective Work by Town of Addison will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.
72. TOPSOILING, FERTILIZING AND SEEDING: This item shall cover the top-soiling, seeding, fertilizing, watering and required maintenance for the grassing of all unpaved areas of the right-of-way and the easements, and all other areas of the project site that have been disturbed by this Contractor's operations including batch plant site, haul roads, etc., excluding building pad sites and lots which will not require seeding and fertilizing. The pay item shall only include that area which is within the right-of-way and the easements. All other disturbed areas requiring seeding and fertilizing shall be considered subsidiary to the cost of the project. Top-soiling and sodding shall be provided in accordance with NCTCOG Items 202.2, 202.4, and 202.6, respectively.
73. IRRIGATION AND SPRINKLER REPAIR: The Contractor shall maintain all existing irrigation systems within the limits of the project during the duration of the Contract. The Contractor shall employ a licensed irrigator who is responsible for the repair or replacement of any damage to irrigation lines, valves, controllers, sprinklers, wiring and appurtenances which are damaged during construction. This repair is subsidiary to the various other items bid. The Contractor will be responsible for any vegetation that dies as a result of damage to the irrigation system and replace it with equal vegetation at his own cost.
74. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK: All work which has been rejected or condemned shall be repaired; or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the work site. Work done without line and grade having been provided; work done beyond the line or not in conformity with the grades shown on the Drawings or as provided; work done without proper inspection; or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be at the Contractor's risk and will be considered unauthorized, and at the option of the Town of Addison may not be measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the Town of Addison, the Town will, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and

replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor.

- 75. DISPOSITION AND DISPOSAL OF MATERIALS: All materials to be removed from the site including refuse and other debris shall become the property of the Contractor and shall be disposed of outside the limits of the project. Contractor shall also comply with all applicable laws governing the spillage of debris while transporting to a disposal site.
- 76. CLEAN-UP FOR FINAL ACCEPTANCE: The Contractor shall make a final clean-up of all parts of the work before acceptance by the Town of Addison. This cleanup shall include removal of all objectionable rock and other construction materials, and in general preparing the site of the work in an orderly manner and appearance.
- 77. TV INSPECTION OF WASTEWATER AND STORM DRAIN SYSTEMS: NOT USED
- 78. STREET LIGHT OPTIONS: NOT USED
- 79. MATERIALS TO BE FURNISHED BY AT&T: NOT USED
- 80. RECYCLING OF ASPHALT AND CONCRETE: NOT USED
- 81. SILICONE JOINT SEALANT: Silicone joint sealant must be used in all instances where joint sealing applies to Portland cement concrete pavement and curbs. Payment for the use of silicone joint sealant throughout this project will in all cases be subsidiary to this contract at no extra payment.
- 82. TESTING REQUIREMENTS: Testing shall be conducted in accordance with Town of Addison Specifications except as modified in the Special Provisions, Technical Specifications, or as on the plans. The Town of Addison will provide random testing. The Contractor shall coordinate construction with the Town of Addison, and shall provide assistance to the testing labs by providing trench safety, excavation, or other work to insure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All re-testing shall be at the expense of the Contractor. As a general guide, the Contractor shall be responsible for providing the following tests:
 - (1) Density and associated tests on embedment and backfill.
 - (2) Compressive strength tests on concrete.
 - (3) Gradation soil tests on backfill as may be required.
 - (4) Providing test results from manufacturer as specified in Town of Addison Specifications.
- 83. CLAIMS FOR DAMAGES OR INJURY: If any person files a claim against the Town of Addison or Contractor for personal injury or property damage resulting from, arising out of, or caused by, the operations of the Contractor, or any work within the limits of the project, the Contractor must either submit to the Town of Addison, a duly executed full release within thirty (30) days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the Contractor has appointed the Town as its irrevocable Attorney-In-Fact authorizing the Town to report the claim directly with the liability insurance carrier. This provision is in

and of itself a Power-of-Attorney from the Contractor to the Town which authorizes the Town to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this item the Town, at its own discretion, may terminate this Contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the Town as is authorized by Item 109.4. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

As a result of the additional work created to Town of Addison due to un-responded claims for damages by Contractor to third parties, Contractor shall incur penalties for failure to abide by this Special Provision.

Contractor shall respond to the claimant in writing regarding the status of the claim, including whether Contractor disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. Contractor will be assessed a penalty by the Town of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty days (30) of its written notice of claim by the Town.

To ensure Contractor compliance, the Town of Addison shall be notified, by copied correspondence of responses or settlement by Contractor.

84. WAIVER OF CLAIMS: The making and acceptance of final payment will constitute:
 - a. A waiver of all claims by Town of Addison against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Town of Addison of any rights in respect of Contractor's continuing obligations under the Contract Documents.
 - b. A waiver of all claims by Contractor against Town of Addison other than those previously made in writing and still unsettled.
85. MECHANICS AND MATERIALMEN'S LIEN: The Contractor shall be required to execute a release of mechanics and materialmen's liens upon receipt of payment.
86. CONTRACTOR'S AFFIDAVIT OF BILLS PAID: The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the project.
87. PRODUCT RECORD DOCUMENTS: The Contractor shall maintain record drawings and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

Maintenance of Documents: The Contractor shall maintain at the job site one record copy of the Contract Drawings, Specifications, Shop Drawings, Change Orders, other modification to the Contract, field test records and other documents submitted by Contractor in compliance with specification requirements. These documents shall be maintained at the job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the Town.

Recording: Each document shall be labeled Project Record Copy in 2-inch high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

Contract Drawings: The appropriate drawing shall be legibly marked to record, where

applicable:

- a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- b. Field changes of dimension and detail made during construction process.
- c. Changes made by Change Order or Supplemental Agreement.
- d. Details not on original Contract Drawings.
- e. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- f. Changes made by Change Order or Supplemental Agreement.
- g. Other matters not originally specified.

Shop Drawing: The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after review.

Submittal: At the completion of the project, the Contractor shall deliver record drawings to the Town. The transmittal letter shall be accompanied, in duplicate with:

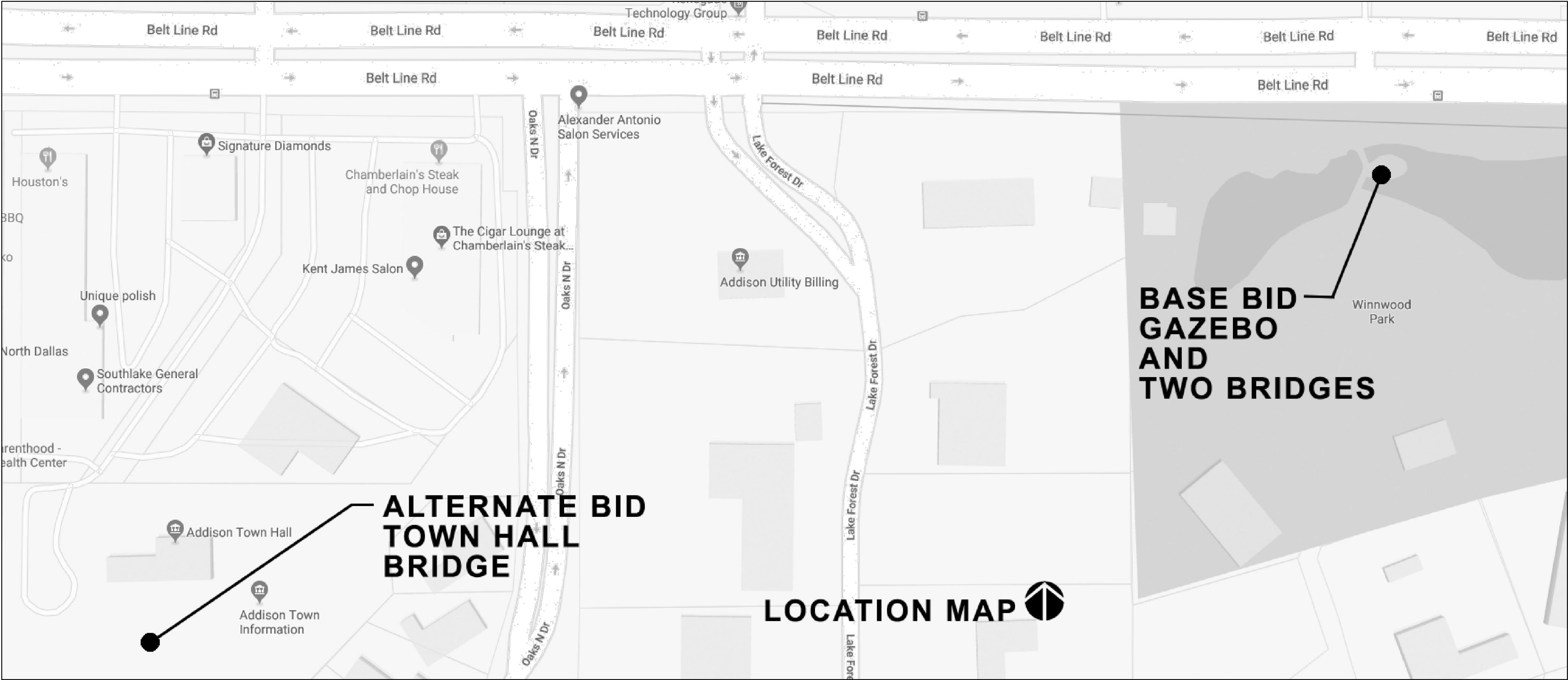
- a. Date, project title and number.
- b. Contractor's name and address.
- c. Title and number of each record document.
- d. Certification that each document as submitted is complete and accurate.
- e. Signature of Contractor or his authorized representative.

8. TOWN OF ADDISON APPROVAL: This project is subject to a final approval and acceptance by the Town of Addison. Final approval acceptance will not be given until the punch list items are completed to the Town's satisfaction and as-built drawings are given to the Town of Addison.

89. USE OF EXPLOSIVES: The use of explosives by the Contractor to complete the Work shall be prohibited.

90. POWER FOR CONSTRUCTION: The Contractor shall contract with the local power provider and make the necessary arrangements for securing power required for construction, including power required for temporary offices. There will be no separate pay item for connection into the existing power system or power required for construction purposes.

91. BID ITEMS/REFERENCE SPECIFICATIONS: The requirements of NCTCOG standard specifications for Public Works construction 5th Edition dated 2017, and supplemental specification sections provided herein shall apply as described.



DESIGN-BUILD NOTES:

- DRAWINGS, NOTES OR SPECIFICATIONS RELATING TO THE BRIDGES, GAZEBO, FOUNDATIONS AND ASSOCIATED ELECTRICAL/STRUCTURAL ENGINEERING ARE INTENDED TO PROVIDE THE PARAMETERS FOR A DESIGN-BUILD PROPOSAL BY THE BIDDING CONTRACTOR. THE PRICE PROVIDED ON THE BID FORMS MUST INCLUDE ANY AND ALL MATERIALS AND LABOR TO MEET THE DESIGN INTENT. CONTRACTOR'S PRICE MUST BE COMPREHENSIVE & CONTAIN AT LEAST THE FOLLOWING MAJOR ITEMS AND THEIR ASSOCIATED PIECES....
 - BASE BID - WINNWOOD PARK GAZEBO & BRIDGES
 - ALTERNATIVE BID - TOWN HALL BRIDGE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES, LAWS, REGULATIONS, AND ORDINANCES WITHIN THE GOVERNING JURISDICTION OF THE PROJECTS. INSTALLING CONTRACTOR IS ALSO RESPONSIBLE FOR PERFORMING ALL WORK IN ACCORDANCE WITH THE TOWN OF ADDISON DESIGN GUIDELINES AND CONSTRUCTION STANDARDS WHERE APPLICABLE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR ALL WORK SHOWN ON THE DRAWINGS PRIOR TO THE START OF ANY CONSTRUCTION. ANY AND ALL ASSOCIATED COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS STATED OTHERWISE IN THE CONTRACT DOCUMENTS.
- ANY DEVIATIONS FROM THE PLANS AND SPECIFICATIONS SHALL BE APPROVED BY THE OWNER OR OWNERS REPRESENTATIVE IN WRITING PRIOR TO PROCEEDING WITH INSTALLATION.
- TOWN OF ADDISON WILL MAKE THE SITES AVAILABLE TO ALL BIDDERS FOR INSPECTION.

BASE BID VS. ALTERNATE:

- THE CONTRACTOR SHALL INCLUDE IN THEIR PRICING ALL COST OF ANY TYPE NECESSARY TO COMPLETE THE BASE BID AND ALTERNATE AS A TURN-KEY SOLUTION MEETING THE DESIGN INTENT OF THE DRAWINGS AND REQUIREMENTS OF THESE DOCUMENTS.
- INTENT OF BASE BID IS TO PROVIDE AN AFFORDABLE SOLUTION. AN ADD-ALTERNATE SHALL BE ACCEPTED IF THE BASE BID IS WITHIN TOWN OF ADDISON BUDGET.

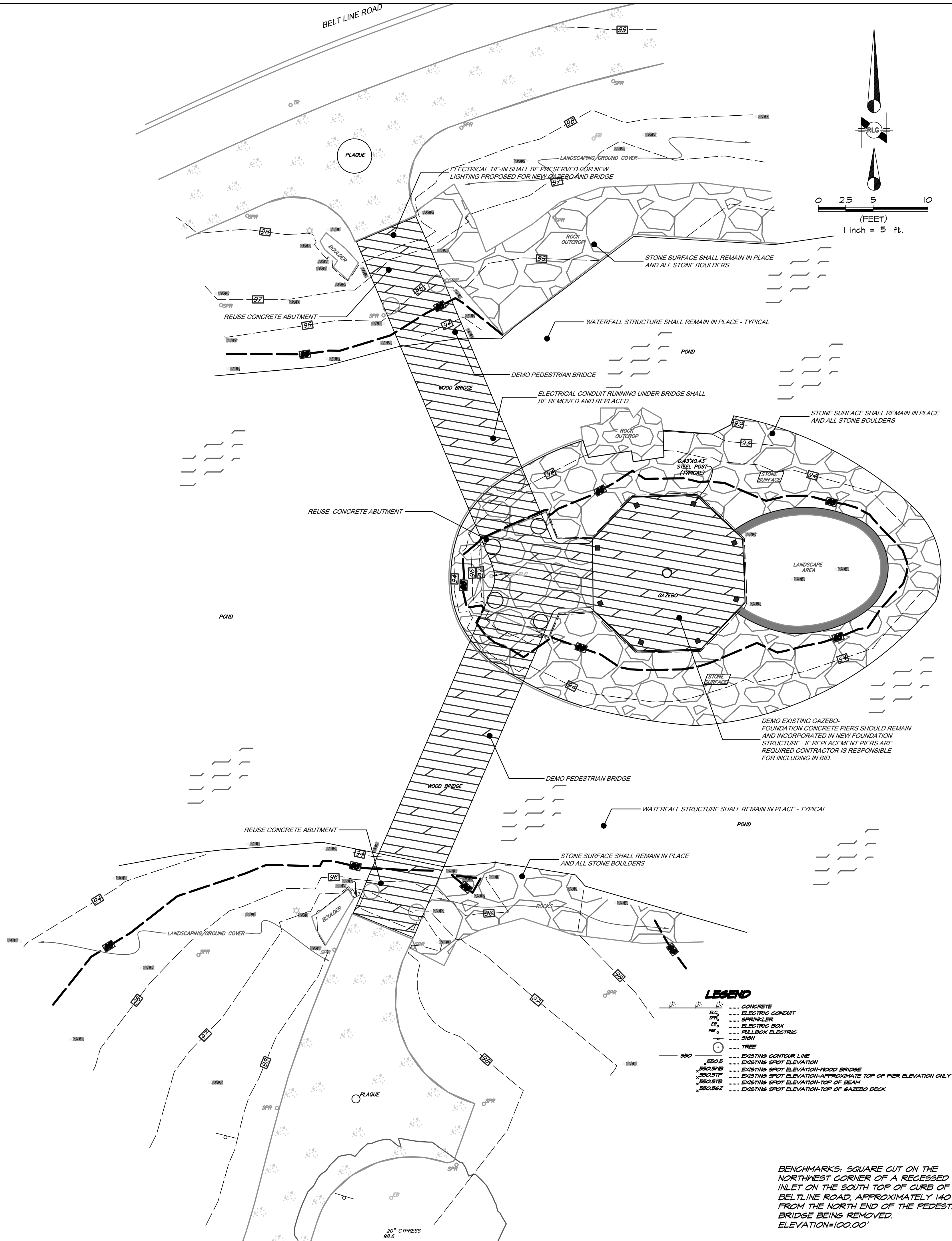
TABLE OF CONTENTS:

- LA-1 DEMOLITION PLAN - WINNWOOD PARK
- LA-2 DEMOLITION PLAN - TOWN HALL
- LA-3 LAYOUT PLAN - WINNWOOD PARK
- LA-4 LAYOUT PLAN - TOWN HALL
- LA-5 BRIDGE DETAILS - WINNWOOD PARK
- LA-6 BRIDGE DETAILS - TOWN HALL
- LA-7 HISTORICAL DRAWINGS [FOR INFO PURPOSES]

WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE
REPLACEMENT DESIGN BUILD PROJECT

COVER SHEET
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SCALE: NTS	-	DATE: 4/11/2019	SHEET	COVER
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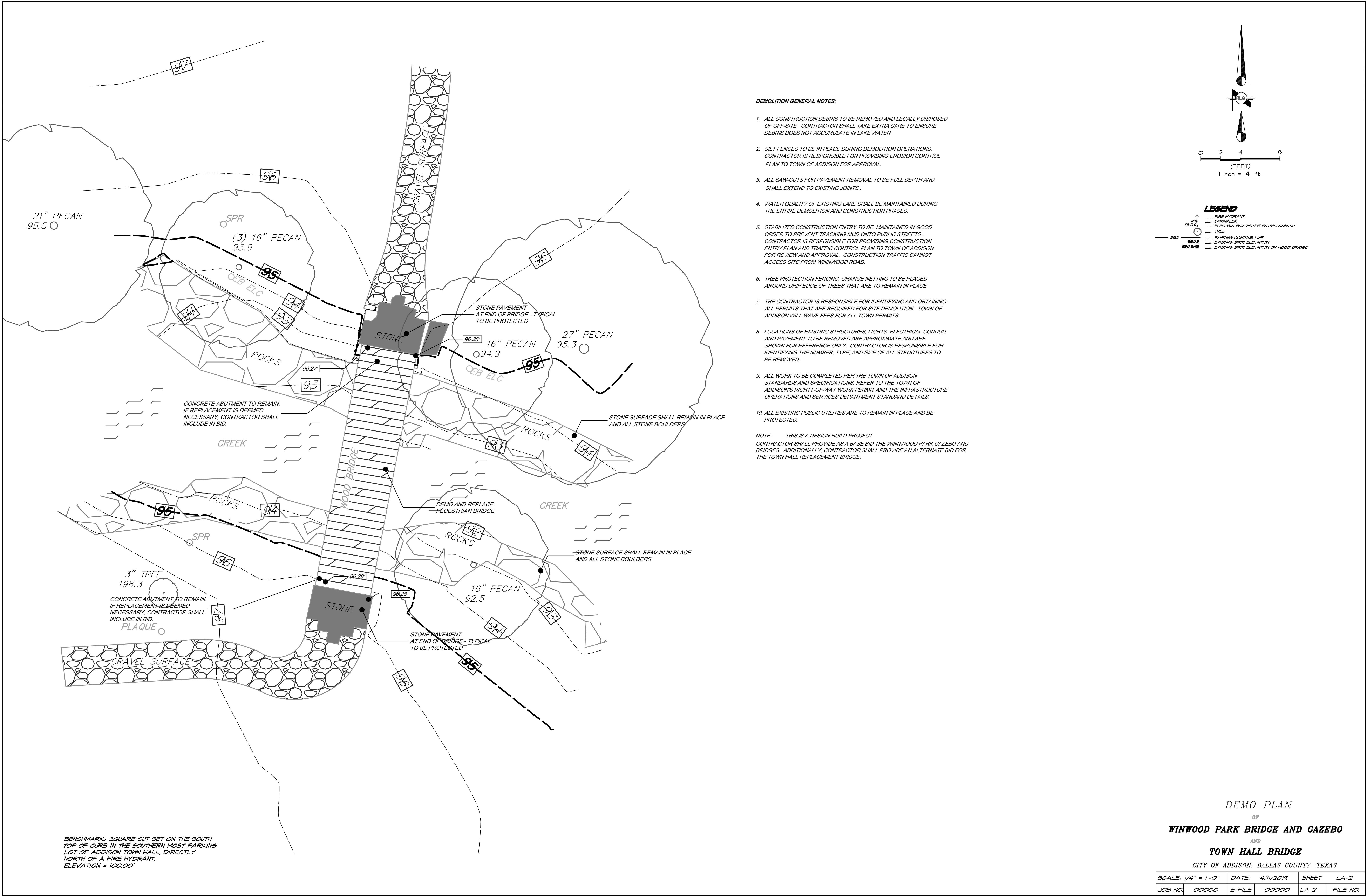
- DEMOLITION GENERAL NOTES:**
1. ALL CONSTRUCTION DEBRIS TO BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE. CONTRACTOR SHALL TAKE EXTRA CARE TO ENSURE DEBRIS DOES NOT ACCUMULATE IN LAKE WATER.
 2. SILT FENCES TO BE IN PLACE DURING DEMOLITION OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING EROSION CONTROL PLAN TO TOWN OF ADDISON FOR APPROVAL.
 3. ALL SAW-CUTS FOR PAVEMENT REMOVAL TO BE FULL DEPTH AND SHALL EXTEND TO EXISTING JOINTS.
 4. WATER QUALITY OF EXISTING LAKE SHALL BE MAINTAINED DURING THE ENTIRE DEMOLITION AND CONSTRUCTION PHASES.
 5. STABILIZED CONSTRUCTION ENTRY TO BE MAINTAINED IN GOOD ORDER TO PREVENT TRACKING MUD ONTO PUBLIC STREETS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION ENTRY PLAN AND TRAFFIC CONTROL PLAN TO TOWN OF ADDISON FOR REVIEW AND APPROVAL. CONSTRUCTION TRAFFIC CANNOT ACCESS SITE FROM WINNWOOD ROAD.
 6. TREE PROTECTION FENCING, ORANGE NETTING TO BE PLACED AROUND DRIP EDGE OF TREES THAT ARE TO REMAIN IN PLACE.
 7. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND OBTAINING ALL PERMITS THAT ARE REQUIRED FOR SITE DEMOLITION. TOWN OF ADDISON WILL WAIVE FEES FOR ALL TOWN PERMITS.
 8. LOCATIONS OF EXISTING STRUCTURES, LIGHTS, ELECTRICAL CONDUIT AND PAVEMENT TO BE REMOVED ARE APPROXIMATE AND ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE NUMBER, TYPE, AND SIZE OF ALL STRUCTURES TO BE REMOVED.
 9. ALL WORK TO BE COMPLETED PER THE TOWN OF ADDISON STANDARDS AND SPECIFICATIONS. REFER TO THE TOWN OF ADDISON'S RIGHT-OF-WAY WORK PERMIT AND THE INFRASTRUCTURE OPERATIONS AND SERVICES DEPARTMENT STANDARD DETAILS.
 10. ALL EXISTING PUBLIC UTILITIES ARE TO REMAIN IN PLACE AND BE PROTECTED.
- NOTE: THIS IS A DESIGN-BUILD PROJECT. CONTRACTOR SHALL PROVIDE AS A BASE BID THE WINNWOOD PARK GAZEBO AND BRIDGES. ADDITIONALLY, CONTRACTOR SHALL PROVIDE AN ALTERNATE BID FOR THE TOWN HALL REPLACEMENT BRIDGE.

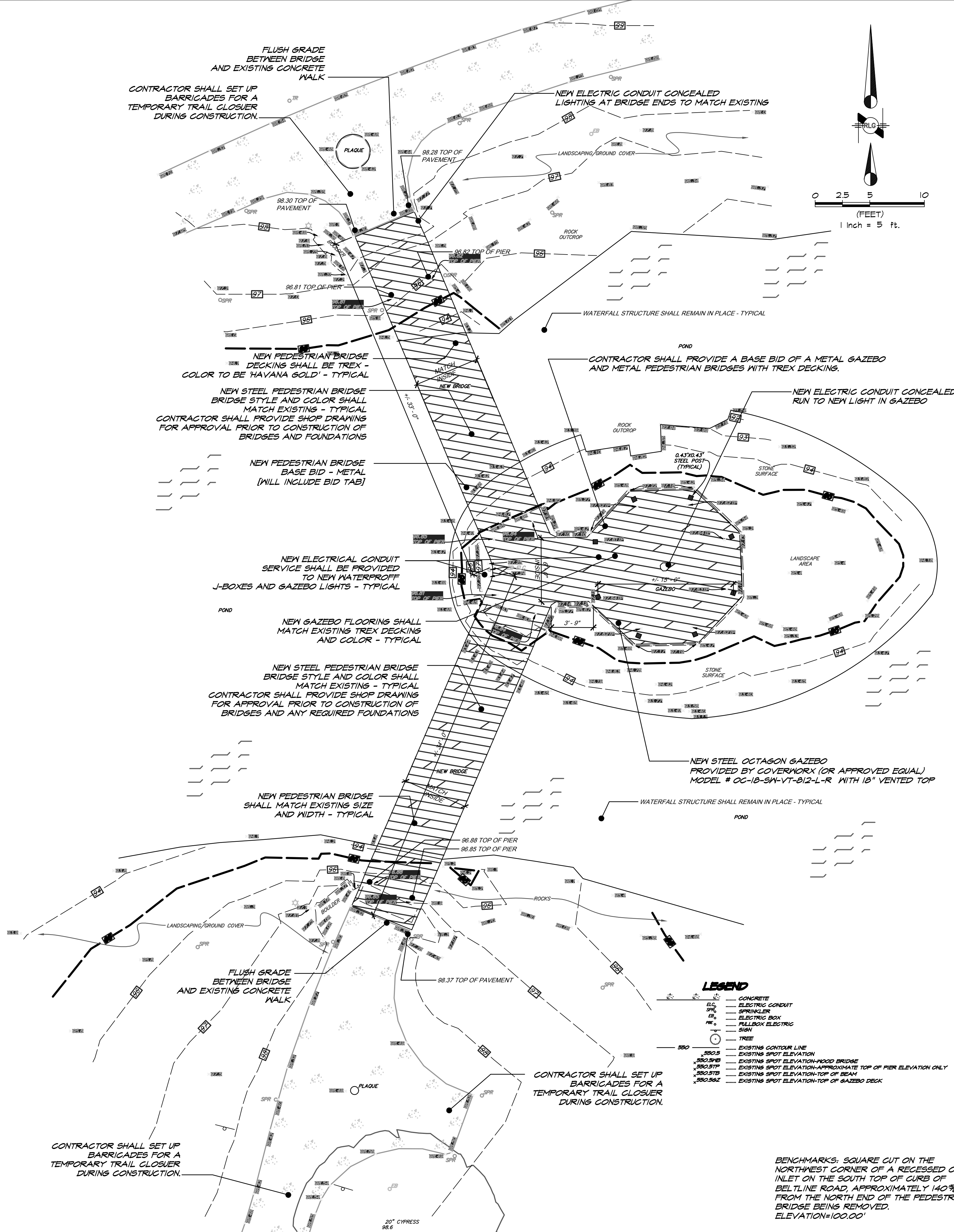
DEMO PLAN
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE

TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SCALE: 1" = 5'-0"	DATE: 4/11/2019	SHEET	LA-1
JOB NO. 00000	E-FILE 00000	LA-1	FILE-NO.

BENCHMARKS: SQUARE CUT ON THE NORTHWEST CORNER OF A RECESSED CURB INLET ON THE SOUTH TOP OF CURB OF BELT LINE ROAD, APPROXIMATELY 140'± FROM THE NORTH END OF THE PEDESTRIAN BRIDGE BEING REMOVED. ELEVATION=100.00'



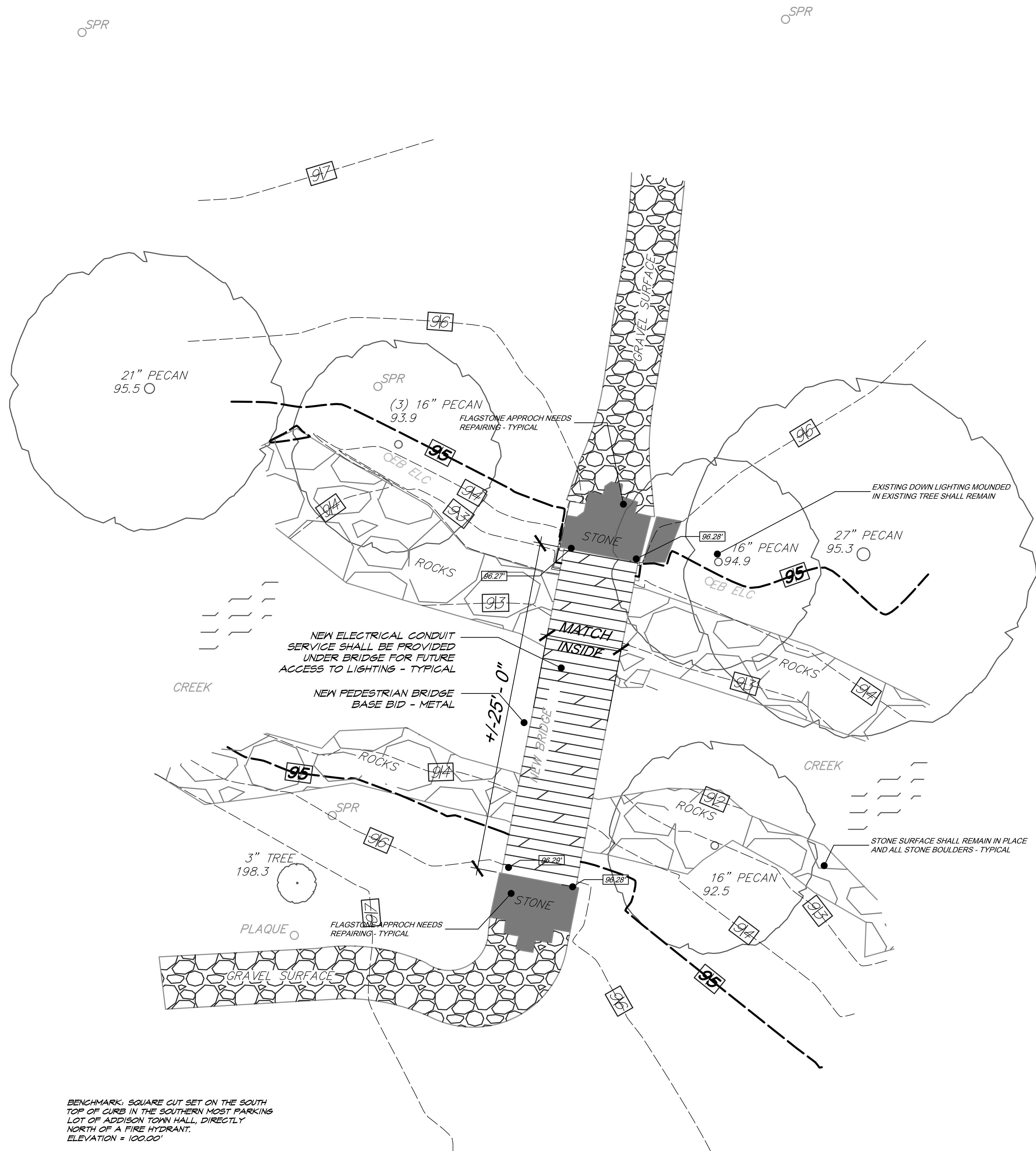


- CONSTRUCTION GENERAL NOTES:
- CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE PLANS AND CONSULTING WITH TOWN OF ADDISON, DIG TEST AND APPROPRIATE AGENCIES, IN ORDER TO DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES.
 - CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THE ACCURATE LOCATION OF PROPERTY LINES, EASEMENTS, AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
 - CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT CONSTRUCTION AREA DISCREPANCIES AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE TOWN OF ADDISON AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS, AS REQUIRED TO ACCOMPLISH ALL CONSTRUCTION OPERATIONS. ALL PIPING, CONDUIT, SLEEVES, ETC., SHALL BE SET IN PLACE PRIOR TO INSTALLATION OF CONSTRUCTION ITEMS.
 - CONTRACTOR SHALL PROVIDE A BASE BID OF A METAL GAZEBO AND METAL PEDESTRIAN BRIDGES WITH TREX DECKING.
 - WHERE APPLICABLE ALL EXISTING TREES AND PLANTING PRESERVATION AREAS SHALL BE PROTECTED PRIOR AND DURING CONSTRUCTION WITH TEMPORARY FENCING AS FOLLOWS: FENCE PROTECTION SHALL BE PLACED AROUND DRIP LINE OF ALL CLUSTERS OF TREES TO BE RETAINED. PROTECTION FENCE SHALL BE 4' T-POSTS WITH 4' ORANGE FIBERGLASS FENCING OR SIMILAR MATERIAL ONLY WITH PRIOR APPROVAL BY LANDSCAPE ARCHITECT.
 - CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS THAT ARE DAMAGED DURING CONSTRUCTION. MATERIALS INCLUDE EITHER HARDSCAPE AND SOFTSCAPE.
 - ALL DIMENSIONS ARE MEASURED FROM FACE OF VERTICAL ELEMENTS. DIMENSIONS TAKEN FROM ROAD EDGE ARE FROM BACK OF CURB (B.O.C.) UNLESS OTHERWISE NOTED ON PLANS.
 - ALL WORK TO BE COMPLETED PER THE TOWN OF ADDISON STANDARDS AND SPECIFICATIONS. WHEN IN DOUBT, CONTRACTOR SHALL STAKE THE LOCATIONS OF FOOTINGS, HEADWALLS, OR ANY HARDSCAPE ELEMENT FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING CONSTRUCTION.
 - CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR PRIOR APPROVAL BEFORE STARTING CONSTRUCTION OF PEDESTRIAN BRIDGES, GAZEBO, TREX DECKING, ELECTRICAL WIRING, FOOTINGS AND ALL CONNECTS.
 - PROVIDE TRAFFIC CONTROL FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY DURING DEMOLITION. CONTRACTOR SHALL PROVIDE A STAGING AND STORAGE PLAN FOR APPROVAL BEFORE MOBILIZING ON SITE WITHIN THE PARK.
 - CONTRACTOR SHALL SUBMIT SAMPLES OF METAL USED ON GAZEBO AND PEDESTRIAN BRIDGES, TREX DECKING, LIGHTING IN GAZEBO, PAINT COLOR AS PART OF THE BASE BID. ALSO, SAMPLES OF WOOD AS PART OF THE ALTERNATIVE BID SHALL BE SUBMITTED.
 - ALL EXISTING PUBLIC UTILITIES ARE TO REMAIN IN PLACE.

NOTE: THIS IS A DESIGN-BUILD PROJECT
CONTRACTOR SHALL PROVIDE AS A BASE BID THE WINNWOOD PARK GAZEBO AND BRIDGES. ADDITIONALLY, CONTRACTOR SHALL PROVIDE AN ALTERNATE BID FOR THE TOWN HALL REPLACEMENT BRIDGE.

LAYOUT PLAN
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

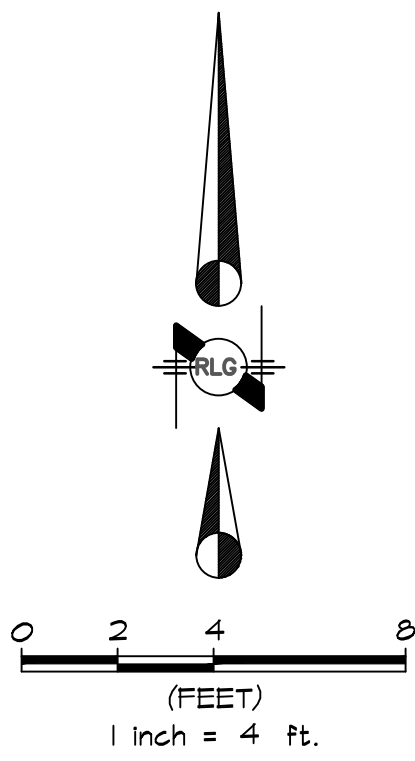
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JOB NO. 00000	E-FILE 00000	LA-3 FILE-NO.



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7. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS THAT ARE DAMAGED DURING CONSTRUCTION. MATERIALS INCLUDE EITHER HARDSCAPE AND SOFTSCAPE.
8. ALL DIMENSIONS ARE MEASURED FROM FACE OF VERTICAL ELEMENTS. DIMENSIONS TAKEN FROM ROAD EDGE ARE FROM BACK OF CURB (B.O.C.) UNLESS OTHERWISE NOTED ON PLANS.
9. ALL WORK TO BE COMPLETED PER THE TOWN OF ADDISON STANDARDS AND SPECIFICATIONS. WHEN IN DOUBT, CONTRACTOR SHALL STAKE THE LOCATIONS OF FOOTINGS, HEADWALLS, OR ANY HARDSCAPE ELEMENT FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING CONSTRUCTION.
10. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR PRIOR APPROVAL BEFORE STARTING CONSTRUCTION OF PEDESTRIAN BRIDGES, GAZEBO, TREX DECKING, ELECTRICAL WIRING, FOOTINGS AND ALL CONNECTS.
11. PROVIDE TRAFFIC CONTROL FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY DURING DEMOLITION. CONTRACTOR SHALL PROVIDE A STAGING AND STORAGE PLAN FOR APPROVAL BEFORE MOBILIZING ON SITE WITHIN THE PARK.
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LEGEND

- FIRE HYDRANT
- SPR SPRINKLER
- ELC ELEC. BOX WITH ELECTRIC CONDUIT
- TREE
- EXISTING CONTOUR LINE
- EXISTING SPOT ELEVATION
- EXISTING SPOT ELEVATION ON WOOD BRIDGE

LAYOUT PLAN
OF
WINWOOD PARK BRIDGE AND GAZEBO
AND
TOWN HALL BRIDGE
CITY OF ADDISON, DALLAS COUNTY, TEXAS

SCALE: 1/4" = 1'-0"	DATE: 4/11/2019	SHEET	LA-4
JOB NO. 00000	E-FILE 00000	LA-4	FILE-NO.

BENCHMARK: SQUARE CUT SET ON THE SOUTH TOP OF CURB IN THE SOUTHERN MOST PARKING LOT OF ADDISON TOWN HALL, DIRECTLY NORTH OF A FIRE HYDRANT. ELEVATION = 100.00'

BRIDGE SPECIFICATIONS				
GENERAL				
NOTE: CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ENTIRE PROJECT FOR APPROVAL, PRIOR TO STARTING MANUFACTURING AND CONSTRUCTION OF THE SELECTED BID ITEMS.				
1.1	SCOPE			
THESE SPECIFICATIONS ARE FOR A FULLY ENGINEERED CLEAR SPAN BRIDGE OF STEEL CONSTRUCTION AND SHALL BE REGARDED AS MINIMUM STANDARDS FOR DESIGN AND CONSTRUCTION. THESE SPECIFICATIONS ARE BASED ON PRODUCTS DESIGNED AND MANUFACTURED BY CONTECH BRIDGE SOLUTIONS A CONTINENTAL BRIDGE BRAND, 8301 STATE HIGHWAY 29 NORTH, ALEXANDRIA, MN 56308. REFER TO THE TRUSS DETAILS IN THE PROJECT PLANS FOR ADDITIONAL GENERAL NOTES.				
1.2	QUALIFIED SUPPLIERS			
CONTECH ENGINEERED SOLUTIONS IS THE PRE-APPROVED MANUFACTURER OF CHOICE FOR THIS PROJECT. CONTECH'S LOCAL BRIDGE CONSULTANT IS: BRIAN LOPAS, BLOPAS@CONTECHES.COM, 214-316-3954.				
EACH BIDDER IS REQUIRED TO IDENTIFY THEIR INTENDED BRIDGE SUPPLIER AS PART OF THE BID SUBMITTAL. QUALIFIED SUPPLIERS MUST HAVE AT LEAST 5 YEARS EXPERIENCE FABRICATING THESE TYPE STRUCTURES.				
PRE-APPROVED MANUFACTURERS: CONTECH ENGINEERED SOLUTIONS, LLC 8301 STATE HIGHWAY 29 NORTH ALEXANDRIA, MINNESOTA 56308 1-800-328-2047				
SUPPLIERS OTHER THAN THOSE LISTED ABOVE MAY BE USED PROVIDED THE ENGINEER OR OWNER'S AGENT EVALUATES THE PROPOSED SUPPLIER AND APPROVES THE SUPPLIER 5 DAYS PRIOR TO BID.				
THE CONTRACTOR MUST PROVIDE THE FOLLOWING DOCUMENTATION, FOR ANY PROPOSED SUPPLIER WHO IS NOT PRE-APPROVED, AT LEAST 10 DAYS PRIOR TO BID:				
* PRODUCT LITERATURE				
* ALL DOCUMENTATION TO INSURE THE PROPOSED SUBSTITUTION WILL BE IN COMPLIANCE WITH THESE SPECIFICATIONS. THIS SHALL INCLUDE: - REPRESENTATIVE DESIGN CALCULATIONS - REPRESENTATIVE DRAWINGS - SPLICING AND ERECTION PROCEDURES - WARRANTY INFORMATION - INSPECTION AND MAINTENANCE PROCEDURES - AISC SHOP CERTIFICATION - WELDER QUALIFICATIONS				
* PROPOSED SUPPLIERS MUST HAVE AT LEAST FIVE (5) YEARS EXPERIENCE DESIGNING AND FABRICATING THESE TYPE STRUCTURES AND A MINIMUM OF FIVE (5) SUCCESSFUL BRIDGE PROJECTS, OF SIMILAR CONSTRUCTION, EACH OF WHICH HAS BEEN IN SERVICE AT LEAST THREE (3) YEARS. LIST THE LOCATION, BRIDGE SIZE, OWNER, AND A CONTACT FOR REFERENCE FOR EACH PROJECT.				
THE ENGINEER WILL EVALUATE AND VERIFY THE ACCURACY OF THE SUBMITTAL PRIOR TO BID. IF THE ENGINEER DETERMINES THAT THE QUALIFYING CRITERIA HAVE NOT BEEN MET, THE CONTRACTOR'S PROPOSED SUPPLIER SHALL BE REJECTED. THE ENGINEER'S RULING SHALL BE FINAL.				
1.	THE MANUFACTURER MUST BE IN ATTENDANCE AT THE PROJECT PRE-BID MEETING IF ONE IS HELD.			
2.	THE MANUFACTURER MUST DIRECTLY EMPLOY AT LEAST TWO (2) REGISTERED PROFESSIONAL ENGINEERS IN THE STATE OF TEXAS WITH AT LEAST 15 YEARS OF EXPERIENCE DEDICATED TO THESE TYPES OF STRUCTURES. THE MANUFACTURER MUST SUPPLY THE NAMES AND P.E. LICENSE NUMBERS AND DATES OF HIRE PRIOR TO BID.			
3.	THE MANUFACTURER SHALL PROVIDE A DIRECT EMPLOYEE FOR TECHNICAL INSTRUCTION AND <u>ON-SITE</u> TECHNICAL CONSULTATION TO THE CONTRACTOR DURING THE INSTALLATION AND/OR SETTING OF THE TRUSS ELEMENTS.			
2.0 GENERAL FEATURES OF DESIGN				
2.1	SPAN			
BRIDGE SPAN SHALL MATCH EXISTING SPANS (STRAIGHT LINE DIMENSION) AND SHALL BE AS MEASURED FROM EACH END OF THE BRIDGE STRUCTURE.				
2.2	WIDTH			
BRIDGE WIDTH SHALL MATCH EXISTING SPANS AND SHALL BE AS MEASURED FROM THE INSIDE FACE OF STRUCTURAL ELEMENTS AT DECK LEVEL.				
2.3	BRIDGE SYSTEM TYPE			
BRIDGE(S) SHALL BE DESIGNED AS A CONTINENTAL CONNECTOR TRUSS (P-I-SO) (OR EQUAL), THAT HAS ONE (1) DIAGONAL PER PANEL AND PLUMB END VERTICAL MEMBERS. INTERIOR VERTICAL MEMBERS MAY BE EITHER PLUMB OR PERPENDICULAR TO THE CHORD FACES.				
BRIDGE(S) SHALL BE DESIGNED UTILIZING AN UNDERHUNG FLOOR BEAM (TOP OF FLOOR BEAM WELDED TO THE BOTTOM OF THE BOTTOM CHORD.				
THE TOP OF THE TOP CHORD SHALL NOT BE LESS THAN 54 INCHES ABOVE THE DECK (MEASURED FROM THE HIGH POINT OF THE RIDING SURFACE) ON BIKE PATH STRUCTURES.				
2.4	MEMBER COMPONENTS			
ALL MEMBERS OF THE VERTICAL, TRUSSES (TOP AND BOTTOM CHORDS, VERTICALS, AND DIAGONALS) SHALL BE FABRICATED FROM SQUARE AND/OR RECTANGULAR STRUCTURAL STEEL TUBING. OTHER STRUCTURAL MEMBERS AND BRACING SHALL BE FABRICATED FROM STRUCTURAL STEEL SHAPES OR SQUARE AND RECTANGULAR STRUCTURAL STEEL TUBING.				
UNLESS THE FLOOR AND FASTENERS ARE SPECIFICALLY DESIGNED TO PROVIDE ADEQUATE LATERAL SUPPORT TO THE TOP FLANGE OF OPEN SHAPE STRINGERS (W-SHAPES OR CHANNELS), A MINIMUM OF ONE STIFFENER SHALL BE PROVIDED IN EACH STRINGER AT EVERY FLOOR BEAM LOCATION.				
2.5	ATTACHMENTS			
2.5.1	SAFETY RAILS			
HORIZONTAL SAFETY RAILS SHALL BE PLACED ON THE STRUCTURE UP TO A MINIMUM HEIGHT OF X-XX ABOVE THE DECK SURFACE. SAFETY RAILS SHALL BE PLACED SO AS TO PREVENT A 4" SPHERE FROM PASSING THROUGH THE TRUSS. SAFETY RAILS SHALL BE PLACED ON THE INSIDE OR OUTSIDE OF THE STRUCTURE AT THE BRIDGE FABRICATOR'S OPTION. SAFETY RAILS PLACED ON THE INSIDE OF THE TRUSS SHALL HAVE THEIR ENDS SEALED AND GROUND SMOOTH SO AS TO PRODUCE NO SHARP EDGES.				
THE SAFETY RAIL SYSTEM SHALL BE DESIGNED FOR AN INFILL LOADING OF 200 POUNDS, APPLIED HORIZONTALLY AT RIGHT ANGLES, TO A ONE SQUARE FOOT AREA AT ANY POINT IN THE SYSTEM.				
2.5.3	TOE PLATE			
THE BRIDGE SHALL BE SUPPLIED WITH A REMOVABLE TOE PLATE MOUNTED TO THE INSIDE FACE OF BOTH TRUSSES. THE TOE PLATE SHALL BE A MINIMUM OF 4 INCHES HIGH. TOE PLATING WILL BE ATTACHED TO THE TRUSS MEMBERS AT A HEIGHT ADEQUATE TO PROVIDE A 2" GAP BETWEEN THE BOTTOM OF THE PLATE AND THE TOP OF THE DECK OR THE TOP OF THE BOTTOM CHORD, WHICHEVER IS HIGHER. THE SPAN OF UNSTIFFENED FLAT TOE PLATING (FROM CENTER TO CENTER OF SUPPORTS) SHALL NOT EXCEED 5-8.				
2.5.5	RUBRAILS			
THE BRIDGE WILL BE SUPPLIED WITH A 1'X5'-1/2" (ACTUAL SIZE) NATURALLY DURABLE HARDWOOD (P.E. TAHERAUI SPP LAPACHO GROUP) RUBRAIL. RUBRAIL SHALL BE PARTIALLY AIR DRIED TO A MOISTURE CONTENT OF 15% TO 20%, SHALL BE SURFACED S4S (SURFACED FOUR SIDES), E4E (EASED FOUR EDGES), WITH THE EDGES EASED TO A RADIUS OF 1/8". MEASURED AT 30% MOISTURE CONTENT, THE WIDTH AND THICKNESS SHALL NOT VARY FROM SPECIFIED DIMENSIONS BY MORE THAN 0.04 INCHES. ENDS OF EACH PIECE SHALL BE SEALED WITH "ANCHORSEAL" MOBI, CER-M OR AN EQUAL AQUIVUS WAX LOG SEALER.				
RUBRAILS SHALL BE ATTACHED FLUSH TO THE INSIDE FACE OF THE BRIDGE TRUSS VERTICALS AND FASTENED WITH TWO CARRIAGE BOLTS AT EACH SUPPORT LOCATION. THE SPAN OF THE RUBRAIL FROM CENTERLINE TO CENTERLINE OF SUPPORT SHALL NOT EXCEED 6-6.				
THE TOP OF THE RUBRAIL SHALL BE X-XX ABOVE THE TOP OF THE DECK (MEASURED AT THE OUTSIDE EDGE OF THE DECK).				
2.6	CAMBER			
THE BRIDGE SHALL HAVE A VERTICAL CAMBER DIMENSION AT MIDSPAN EQUAL TO 100% OF THE FULL DEAD LOAD DEFLECTION PLUS 1% OF THE FULL LENGTH OF THE BRIDGE.				
2.7	ELEVATION DIFFERENCE			
THE BRIDGE ABUTMENTS SHALL BE CONSTRUCTED AT THE SAME ELEVATION ON BOTH ENDS OF THE BRIDGE.				
3.1.	ENGINEERING			
STRUCTURAL DESIGN OF THE BRIDGE STRUCTURE(S) SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER AND DONE IN ACCORDANCE WITH RECOGNIZED ENGINEERING PRACTICES AND PRINCIPLES. THE ENGINEER SHALL BE LICENSED TO PRACTICE IN THE STATE OF TEXAS.				
3.1	DESIGN LOADS			
IN CONSIDERING DESIGN AND FABRICATION ISSUES, THIS STRUCTURE SHALL BE ASSUMED TO BE STATICALLY LOADED. NO DYNAMIC ANALYSIS SHALL BE REQUIRED NOR SHALL FABRICATION ISSUES TYPICALLY CONSIDERED FOR DYNAMICALLY LOADED STRUCTURES BE CONSIDERED FOR THIS BRIDGE.				
3.1.1	DEAD LOAD			
THE LOADS LISTED HEREIN SHALL BE CONSIDERED TO ACT IN THE FOLLOWING COMBINATIONS, WHICHEVER PRODUCE THE MOST UNFAVORABLE EFFECTS ON THE BRIDGE SUPERSTRUCTURE OR STRUCTURAL MEMBER CONCERNED: [DL=DEAD LOAD; LL = LIVE LOAD; WL = WIND LOAD; VEH = VEHICLE LOAD]				
3.1.2	UNIFORM LIVE LOAD			
3.1.2.1	PEDESTRIAN LIVE LOAD			
MAIN MEMBERS: MAIN SUPPORTING MEMBERS, INCLUDING GIRDERS, TRUSSES AND ARCHES SHALL BE DESIGNED FOR A PEDESTRIAN LIVE LOAD OF 90 POUNDS PER SQUARE FOOT OF BRIDGE WALKWAY AREA.				
3.1.3	CONCENTRATED LOADS			
THE BRIDGE SUPERSTRUCTURE, FLOOR SYSTEM AND DECKING SHALL BE DESIGNED FOR EACH OF THE FOLLOWING POINT LOAD CONDITIONS:				
3.1.3.1	A CONCENTRATED LOAD OF 1000 POUNDS PLACED ON ANY AREA 2.5 FT X 2.5 FT SQUARE.			
3.1.3.2	A 1200 POUND TWO WHEEL VEHICLE WITH A WHEELBASE AND TIRE PRINT AREA AS SHOWN IN THE FOLLOWING DIAGRAM:			
3.2	DESIGN LIMITATIONS			
3.2.1	DEFLECTION			
3.2.1.1	VERTICAL DEFLECTION			
THE VERTICAL DEFLECTION OF THE MAIN TRUSSES DUE TO SERVICE PEDESTRIAN LIVE LOAD SHALL NOT EXCEED 1/300 OF THE SPAN.				
THE VERTICAL DEFLECTION OF CANTILEVER SPANS OF THE STRUCTURE DUE TO SERVICE PEDESTRIAN LIVE LOAD SHALL NOT EXCEED 1/300 OF THE CANTILEVER ARM LENGTH.				
3.2.1.2	HORIZONTAL DEFLECTION			
THE HORIZONTAL DEFLECTION OF THE STRUCTURE DUE TO LATERAL WIND LOADS SHALL NOT EXCEED 1/300 OF THE SPAN UNDER AN 85 MPH (25 PSF) WIND LOAD.				
3.2.2	MINIMUM THICKNESS OF METAL			
THE MINIMUM THICKNESS OF ALL STRUCTURAL STEEL MEMBERS SHALL BE 1/4" NOMINAL AND BE IN ACCORDANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTIONS' "STANDARD MILL PRACTICE GUIDELINES". FOR ASTM A500 AND ASTM A407 TUBING, THE SECTION PROPERTIES USED FOR DESIGN SHALL BE PER THE STEEL TUBE INSTITUTE OF NORTH AMERICA'S HOLLOW STRUCTURAL SECTIONS "DIMENSIONS AND SECTION PROPERTIES".				
3.3	GOVERNING DESIGN CODES / REFERENCES			
STRUCTURAL MEMBERS SHALL BE DESIGNED IN ACCORDANCE WITH RECOGNIZED ENGINEERING PRACTICES AND PRINCIPLES AS FOLLOWS:				
3.3.1	STRUCTURAL STEEL DESIGN			
AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO). DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AASHTO DESIGN GUIDE FOR PEDESTRIAN BRIDGES, LRFD.				
3.3.2	WELDED TUBULAR CONNECTIONS			
AMERICAN NATIONAL STANDARDS INSTITUTE / AMERICAN WELDING SOCIETY (ANSI/AWS) AND THE CANADIAN INSTITUTE OF STEEL CONSTRUCTION (CISC). ALL WELDED TUBULAR CONNECTIONS SHALL BE CHECKED, WHEN WITHIN APPLICABLE LIMITS, FOR THE LIMITING FAILURE MODES OUTLINED IN THE ANSI/AWS D1.1 STRUCTURAL WELDING CODE OR IN ACCORDANCE WITH THE "DESIGN GUIDE FOR HOLLOW STRUCTURAL SECTION CONNECTIONS" AS PUBLISHED BY THE CANADIAN INSTITUTE OF STEEL CONSTRUCTION (CISC).				
WHEN OUTSIDE THE "VALIDITY RANGE" DEFINED IN THESE DESIGN GUIDELINES, THE FOLLOWING LIMIT STATES OR FAILURE MODES MUST BE CHECKED:				
* CHORD FACE PLASTIFICATION				
* PUNCHING SHEAR (THROUGH MAIN MEMBER FACE)				
* MATERIAL FAILURE				
- TENSION FAILURE OF THE WEB MEMBER				
- LOCAL BUCKLING OF A COMPRESSION WEB MEMBER				
* WELD FAILURE				
- ALLOWABLE STRESS BASED ON "EFFECTIVE LENGTHS"				
- "ULTIMATE" CAPACITY				
* LOCAL BUCKLING OF A MAIN MEMBER FACE				
* MAIN MEMBER FAILURE:				
- WEB OR SIDEWALL YIELDING				
- WEB OR SIDEWALL CRIPPLING				
- WEB OR SIDEWALL BUCKLING				
- OVERALL SHEAR FAILURE				
3.3.9	LOAD COMBINATIONS			
ALL TUBULAR JOINTS SHALL BE PLAIN UNSTIFFENED JOINTS (MADE WITHOUT THE USE OF REINFORCING PLATES) EXCEPT AS FOLLOWS:				
* FLOOR BEAMS HUNG BENEATH THE LOWER CHORD OF THE STRUCTURE MAY BE CONSTRUCTED WITH OR WITHOUT STIFFENER (OR GUSSET) PLATES, AS REQUIRED BY DESIGN.				
* FLOOR BEAMS WHICH FRAME DIRECTLY INTO THE TRUSS VERTICALS (H-SECTION BRIDGES) MAY BE DESIGNED WITH OR WITHOUT END STIFFENING PLATES AS REQUIRED BY DESIGN.				
* WHERE CHORDS, END FLOOR BEAMS AND IN-CH PROFILES THE TOP END STRUTS WELD TO THE END VERTICALS, THE END VERTICALS (OR CONNECTIONS) MAY REQUIRE STIFFENING TO TRANSFER THE FORCES FROM THESE MEMBERS INTO THE END VERTICAL.				
* TRUSS VERTICAL TO CHORD CONNECTIONS.				
3.3.4	WOOD			
AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC), THE U.S. FOREST PRODUCTS LABORATORY, AND THE AMERICAN FOREST & PAPER ASSOCIATION (AF&P). SAWN LUMBER SHALL BE DESIGNED IN ACCORDANCE WITH THE ANSI/APA NDS, "NATIONAL DESIGN STANDARD FOR WOOD CONSTRUCTION", AS PUBLISHED BY THE AMERICAN FOREST & PAPER ASSOCIATION OR: THE "TIMBER CONSTRUCTION MANUAL", AS PUBLISHED BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC). DESIGN PROPERTIES FOR NATURALLY DURABLE HARDWOODS SHALL BE IN ACCORDANCE WITH "TROPICAL TIMBERS OF THE WORLD", AS PUBLISHED BY THE U.S. FOREST PRODUCTS LABORATORY.				
3.3.5	CONCRETE			
AMERICAN CONCRETE INSTITUTE (ACI) REINFORCED CONCRETE SHALL BE DESIGNED IN ACCORDANCE WITH THE BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" (ACI 318).				
3.3.6	TOP CHORD STABILITY			
STRUCTURAL STABILITY RESEARCH COUNCIL (SSRC), FORMERLY COLUMN RESEARCH COUNCIL. THE TOP CHORD SHALL BE CONSIDERED AS A COLUMN WITH ELASTIC LATERAL SUPPORTS AT THE PANEL POINTS. THE CRITICAL BUCKLING FORCE OF THE COLUMN, SO DETERMINED, SHALL EXCEED THE MAXIMUM FORCE FROM DEAD LOAD AND LIVE LOAD UNIFORM OR VEHICULAR IN ANY PANEL OF THE TOP CHORD BY NOT LESS THAN 50 PERCENT FOR PARALLEL CHORD TRUSS BRIDGES OR 100 PERCENT FOR BOWSTRING BRIDGES. THE DESIGN APPROACH TO PREVENT TOP CHORD BUCKLING SHALL BE AS OUTLINED BY E.C. HOLTS RESEARCH WORK IN CONJUNCTION WITH THE COLUMN RESEARCH COUNCIL ON THE STABILITY OF THE TOP CHORD OF A HALF-THROUGH TRUSS. SEE APPENDIX A FOR THE CALCULATION OF THE SPRING CONSTANT C AND THE DETERMINATION OF AN APPROPRIATE K FACTOR FOR OUT-OF-PLANE BUCKLING.				
IN ADDITION, FOR THE DEAD LOAD PLUS VEHICLE LOAD COMBINATION, THE SPRING CONSTANT "C" FURNISHED BY THE TRANSVERSE "U-FRAMES" SHALL NOT BE LESS THAN "C" REQUIRED AS DEFINED BY:				
$C_{\text{required}} = \frac{1.46 P_c}{L}$				
WHERE PC IS THE MAXIMUM TOP CHORD COMPRESSION DUE TO DEAD LOAD PLUS THE VEHICLE LOAD TIMES THE APPROPRIATE SAFETY FACTOR (1.5 FOR PARALLEL CHORD TRUSS BRIDGES OR 2.0 FOR BOWSTRING BRIDGES) AND L IS THE LENGTH IN INCHES OF ONE TRUSS PANEL OR BAY.				
FOR BRIDGES WITH VEHICLE LOADS, THE LATERAL FORCE APPLIED AT THE TOP CHORD ELEVATION FOR DESIGN OF THE TRANSVERSE FRAMES SHALL NOT BE LESS THAN 1% OF THE TOP CHORD COMPRESSION DUE TO DEAD LOAD PLUS ANY VEHICLE LOADING.				
THE BENDING FORCES IN THE TRANSVERSE FRAMES, AS DETERMINED ABOVE, ACT IN CONJUNCTION WITH ALL FORCES PRODUCED BY THE ACTUAL BRIDGE LOADS AS DETERMINED BY AN APPROPRIATE ANALYSIS WHICH ASSUMES THAT THE FLOOR BEAMS ARE "FIXED" TO THE TRUSSES AT EACH END.				
NOTE: THE EFFECTS OF THREE DIMENSIONAL LOADING (INCLUDING "U-FRAME" REQUIREMENTS) SHALL BE CONSIDERED IN THE DESIGN OF THE STRUCTURE. THE "U-FRAME" FORCES SHALL BE ADDED TO THE FORCES DERIVED FROM A THREE DIMENSIONAL ANALYSIS OF THE BRIDGE.				
4.0 MATERIALS				
4.1	STEEL			
4.1.1	PAINTED STEEL			
ALL BLAST CLEANING SHALL BE DONE IN A DEDICATED OSHA APPROVED INDOOR FACILITY OWNED AND OPERATED BY THE BRIDGE FABRICATOR. BLAST OPERATIONS SHALL USE BEST MANAGEMENT PRACTICES AND EXERCISE ENVIRONMENTALLY FRIENDLY BLAST MEDIA RECOVERY SYSTEMS.				
BRIDGES WHICH ARE TO BE PAINTED SHALL BE FABRICATED USING ASTM A500 GRADE C COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING (FY = 50,000 PSI) AND/OR HIGH STRENGTH, LOW ALLOW. ATMOSPHERIC CORROSION RESISTANT ASTM A847 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING (FY = 50,000 PSI) AND/OR ASTM A588, ASTM A422, ASTM A672, ASTM A 608 (FY = 50,000 PSI) AND/OR ASTM A36 (FY = 36,000 PSI) PLATE AND STRUCTURAL STEEL SHAPES. SPLICE PLATES, IF REQUIRED, SHALL BE ASTM A588. ALL PAINTED BRIDGES SHALL BE PAINTED IN A DEDICATED INDOOR OSHA APPROVED PAINT FACILITY THAT IS OWNED AND OPERATED BY THE BRIDGE FABRICATOR.				
THE FABRICATOR MUST HOLD A "SOPHISTICATED PAINT ENDORSEMENT" AS SET FORTH BY AISC.				
4.3	DECKING			
4.3.1	TREX DECK			
DECKING SHALL BE TRANSEND 2X6 TREX DECKING, WWW.TREX.COM TREX DECKING SHALL BE INSTALLED UTILIZING OVERSIZED HOLES TO ALLOW FOR EXPANSION AND CONTRACTION. SUPPORT STRINGERS SHALL BE SPACED TO ALLOW NO MORE THAN A 12" CLEAR SPAN BETWEEN STRINGERS.				
4.3.2	TREX DECKING ATTACHMENT			
AT TIME OF INSTALLATION, PLANKS ARE TO BE PLACED TIGHT TOGETHER WITH NO GAPS. EVERY PLANK MUST BE ATTACHED WITH AT LEAST ONE FASTENER AT EACH END AND ONE FASTENER IN THE MIDDLE OF THE BRIDGE. ALL FASTENERS TO BE ZINC PLATED. SELF-TAPPING SCREWS OR HEX-HEAD BOLTS, WITH A STEEL PLANK HOLD DOWN, ARE TO BE USED AT THE ENDS OF PLANKS. SELF-TAPPING SCREWS OR CARRIAGE BOLTS ARE TO BE USED AS INTERIOR CONNECTION FASTENERS WHEN REQUIRED. POWER ACTUATED FASTENERS WILL NOT BE ALLOWED.				
4.3.2	TREX DECKING ATTACHMENT- [continued]			
PLANKS ARE TO BE DRILLED PRIOR TO INSTALLATION OF BOLTS AND/OR SCREWS. IN ADDITION TO AT LEAST ONE FASTENER AT EACH END OF EVERY PLANK TYPICAL FOR ALL INSTALLATIONS, PLANKS FOR BRIDGES WITH WIDTHS OF 72-INCHES TO 143-INCHES SHALL BE ATTACHED WITH A MINIMUM OF TWO FASTENERS AT A LOCATION APPROXIMATELY NEAR THE CENTER OF THE BRIDGE WIDTH. BRIDGES WIDER THAN 143" ARE TO HAVE TWO FASTENERS LOCATED AT A MINIMUM OF TWO INTERIOR STRINGER LOCATIONS, APPROXIMATELY AT THE THIRD POINTS OF THE BRIDGE WIDTH.				
NOTE: ATTACHMENTS AT THE ENDS OF THE PLANKS MAY BE MODIFIED AS REQUIRED WHEN OBSTRUCTIONS, SUCH AS INTERIOR SAFETY SYSTEM ELEMENTS, PREVENT INSTALLATION OF THE SPECIFIED HOLD DOWN SYSTEM.				
5.0 WELDING				
5.1	WELDING			
WELDING AND WELD PROCEDURE QUALIFICATION TESTS SHALL CONFORM TO THE PROVISIONS OF ANSI/AWS D1.1 "STRUCTURAL WELDING CODE", 1998 EDITION. FILLER METAL SHALL BE IN ACCORDANCE WITH THE APPLICABLE AWS FILLER METAL SPECIFICATION (I.E. AWS A 5.28 FOR THE GMAW PROCESS). FOR EXPOSED, BARE, UNPAINTED APPLICATIONS OF CORROSION RESISTANT STEELS (I.E. ASTM A588 AND A484), THE FILLER METAL SHALL BE IN ACCORDANCE WITH AWS D1.1, SECTION 3.7.3.				
5.2	WELDERS			
WELDERS SHALL BE PROPERLY ACCREDITED OPERATORS, EACH OF WHOM SHALL SUBMIT CERTIFICATION OF SATISFACTORILY PASSING AWS STANDARD QUALIFICATION TESTS FOR ALL POSITIONS WITH UNLIMITED THICKNESS OF BASE METAL, HAVE A MINIMUM OF 6 MONTHS EXPERIENCE IN WELDING TUBULAR STRUCTURES AND HAVE DEMONSTRATED THE ABILITY TO MAKE UNIFORM SOUND WELDS OF THE TYPE REQUIRED.				
6.0 SUBMITTALS				
6.1	SUBMITTAL DRAWINGS			
SCHEMATIC DRAWINGS AND DIAGRAMS SHALL BE SUBMITTED TO THE CUSTOMER FOR THEIR REVIEW AFTER RECEIPT OF ORDER. SUBMITTAL DRAWINGS SHALL BE UNIQUE DRAWINGS, PREPARED TO ILLUSTRATE THE SPECIFIC PORTION OF THE WORK TO BE DONE. ALL RELATIVE DESIGN INFORMATION SUCH AS MEMBER SIZES, BRIDGE REACTIONS, AND GENERAL NOTES SHALL BE CLEARLY SPECIFIED ON THE DRAWINGS. DRAWINGS SHALL HAVE CROSS REFERENCED DETAILS AND SHEET NUMBERS. ALL DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER WHO IS LICENSED IN ACCORDANCE WITH SECTION 3.0.				
6.2	STRUCTURAL CALCULATIONS			
STRUCTURAL CALCULATIONS FOR THE BRIDGE SUPERSTRUCTURE SHALL BE SUBMITTED BY THE BRIDGE MANUFACTURER AND REVIEWED BY THE APPROVING ENGINEER. ALL CALCULATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER WHO IS LICENSED IN ACCORDANCE WITH SECTION 3.0. THE CALCULATIONS SHALL INCLUDE ALL DESIGN INFORMATION NECESSARY TO DETERMINE THE STRUCTURAL ADEQUACY OF THE BRIDGE. THE CALCULATIONS SHALL INCLUDE THE FOLLOWING:				
* ALL AASHTO ALLOWABLE STRESS CHECKS FOR AXIAL, BENDING AND SHEAR FORCES IN THE CRITICAL MEMBER OF EACH TRUSS MEMBER TYPE (I.E. TOP CHORD, BOTTOM CHORD, FLOOR BEAM, VERTICAL, ETC.).				
* CHECKS FOR THE CRITICAL CONNECTION FAILURE MODES FOR EACH TRUSS MEMBER TYPE (I.E. VERTICAL, DIAGONAL, FLOOR BEAM, ETC.). SPECIAL ATTENTION SHALL BE GIVEN TO ALL WELDED TUBE ON TUBE CONNECTIONS (SEE SECTION 3.3.2 FOR DESIGN CHECK REQUIREMENTS).				
* ALL BOLTED SPLICE CONNECTIONS.				
* MAIN TRUSS DEFLECTION CHECKS.				
* U-FRAME STIFFNESS CHECKS (USED TO DETERMINE K FACTORS FOR OUT-OF-PLANE BUCKLING OF THE TOP CHORD) FOR ALL HALF THROUGH OR "PONY" TRUSS BRIDGES.				
* DECK DESIGN.				
NOTE: THE ANALYSIS AND DESIGN OF TRIANGULATED TRUSS BRIDGES SHALL ACCOUNT FOR MOMENTS INDUCED IN MEMBERS DUE TO JOINT FIXITY WHERE APPLICABLE. MOMENTS DUE TO BOTH TRUSS DEFLECTION AND JOINT ECCENTRICITY MUST BE CONSIDERED.				
6.3	WELDER CERTIFICATIONS			
IN COMPLIANCE WITH AWS STANDARD QUALIFICATION TESTS.				
6.4	WELDING PROCEDURES			
IN COMPLIANCE WITH SECTION 5.1.				
7.0 FABRICATION				
7.1	GENERAL REQUIREMENTS			
7.1.1	DRAIN HOLES			
WHEN THE COLLECTION OF WATER INSIDE A STRUCTURAL TUBE IS A POSSIBILITY, EITHER DURING CONSTRUCTION OR DURING SERVICE, THE TUBE SHALL BE PROVIDED WITH A DRAIN HOLE AT ITS LOWEST POINT TO LET WATER OUT.				
7.1.2	WELDS			
SPECIAL ATTENTION SHALL BE GIVEN TO DEVELOPING SUFFICIENT WELD THROATS ON TUBULAR MEMBERS. FILLET WELD DETAILS SHALL BE IN ACCORDANCE WITH AWS D1.1, SECTION 3.9 (SEE AWS FIGURE 3.2). UNLESS DETERMINED OTHERWISE BY TESTING, THE LOSS FACTOR "Z" FOR HEEL WELDS SHALL BE IN ACCORDANCE WITH AWS TABLE 2.8. FILLET WELDS WHICH RUN ONTO THE RADIUS OF A TUBE SHALL BE BUILT UP TO OBTAIN THE FULL THROAT THICKNESS (SEE FIGURE 7.1). THE MAXIMUM ROOT OPENINGS OF FILLET WELDS SHALL NOT EXCEED 3/16" IN CONFORMANCE WITH AWS D1.1, SECTION 5.22. WELD SIZE OR EFFECTIVE THROAT DIMENSIONS SHALL BE INCREASED IN ACCORDANCE WITH THIS SAME SECTION WHEN APPLICABLE (I.E. FIT-UP GAPS- 1/16").				
NOTE: UNLESS SPECIFIED OTHERWISE, CONNECTION FAYING SURFACES AND THE INTERIOR SURFACES OF ALL STRUCTURAL TUBING SHALL NOT BE COATED.				
BRIDGE DETAILS AND NOTES				
OR				
WINWOOD PARK BRIDGE AND CAZEBO				
TOWN OF ADDISON, DALLAS COUNTY, TEXAS				
SCALE: NTS	-	DATE: 4/11/2019	SHEET	LA-5
JOB NO.	00000	E-FILE	00000	LA-5 FILE-NO.

8.2.3 TOUCH-UP PAINT

A NOMINAL QUANTITY OF TOUCH-UP PAINT WILL BE PROVIDED TO REPAIR MARRED SURFACES. TOUCH-UP PAINTING INCLUDES ANY AND ALL PAINTING REQUIRED AFTER THE STRUCTURE REACHES THE SITE, AND IS THE RESPONSIBILITY OF OTHERS. THIS PAINTING SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING AREAS:

1. ANY AREAS DAMAGED DUE TO SHIPPING, HANDLING, AND ERECTION OF THE BRIDGE AND COMPONENTS.
2. BOLT HEADS AND EXPOSED AREA OF BOLTS AND NUTS AS APPLICABLE.
3. NON-GALVANIZED ATTACHMENTS OR ANCHOR BOLTS IF NOT MADE OF CORROSION RESISTANT STEEL.
4. IF APPLICABLE, SMALL AREAS (0 TO 2 EACH SIDE) AROUND BOLTED FIELD SPLICES, DESIGNED AS "SLIP CRITICAL," WHERE ONE OR ALL PAINT COATS MAY BE REQUIRED TO BE LEFT OFF THE FAYING SURFACES.

8.2.4 PAINTER QUALIFICATIONS

ALL PAINTERS SHALL BE CERTIFIED BY THE APPROPRIATE PAINT MANUFACTURER FOR PROPER HANDLING, MIXING, THINNING (IF REQUIRED) AND APPLICATION OF THE PAINT SYSTEM IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE PAINTERS SHALL ALSO BE CERTIFIED BY THE DEPARTMENT OF TRANSPORTATION IN THE STATE IN WHICH THE BRIDGE IS MANUFACTURED.

9.0 DELIVERY AND ERECTION

DELIVERY IS MADE TO A LOCATION NEAREST THE SITE WHICH IS EASILY ACCESSIBLE TO NORMAL OVER-THE-ROAD TRACTOR/TRAILER EQUIPMENT. ALL TRUCKS DELIVERING BRIDGE MATERIALS WILL NEED TO BE UNLOADED AT THE TIME OF ARRIVAL.

THE MANUFACTURER WILL PROVIDE DETAILED, WRITTEN INSTRUCTION IN THE PROPER LIFTING PROCEDURES AND SPLICING PROCEDURES (IF REQUIRED). THE METHOD AND SEQUENCE OF ERECTION SHALL BE THE RESPONSIBILITY OF OTHERS.

THE BRIDGE MANUFACTURER SHALL PROVIDE WRITTEN INSPECTION AND MAINTENANCE PROCEDURES TO BE FOLLOWED BY THE BRIDGE OWNER.

10.0 BEARINGS

10.1 BEARING DEVICES

BRIDGE BEARINGS SHALL CONSIST OF A STEEL SETTING OR SLIDE PLATE PLACED ON THE ABUTMENT OR GROUT PAD. THE BRIDGE BEARING PLATE WHICH IS WELDED TO THE BRIDGE STRUCTURE SHALL BEAR ON THIS SETTING PLATE. ONE END OF THE BRIDGE WILL BE FIXED BY FULLY TIGHTENING THE NUTS ON THE ANCHOR BOLTS AT THAT END. THE OPPOSITE END WILL HAVE FINGER TIGHT ONLY NUTS TO ALLOW MOVEMENT UNDER THERMAL EXPANSION OR CONTRACTION.

THE BRIDGE BEARINGS SHALL SIT IN A RECESSED POCKET ON THE CONCRETE ABUTMENT. MINIMUM 28-DAY STRENGTH FOR THE ABUTMENT CONCRETE SHALL BE 3,000 PSI. THE BEARING SEAT SHALL BE A MINIMUM OF 16" WIDE. THE STEP HEIGHT (FROM BOTTOM OF BEARING TO TOP-OF-DECK) SHALL BE DETERMINED BY THE BRIDGE MANUFACTURER.

BRIDGES IN EXCESS OF 100 FEET IN LENGTH OR BRIDGES WITH DEAD LOAD REACTIONS OF 15,000 POUNDS OR MORE (AT EACH BEARING LOCATION) SHALL HAVE TEFLON ON TEFLON OR STAINLESS STEEL ON TEFLON SLIDE BEARINGS PLACED BETWEEN THE BRIDGE BEARING PLATE AND THE SETTING PLATE. THE TOP SLIDE PLATE SHALL BE LARGE ENOUGH TO COVER THE LOWER TEFLON SLIDE SURFACE AT BOTH TEMPERATURE EXTREMES.

11.0 FOUNDATIONS

UNLESS SPECIFIED OTHERWISE, THE BRIDGE MANUFACTURER SHALL DETERMINE THE NUMBER, DIAMETER, MINIMUM GRADE AND FINISH OF ALL ANCHOR BOLTS. THE ANCHOR BOLTS SHALL BE DESIGNED TO RESIST ALL HORIZONTAL AND UPLIFT FORCES TO BE TRANSFERRED BY THE SUPERSTRUCTURE TO THE SUPPORTING FOUNDATIONS. ENGINEERING DESIGN OF THE BRIDGE SUPPORTING FOUNDATIONS (ABUTMENT, PIER, BRACKET AND/OR FOOTINGS), INCLUDING DESIGN OF ANCHOR BOLT EMBEDMENTS, SHALL BE THE RESPONSIBILITY OF THE FOUNDATION ENGINEER. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS (INCLUDING ANCHOR BOLTS) AND CONSTRUCTION OF THE BRIDGE SUPPORTING FOUNDATIONS. THE CONTRACTOR SHALL INSTALL THE ANCHOR BOLTS IN ACCORDANCE WITH THE MANUFACTURER'S ANCHOR BOLT SPACING DIMENSIONS.

INFORMATION AS TO BRIDGE SUPPORT REACTIONS AND ANCHOR BOLT LOCATIONS WILL BE FURNISHED BY THE BRIDGE MANUFACTURER AFTER RECEIPT OF ORDER AND AFTER THE BRIDGE DESIGN IS COMPLETE.

12.0 PAYMENT

A PARTIAL PAYMENT OR "DEPOSIT" FOR THE PREFABRICATED BRIDGE SHALL BE MADE UPON ORDER AND STORAGE AS REQUIRED BY THE TERMS OF THE MANUFACTURER.

13.0 WARRANTY

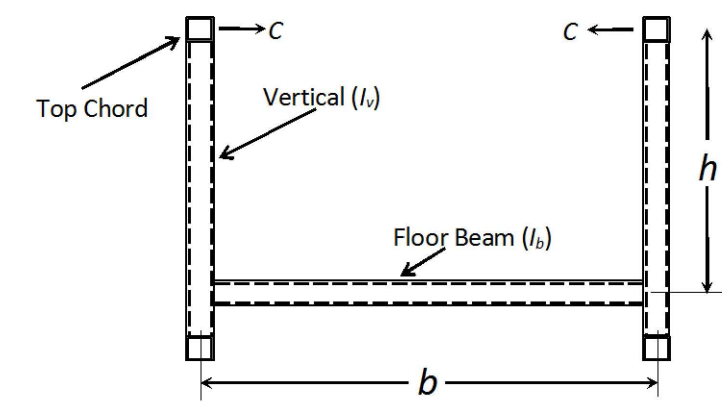
THE BRIDGE MANUFACTURER SHALL WARRANT THAT IT CAN CONVEY GOOD TITLE TO THE GOODS, THAT THEY ARE FREE OF LIENS AND ENCUMBRANCES AND THAT THEIR STEEL STRUCTURE(S) ARE FREE OF DESIGN, MATERIAL AND WORKMANSHIP DEFECTS FOR A PERIOD OF TEN YEARS FROM THE DATE OF DELIVERY. DURABLE HARDWOOD DECKING AND HARDWOOD ATTACHMENTS SHALL CARRY A TEN-YEAR WARRANTY AGAINST ROT, TERMITE DAMAGE OR FUNGAL DECAY. OTHER TYPES OF WOOD AND DECKING MATERIAL SUCH AS SOUTHERN YELLOW PINE, DOUGLAS FIR AND COMPOSITES CARRY NO WARRANTY. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED WITH RESPECT TO STRUCTURES SOLD HEREUNDER WHICH ARE USED, SUPPLIED FOR USE OR MADE AVAILABLE FOR USE IN ANY NUCLEAR APPLICATION OF WHICH BRIDGE MANUFACTURER HAS NOT BEEN NOTIFIED IN WRITING AT THE TIME OF ORDER OF THE STRUCTURE(S).

THIS WARRANTY SHALL NOT COVER DEFECTS IN THE BRIDGE CAUSED BY ABUSE, MISUSE, OVERLOADING, ACCIDENT, IMPROPER INSTALLATION, MAINTENANCE, ALTERATION OR ANY OTHER CAUSE NOT EXPRESSLY WARRANTED. THIS WARRANTY DOES NOT COVER DAMAGE RESULTING FROM OR RELATING TO THE USE OF ANY KIND OF DE-ICING MATERIAL. THIS WARRANTY SHALL BE VOID UNLESS OWNERS RECORDS ARE SUPPLIED WHICH SHOW COMPLIANCE WITH THE MINIMUM GUIDELINES SPECIFIED IN THE RECOMMENDATIONS FOR THE INSPECTION AND MAINTENANCE OF STEADFAST VEHICULAR STEEL BRIDGES AND CONTINENTAL PEDESTRIAN STEEL BRIDGES, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

APPENDIX A

1/K FOR VARIOUS VALUES OF CL/P/C AND N

1/K	4	6	8	10	12	14	16
1.000	3.686	3.616	3.660	3.714	3.754	3.785	3.809
0.980		3.284	2.944	2.806	2.787	2.771	2.774
0.960		3.000	2.685	2.542	2.456	2.454	2.479
0.950			2.595				
0.940		2.754		2.303	2.252	2.254	2.282
0.920		2.643		2.146	2.094	2.101	2.121
0.900		3.352	2.593	2.263	2.045	1.951	1.968
0.850		2.480	2.013	1.794	1.709	1.681	1.694
0.800		2.061	2.313	1.889	1.629	1.480	1.456
0.750			2.147	1.750	1.501	1.344	1.273
0.700		2.448	1.955	1.595	1.359	1.200	1.111
0.650			1.739	1.442	1.236	1.087	0.988
0.600		2.035	1.639	1.338	1.133	0.985	0.878
0.550			1.517	1.211	1.007	0.860	0.768
0.500		1.750	1.362	1.047	0.847	0.750	0.668
0.450			1.158	0.829	0.714	0.624	0.537
0.400		1.232	0.886	0.627	0.555	0.454	0.428



$$C = \frac{P}{A} \left[\frac{1}{b^2} \left(\frac{b}{3} \right)^2 + \frac{1}{b^2} \left(\frac{b}{3} \right)^2 \right]$$

L = Length in inches of one truss panel
 P = Buckling Load (= Top Chord Compression x F.S.)
 n = Number of Panels

REPAIR, REPLACEMENT OR ADJUSTMENT, AT THE SOLE DISCRETION OF THE BRIDGE MANUFACTURER, SHALL BE THE EXCLUSIVE REMEDY FOR DEFECTS UNDER THIS WARRANTY. UNDER NO CIRCUMSTANCES SHALL THE BRIDGE MANUFACTURER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

ANY CLAIM UNDER THIS WARRANTY SHALL BE MADE PROMPTLY AND DIRECTLY TO THE CONTRACTOR SOLUTIONS WHO SHALL HAVE THE OPTION, AT ITS SOLE DISCRETION, TO REPAIR, REPLACE OR ADJUST ANY COVERED DEFECT WITHOUT CHARGE TO THE ORIGINAL PURCHASER. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT. REV. 10/07

SPECIAL SPECIFICATIONS FOR PREFABRICATED BRIDGE

PAGE 18

14.0 APPROVAL CHECKLIST

THE FOLLOWING CHECKLIST WILL BE USED IN THE EVALUATION OF ALL SUBMITTALS TO ASSURE COMPLIANCE WITH THE SPECIAL SPECIFICATIONS FOR PREFABRICATED BRIDGE. THIS CHECKLIST IS CONSIDERED THE MINIMUM ACCEPTABLE REQUIREMENTS FOR COMPLIANCE WITH THESE SPECIFICATIONS. ANY DEVIATIONS FROM THIS CHECKLIST SHALL BE CONSIDERED GROUNDS FOR REJECTION OF THE SUBMITTAL. ANY COSTS ASSOCIATED WITH DELAYS CAUSED BY THE REJECTION OF THE SUBMITTAL DUE TO NON-COMPLIANCE WITH THIS CHECKLIST, SHALL BE FULLY BORNE BY THE CONTRACTOR AND BRIDGE SUPPLIER.

SUBMITTAL DRAWINGS

DATA REQUIRED TO BE SHOWN:

- WELD FAILURE CHECKS (ULTIMATE)
- BRIDGE ELEVATION
- LOCAL BUCKLING OF THE MAIN MEMBER FACE CHECKS
- BRIDGE CROSS SECTION
- MAIN MEMBER YIELDING FAILURE CHECKS
- ALL MEMBER SIZES
- MAIN MEMBER CRIPPLING FAILURE CHECKS
- ALL VERTICAL TRUSS MEMBERS ARE SQUARE OR RECTANGULAR TUBING
- MAIN MEMBER BUCKLING FAILURE CHECKS
- MAIN MEMBER SHEAR FAILURE CHECKS
- BRIDGE REACTIONS
- ALL BOLTED SPLICE CHECKS (IF APPLICABLE)
- GENERAL NOTES INDICATING
- MAIN TRUSS DEFLECTION CHECKS
- AASHTO STRESS CONFORMANCE
- DECKING MATERIAL CHECKS
- MATERIAL SPECIFICATIONS TO BE FOLLOWED
- "U-FRAME" STIFFNESS CHECKS (IF APPLICABLE)
- INTERIOR AND END PORTAL DESIGN CHECKS (IF APPLICABLE)

DETERMINATION OF TOP CHORD K FACTOR BASED ON "U-FRAME" STIFFNESS (IF APPLICABLE)

- DESIGN WIND LOAD
- OTHER SPECIFIED DESIGN LOADS
- DESIGN VEHICLE LOAD (IF APPLICABLE)
- DESIGN LIVE LOAD
- CONSIDERATION OF INDIVIDUAL MEMBER MOMENTS DUE TO TRUSS DEFLECTION, JOINT FIXITY AND JOINT ECCENTRICITY
- WELDING PROCESS
- BLAST CLEANING
- PAINT SYSTEM TO BE USED (IF APPLICABLE)
- PAINT COLOR CHART (IF APPLICABLE)
- DETAILED BOLTED SPLICES (IF APPLICABLE)
- BOLTED SPLICE LOCATION (IF APPLICABLE)
- SIGNATURE AND SEAL OF PROFESSIONAL ENGINEER

LICENSED IN ACCORDANCE WITH SECTION 3.0

FABRICATION SUBMITTALS

DATA REQUIRED TO BE SHOWN:

- WRITTEN INSTALLATION INSTRUCTIONS
- WRITTEN SPLICING INSTRUCTIONS
- WELDING PROCEDURES
- WRITTEN MAINTENANCE & INSPECTION INSTRUCTIONS
- WELDER CERTIFICATIONS
- MATERIAL CERTIFICATIONS (IF APPLICABLE)
- STRUCTURAL STEEL (IF APPLICABLE)
- DECKING (IF APPLICABLE)
- STRUCTURAL BOLTS (IF APPLICABLE)
- "QUALITY CONTROL SECTION OF AISC CERTIFICATION MANUAL (IF APPLICABLE)
- "PAINTER CERTIFICATIONS (IF APPLICABLE)
- WELD TESTING REPORTS (IF APPLICABLE)

DESIGN CALCULATIONS

DATA REQUIRED TO BE SHOWN:

- DATA INPUT FOR 3-D ANALYSIS OF BRIDGE
- JOINT COORDINATES & MEMBER INCIDENCES
- JOINT AND MEMBER LOADS
- MEMBER PROPERTIES
- LOAD COMBINATIONS
- AASHTO MEMBER STRESS CHECKS FOR EACH MEMBER TYPE
- CRITICAL CONNECTION FAILURE MODE CHECKS FOR EACH MEMBER TYPE
- CHORD FACE PLASTIFICATION CHECKS
- PUNCHING SHEAR CHECKS
- MATERIAL FAILURE CHECKS (TRUSS WEBS)
- WELD FAILURE CHECKS (EFFECTIVE LENGTH)

*NOTE: THESE ITEMS ARE REQUIRED TO BE SUBMITTED ALONG WITH SUBMITTAL DRAWINGS AND DESIGN CALCULATIONS. THOSE FABRICATION SUBMITTAL ITEMS NOT MARKED ARE TO BE SUBMITTED PRIOR TO SHIPMENT OF THE BRIDGE.

GAZEBO SPECIFICATIONS

NEW GAZEBO GENERAL NOTES:

1. PRE-APPROVED MANUFACTURE IS COVERWORK RECREATIONAL ARCHITECTURE - MODEL # OC-18-SW-VT-812-L-R OR APPROVED EQUAL. PROPER BRACINGS OF MEMBERS DURING INSTALLATION MUST BE PERFORMED UNTIL COMPLETE.
2. ANY MODIFICATIONS TO THE PROPOSED SHELTER NEED TO HAVE PRIOR CONSENT FROM A LICENSED ENGINEER.
3. THE INSTALLATION OF THE SHELTER SHALL BE PERFORMED BY SOMEONE OF EXPERIENCE AND COMPETENCE. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO PROPERLY ASSEMBLY THE SHELTER AS SHOWN IN THIS DOCUMENT AND TO CONSTRUCT SHELTER FOUNDATIONS AS SPECIFIED IN SUPPLEMENTAL ENGINEERING DOCUMENTS.
4. READ AND UNDERSTAND INSTALLATION INSTRUCTIONS THOROUGHLY BEFORE PROCEEDING WITH THE INSTALLATION PROCESS.
5. ALWAYS USE THE INSTALLATION INSTRUCTIONS THAT HAVE SHIPPED WITH THE SHELTER AS THESE ARE THE MOST CURRENT. POSSIBLE CHANGES IN MATERIAL QUANTITIES, LENGTHS, PART LABELS, ETC. MAY HAVE BEEN NECESSARY DURING FINAL SHOP DRAWINGS, EVEN AFTER SEALED ENGINEERING.
6. SHOULD THERE BE ANY ERROR IN MANUFACTURING OR INSTALLATION, COVERWORK SHOULD BE NOTIFIED AS SOON AS POSSIBLE. ABSOLUTELY NO FIELD REPAIRS WILL BE HONORED WITHOUT PRIOR AUTHORIZATION OF PROCESS AND COST BY COVERWORK MANAGEMENT.

STEEL & HARDWARE SHOP NOTES:

1. ALL STEEL IS TO BE ASTM A-36 EXCEPT STEEL TUBES.
2. STEEL TUBES SHALL BE ASTM A-500 GRADE B.
3. ALL WELDING IS TO BE DONE IN ACCORDANCE WITH THE LATEST AWS STANDARDS AND ALL WELDS ARE TO DEVELOP FULL STRENGTH OF COMPONENT PARTS. (E7018 ELECTRODES).
4. ALL BOLTS TO BE ASTM A-325.
5. ALL BOLTED CONNECTIONS SHOULD FOLLOW THE "TURN-OF-NUT PRETENSIONING" METHOD AS OUTLINED IN THE AISC SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO MAKE SURE ALL AISC REQUIREMENTS ARE MET.
6. ALL STEEL FRAMEWORK WILL RECEIVE A CORROSION PROTECTIVE ZINC-RICH EPOXY PRIMER FOLLOWED BY A TOIC POLYESTER POWDER COAT, ELECTRO-STATICALLY APPLIED AND CURED AT 400°F.

1. DETERMINE LOCATION OF SHELTER. VERIFY THAT SHELTER WILL NOT INFRINGE ON BUILDING SETBACKS, EASEMENTS OR HEIGHT RESTRICTIONS.
2. USING STRING, LOCATE THE COLUMN / FOOTING CENTERLINES. LAYOUT CENTERLINES AS SHOWN ON THE "FOOTING LAYOUT PLAN" BELOW. BE SURE TO EXTEND STRING STAKES BEYOND THE AREA OF EXCAVATION.
3. DETERMINE IF LAYOUT IS SQUARE AND MATCHES THE DIMENSIONS SHOWN IN THE "FOOTING LAYOUT PLAN". VERIFY THE DISTANCES BETWEEN EACH ADJACENT FOOTING CENTERLINE AND EACH FOOTING CENTERLINE TO THE SHELTER CENTER POINT AS SHOWN BELOW. IF DIMENSIONS VARY FROM THE PLAN ADJUST AS NECESSARY BEFORE PROCEEDING.

FOOTINGS:

1. EXISTING FOOTINGS SHALL BE USED. IF NEW, ADDITIONAL FOOTINGS ARE REQUIRED, CONTRACTOR SHALL INCLUDE IN BID AS SEPARATE BID ITEM. BEFORE STARTING EXCAVATION UNDERGROUND UTILITIES SHOULD BE LOCATED SO THAT FOOTINGS ARE NOT PLACED DIRECTLY OVER EXISTING UTILITIES.
2. PRE-ASSEMBLE THE ANCHOR BOLT BRACING TEMPLATES AS PER DETAIL AND SET ASIDE UNTIL CONCRETE FOOTINGS HAVE BEEN POURED.
3. POUR CONCRETE FOOTINGS AS SPECIFIED IN THE ENGINEERING DETAILS. TOP ELEVATION OF FOOTINGS TO BE 4" BELOW PROPOSED FINISHED SLAB ELEVATION TO MAINTAIN THE PROPOSED CLEAR EAVE HEIGHT OF 8'-0". MAKE SURE THAT ALL FOOTING TOP LEVELS ARE LEVEL AND AT THE SAME ELEVATION.
4. PLACE ANCHOR BOLT BRACING TEMPLATES INTO WET CONCRETE AND ALIGN BOLTS AS SHOWN IN THE "FOOTING LAYOUT PLAN." POSITION CENTER OF BASE PLATES WITH STRING CENTERLINES USED DURING LAYOUT. CHECK FOR LEVEL SURFACE AND ADJUST AS NECESSARY. IT IS VERY IMPORTANT THAT BOLT ALIGNMENT FOR EACH FOOTING IS PRECISELY ORIENTATED AS SHOWN IN THE "FOOTING LAYOUT PLAN."
5. REMOVE AND DISCARD ANCHOR BOLT BRACING TEMPLATES FROM ANCHOR BOLTS ONCE THE CONCRETE HAS HARDENED AND REACHED FULL STRENGTH (48 HOURS MINIMUM). SAVE HEX NUTS TO USE FOR COLUMN ASSEMBLY LATER.
6. VERIFY THAT FOOTINGS ARE LEVEL AND UNIFORM ONCE THE CONCRETE HAS SET AND HARDENED. IF FOOTINGS ARE NOT LEVEL WITH EACH OTHER LEVELING NUTS CAN BE USED BELOW THE COLUMN BASE PLATES TO BRING THE BASE PLATES TO A UNIFORM LEVEL. USE NON-SHRINK GROUT BELOW THE BASE PLATE WHEN USING LEVELING NUTS AND ALLOW GROUT TO HARDEN BEFORE INSTALLING COLUMNS.

COLUMNS:

1. LOWER COLUMNS ONTO ANCHOR BOLTS WITH THE BEAM EXTENSION FACING OUTWARD. PROPERLY COLUMN AND FLAT COLUMNS AND SECURE TO ANCHOR BOLTS WITH 3/4" A307 HEX NUTS AND FLAT WASHERS.

HIP BEAMS:

1. AT GROUND ATTACH TWO HIP BEAMS TO THE COMPRESSION RING (OPENING UPWARD) AT OPPOSITE SIDES WITH (2) 3/4" x 2" HEX BOLTS AND WASHERS (FINGER TIGHT ONLY).
2. RAISE THE CONNECTED HIP BEAMS UP AND CONNECT THEM TO OPPOSITE COLUMNS USING (2) 3/4" x 2" HEX BOLTS AND WASHERS (FINGER TIGHT ONLY). PLUMB AND BRACE.
3. LIFT THE REMAINING HIP BEAMS INTO PLACE AND ATTACH TO A COLUMN AND TO THE COMPRESSION RING WITH (2) 3/4" x 2" HEX BOLTS AND WASHERS (FINGER TIGHT ONLY). PLUMB AND BRACE.

NOTE: KEEP ALL CONNECTIONS LOOSELY ATTACHED UNTIL AFTER ALL FRAMING MEMBERS ARE IN PLACE SO ADJUSTMENTS MAY BE POSSIBLE.

PURLINS:

1. RAISE PURLINS INTO PLACE BY ALIGNING THE HOLES IN THE ENDS OF THE PURLINS WITH THE HOLES IN THE SIDES OF THE HIP BEAMS (REFER TO FRAMING PLAN FOR THE PROPER LOCATION OF EACH PURLIN).
2. ATTACH PURLINS TO HIP BEAMS USING (2) 3/4" x 1 1/2" HEX BOLTS AND FLAT WASHERS (FINGER TIGHT ONLY). LEVEL AND BRACE.
3. KEEP ALL CONNECTIONS LOOSELY ATTACHED UNTIL AFTER ALL FRAMING MEMBERS ARE IN PLACE SO ADJUSTMENTS MAY BE POSSIBLE.
4. VERIFY THE SHELTER IS PROPERLY ALIGNED, LEVEL AND PLUMB.
5. TIGHTEN ALL BOLTED CONNECTIONS THROUGHOUT THE ENTIRE STRUCTURE AND DOUBLE CHECK EACH CONNECTION AGAIN AFTER ALL OTHER CONNECTIONS HAVE BEEN TIGHTENED.
6. SUPPORTS AND BRACING MAY NOW BE REMOVED.

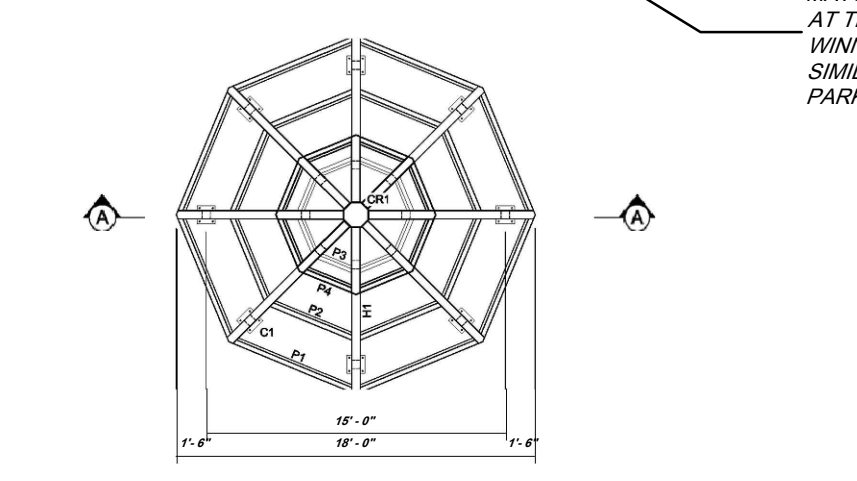
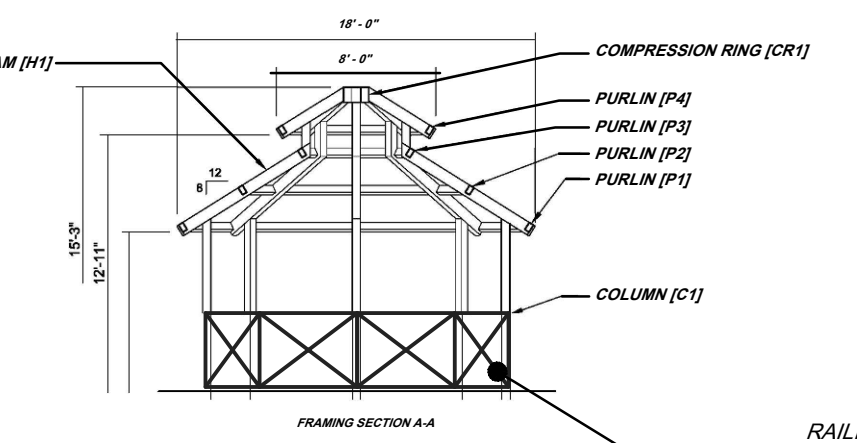
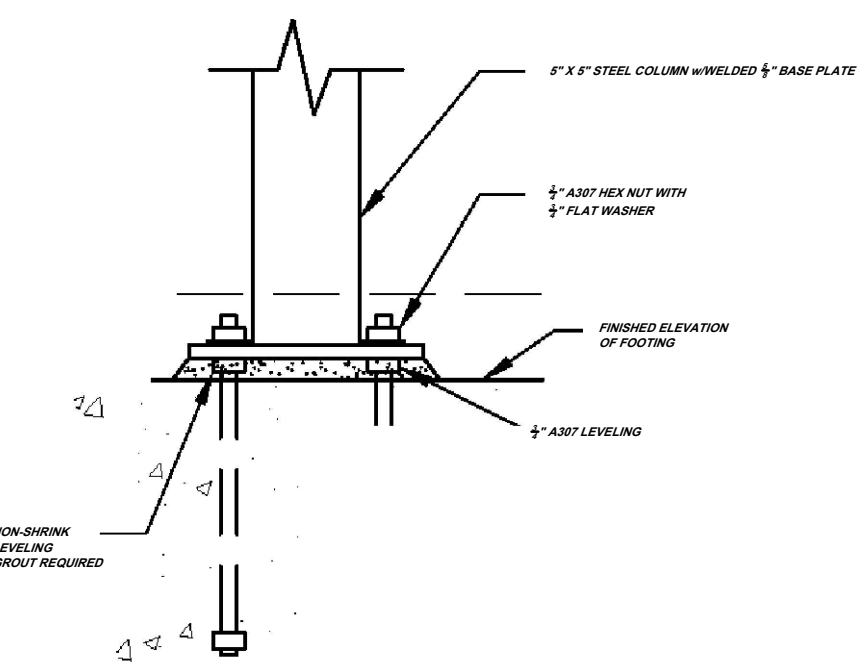
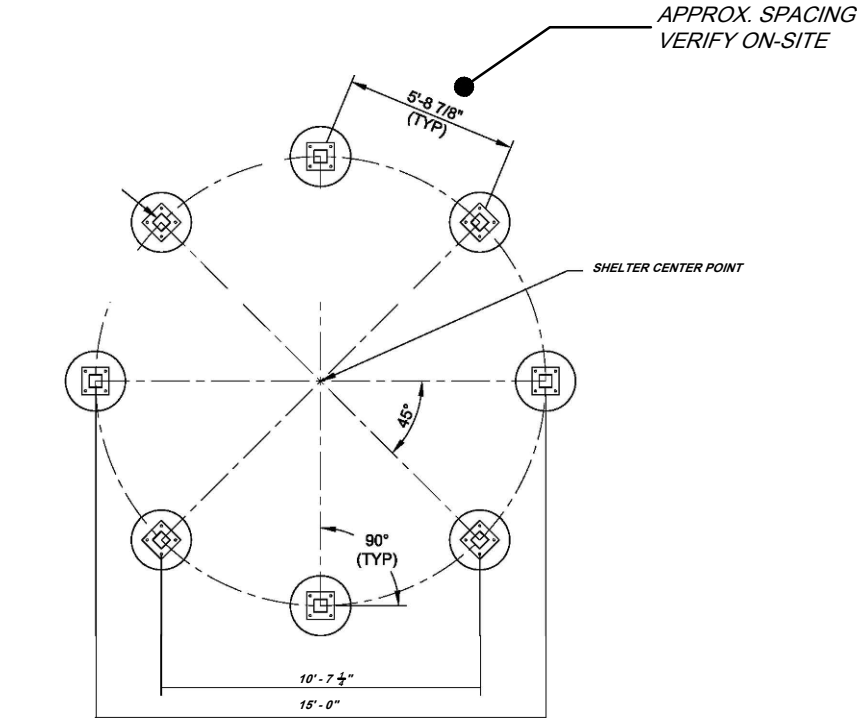
J CHANNEL CLOSURES (UPPER ROOF):

1. ALIGN TWO J CHANNELS BACK-TO-BACK, CENTERED ON EACH HIP BEAM WITH THE LONG LEGS DOWN. POSITION THE J CHANNELS AT THE EAVE SO THAT THEY EXTEND BEYOND EQUAL TO ROOF PANEL OVERHANG (ABOUT 1"). TRIM EXCESS LENGTH AS NEEDED.

2. VERIFY J CHANNELS ARE ALIGNED EXACTLY CENTER ON THE HIP BEAM TO ENSURE PROPER ROOF PANEL ALIGNMENT LATER. ATTACH THE J CHANNELS TO THE HIP BEAM USING 1 1/4" TEK SCREWS AT EVERY 2'-0".

J CHANNEL CLOSURES (LOWER ROOF):

1. ALIGN TWO HIP BEAM J CHANNELS BACK-TO-BACK, CENTERED ON EACH LOWER ROOF HIP BEAM WITH THE LONG LEGS DOWN. POSITION THE J CHANNELS UP AGAINST THE VERTICAL LEG OF THE OF THE HIP BEAMS (THE UPPER ROOF COLUMN) AND AT THE EAVE SO THAT THEY EXTEND BEYOND EQUAL TO ROOF PANEL OVERHANG (ABOUT 1"). TRIM EXCESS LENGTH AS NEEDED.
2. INSTALL LOWER ROOF TOP J CHANNEL CLOSURES AT THE FURTHEST MOST EDGE OF PURLIN (P3), INSERTING ENDS INTO THE HIP BEAM J CHANNELS. TRIM EXCESS LENGTH AS NEEDED.
3. VERIFY J CHANNELS ARE ALIGNED EXACTLY CENTER ON THE HIP BEAMS TO ENSURE PROPER ROOF PANEL ALIGNMENT LATER. ATTACH THE J CHANNELS TO THE STEEL BEAMS USING 1 1/4" TEK SCREWS AT EVERY 2'-0".



NEW GAZEBO ROOF PANELS:

1. ROOF PANELS ARE LABELED "A", "B", OR "C" TO BE GROUPED PER EACH ROOF SIDE. THEY ARE ALSO NUMBERED TO BE INSTALLED IN A SPECIFIC ORDER. LABEL PANELS IN THE DIRECTION AS SHOWN IN THE LAYOUT BELOW, STARTING WITH NUMBER 1. THIS IS TO ENSURE THAT EACH PANEL'S SHORT LEG SIDE WILL BE ON TOP OF THE ADJACENT PANEL'S LONG LEG SIDE.
2. INSERT EACH PANEL'S TOP EDGE INTO THE HIP BEAM J CHANNELS AND ALIGN THE BOTTOM EDGE TO EXTEND ABOUT 1" BEYOND THE PERIMETER PURLINS.
3. ATTACH THE PANELS TO ALL STEEL FRAMING MEMBERS USING 1 1/4" TEK SCREWS, PLACING A SCREW NEXT TO EACH RIB (SEE FASTENING PATTERN DETAIL BELOW). PANELS MAY BE SECURED THROUGH THE TOP LEG OF THE HIP J CHANNELS USING 7/8" TEK SCREWS (PANELS BEING INSIDE THE J CHANNELS) DUE TO THE SURFACE DIFFERENCE OF THE HIP BEAMS.
4. ADJACENT PANELS WILL OVERLAP AT ONE RIB. USE THE 7/8" TEK SCREWS TO ATTACH THE OVERLAPPING RIBS, PLACING A SCREW AT EVERY 1'-8" (SEE FASTENING PATTERN DETAIL BELOW).
5. CHECK EVERY OTHER PANEL TO MAINTAIN SQUARENESS WITH RESPECT TO THE STRUCTURE.
6. USE CAUTION WHEN POSITIONING ROOF PANELS SO TO NOT MOVE OR SHIFT METAL EAVE TRIM WHICH IS NOT COMPLETELY ATTACHED YET.
7. ROOF PANELS ARE SLIPPERY WHEN WET, DUSTY, FROSTY OR OILY. DO NOT ATTEMPT TO WALK ON THE ROOF UNDER THESE CONDITIONS.

EAVE COVER TRIM:

1. POSITION THE EAVE COVER TRIM AGAINST THE EAVE EDGE OF THE ROOF PANELS, TRIM AND MITER-CUT AT THE CORNERS AS NEEDED AND OVERLAP THE ENDS BY 4" TO 6".
2. SECURE TRIM BY USING 7/8" TEK SCREWS THROUGH EVERY ROOF PANEL RB.

HIP TRIM:

1. POSITION THE HIP TRIM TO BE CENTERED OVER THE TWO J CHANNELS AND FLUSH WITH THE CORNER EDGE OF THE EAVE COVER TRIM. TRIM AND MITER-CUT AS NEEDED AND OVERLAP ENDS BY 4" TO 6".
2. SECURE TRIM BY USING 7/8" TEK SCREWS THROUGH EACH ROOF PANEL RB.

ROOF PEAK TRIM:

1. ALIGN THE ROOF PEAK TRIM AT THE ROOF PEAK AND ATACH USING THE 7/8" TEK SCREWS.

NOTE: TRIM MATERIAL WILL BE SHIPPED WITH A PROTECTIVE PLASTIC FILM THAT WILL NEED TO BE REMOVED PRIOR TO INSTALLATION.

DECORATIVE RAILINGS:

1. RAILING SECTIONS SHALL BE INSTALLED BETWEEN COLUMNS AT THE DESIRED SIDES OF THE SHELTER AND SHOULD BE NO HIGHER THEN 4" ABOVE THE FINISHED SLAB ELEVATION.
2. WHILE HOLDING RAILING SECTIONS IN PLACE, PRE-DRILL INTO THE COLUMNS WITH A 1/8" DIA DRILL BIT, CENTERED WITHIN THE HOLES IN THE RAILING SUPPORT BRACKETS.
3. VERIFY THE RAILINGS ARE LEVEL / PLUMB AND SECURE THEM TO COLUMNS USING 5/16" THREAD CUTTING BOLTS THROUGH EACH BRACKET.

DECORATIVE LATTICE:

1. POSITION LATTICE AT THE DESIRED HEIGHT AND HOLD IN PLACE WHILE PRE-DRILLING INTO COLUMNS / HIP BEAMS WITH A 1/8" DIA DRILL BIT, CENTERED WITHIN THE HOLES OF THE END PLATES.
2. VERIFY THE LATTICE IS LEVEL / PLUMB AND SECURE IT TO COLUMNS USING 5/16" THREAD CUTTING BOLTS THROUGH THE END PLATES.

MAINTENANCE:

1. DURING THE ASSEMBLY PROCESS SOME SCRAPES AND SCRATCHES MAY HAVE OCCURRED. THESE WILL REQUIRE TOUCHING UP. ALSO, OVER TIME, NORMAL USE MAY CREATE MORE SCRATCHES. FOLLOW THE STANDARD PAINT PROCEDURES LISTED ON ANY SPRAY PAINT CAN. HOWEVER, IT IS IMPORTANT TO REMOVE ALL LOOSE PAINT, GREASE, OIL AND/OR RUST BEFORE LIGHTLY SANDING SURROUNDING PAINT FOR GOOD ADHESION. ADDITIONAL MATCHING TOUCH-UP PAINT IS AVAILABLE UPON REQUEST AT AN ADDITIONAL COST.
2. WHEN INSTALLING THE ROOF PANELS AND TRIM IT IS VERY IMPORTANT TO MAKE SURE ANY FINE METAL SHAVINGS OR DUST THAT MAY HAVE BEEN LEFT WHEN DRILLING OR CUTTING BE REMOVED FROM THE FINISHED SURFACE TO PREVENT RUST STAINS.
3. THE MAJORITY OF THE HARDWARE IS HIDDEN AND CANNOT BE ADJUSTED. THE HARDWARE THAT IS VISIBLE SHOULD BE CHECKED FOR TIGHTNESS AND FOR VANDALISM ATTEMPTS AT LEAST TWICE A YEAR. THE STANDARD TIGHTNESS SHOULD BE DONE BY HAND TIGHTENING THE LOOSE BOLTS AND THEN USING A WRENCH FOR 1/2 TO 1 FULL TURN.
4. CLEAN THE STEEL SURFACES PERIODICALLY USING A MILD CLEANING SOLUTION, AND HAND-WIPE TO MAINTAIN "LIKE NEW" APPEARANCE.
5. PERIODICALLY CHECK FOR DEBRIS THAT MAY HAVE GOTTEN STUCK WITHIN THE ROOF TRIM AND REMOVE.

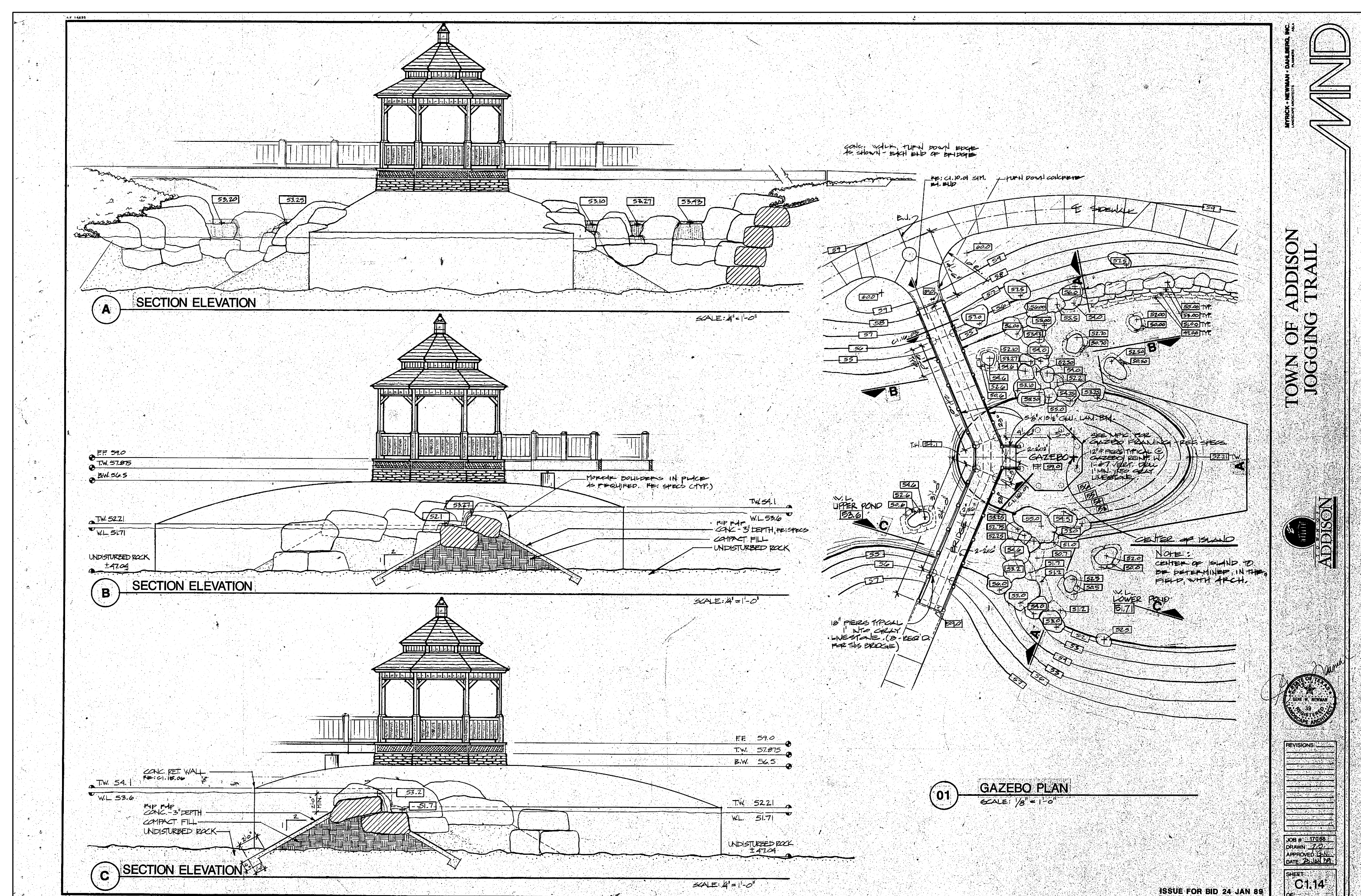
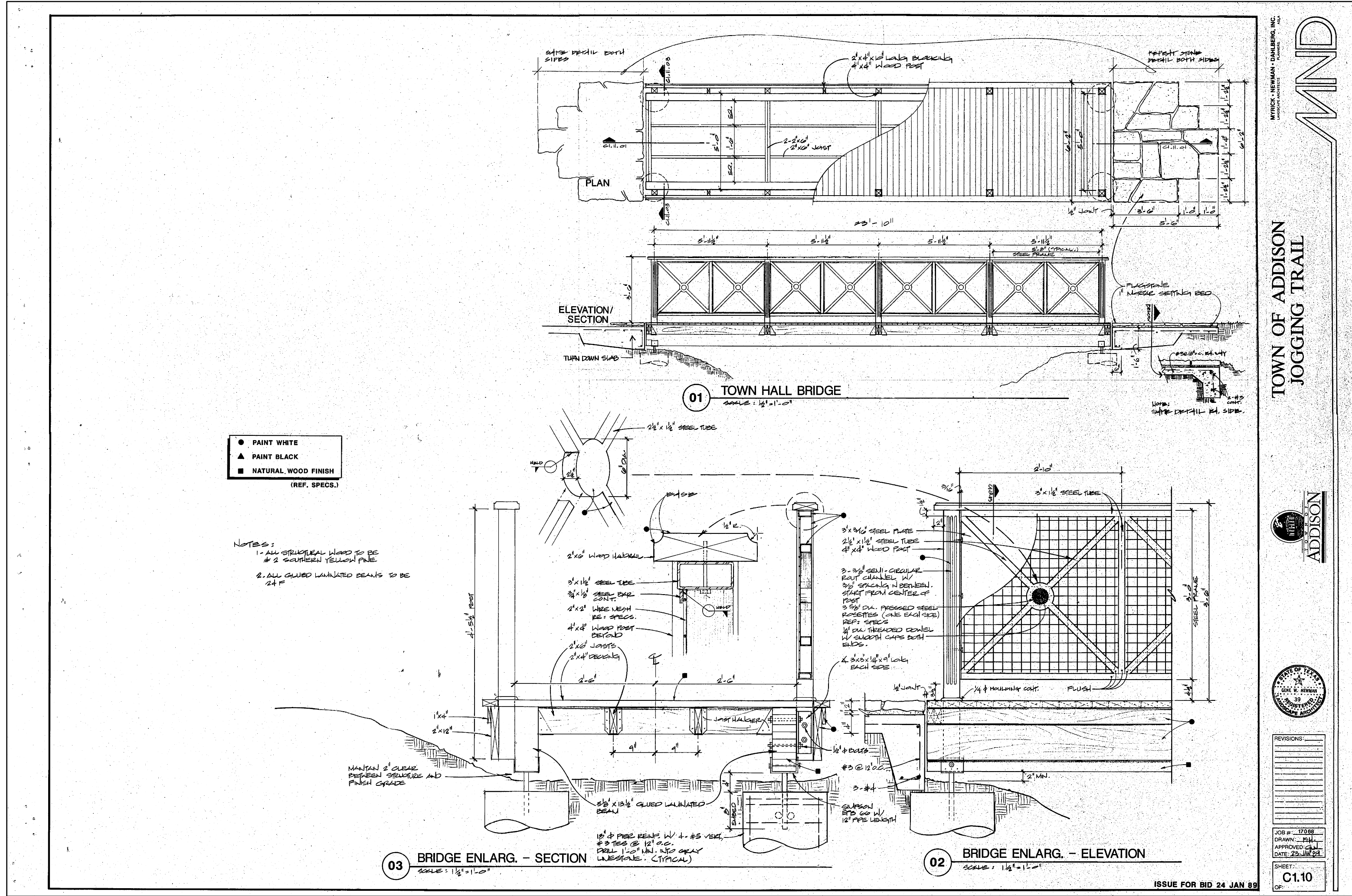
BRIDGE DETAILS AND NOTES

WINWOOD PARK BRIDGE AND GAZEBO

TOWN HALL BRIDGE

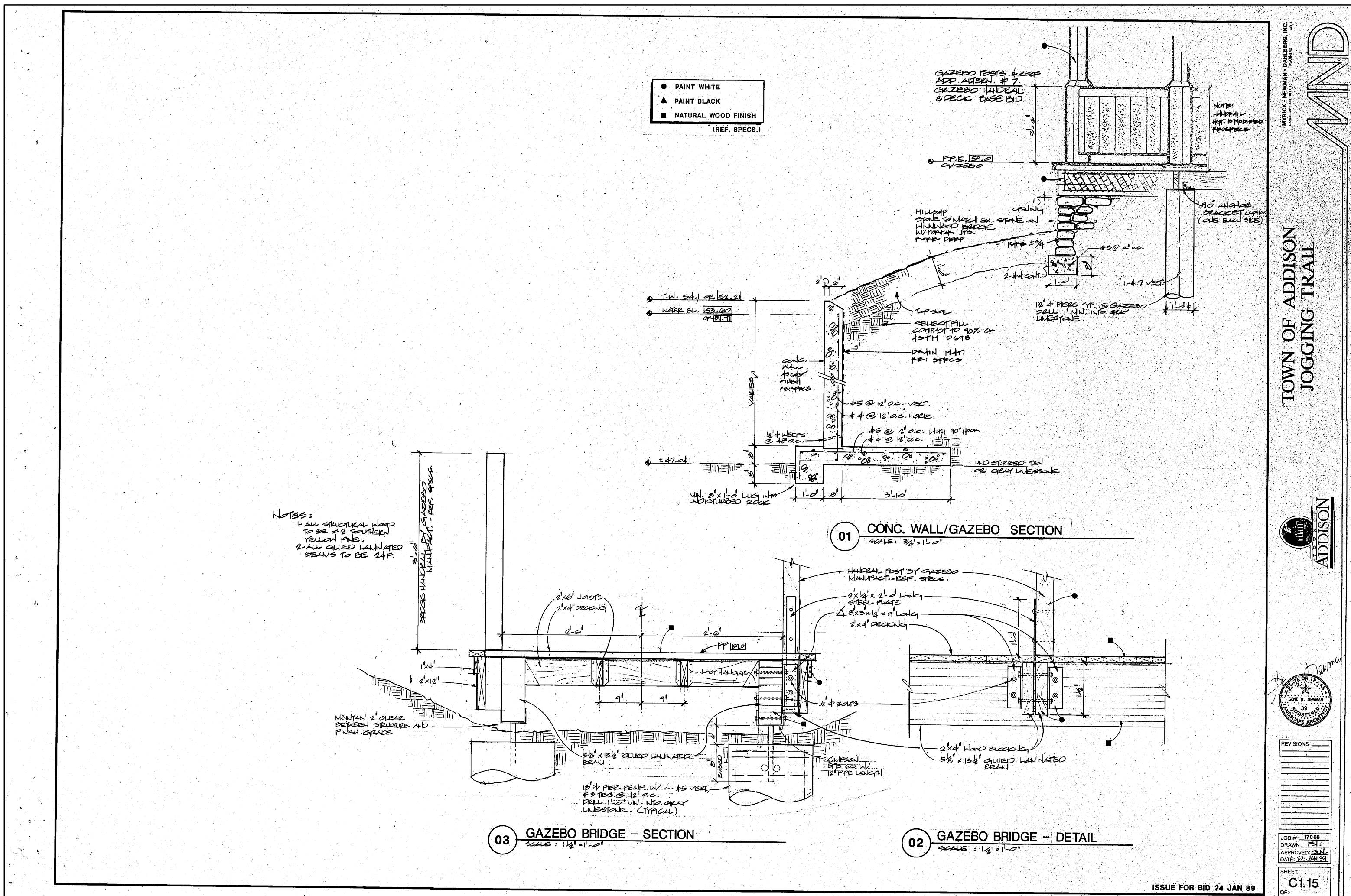
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SCALE: NTS	-	DATE: 4/11/2019	SHEET	LA-6
JOB NO.	00000	E-FILE	00000	LA-6
				FILE-NO.



NOTE:

DRAWINGS PROVIDED ON THIS SHEET ARE FOR A CONVENIENCE TO BIDDERS.
BIDDERS ARE RESPONSIBLE FOR ENSURING PLAN CONDITIONS MATCH SITE CONDITIONS.
TOWN OF ADDISON WILL MAKE THE SITE AVAILABLE TO BIDDERS FOR INSPECTION.



FOR INFORMATION PURPOSES ONLY

1989 HISTORICAL
RECORD DRAWINGS

OF
WINWOOD PARK BRIDGE AND GAZEBO

AND
TOWN HALL BRIDGE

TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SCALE: NTS	-	DATE: 4/11/2019	SHEET LA-7
JOB NO.	00000	E-FILE	00000

QUALIFICATION AND REFERENCE STATEMENT**BIDDER:****COMPANY INFORMATION:**

Number of years in business?

Number of years at current location?

Do you maintain a permanent commercial business office?

Have you or any present partners or officers failed to complete a contract:

If yes, give name of owner and/or surety?

Can you be reached 24 hours a day (in an emergency)?

Pager#

Cell Phone#

Answer Svc#

Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

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

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

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

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or</u> 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	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or</u> 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	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or</u> 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 Town of Addison.

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

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

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

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

AGREEMENT

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

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

Town of Addison

Indemnification Agreement

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

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

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

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

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

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

Project/Bid#:

Company Name:

Signature:

Date:

Town of Addison
GENERAL TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1. Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.
2. Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.
3. Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.
4. Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
5. Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.

6. Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7. Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8. Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9. Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10. Payment:

(a) All proper invoices received by the Town will be paid within thirty (30) days of the Town's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Town may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the Town, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The Town may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The Town's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the Contract/Purchase Order null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The Town shall provide the Seller written notice of the failure of the Town to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the Contract/Purchase Order, or the reduction of any appropriation to an amount insufficient to permit the Town to pay its obligations under the Contract/Purchase Order.

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

12. Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13. Warranty - Price:

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the Town may cancel this Contract/Purchase Order without liability to Seller of any kind whatsoever. In addition to any other remedy available, the Town may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

14. Warranty – Title: Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. **Seller shall indemnify and hold the Town harmless from and against all adverse title claims to the goods.**

15. Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in a Contract/Purchase Order and approved by the Town in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the Town's option and at no additional cost to the Town. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The Town shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Town's rights hereunder.

If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by Town, then in addition to any other available remedy, Town may reduce the quantity of goods it may be required to purchase under the Contract/Purchase Order from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to Town upon demand the increased cost, if any, incurred by the Town to procure such goods from another source.

If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to Town. If for any reason the manufacturer's warranty cannot be fully transferred to Town, Seller shall assist and cooperate with Town to the fullest extent to enforce such manufacturer's warranty for the benefit of Town.

16. Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to

do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

17. Right to Assurance: Whenever one party to the Contract/Purchase Order in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this Contract/Purchase Order.

18. Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19. Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

20. Delay: Town may delay scheduled delivery or other due dates by written notice to Seller if the Town deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract/Purchase Order, the Town and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the Contract/Purchase Order price and execute an amendment to the Contract/Purchase Order. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified. For purposes of these Terms and Conditions, "days" means calendar days.

21. **SELLER'S INDEMNITY OBLIGATION; INSURANCE**: See attached Town of Addison minimum requirements.

22. Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24. No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good

faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25. Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, “assign” or “assignment”), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26. Waiver; Rights, Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

27. Modifications: This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this Contract/Purchase Order.

28. Independent Contractor: Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Town. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

29. Interpretation: This Contract/Purchase Order is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Contract/Purchase Order. Although the Contract/Purchase Order may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this Contract/Purchase Order.

30. Competitive Pricing: It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

31. Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32. Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records, in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33. Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34. Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35. Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36. Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
37. Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.
38. Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.
39. Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.
40. Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.
41. Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.
42. Electronic Signature – Uniform Electronic Transactions Act: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
43. Funding Out Clause: This Contract/Purchase Order may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.
44. Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (a “Claim”), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Seller to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a

written response to be delivered to the Seller not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Seller, the Seller shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

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

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

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

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

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard

to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50. Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

51. Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52. Prohibition Against Personal Interest in Contracts: No Town of Addison officer or employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

53. Prior or Pending Litigation or Lawsuits: Each Seller must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Seller or in which the Seller has been judged guilty or liable.

54. Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55. Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

56. Conflict: When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding

between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58. No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

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

BID BOND

Bidder shall submit a bid bond equal to five percent (5%) of the bid price. Failure to submit a bid bond when required may deem the bid non-responsive. Bid Bonds may be submitted electronically with the executed original provided immediately upon request.

PAYMENT BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

WHEREAS, _____, as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension of time or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR:

SURETY: 1

By: _____

By: _____

Title: _____

Title: _____

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

This instrument was acknowledged before me on the _____ day of _____, 2____ by _____ who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

¹ Please see attached contact sheet for Surety and the Texas Department of Insurance

Payment and Performance Bond Contact Sheet

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

(Name of surety)

(Mailing address)

(Physical address)

(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

1-800-252-3439.

PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

WHEREAS, _____ as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct _____

_____ which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the Town harmless; shall reimburse and repay the Town for any outlay or expense which the Town may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the ____ day of _____, 2____.

CONTRACTOR:

SURETY:¹

By: _____

By: _____

Title: _____

Title: _____

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

This instrument was acknowledged before me on the ____ day of _____, 2____ by _____ who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

1 Please see attached contact sheet for Surety and the Texas Department of Insurance.

Payment and Performance Bond Contact Sheet

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

(Name of surety)

(Mailing address)

(Physical address)

(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

1-800-252-3439.

MAINTENANCE BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

WHEREAS, _____, as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of one (1) year from the date of acceptance of the completed work by the Town, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Town and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Town may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of one (1) year as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Town shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR:**SURETY:**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address of Principal:

Address of Surety:

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

This instrument was acknowledged before me on the _____ day of _____, 2____ by
_____ who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2_____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____

2-4-13 1 yr



Interested Parties

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

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

Filing Process

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

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

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

Information and Instruction Form

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

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

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

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

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

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

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

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

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

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

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

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

☐ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.
<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

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

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

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

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

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

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

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

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

Signature: Date:

Title:

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

10/17/17

Question and Answers for Bid #19-200 - Winnwood Park Gazebo/Bridge Replacement and Town Hall Bridge Replacement

Overall Bid Questions

There are no questions associated with this bid.

Work Session and Regular Meeting

6.

Meeting Date: 09/10/2019

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve a **Resolution Delegating Supervision of the City Secretary and Day-to-Day Management of the City Secretary's Office to the City Manager.**

BACKGROUND:

It is the desire of the City Council to delegate the day-to-day supervision of the City Secretary and their office to the City Manager in keeping with the City Manager's responsibility to direct and supervise the administration of all departments, offices and agencies of the town.

The City Council, in keeping with the City Charter will retain the right, authority, and responsibility to appoint and remove the City Secretary. This action is being brought forward for consideration at the request of the City Council.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Delegating Supervision of the City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, DELEGATING SUPERVISION OF THE CITY SECRETARY AND DAY TO DAY MANAGEMENT OF THE CITY SECRETARY'S OFFICE TO THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter for the Town of Addison, Texas provides that the position of City Secretary is to be considered a staff level position appointed by the City Council; and

WHEREAS, the position of City Secretary is an employee of the Town of Addison, Texas; and

WHEREAS, the City Council appoints the City Manager who is the Chief Executive Officer and the head of the Administrative Branch of the City Government; and

WHEREAS, the City Manager is responsible to the City Council for proper administration for all the affairs of the City under the jurisdiction of the City Manager and to that end, the City Manager shall have the authority to manage and supervise the duties of all employees including the City Secretary; and

WHEREAS, the City Council desires that the City Manager be responsible for the day to day supervision subject to the discretion of the City Council to appoint and remove the City Secretary.

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

SECTION 1. Effective _____, 2019, the City Manager shall be responsible for day to day supervision of the City Secretary. The City Secretary shall be responsible to the City Manager for the administration of the City Secretary Department. The City Secretary shall prepare such reports and recommendations concerning the City Secretary Department when requested by the City Manager and shall perform such other duties as may be assigned from time to time by the City Manager.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, ON THIS THE 10th DAY OF SEPTEMBER 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

Work Session and Regular Meeting

7.

Meeting Date: 09/10/2019

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve an **Ordinance of the Town of Addison, Texas, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2019 Rate Review Mechanism Filing.**

BACKGROUND:

The Town, along with about 170 other cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2019, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2018, entitled it to additional system-wide revenues of \$70 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$54 million, \$39.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$38.7 million instead of the claimed \$54 million. The amount of the \$38.7 million deficiency applicable to ACSC members would be \$28.2 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$35.4 million from ACSC Cities.

The Effective Date for new rates is October 1, 2019. ACSC members should take action approving the Ordinance before the end of September.

The average residential bill will increase by approximately \$2.05 per month, or

3.7%.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Settlement Between Atmos Cities Steering Committee and Atmos Energy Mid-Tex

Frequently Asked Question - Rate Review Mechanism and Atmos Cities Steering Committee History

ORDINANCE NO. 019-__

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID- TEX DIVISION REGARDING THE COMPANY’S 2019 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Addison, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2019, Atmos Mid-Tex filed its 2019 RRM rate request with ACSC Cities based on a test year ending December 31, 2018; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2019 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve

issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$35.4 million applicable to ACSC Cities; and

WHEREAS, the attached tariffs (**Exhibit A**) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (**Exhibit B**); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (**Exhibit C**); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$35.4 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2019 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as **EXHIBIT A**, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$35.4 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on **EXHIBIT B**, attached hereto and incorporated herein.

SECTION 5. That amortization of regulatory liability shall be consistent with the schedule found in attached **EXHIBIT C** attached hereto and incorporated herein.

SECTION 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2019 RRM filing.

SECTION 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2019.

SECTION 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 10th day of SEPTEMBER 2019.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

Exhibit A
Rate Tariffs Effective October 1, 2019

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 19.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.17423 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 46.50 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 46.52 per month
Commodity Charge – All Ccf	\$ 0.09924 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

- Where
- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
 - $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
 - R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
 - HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
 - NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
 - ADD = billing cycle actual heating degree days.
 - BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.77	0.1487	88.49	0.7036
Austin	9.04	0.1537	201.48	1.0000
Dallas	13.07	0.2202	184.64	1.1385
Waco	8.77	0.1470	135.70	0.7744
Wichita Falls	11.40	0.1468	117.90	0.5943

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B

2019 Benchmark for Pensions and Retiree Medical Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2018

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2019 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 2,744,088	\$ 2,267,927	\$ 4,724,119	\$ 193,211	\$ 2,621,842	
2	Allocation to Mid-Tex	43.48%	43.48%	73.88%	100.00%	73.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	\$ 7,799,544
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	81.35%	81.35%	38.28%	16.24%	38.28%	
11							
12							
13	Total Pension Account Plan	\$ 970,514		\$ 1,336,038			\$ 2,306,553
14	Total Post-Employment Benefit Plan		\$ 802,108			\$ 741,489	1,543,597
15	Total Supplemental Executive Benefit Plan				\$ 31,377		31,377
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 970,514	\$ 802,108	\$ 1,336,038	\$ 31,377	\$ 741,489	\$ 3,881,527
17							
18	Notes:						
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
20	2. The Company is requesting that the benchmark amount approved by the RRM Cities for future periods include only the expense amount.						
21	The amount attributable to capital would continue to be recorded to utility plant through the overhead process as described in the CAM.						
22	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						

Exhibit C

2019 Amortization Schedule for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2018
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount (1)	Annual Amortization (2)	End of Year Rate Base Adjustment Amount
	(a)	(b)	(c)	(d)
1	2018	\$ 290,043,948	\$ -	290,043,948
2	2019	290,043,948	12,085,165	277,958,784
3	2020	277,958,784	12,085,165	265,873,619
4	2021	265,873,619	12,085,165	253,788,455
5	2022	253,788,455	12,085,165	241,703,290
6	2023	241,703,290	12,085,165	229,618,126
7	2024	229,618,126	12,085,165	217,532,961
8	2025	217,532,961	12,085,165	205,447,797
9	2026	205,447,797	12,085,165	193,362,632
10	2027	193,362,632	12,085,165	181,277,468
11	2028	181,277,468	12,085,165	169,192,303
12	2029	169,192,303	12,085,165	157,107,139
13	2030	157,107,139	12,085,165	145,021,974
14	2031	145,021,974	12,085,165	132,936,810
15	2032	132,936,810	12,085,165	120,851,645
16	2033	120,851,645	12,085,165	108,766,481
17	2034	108,766,481	12,085,165	96,681,316
18	2035	96,681,316	12,085,165	84,596,152
19	2036	84,596,152	12,085,165	72,510,987
20	2037	72,510,987	12,085,165	60,425,823
21	2038	60,425,823	12,085,165	48,340,658
22	2039	48,340,658	12,085,165	36,255,494
23	2040	36,255,494	12,085,165	24,170,329
24	2041	24,170,329	12,085,165	12,085,165

25	2042	12,085,165	12,085,165	(0)
27				
28				
29	Revenue Related Tax Factor		6.71%	See WP_F-5.1
30	Revenue Related Taxes on Annual Amortization (see WP_B-6.3)	\$	810,653	Amortization * Tax Factor
31	Related Taxes (see WP_B-6.3)	\$	<u>12,905,421</u>	Amortization + Taxes
32				
33	Notes:			
34	1. The beginning 2018 balance is the September, 2018 balance. The regulatory			
35	liability for excess deferred taxes is an estimate. This estimate will be			
36	finalized when the Company files its federal tax return in July, 2019. To the			
37	extent that this estimate changes with the filing of the Company's tax return,			
38	the Company will 'true-up' the amount in the 2020 RRM filing.			
39	2. The annual amortization of a 24 year recovery period is based on the			
40	Reverse South Georgia Method.			
41	3. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.			

FREQUENTLY ASKED QUESTIONS REGARDING ACSC HISTORY AND THE RRM RATEMAKING PROCESS

What is the role of Cities in ratemaking?

Cities have historically exercised original jurisdiction over the level of gas rates charged within their boundaries. Generally, gas distribution utilities have filed rate cases at the City level and have only gone to the Railroad Commission of Texas (“RCT” or “Commission”) with an appeal of City action or when they could not reach a settlement with Cities. If a utility and Cities reach an agreement, the utility may then file a case at the RCT to implement the same rates approved by Cities in areas outside municipal boundaries.

Once a case is at the RCT, the Commission Staff generally expects Cities to intervene and do most of the discovery, cross-examination, briefing, and sponsor opposing witnesses. There is no consumer advocate at the RCT. If Cities do not participate in hearings at the RCT, the request of a regulated utility is likely to be rubber-stamped.

How and why was the Atmos Cities Steering Committee created?

The Atmos pipeline and distribution systems were built, owned, and operated by Lone Star Gas (“LSG”), which maintained over 200 rate jurisdictions until it sold its assets to Texas Utilities (“TXU”) in the late 1990’s. That meant that many Cities had their own unique distribution rates and that individual Cities had to process rate cases at the local level. LSG-Pipeline served all 200-plus distribution systems, and pipeline rates were set by the RCT.

From the early 1980’s through the late 1990’s, LSG filed no pipeline or system-wide rate cases at the RCT. When LSG was finally brought before the RCT to show cause why its rates should not be reduced, approximately 80 Cities intervened and created an *ad hoc* group known as the Steering Committee of Cities Served by Lone Star. In Gas Utilities Division (“GUD”) docket number 8664, three separate groups of Cities and a number of independent Cities (jointly the “Aligned Cities”) participated and coordinated their efforts to oppose the rate increase.

TXU purchased the LSG assets in the late 1990’s and immediately commenced consolidating 200-plus ratemaking jurisdictions into regions. As regional cases were filed, Cities within each region created an *ad hoc* committee to form a common strategy and negotiating position. Once TXU had aggregated the Cities into five or six jurisdictions, each with a different rate, Texas Utilities Gas Company filed a system-wide case to bring all of the old LSG territory under one common rate. The different City regional committees then united and formed the Allied Coalition of Cities (“ACC”). While the gas utility assets were owned and controlled by TXU, the coalition transformed itself from an *ad hoc* group that came together only in response to rate filings by the utility into a permanent standing coalition.

In Gas Utilities Docket (“GUD”) No. 9400 in 2004, TXU’s request for a \$61.6 million system-wide increase was aggressively opposed by ACC. Cities achieved disallowances of \$42.9 million of a regulatory asset and \$87.8 million of capitalized gas utility plant. The company received only a \$2.01 million increase. Unhappy with that result, TXU decided that owning a gas system was neither as fun nor as profitable as the deregulated electric system, and they sold the system to Atmos Energy Corporation (“Atmos” or “Company”). ACC was then transformed into the Steering Committee of

Cities Served by Atmos and then renamed Atmos Cities Steering Committee to obtain an easy to remember acronym, “ACSC.”

What is the Atmos Cities Steering Committee?

ACSC is a coalition of 170 Cities that unite in common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation. Its objectives are to: (1) ensure that gas utility rates charged to Cities and their residents are fair and reasonable; (2) maintain reasonable franchise fee revenues for Cities; (3) protect Cities’ original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and (5) promote sound ratemaking policies in the public interest.

Cities join the permanent standing committee by passing a resolution and agreeing to support the work of ACSC through modest occasional *per capita* assessments that support ongoing administrative and legislative advocacy and all expenses where Cities are not entitled to reimbursement. Each member City designates a representative to ACSC. Member representatives may volunteer to serve on the ACSC Executive Committee. The Executive Committee sets policy, hires legal counsel and consultants, directs litigation, establishes a legislative agenda, sets assessments on members as needed, and meets quarterly with Atmos executives. The Settlement Committee is directly involved in negotiating resolution of contested matters with Atmos executives. The list of current members is attached.

What is the benefit of membership in ACSC?

One hundred seventy Cities speaking as one voice is much more effective in advocacy before the Railroad Commission and legislature than any one City or multiple small groups of Cities.

The legislature has given gas utilities a right to an annual increase in rates. Resources (both financial and human) of individual Cities are conserved by membership in ACSC. Additionally, membership enhances institutional memory of ratemaking issues, public policy debates, and right-of-way and franchise fee battles.

What has ACSC accomplished?

Going into the 82nd Legislative Session, in December 2010, ACSC released a 48-page report, “Natural Gas Consumers and the Texas Railroad Commission.” More than 200 television, newspaper and radio news sites posted information on, and a link to, the report that may be found on ACSC’s website, TexasGasConsumers.org.

ACSC has also been instrumental in ongoing Sunset Commission reviews of the RCT. The agency has undergone three Sunset reviews since 2010, and in each case ACSC has maintained a watchful eye on the process to ensure that provisions that could harm the interest of gas utility ratepayers are excluded from the legislation. ACSC representatives also visited on several occasions with the Sunset Commission Staff, and several ACSC recommendations for reform were included in Sunset Commission Reports on the agency. Several ACSC member representatives testified before the legislature regarding the Sunset review of the Railroad Commission.

During the 2011 legislative session, lobbying efforts by ACSC were critical in killing two gas utility bills that would have undermined traditional regulation, deprived Cities of certain rights, and led to even greater rate increases.

ACSC has also resolved a major issue involving franchise fees. In 2010, Atmos unilaterally, without notice, ceased inclusion of franchise fees in the calculations of gross receipts regardless of whether specific franchises included such payments. Several Cities were willing to pursue the matter through litigation. However, counsel for ACSC was able to negotiate a resolution that allowed each member City to determine whether it desired an increase in franchise fee payments based on inclusion of franchise fees in the calculation of gross receipts. If a City opted for inclusion of fee-on-fee revenues, it had the further option of retroactive payments back to the point in time that Atmos decided to curtail fee-on-fee payments. Each member had these options regardless of the wording of the then-valid franchise agreement. This resolution spared significant litigation costs and anxiety and was only possible because of the clout of the ACSC membership.

One of the most significant accomplishments of ACSC occurred in 2007 via a settlement of the then-pending, system-wide rate case. Approximately 50 ACSC City representatives showed up in Arlington for a meeting with Atmos executives who were shocked at the vocal opposition to Atmos' practices, the unfairness of annual Gas Reliability Infrastructure Program ("GRIP") rate filings that precluded City and citizen review, and the Company's lack of coordination with Cities. That meeting led to the creation of the Rate Review Mechanism ("RRM") process and improved ongoing communications between the Company and ACSC.

In 2010, these improved communications between ACSC and the Company led to a workable solution to the need to replace steel service lines in a manner that accommodated Cities' needs to control their rights-of-way, while moderating the rate impact and focusing first on the riskiest service lines based on leak repair histories. This compromise precluded a more onerous (from a City and consumer perspective) program threatened by the RCT.

What is an RRM case?

The concept of an RRM proceeding emerged as a three-year experimental substitute for GRIP cases as part of the settlement of Atmos Mid-Tex's 2007 system-wide rate case. In 2003, the Texas Legislature added Section 104.301, Interim Adjustment for Changes in Investment, to the Gas Utility Regulatory Act. While not identified as such in the law, § 104.301 was referred to as the Gas Reliability Infrastructure Program or GRIP. The GRIP adjustments allowed gas companies to recover changes to invested capital without a review of whether increased revenues or declining expenses offset the invested capital costs. Both Atmos Pipeline and Atmos Mid-Tex filed GRIP cases as soon as the RCT adopted rules to implement the interim adjustments. As explained below, it quickly became apparent that the GRIP adjustments were terrible public policy.

As an alternative to GRIP, ACSC entered into a negotiated agreement with Atmos in 2007 to establish the RRM process. Unlike GRIP, the RRM provided for an annual review of all portions of Mid-Tex's cost of service. It fixed an authorized rate of return on equity for the three-year period at 9.6% (which was less than what the RCT would have authorized) and set caps on the extent to which expenses or investments could increase from one year to the next. More importantly, it allowed Cities to make a comprehensive evaluation of all aspects of the utility's business—investment, operation and maintenance expenses, and revenues—unlike GRIP that only allows consideration of changes to invested capital.

Why is RRM superior to GRIP?

GRIP cases guarantee a one-sided, rubber-stamp approval of the utility's rate request. ACSC attempted to participate in the first two GRIP proceedings filed by both Atmos Pipeline and Atmos Mid-Tex at the RCT. Not only were Cities' motions to intervene denied, but also, ACSC's comments were ignored. At the City level, ACSC consultants determined that Atmos was not only including items such as artwork, chairs, computers, and meals in interim rate adjustments that were allegedly intended to promote pipeline safety, but the Company was also over-earning its previously authorized rate of return. ACSC attacked the Commission's rule in court because it denied City participation, denied a hearing on a contested matter, and denied Cities' recovery of any expenses associated with resisting GRIP rate increases. The courts were not helpful to Cities. In 2011, the Texas Supreme Court upheld the Commission's rule implementing the GRIP statute.

Cities have contended that the GRIP process is terrible public policy since it authorizes what would, from the perspective of a history of public interest regulation, be regarded as unlawful—piecemeal ratemaking. GRIP allows rates to increase if the utility's invested capital net of depreciation increases year-over-year. An increase in rates is mandated under GRIP if investment increases, even if increasing revenues and declining expenses more than offset the costs associated with increased investment.

The RRM process negotiated by ACSC solves the piecemeal ratemaking problem by providing for a comprehensive review of Atmos' expenses and revenues. Furthermore, the RRM process benefitted ACSC by: (1) allowing Cities' participation that would be denied under GRIP; (2) allowing Cities to recover, at utility shareholders' expense, all their ratemaking costs; and (3) avoiding both litigation and RCT jurisdiction.

The legislature has functionally authorized annual increases in gas utility rates through the GRIP process. Since consumers are otherwise stuck with annual rate increases, it is better to have Cities participate in the comprehensive RRM process than be unable to participate in a piecemeal process.

What has been the history of the RRM efforts?

A total of eleven RRM filings have been made by the Company. These filings all resulted in settlements at the City level, except for the 2014 filing, which the ACSC Cities denied. The Company appealed the denial to the RCT, and ACSC was ultimately able to settle that proceeding before it reached the stage of a final RCT order. The results of these filings from a system-wide perspective are as follows (continued on next page):

RRM Filing	Year	Atmos Request	ACSC Settlement
#1	2008	\$33.5 million	\$20 million
#2	2009	\$20.2 million	\$2.6 million
#3	2010	\$70.2 million	\$27 million
#4	2011	\$15.7 million	\$6.6 million
#5	2013	\$22.7 million	\$16.6 million
#6	2014	\$45.7 million	\$43.8 million
#7	2015	\$28.8 million	\$22.8 million
#8	2016	\$35.4 million	\$29.6 million
#9	2017	57.4 million	\$48 million

RRM Filing	Year	Atmos Request	ACSC Settlement
#10	2018	\$27.4 million	\$24.9 million
#11	2019	\$54 million	\$35.4 million

Unable to reach agreement to perpetuate the original RRM terms, Atmos filed a traditional rate case with Cities in 2012 (GUD No. 10170), which was then appealed to the Railroad Commission. A final order in that case was entered in December 2012. The ratemaking decisions of the Commission then became the basis of renewal negotiations on the RRM process. The renewed RRM included some modifications that enhanced the original RRM process. Among these modifications were:

- A limit on the percentage of increase to be included in the monthly customer charge;
- A prohibition against capital post-test year adjustments;
- A time limit for known and measurable adjustments to operating and maintenance expenses;
- A guaranteed reduction in the Company’s requested increase of at least \$3 million annually; and
- A limitation on the amount of equity in the Company’s capital structure.

Changes to the RRM process

As noted in a communication to ACSC in May 2017, the rate of return on equity (“ROE”) embedded in the RRM process between 2013 and 2017 of 10.5% is excessive by at least 100 basis points, based upon a reasonable rate of return that reflects the market conditions in which the Company, and its parent Atmos Energy, operates. Because this ROE cannot be altered except by (1) changing the terms of the RRM tariff, or (2) a Commission order coming out of a new rate case, ACSC informed the Company that the 2017 RRM will be the last filing by the Company under the current tariff. Atmos agreed to renegotiate the terms and conditions of a revised RRM tariff in 2017.

In February and March 2018, ACSC adopted a new RRM tariff ordinance that implemented new procedures and criteria for the RRM process. The revised RRM tariff reduced the allowed ROE from 10.5% to 9.8% and captured the reduced federal income tax rate of 21%. The new tariff expanded Cities’ review period from three months to five months. It also required Atmos Mid-Tex to accept ACSC’s position regarding incentive compensation related to Atmos’ Shared Services Unit. The 2019 RRM filing is the second under the new tariff.

When must Cities approve new rates?

ACSC’s Tariff Ordinance adopted around March 2018 declares that new rates become effective October 1st of each year. While it is preferable that ordinances or resolutions adopting new tariffs are passed before the end of September, there is no adverse consequence if final action cannot take place until sometime in October. The only thing that will frustrate new rates becoming effective on October 1, 2019 is City action that specifically denies the increase.

What would happen if a City Council denies the RRM rate increase?

Atmos would either appeal the denial to the Railroad Commission or initiate imposition of GRIP rates or both. Rates for residents of that City would be higher than rates of other ACSC member residents. Rate case expenses (both the City and Company) associated with litigation at the Railroad Commission would likely be surcharged back to the City that denied the increase.

If you have other questions please contact me at (512) 322-5875 and/or gmg@lglawfirm.com, or Georgia Crump at (512) 322-5832 and/or gcrump@lglawfirm.com.

Geoffrey Gay
ACSC, General Counsel

Work Session and Regular Meeting

8.

Meeting Date: 09/10/2019

Department: Special Events

Pillars: Gold Standard for Financial Health
Optimize the Addison Brand

AGENDA CAPTION:

Consider Action to Approve a **Resolution Authorizing an Agreement for Special Events Sponsorships Development, Sales and Activation Services Between the Town of Addison and Mile Zero, Inc., and Authorize the City Manager to Execute the Agreement.**

BACKGROUND:

The Town of Addison conducts and hosts various special events, and seeks to maintain and grow revenues in our event sponsorship program through the solicitation, sales and activation of event sponsorship agreements. The current contract with LST Marketing, Inc. for sponsorship sales services will expire on September 30, 2019, and does not have any remaining renewal options.

On June 18, 2019, the Town of Addison posted Request for Proposal (RFP) #19-211 for Sponsorship Sales Services. The scope of services included in the RFP included a detailed analysis and valuation of available event assets, development and customization of sponsorship packages, solicitation and negotiation of cash sponsorship agreements, ongoing sponsor communication, onsite sponsor management during events, and associated reports and presentations. The RFP closed on July 16, 2019; 5 submittals were received.

Initial staff review and scoring of the proposals led to the selection of 3 agencies as finalists. The finalists were interviewed by a staff panel on July 26, 2019 and scored in five areas, including the ability to provide staff to manage onsite sponsor operations during major festivals and response to a questionnaire detailing the type and quantities of sponsorships obtained by the company, areas of expertise, sales and communication strategy, and past clients and projects.

Vendor Name	Fee & Commission Structure	Qualifications & Experience	Vendor Questionnaire	Onsite Sponsor Management	References	Total Score
LST Marketing, Inc.	16.06	25	10	15	7	73.06
Mile Zero, Inc.	18.71	27	20	15	15	98.71
Sponsor Bureau	20	15	15	7	10	67.00

The staff panel unanimously selected Mile Zero, Inc. as the recommended agency for bid award. The company is skilled and experienced in sponsorship sales, received high praise from festival organizers in several states, has demonstrated the ability to obtain high value sponsorships, and maintains relationships and communication that has led to regular sponsor contract renewals for its clients. The agreement with Mile Zero, Inc. would take effect on October 1, 2019 and run for two years through September 30, 2021. There are options for two two-year renewals.

Per the terms of the agreement, Mile Zero, Inc. would receive a monthly retainer of \$4,166.66 for labor in the performance of the contracted services, a commission of 10% of sponsorship sales, and reimbursement of agreed upon travel expenses. For Fiscal Year 2020 with estimated total sponsorship sales of \$371,000 this would result in payment of \$98,500 to Mile Zero, Inc. This is \$8,200 less than we would have paid to LST Marketing, Inc. under the terms of our current sponsorship sales contract, and is within the budgeted amount for Fiscal Year 2020.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Mile Zero Sponsorship Services Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR SPECIAL EVENTS SPONSORSHIP DEVELOPMENT, SALES AND ACTIVATION SERVICES BETWEEN THE TOWN OF ADDISON AND MILE ZERO, INC., AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Services Agreement for Advertising Services between the Town of Addison and Mile Zero, Inc. for Special Events sponsorship development, sales and activation services, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of September, 2019.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This Services Agreement (“Agreement”) is made and entered into this 10th day of September, 2019, by and between the Town of Addison, Texas (the “City”) and Mile Zero, Inc., an Illinois corporation (“Mile Zero”) (the City and Mile Zero are sometimes referred to herein together as the “Parties” and individually as a “Party”).

Recitals:

WHEREAS, each year the City conducts and hosts various special events (together, the “Events” and individually an “Event”), and seeks to market and obtain sponsors for the Events (each a “Sponsor”); and

WHEREAS, to facilitate its promotional and sponsorship sales efforts, the City sought proposals from businesses to provide such services; and

WHEREAS, Mile Zero is an experienced sponsorship development, sales and activation company; and

WHEREAS, the City has selected Mile Zero to provide sponsorship development, sales and activation services as described herein, and Mile Zero desires to provide such services for the City.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the terms and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Mile Zero do hereby contract and agree as follows:

1. **Incorporation of Recitals.** The above and foregoing recitals and true and correct and are incorporated herein and made a part hereof.

2. **Term.** Subject to the termination provisions and all other terms and conditions of this Agreement, this Agreement shall be effective as of October 1, 2019 (the “Effective Date”) and shall continue in effect for a period of two (2) years, so that it shall expire on September 30, 2021 (the “Initial Term”).

The City may at its option (i) renew this Agreement for an additional two (2) year term (i.e., commencing October 1, 2021 and ending September 30, 2023) (the “First Renewal Term”) by giving to Mile Zero notice of its intent to renew this Agreement (the “Renewal Notice”) not later than thirty (30) days prior to the end of the Initial Term, and (ii) further renew this Agreement for an additional two (2) year term (i.e., commencing October 1, 2023 and ending September 30, 2025) (the “Second Renewal Term”) by giving to Mile Zero a Renewal Notice not later than 30 days prior to the end of the First Renewal Term. For purposes of this Agreement, the First Renewal Term and the Second Renewal Term are each referred to as a “Renewal Term.” The parties agree that adequate consideration for each such right to renew has been given and received in connection with this Agreement. Each Renewal Term shall be on the same terms and conditions as set forth in this Agreement.

Each consecutive twelve (12) month period during the Initial Term and any Renewal Term, beginning on October 1 and ending on September 30 of the following year, is referred to herein as an “Agreement Year.”

This Agreement and the City's obligations to make any payments hereunder are subject to the annual budgeting and appropriation of revenues by the City to make such payments, in the City's sole and absolute discretion. If the City elects not to budget or to appropriate revenues to make any payment set forth in this Agreement for any fiscal year of the City (the City's fiscal year being the 12 month period from October 1 through September 30), this Agreement shall terminate at the end of September 30 of the City's fiscal year for which funds have been budgeted and appropriated by the City to make the payments set forth in this Agreement. In no case shall Mile Zero be expected or required to provide any services for any time period for which the City has not budgeted and appropriated funds.

3. **Events.** As of the Effective Date the events for which Mile Zero will perform services hereunder are and include Taste Addison, Addison Kaboom Town!®, Addison Oktoberfest, and Addison After Dark (together, the "Events"). In addition, Mile Zero and City agree to extend services to undefined, but mutually agreed upon, sellable assets.

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to require the City to hold and/or conduct the Events or any of them, and the City may elect, in its sole and absolute discretion, not to hold and/or conduct any or all of the Events.

4. **Mile Zero Services.** During the Initial Term and any Renewal Term, Mile Zero shall provide the following services (the "Services") to the City and to the City's reasonable satisfaction in connection with each of the Events:

- a. Execute a detailed analysis of available event assets and provide recommended valuations;
- b. Development of sponsorship packages, both standard and customized, using available assets identified and approved by the City;
- c. Solicitation of cash sponsorships;
- d. Negotiation of cash sponsorship agreements; provided, that Mile Zero is not responsible for providing legal counsel to the City, and the City shall bear sole responsibility for having its attorneys review and approve any sponsorship agreements prior to execution;
- e. Implementation and management of cash sponsorship programs;
- f. On-site management of sponsor load-in, operations and load-out for all Events;
- g. Development and provision of monthly progress reports and post-event sponsorship reports no later than twenty (20) days following each Event; and
- h. Other related sponsorship and promotional services as the City and Mile Zero may mutually agree upon.

With regard to the Services, the City will reasonably provide Mile Zero with support and assistance as may be reasonably necessary for the performance by Mile Zero of its Services hereunder. For example, Mile Zero may request that City personnel attend meetings within 25 miles of Addison, Texas, or participate in conference calls, provide information, photos and graphics for sponsorship packages, and/or provide Mile Zero with contact information of sponsor targets that the City has had dealings with in the past; provided, however, that notwithstanding the foregoing, the City shall not be required to provide other support or assistance if the City (or the appropriate City personnel) reasonably determines that providing

any of such support or assistance will require the City to expend any additional funds whatsoever or that it will require an unreasonable use or commitment of the City's personnel or other resources.

The Services are inclusive of cash sponsorships only; Mile Zero is not to solicit or manage value-in-kind/trade sponsorships or media partnerships for the Events. Solicitation, negotiation, implementation and management of value-in-kind/trade sponsorships and/or media partnerships will be managed by City personnel. The approval of all sponsorships, cash, value-in-kind/trade and media, shall be within the sole discretion of the City; provided, however, both Parties agree to maintain regular communication regarding sponsorship sales, and will make a good faith and reasonable effort to avoid or mitigate potential conflicts between sponsorships obtained by the City and those obtained by Mile Zero.

5. **Exclusivity.** The Services to be performed by Mile Zero hereunder are exclusive in nature, and during the Initial Term (and any Renewal Term) of this Agreement, the City shall not grant any other person or company the right to perform any of the Services. In the event the City or any of its officers or employees shall receive a call or otherwise obtain a lead regarding a prospective new or returning cash sponsor, the City will provide the information received by the City regarding the same to Mile Zero within a reasonable time after receiving the same. The City agrees to list Mile Zero as the sponsorship sales agency of record on the website of all Events. Mile Zero may represent and perform services for such additional clients, persons or companies as Mile Zero, in its sole discretion, chooses, provided, however, that such services shall not conflict with the Services being provided pursuant to this Agreement, and, without limiting the foregoing, Mile Zero shall not perform or provide such services for any person, business or entity in connection with, directly or indirectly, any of the Events.

6. **Compensation.** As compensation for the Services to be performed by Mile Zero pursuant to this Agreement, the City shall pay Mile Zero as follows:

a. *Monthly Retainer.* A monthly retainer in the amount of Four Thousand One Hundred Sixty Six Dollars and Sixty Six Cents (\$4,166.66) (the "Retainer"), payable on the tenth (10th) day of the month. The Monthly Retainer will pay for and cover internal Mile Zero labor in performance of the Services, including, but not limited to, meetings with the City and prospective Sponsors, analysis and valuation of event assets, development of a sponsorship sales plan, development of sponsorship presentations and recap materials, sponsorship negotiation, and ongoing sponsor communications.

b. *Sponsorship Sales Commission.*

i. For sponsorship agreements for Events (i) which are secured directly (whether new or renewal) by Mile Zero during the Initial Term (and any Renewal Term), (ii) approved by the City (provided the proposed Sponsor meets all of the City's standards and requirements, such approval not to be unreasonably withheld), (iii) for which a written sponsorship agreement is entered into between the City and the Sponsor, and (iv) which agreement provides for the Sponsor to pay to the City cash for such sponsorship (each such sponsorship being a "Cash Sponsorship" and such agreements being "Cash Sponsorship Agreements"), the City shall pay to Mile Zero a commission of ten percent (10%) of the cumulative amount of cash actually received by the City from Sponsors during each Agreement Year, all such amounts to be computed and paid no later than 30 days after City's receipt of each Cash Sponsorship Payment.

ii. If at any time prior to the expiration or earlier termination of this Agreement, the City has entered into any Cash Sponsorship Agreement(s) which extends beyond the date of expiration or early termination of this Agreement (or if a Cash Sponsorship

Agreement is in the process of being negotiated as of the such date, notwithstanding the fact that a Cash Sponsorship Agreement may not be signed until after such date, or that payments will be made after such date), the City shall, following such expiration or earlier termination, pay to Mile Zero a percentage of cash received by the City pursuant to the Cash Sponsorship Agreement(s) in accordance with the terms in subsection (b)(i) of this Section. This provision shall survive the expiration or earlier termination of this Agreement.

iii. In any event and notwithstanding any other provision of this Agreement, Mile Zero shall not be entitled to any such payment unless and until the City has actually received cash from a Sponsor pursuant to a written agreement between the City and the Sponsor.

iv. If at any time prior to the Initial Term of this Agreement, the City entered into any Cash Sponsorship Agreement(s) which extend into the Initial Term (and any Renewal Term) of this Agreement, the City shall pay to the sponsorship sales agency responsible for securing such Cash Sponsorship Agreement a commission in accordance with the terms of the contractual agreement between the City and said sponsorship sales agency. Mile Zero will not receive a commission on the cash received by the City from such Sponsors during the term of the Cash Sponsorship Agreement(s).

c. *Travel Expenses.* The City will reimburse Mile Zero for travel expenses mutually agreed upon as being necessary in performance of the Services, including on-site management of sponsor load-in, operations and load-out for all Events. Mile Zero will provide a travel expense estimate to the City at least six (6) weeks prior to each Event. Upon receiving approval from the City, Mile Zero will work with the City to book travel and lodging.

i. Mile Zero will secure airfare and hotel transfer, and will be reimbursed for such expenses in full by City. If driving personal vehicles, Mile Zero will track mileage for travel from the Mile Zero offices in Rolling Meadows, Illinois to the hotel in Addison, Texas and will be reimbursed for roundtrip mileage at the current Privately Owned Vehicle Mileage Reimbursement Rate set by the U.S. General Services Administration (GSA).

ii. Lodging may be provided directly by the City at a mutually agreed upon establishment within Addison city limits. If lodging is not provided directly by the City, Mile Zero will secure lodging at an establishment within Addison city limits and will be reimbursed for this expense at a nightly rate not to exceed the current U.S. GSA Per Diem Lodging rate for Dallas, Texas per room.

iii. Meals and incidental expenses will be reimbursed at a rate not to exceed the current U.S. GSA Per Diem Meals & Incidentals rate for Dallas, Texas per person.

iv. An invoice for travel expense reimbursement must be submitted to the City by Mile Zero, including copies of receipts for airfare and/or lodging, no later than thirty (30) days following each Event.

v. The City shall pay Mile Zero's submitted travel expense reimbursement invoice no later than thirty (30) days following its receipt.

7. **Mile Zero Representations.** Mile Zero represents that:
- a. Mile Zero has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for others;
 - b. The undersigned officer of Mile Zero has the necessary authority to execute this Agreement on behalf of Mile Zero; and
 - c. The Services will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards that are in use in Mile Zero's line of business as of the time such Services are provided.
8. **City Representations.** The City represents that:
- a. The City has the right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein;
 - b. The City shall, if it elects (in its sole discretion) to conduct the Events or any of them, be fully responsible for and shall acquire, at its sole cost and expense, all licenses, permits, authorizations and insurance which may be required under federal, state or local law or regulations in order to legally conduct the Events, and the Events shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes, and regulations; and
 - c. The undersigned officer of the City has the necessary authority to execute this Agreement on behalf of the City.
9. **Termination.**
- a. This Agreement may be terminated without cause (that is, for any reason or for no reason whatsoever) by either party upon the giving of at least thirty (30) days' prior written notice of such termination to the other party. In the event either party gives such notice, this Agreement shall be deemed terminated upon the later of (i) the date set forth in the notice or (ii) the expiration of the 30th day following the date the said notice is given to the other party (the "Termination Date").
 - b. Either party (the "non-breaching party") shall have the right to terminate this Agreement if the other party hereto (the "breaching party") fails to reasonably perform any material duty, responsibility, or obligation of that party set forth in this Agreement and does not cure such failure within fifteen (15) days after it receives written notice of such failure from the non-breaching party; but if the failure cannot with diligence be cured within said fifteen (15) day period and if within such fifteen (15) day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, not to exceed thirty (30) days following the receipt of said notice.

c. This Agreement shall terminate if the City elects, in its sole discretion, not to budget and appropriate revenues to make payments under this Agreement as described in Section 2, above.

10. **Relationship of Parties.** Mile Zero is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which Mile Zero performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by Mile Zero shall be provided in a manner consistent with all applicable federal, state, and local statutes, ordinances, codes, standards, regulations, and laws.

11. **Indemnification.** See attached **Exhibit A.**

12. **No Israel Boycott.** Pursuant to Texas Government Code Chapter 2270, Mile Zero's execution of this Agreement shall serve as verification that Mile Zero does not presently boycott Israel and will not boycott Israel during the Initial Term (and any Renewal Term) of this Agreement.

13. **Records.** Mile Zero shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to the City upon request. Mile Zero shall assure the confidentiality of any records that are required by law to be so maintained. All data, studies, information, reports, sponsorship agreements and other materials and items (whether kept electronically, in writing, or otherwise) prepared by or for Mile Zero in connection with or related to this Agreement and the Services provided by Mile Zero hereunder are the sole property of the City; upon the expiration or termination of this Agreement, all such finished or unfinished data, studies, information, reports, sponsorship agreements and other materials and items shall be promptly delivered by Mile Zero to the City, and this obligation shall survive such expiration or termination.

14. **Notice.** For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, (iii) placed in the custody of a nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by nationally recognized carrier. Addresses for notice are as follows:

To the City:

Town of Addison
Attn: Jasmine Lee, Director of Special Events
5300 Belt Line Road
Dallas, Texas 75254

To Mile Zero:

Mile Zero
Attn: Mike Brant
2805 Grouse Lane
Rolling Meadows, IL 60008

15. **Confidentiality.** No reports, information, documents, or other materials given to or prepared by Mile Zero under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual, business, or organization by Mile Zero, its employees, representatives, or agents, without the prior written approval of the City.

16. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of Mile Zero, Mile Zero has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void.

17. **Rights and Remedies Cumulative; Non-Waiver.** 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 right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

18. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

19. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

20. **Entire Agreement and Modification.** This Agreement supersedes all previous agreements and communications between the parties and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations to this Agreement shall be effective unless in writing and signed by both parties.

21. **Jurisdiction.** The validity, enforceability and interpretation of any of the provisions of this Agreement shall be determined and governed by the applicable laws and regulations of the State of Texas. The parties hereto agree that appropriate jurisdiction and venue in connection with this Agreement and the subject matter hereof shall be in the District Courts of Dallas County, Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

TOWN OF ADDISON, TEXAS

By: _____
Wesley Pierson, City Manager

MILE ZERO, INC.

By:  _____
Mike Brant, President

EXHIBIT A

Town of Addison

Indemnification Agreement

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

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

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

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

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

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

Project/Bid#: RFP 19-211

Company Name: Mile Zero, Inc.

Signature: 

Date: 7/10/19

Work Session and Regular Meeting

9.

Meeting Date: 09/10/2019

Department: Development Services

AGENDA CAPTION:

Consider Action to Approve a Resolution for an Interlocal Agreement with Dallas County Health and Human Services for Coordinated Health Services and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$2,500.

BACKGROUND:

The Town of Addison does not offer any in-house public health assistance or services to residents. Instead, Addison has historically contracted for these services with the Dallas County Health and Human Services Department (DCHHS) through an interlocal agreement, which is provided as an exhibit in the attached resolution. DCHHS offers to provide these services to all other cities within the County, and 25 of the 31 cities participate. This allows for savings based on economies of scale and enables the County to better track public health trends within the County.

Through this agreement, DCHHS provides the following services:

- Tuberculosis Control Services
- Sexually Transmitted Disease Control Services
- Laboratory Services
- Communicable Disease Control Services
- Immunizations
- Child Health Care
- High Risk Infant Case Management
- Home Visits

Residents may receive these services at a variety of locations. Several services are only offered at the DCHHS' main clinic downtown at 2377 N. Stemmons Freeway, while other services are offered at various clinics around the County. The closest of these clinics to Addison is in Farmer's Branch at 2774 Valwood Parkway. The County also provides a mobile clinic for certain services. Residents are charged for these services based on their ability to pay.

Instead of charging the participating cities based on an itemized fee per service rendered, DCHHS charges a flat fee based on each entity's historical usage. For the past several years, Addison has paid \$2,500 annually for these services. There is no proposed increase in this fee for Fiscal Year 2020. The Town's

contribution is combined with Dallas County funding and available state and federal funds. This item is funded in the Development Services department budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Interlocal Agreement - Dallas County Health & Human Services
Fiscal Year 2020

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR THE PROVISION OF LOCAL PUBLIC HEALTH SERVICES IN AN AMOUNT NOT TO EXCEED \$2,500.00 FOR FISCAL YEAR 2019-20; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”) provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the City desires to participate with Dallas County to provide public health services to its residents.

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

Section 1. The Interlocal Agreement for Coordinated Health Services between Dallas County, Texas, on behalf of Dallas County Health and Human Services and the Town of Addison, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of September, 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

**OFFICE OF THE CITY SECRETARY
SOLO PAGE + EXHIBIT A**

EXHIBIT A

THE STATE OF TEXAS	§ § § § § §	INTERLOCAL AGREEMENT FOR COORDINATED HEALTH SERVICES BETWEEN DALLAS COUNTY, TEXAS, ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES, AND THE TOWN OF ADDISON, TEXAS
COUNTY OF DALLAS		

1. PARTIES

Whereas, Dallas County ("County") has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

Whereas, the Town of **Addison**, Texas ("Town") desires to participate with County in establishing coordinated health services for City/Town and Dallas County; and

Whereas, County will operate certain health services for the residents of Town in order to promote the effectiveness of local public health services and goals ("Program"); and

Whereas, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

Whereas, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services ("DCHHS"), enters into this Interlocal Agreement ("Agreement") with Town, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to Town.

2. HEALTH SERVICES TO BE PERFORMED

A. County agrees to operate the Program, which will include the following health services:

- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
- 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
- 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services ("DSHS") in monitoring communicable diseases;

EXHIBIT A

- 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.

B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:

- 1) Immunizations;
- 2) Child health care;
- 3) High risk infant case management; and
- 4) Home visits.

County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that City/Town requires, in addition to the above-mentioned services, may result in additional fees to Town.

C. County agrees to charge a sliding-scale fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached and incorporated herein by reference for all purposes.

D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services, if not subsidized at the local level. County will notify Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

ILA FOR COORDINATED HEALTH SVCS BETW DALLAS COUNTY & TOWN OF ADDISON-FY2020

2

EXHIBIT A

- A. County agrees to submit to City/Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement, County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached and incorporated herein by reference for all purposes;
- C. Payment. Town shall pay County the following amount, as stated in Exhibit D, **Two thousand five hundred and 00/100 Dollars (\$2,500.00)**, which is the agreed upon amount for Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to Town or any third party for the condition of the facilities, including any premises defects.
- D. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

EXHIBIT A

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
- 1) Town and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
 - 2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C, and D for the appropriate Agreement Term.
- B. County shall bill Town each month an amount equal to one-twelfth (1/12) of its share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.

6. TERM

The Term of this Agreement shall be effective from October 1, 2019 through September 30, 2020, unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
- 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) The improper, misuse, or inept use of funds or resources directly related to this Agreement;
 - 4) The submission of data, statements, and/or reports that is incorrect, incomplete, and/or false in any way.

EXHIBIT A

8. RESPONSIBILITY

County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities. Both Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and state law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Philip Huang, MD, MPH, Director
Dallas County Health & Human Services
2377N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Irma Parker, Town Secretary
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010
(972) 450-7000

12. IMMUNITY

This Agreement is expressly made subject to County's and Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Town or County has by operation of

EXHIBIT A

law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Both parties have a duty to mitigate damages.

EXHIBIT A

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

Town and County shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, state, or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. Town and County agree that every person who as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

EXHIBIT A

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Town or County, as the case may be.

DALLAS COUNTY:

By: Clay Lewis Jenkins
Dallas County Judge

DATE: _____

Recommended:

By: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:
JOHN CREUZOT
DISTRICT ATTORNEY

By: Lacey B. Lucas
Assistant District Attorney

TOWN OF ADDISON:

By: _____
Town Manager/Mayor

DATE: _____

Attested:

By: _____
Town Secretary

Approved as to Form:

By: _____
Town Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT A

EXHIBIT A

FY 2020 FEE SCHEDULE

SEXUAL HEALTH CLINIC

Office Visits	\$20/visit
Blood Drawing	\$5 each
Chemical Lesion Reduction	\$45 each
Medical Records Copies	\$5 each
Cryotherapy	\$15 each

TUBERCULOSIS CLINIC

TB Testing-Level I (Office Visit)	\$30/Visit
TB Testing-Level II (IGRA)	\$50 each
Chest X-Ray Copies	\$5 each

LABORATORY

GC Culture	\$14 each
GEN Probe GC/CT Combo	\$15.00 each
Trichomonas Testing	\$17 each
HIV 1&2 Test	\$15 each
HIV Test - Rapid	\$20 each
MTB Testing for TB	\$85 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$8 each

NURSING SERVICE

Hepatitis A Havrix*	\$55/Injection
Hepatitis B Vaccine*	\$60/Injection
Twinrix	\$95/Injection
Rabies (PE)	\$340/Injection
IPV	\$45/Injection
Pneumococcal*	\$125/Injection
Adacel (Pertusis) (Tdap)	\$65/injection
HIB	\$45/injection
Japanese Encephalitis	\$345/Injection
Meningococcal (Menomune)	\$145/Injection
Typhoid (Polysaccharide)	\$85/Injection
Typhoid (Oral)	\$65/box
Yellow Fever Vaccine**	\$160/Injection
Boostrix Vaccine*(Tdap)	\$50/Injection
Influenza Vaccine*	\$30/Injection
Influenza (High Dose)	\$60/Injection
Influenza (Intradermal)	\$30/Injection
Rabies Administrative Fee/	
Serves State Vaccine	\$25 each
Foreign Travel Office Visit Fee	\$25/visit
TD*	\$50/Injection

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business
	\$260/Residential
Septic Tank Re-inspection	\$35/Residential
	\$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding	\$75/plus \$25 for each
Homes, Residential	additional unit on site
Mosquito Spraying for Non-	
contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

Note: 1) # Indicates \$10 charge for State fee

INFECTIOUS DISEASES

Non-Contagious Disease Certification Letter \$20 each

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray) \$80 each

Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
HIV-1 RNA Testing	\$115 each
HIV-1 Quant Assay Testing	\$80 each
Herpes Type 1 & 2 Serology	\$50 each
Residual Clinical Specimens	\$5 each

Varivax*	\$155/Injection
Meningococcal (MCV4)*	\$135/Injection
Zostavax (Shingles)*	\$255/Injection
Gardasil (HPV)*	\$195/Injection
Hepatitis A (Pediatric)	\$40/Injection
Hepatitis B (Pediatric)	\$40/Injection
DT	\$70/Injection
DTaP (Daptacel)	\$45/Injection
DTaP-HepB-IPV	\$85/Injection
DTaP-IPV	\$65/Injection
Rotavirus	\$130/Injection
PCV13	\$225/Injection
MMR*	\$95/Injection

Communicable Disease Program:

Hepatitis A/B/C Screening General \$35/Test
Hepatitis A/B/C Screening Qualified \$10/Test

Immunization/VFC Program:

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

Note: (1)*Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$10/shot. (2) **Vaccine Unavailable.

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed
	\$150/Unlicensed
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person
Sub-division Plat Approval	\$200/Residential
	\$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	

Revised July /2019

EXHIBIT A

Dallas County Health and Human Services

Annual Summary of Services

January 1, 2018 thru December 31, 2018

Exhibit B

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases
Municipality				
Addison	172	41	66	176
Balch Springs	353	129	451	189
Carrollton	818	184	576	471
Cedar Hill	253	215	216	608
Cockrell Hill	58	0	7	227
Coppell	263	43	34	265
Dallas	28,011	8,701	45,254	23,878
Desoto	2,498	336	298	536
Duncanville	242	173	438	400
Farmers Branch	194	68	285	267
Garland	4,078	669	2,725	443
Glenn Heights	642	82	97	171
Grand Prairie	1,398	386	1,756	785
Highland Park	90	1	0	71
Hutchins	13	26	85	116
Irving	4,017	691	2,431	1,253
Lancaster	941	391	437	279
Mesquite	891	610	1,569	727
Richardson	1,014	279	331	654
Rowlett	561	76	96	171
Sachse	59	32	40	68
Seagoville	37	47	205	195
Sunnyvale	50	9	1	233
University Park	2	3	0	37
Wilmer	128	39	124	63
Out of County	853	1,743	39,836	2,340
Total	47,636	14,974	97,358	34,623

EXHIBIT A

Dallas County Health and Human Services

Contract Cost by Category

FY2020

					Exhibit C
	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases	FY '20 Contract Total
Municipality					
Addison	\$ 7,751	\$ 5,381	\$ 1,631	\$ 3,539	\$ 2,500
Balch Springs	\$ 15,907	\$ 16,931	\$ 11,144	\$ 3,800	\$ 9,377
Carrollton	\$ 36,861	\$ 24,149	\$ 14,233	\$ 9,470	\$ 23,823
Cedar Hill	\$ 11,401	\$ 28,218	\$ 5,337	\$ 12,225	\$ 2,498
Cockrell Hill	\$ 2,614	\$ -	\$ 173	\$ 4,564	\$ 1,232
Coppell	\$ 11,852	\$ 5,644	\$ 840	\$ 5,328	\$ 3,131
Dallas	\$ 1,262,256	\$ 1,141,961	\$ 1,118,251	\$ 480,119	\$ 1,754,252
Desoto	\$ 112,567	\$ 44,098	\$ 7,364	\$ 10,777	\$ 17,620
Duncanville	\$ 10,905	\$ 22,705	\$ 10,823	\$ 8,043	\$ 11,273
Farmers Branch	\$ 8,742	\$ 8,925	\$ 7,043	\$ 5,369	\$ 6,856
Garland	\$ 183,766	\$ 87,803	\$ 67,336	\$ 8,907	\$ 80,156
Glenn Heights	\$ 28,930	\$ 10,762	\$ 2,397	\$ 3,438	\$ 574
Grand Prairie	\$ 62,998	\$ 50,660	\$ 43,392	\$ 15,784	\$ 38,854
Highland Park	\$ 4,056	\$ 131	\$ -	\$ 1,428	\$ 132
Hutchins	\$ 586	\$ 3,412	\$ 2,100	\$ 2,332	\$ 3,149
Irving	\$ 181,017	\$ 90,690	\$ 60,071	\$ 25,194	\$ 81,906
Lancaster	\$ 42,404	\$ 51,317	\$ 10,799	\$ 5,610	\$ 12,106
Mesquite	\$ 40,151	\$ 80,059	\$ 38,771	\$ 14,618	\$ 31,608
Richardson	\$ 45,694	\$ 36,617	\$ 8,179	\$ 13,150	\$ 23,756
Rowlett	\$ 25,280	\$ 9,975	\$ 2,372	\$ 3,438	\$ 4,925
Sachse	\$ 2,659	\$ 4,200	\$ 988	\$ 1,367	\$ 362
Seagoville	\$ 1,667	\$ 6,169	\$ 5,066	\$ 3,921	\$ 6,440
Sunnyvale	\$ 2,253	\$ 1,181	\$ 25	\$ 4,685	\$ 99
University Park	\$ 90	\$ 394	\$ -	\$ 744	\$ 48
Wilmer	\$ 5,768	\$ 5,119	\$ 3,064	\$ 1,267	\$ 2,597
Out of County	\$ 38,439	\$ 228,760	\$ 984,369	\$ 47,051	\$ 77,142
Total	\$ 2,146,614	\$ 1,965,259	\$ 2,405,769	\$ 696,171	\$ 2,196,416

EXHIBIT A

Dallas County Health and Human Services Total Contract Costs FY2020

Exhibit D

Municipality

Addison	\$ 2,500
Balch Springs	\$ 9,377
Carrollton	\$ 23,823
Cedar Hill	\$ 2,498
Cockrell Hill	\$ 1,232
Coppell	\$ 3,131
* Dallas	\$ 1,754,252
* Desoto	\$ 17,620
* Duncanville	\$ 11,273
Farmers Branch	\$ 6,856
* Garland	\$ 80,156
Glenn Heights	\$ 574
Grand Prairie	\$ 38,854
Highland Park	\$ 132
Hutchins	\$ 3,149
Irving	\$ 81,906
Lancaster	\$ 12,106
* Mesquite	\$ 31,608
* Richardson	\$ 23,756
* Rowlett	\$ 4,925
* Sachse	\$ 362
* Seagoville	\$ 6,440
Sunnyvale	\$ 99
University Park	\$ 48
* Wilmer	\$ 2,597
* Out of County	\$ 77,142

Total

\$ 2,196,416

*Non-contracting

Work Session and Regular Meeting

10.

Meeting Date: 09/10/2019

Department: Development Services

AGENDA CAPTION:

Consider Action to Approve a Resolution for an Interlocal Agreement with the Trinity River Authority for the Monitoring of Wastewater for Certain Industrial Uses and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$9,500.

BACKGROUND:

The Environmental Protection Agency (EPA) requires that uses categorized as Significant Industrial Users (SIU) be monitored at the local level to ensure that they are disposing of wastewater in compliance with Federal regulations. An example of a SIU in Addison is Plastech Corporation at 15606 Wright Brothers Drive. They form plastics into a variety of products, some of which co-mingle pesticides with plastics for products like flea collars. The wastewater generated in the industrial areas of Addison flows to and is treated by the Trinity River Authority (TRA). For this reason, the Town has historically contracted with the TRA to conduct the necessary inspections, sampling and testing of these SIUs.

This annual agreement, provided as an exhibit in the attached resolution, is for a not to exceed amount of \$9,500. This is equal to the amount of the Fiscal Year 2019 Interlocal Agreement. There is no budget impact to the Town as the cost of the inspections are charged to the SIUs.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution -Interlocal Agreement - Trinity River Authority Fiscal Year 2020

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND TRINITY RIVER AUTHORITY OF TEXAS FOR WATER AND WASTEWATER ANALYSIS AND SURVEYS OF INDUSTRIAL USERS IN AN AMOUNT NOT TO EXCEED \$9,500.00 FOR FY2019-20, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Interlocal Agreement for Technical Services between the Town of Addison and Trinity River Authority of Texas for water and wastewater analysis and surveys of industrial users in an amount not to exceed \$9,500.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of September, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: City of Town of Addison, whose authorized address is

P.O. Box 9010
Addison, Texas 75001

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: J. Kevin Ward, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and municipal regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) 1, 2 & 3, below.

A. PERFORMANCE OF SERVICES

1. Non-Significant Industrial User Inspection and Classification Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers 003-003.

The Performing Agency shall perform all industrial user survey activities including organization of users to be surveyed utilizing the Texas Manufacturing Guide, notification to industrial users that require completion of the Receiving Agency's Industrial User Survey Form, industrial user inspections as needed, and proper classification and documentation of industrial users' discharge practices. Performing Agency will provide on behalf of the Receiving Agency updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Trinity River Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Trinity River Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

2. Significant Industrial User Permit and Inspection Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on the attached schedule sheet.

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes

EXHIBIT A

to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR § 403.8. Industrial Pretreatment Inspections, Application reviews and permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinance Numbers 003-003, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

3. Industrial User Sampling Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinance Numbers 003-003.

The Performing Agency shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible, the Performing Agency will conduct flow or time composited sampling. When composited sampling is not feasible, grab sampling will be performed.

4. Analytical Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported

EXHIBIT A

to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current Texas law.

Receiving Agency may deliver to Performing Agency samples for analyses separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analyses, the Receiving Agency shall indicate the nature and extent of the analysis it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty days' notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty-day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will furnish Receiving Agency an invoice for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A. Said Attachment A shall be revised and updated annually. Any revisions will be incorporated by reference herein. A cost analysis shall be prepared each year by the Trinity River Authority of

EXHIBIT A

Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three years after the close of the last expenditure.

IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed Nine Thousand and Five Hundred dollars (\$ 9,500) per annum during the term of this Contract, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin October 1, 2019 and shall terminate September 30, 2020, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:

CITY OF Town of Addison

BY: _____

TITLE: Wesley S. Pierson, City Manager

DATE: _____

ATTEST: _____
(SEAL)

Performing Agency:

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

TITLE: GENERAL MANAGER

DATE: _____

ATTEST: _____
(SEAL)

EXHIBIT A

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample. In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.

EXHIBIT A

EXHIBIT A

TECHNICAL SERVICES FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2020

December 1, 2019 through November 30, 2020

NELAP CERTIFICATE T104704287-10-TX

EXHIBIT A

EXHIBIT A

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:		Phosphorus:	
Total (*) (**)	\$12.00	Ortho (*)	\$15.00
		Total (*)	\$24.25
Biochemical Oxygen Demand:		Solids Testing (Gravimetric):	
5-Day (*)	\$34.90	Total (TS)	\$16.00
5-Day Carbonaceous (*)	\$36.50	Total Dissolved (TDS) (*)	\$27.00
5-Day Filtered (Dissolved)	\$45.80	Total Suspended (TSS) (*)	\$19.70
7-Day	\$42.00	Volatile Suspended (VSS) (*)	\$11.80
Extra Dilution (Each)	\$ 2.50	(after TSS)	
		Percent Solids, Total and Volatile	\$21.40
Chlorophyll "a"	\$24.20	Sulfate (*)	\$15.40
Chlorophyll "a" and Pheophytin	\$36.00	Turbidity (*) (**)	\$9.50
Chemical Oxygen Demand (*)	\$24.50	UV254	\$25.00
Chloride (*)	\$15.40	Mercury (*) (**)	\$34.00
Conductance, Specific (*) (**)	\$10.00		
Cyanide:			
Total (*)	\$39.50		
Amenable to Chlorination (*)	\$65.60		
Fluoride, Total (**)	\$15.40	Metals (EPA 200.8) (*) (**) (***):	\$16.00 ea.
Glycols	\$21.70		
Hardness (*) (**)	\$26.00	Aluminum	Lead
		Arsenic	Manganese
Nitrogen:		Antimony	Molybdenum
Ammonia (*)	\$22.80	Barium	Nickel
Ammonia by Distillation (*)	\$28.50	Beryllium	Selenium
Kjeldahl, Total (*)	\$35.50	Boron	Silver
Nitrate (*)	\$15.40	Cadmium	Thallium
Nitrite (*)	\$15.40	Chromium	Tin
Total	\$45.00	Cobalt	Titanium
		Copper	Vanadium
Oil and Grease (*)	\$60.00	Iron	Zinc
Organic Carbon:		Minerals (*):	\$16.00 ea.
Dissolved	\$23.00		
Total (*) (**)	\$15.75	Calcium	
pH (*)	\$11.30	Magnesium	
		Potassium (***)	
		Silica	
		Sodium	

Solid Samples

Ammonia (***)	\$28.50
Chemical Oxygen Demand	\$41.50
Nitrogen, Kjeldahl, Total	\$30.50
Phosphorus, Total (***)	\$24.25
pH (***)	\$11.30
Mercury (***)	\$66.50
Metals Preparation	\$32.10

NELAP Accreditation
 *Non-Potable Water
 **Drinking Water
 *** Solids

EXHIBIT A

EXHIBIT A

MICROBIOLOGICAL ANALYSES

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$23.80
Heterotrophic Plate Count	\$21.90

Wastewater:

Coliform, Fecal (Membrane Filter (*))	\$17.07
Coliform, Fecal (MPN (**))	\$62.00
Coliform, Total (MPN-Q Tray)	\$21.35
E. Coli (MPN-Q Tray) (*)	\$21.35
Streptococcus, Fecal (Membrane. Filter) (*)	\$18.00
Heterotrophic Plate Count	\$21.90
Microscopic General Examination	\$25.00

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*):

3-Day (unpreserved)	\$165.00
BTEX (only)	\$168.00
Trip Blanks	\$103.00
Geosmin/MIB	\$107.00

EPA 625 (*):

Total Semi-Volatiles	\$211.00
Semi-Volatile Trip Blank	\$181.00

Pesticides/PCB

EPA 608 (*):

Full List	\$317.40
Chlorinated Pesticides (only)	\$209.70
PCB (aqueous and solid)	\$209.70

EPA 8082:

Polychlorinated Biphenyls (PCB)	\$154.25
---------------------------------	----------

BY QUOTE

Chromium Hexavalent
Oil and Grease (solids)
Organophosphate Pesticide
Phenols
TCLP Metals
TCLP Organic Compounds
Total Petroleum Hydrocarbons (solids and liquids)

NELAP Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

EXHIBIT A

EXHIBIT A

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

Composite Sample	\$ 210.00
Additional Composite Sample	\$ 105.00
Grab Sample	\$ 87.00
Additional Grab Sample	\$ 25.00
pH only	\$ 87.00
Field pH	\$ 29.00
Field Measurement	\$ 47.00
Sampling Event Cost for a Failed Sample	\$ 113.00
Industry Split Sample	\$ 29.00
Boat Fee	\$ 105.00
QA/QC Fee	\$ 23.00

PRETREATMENT ASSISTANCE

Inspection (permitted users)	\$ 700.00
Inspection (unpermitted users)	\$ 100.00
Permit Preparation (5yr permit)	\$2,000.00
Field Surveillance Event	\$1,063.00
Industrial User Survey Fee	Formula

Industrial User Survey Fee Formula:

(No. of Survey Entities¹ X \$3.75) + (No. of identified industrial users² X \$16.00)

Formula Footnotes:

¹ Users from the Texas Manufactures Guide List for Contracting Party's jurisdiction.

² Users that require further manufacturing process and discharge classification

PRETREATMENT SERVICES INCLUDE

- Grab Sampling
- Installation of Automatic Composite Samplers
- Field Testing Available
- Proper Field QA/QC
- Industry Split Sampling
- Sample Preservation
- Proper Chain of Custody
- Delivery to TRA Laboratory
- Sample Data Review with Report Summaries
- Appropriate Industrial User Pretreatment Classification
- Verification of Permit Application Data
- Chemical Inventory Review
- Permit Drafting
- Semiannual Report Review
- Appropriate Inspection Documentation
- Enforcement Guidance
- Consultation with Industries on Industrial Pretreatment

NELAP Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

EXHIBIT A

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2019. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time, run immediately on the next or a special run, will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS
Manager
Technical Services

JOHN DURBIN
Manager
Collection System Group

CRAIG HARVEY
Laboratory Division
Chief

JENNIFER MOORE
Environmental Service
Coordinator

CRAIG CROWDER
Technical Services
Engineer

CATHY SIEGER
Quality Assurance
Coordinator

NELAP Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

Work Session and Regular Meeting

11.

Meeting Date: 09/10/2019

Department: Finance

Pillars: Gold Standard for Financial Health

Milestones: Review town ordinances and regulations with a focus on modernization in order to facilitate redevelopment

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance of the Town of Addison, Texas Approving and Adopting the Annual Budget for the Fiscal year Beginning October 1, 2019 and Ending September 30, 2020, and Making Appropriations for Each Office, Department, Agency and Project of the Town, Providing That Expenditures for Said Fiscal Year Shall Be made in Accordance with the Adopted Budget, Unless Otherwise Authorized by an Ordinance Adopted By the City Council; Providing for Emergency Expenditures and Expenditures as Otherwise Allowed By Law.**

BACKGROUND:

This is the second public hearing regarding the Town of Addison's Annual Budget for Fiscal Year 2020 (FY 2020). The first public hearing was held on September 3, 2019 at a meeting that began at 5:00 pm in Council Chambers.

The proposed FY2020 budget provides an appropriation of \$93,613,651. Listed below is a breakdown of funds:

Fund	Amount
General	\$43,463,976
Hotel	\$7,867,706
Debt Service Combined	\$6,975,938
Economic Development	\$1,870,331
Airport	\$7,608,175
Utility	\$14,925,660
Stormwater	\$2,668,771
Combined Replacement	\$3,619,831
Combined Grants	\$13,700
Combined Special Revenues	\$4,599,563
Total	\$93,613,651

Significant items in the proposed budget include:

- Revenues for all funds total approximately \$84.2 million, a slight change compared to FY 2019. Primary revenues sources are property tax (\$27.5 million), sales tax (\$13.7 million), hotel occupancy tax (\$5.5 million) and utility service fees (\$13.0 million).
- Staffing level of 289.7 Full-time Equivalent (FTE) positions. This is an increase of 11.2 FTE's over FY 2019.
- Employee compensation allocation of approximately \$969 thousand in all funds for merit increases plus benefits. This provides a pool equivalent to a 4 percent merit increase.
- Significant decision packages include:
 - Fire Station Bay Air Filtration System (\$113 thousand),
 - Bay Door Replacement at Fire Stations (\$180 thousand),
 - Computer Maintenance Management System (\$125 thousand),
 - Replacement Plantings (\$155 thousand),
 - Facilities Maintenance Funds (\$170 thousand),
 - Trails and Bicycle Path Master Plan (\$117.7 thousand),
 - Athletic Club Building Updates (\$451.5 thousand),
 - Funds for Asset Management Implementation (\$800 thousand),
 - Funds for Enhanced Street Maintenance (\$1.06 million).

The FY 2020 proposed five-year capital improvements budget totals \$41.5 million. Significant projects include:

- Midway Road Reconstruction (\$15 million),
- Vitruvian Development Next Phase (\$2.6 million),
- Belt Line Road Phase 1.5 (\$2.1 million),
- License Plate Recognition System Expansion (\$1.4 million),
- Start of Airport Customs Facility Construction (\$5.7 million),
- Celestial Ground Storage Tank Rehabilitation (\$1.7 million),
- Chlorine Booster Station (\$1.0 million),
- Basin I Sanitary Sewer Re-route (\$1.7 million),
- Water System Improvements (\$1.4 million),
- Stormwater Assessment Basin Improvements (\$1.5 million).

The proposed property tax rate for FY2020 is \$0.591133 per \$100 of valuation. This rate exceeds the Effective Tax Rate of \$0.552371, but not higher than the Rollback Rate of \$0.591133, which is the highest rate the Town may adopt before voters are entitled to petition for an election to limit the rate to the rollback rate. The proposed tax is higher than last year's adopted tax rate of \$0.550000 per \$100 of valuation. This tax rate will generate a total property tax revenue budget of \$27,514,819. These property tax revenues and rates are distributed as follows:

Fund	Property Tax Rate (per \$100 of valuation)	Property Tax Rate Revenues
General	\$0.411833	\$19,107,178
Economic Development	\$0.023716	\$1,105,981
Infrastructure Investment	\$0.006201	\$288,422
Debt Service	\$0.149383	\$7,013,238
Total	\$0.591133	\$27,514,819

	Taxable Home Value	Property Tax
FY 2020	\$331,280	\$1,958.30
FY 2019	\$319,582	\$1,757.70
Difference		\$200.60

Texas Local Government Code (LGC) Sec. 102.006 requires the governing body of a municipality to hold a public hearing on the proposed budget and provide for public notice of the date, time and location of the hearing. The first public hearing was held on September 3, 2019 at 5:00 pm in Council Chambers. This notice was published in the Dallas Morning News on Friday, August 16, 2019. Included with this agenda item is a copy of the publication.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Fiscal Year 2020 Budget Adoption
Presentation - Fiscal Year 2020 Budget Adoption
Notice - Fiscal Year 2020 Proposed Budget

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, AND MAKING APPROPRIATIONS FOR EACH OFFICE, DEPARTMENT, AGENCY, AND PROJECT OF THE TOWN, PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE ADOPTED BUDGET, UNLESS OTHERWISE AUTHORIZED BY AN ORDINANCE ADOPTED BY THE CITY COUNCIL; PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS OTHERWISE ALLOWED BY LAW; PROVIDING FOR A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Charter and State law, the City Manager of the Town of Addison, Texas (“City”) has heretofore filed with the City Secretary a proposed budget for the City covering the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, the City, in accordance with law, posted the proposed budget on its internet website and made the same available for inspection by any person, and held two public hearings regarding the proposed budget and provided notice of such public hearing, and during the public hearings on the budget, all interested persons were given the opportunity to be heard for or against any item contained in said budget, and all said persons were heard, after which the public hearings were closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper and should be approved and adopted; and

WHEREAS, the adoption of said budget will require raising more revenue from property taxes than in the previous year, and the City Council has ratified (or will ratify), by separate vote, the property tax increase reflected in the said budget.

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

Section 1. The above and foregoing recitals are true and correct and are incorporated into this Ordinance and made a part hereof for all purposes.

Section 2. That the budget for the Town of Addison, Texas for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, a true and correct copy of which is attached to this Ordinance as **Exhibit A**, is hereby adopted and approved. As set forth in the said budget, the sum of \$93,613,651 is hereby appropriated for budget expenditures and expenditures during the fiscal year shall be made in accordance with the budget approved by this Ordinance unless otherwise authorized by a duly enacted ordinance of the City.

Section 3. The budget as adopted hereby shall be deemed the official budget for the Town of Addison, Texas for the said fiscal year and a copy of the same attached hereto and marked as “**Exhibit A**” shall be filed and kept on file with the City Secretary, shall be posted on the City’s internet website, shall be filed with the Dallas County Clerk and the State Comptroller of Public Accounts at Austin in accordance with the Town Charter and state law, and shall be open to inspection by any interested persons. In addition, the record vote of each member of the City Council by name voting on the adoption of the budget shall be posted on the City’s internet website until the first anniversary of the date the budget is adopted.

Section 4. Pursuant to state law, no expenditure of the funds of the City shall hereafter be made except in compliance with the budget and applicable state law; provided, however, that in case of grave public necessity emergency expenditures to meet unusual and unforeseen conditions, which could not by reasonable, diligent thought and attention have been included in the original budget, may from time to time be authorized by the City Council as amendments to the original budget. Pursuant to the City’s Charter and state law, the Council may make emergency appropriations to address a public emergency affecting life, health, property or the public peace and other appropriations as authorized thereby.

Section 5. Funds for the capital improvements listed for FY2020 are hereby appropriated and the entire Capital Improvements Plan for fiscal year ending 2020 is hereby adopted. As set forth in the said budget, the sum of \$41,535,583 is hereby appropriated for capital improvements and expenditures during the fiscal year shall be made in accordance with the budget approved by this Ordinance unless otherwise authorized by a duly enacted ordinance of the City.

Section 6. The cover page for the budget attached to this Ordinance, that includes the property tax rates for the current fiscal year, including (a) the property tax rate, (b), the effective tax rate, (c) the effective maintenance and operations tax rate, (d) the rollback tax rate, and (e) the debt service rate, shall be and is hereby filed with the City Secretary and shall be posted on the City’s internet website.

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

Section 8. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid, void, unlawful or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, voidness, unlawfulness or unconstitutionality, which remaining portions shall remain in full force and effect.

Section 9. This Ordinance shall take effect upon its passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS on this
the 10th day of September 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Town of Addison Fiscal Year 2019-2020 Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of \$2,500,388, which is a 9.6 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$495,527.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not
voting:

ABSENT:

Property Tax Rate Comparison

	2019-2020	2018-2019
Property Tax Rate:	\$0.591133/100	\$0.550000/100
Effective Tax Rate:	\$0.552371/100	\$0.527064/100
Effective Maintenance & Operations Tax Rate:	\$0.409028/100	\$0.380255/100
Rollback Tax Rate:	\$0.591133/100	\$0.553323/100
Debt Rate:	\$0.149383/100	\$0.142648/100

Total debt obligation for Town of Addison secured by property taxes: \$6,966,638

EXHIBIT A

TOWN OF ADDISON COMBINED SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BY CATEGORY FY2019-20														
	General Fund	Special Revenue Funds Economic Development Combined Grants Combined Other	Debt Service Combined Debt Service	Capital Infrastructure Investment	Proprietary Funds Airport Utility Stormwater			Internal Combined Replacement	Total All Funds Budget 2019-20 Estimated 2018-19 Actual 2017-18					
BEGINNING BALANCES	\$ 18,084,229	\$ 3,026,502	\$ 1,439,491	\$ 34,667	\$ 4,042,847	\$ 189,835	\$ 4,698,143	\$ 5,258,363	\$ 11,385,841	\$ 5,713,480	\$ 6,113,268	\$ 59,986,666	\$ 64,026,133	\$ 57,002,452
REVENUES:														
Ad valorem tax	\$ 19,107,178	\$ -	\$ 1,105,981	\$ -	\$ -	\$ 7,013,238	\$ 288,422	\$ -	\$ -	\$ -	\$ -	\$ 27,514,819	\$ 25,084,119	\$ 23,783,670
Non-property taxes	14,840,000	5,540,000	-	-	-	-	-	-	-	-	-	20,380,000	21,953,000	23,148,710
Franchise fees	2,332,100	-	-	-	50,000	-	-	-	-	-	-	2,382,100	2,635,000	2,624,458
Licenses and permits	740,200	-	-	-	-	-	-	-	-	-	-	740,200	798,000	1,406,205
Intergovernmental	-	-	-	8,100	-	-	-	50,000	-	-	-	58,100	64,000	166,322
Service fees	1,966,590	1,297,500	50,500	-	-	-	-	1,054,000	13,028,013	2,349,795	2,044,863	21,791,261	22,181,498	20,633,584
Fines and penalties	352,000	-	-	-	30,000	-	-	-	-	-	-	382,000	380,100	358,737
Rental income	7,600	627,000	-	-	-	-	-	4,509,000	-	-	-	5,143,600	6,057,821	5,108,748
Interest & other income	103,000	105,000	30,000	400	4,500	16,000	60,000	80,000	94,600	53,900	68,800	616,200	535,200	2,234,006
TOTAL OPERATIONAL REVENUE	\$ 39,448,668	\$ 7,569,500	\$ 1,186,481	\$ 8,500	\$ 84,500	\$ 7,029,238	\$ 348,422	\$ 5,693,000	\$ 13,122,613	\$ 2,403,695	\$ 2,113,663	\$ 79,008,280	\$ 79,689,538	\$ 79,454,440
Transfers from other funds	-	-	768,000	-	4,015,400	-	400,000	-	-	-	-	5,183,400	6,186,504	4,118,152
TOTAL REVENUES	\$ 39,448,668	\$ 7,569,500	\$ 1,954,481	\$ 8,500	\$ 4,099,900	\$ 7,029,238	\$ 748,422	\$ 5,693,000	\$ 13,122,613	\$ 2,403,695	\$ 2,113,663	\$ 84,191,680	\$ 85,876,042	\$ 83,572,592
TOTAL AVAILABLE RESOURCES	\$ 57,532,897	\$ 10,596,002	\$ 3,393,972	\$ 43,167	\$ 8,142,747	\$ 7,219,073	\$ 5,446,565	\$ 10,951,363	\$ 24,508,454	\$ 8,117,175	\$ 8,226,931	\$ 144,178,346	\$ 149,902,175	\$ 140,575,044
EXPENDITURES:														
Personnel Services	\$ 25,208,310	\$ 1,830,035	\$ 479,272	\$ -	\$ 23,163	\$ -	\$ -	\$ 470,762	\$ 2,264,720	\$ 304,134	\$ -	\$ 30,580,396	\$ 28,800,290	\$ 25,928,429
Supplies	1,406,397	110,349	23,645	-	216,200	-	-	41,000	217,990	20,597	-	2,036,178	1,908,431	1,674,534
Maintenance	3,453,368	430,199	23,237	-	391,000	-	-	3,361,469	495,622	210,700	-	8,365,595	8,256,629	6,586,559
Contractual Services	7,496,828	4,595,045	1,327,180	13,700	1,042,700	9,300	-	691,276	8,198,673	367,874	8,000	23,750,576	24,706,749	22,540,056
Capital Replacement / Lease	1,410,673	74,078	16,997	-	-	-	-	217,258	331,857	-	-	2,050,863	2,147,524	1,599,443
Debt Service	-	-	-	-	-	6,966,638	-	853,910	1,513,798	544,466	-	9,878,812	9,252,756	9,633,489
Capital Outlay	73,000	60,000	-	-	780,500	-	-	-	90,000	40,000	3,611,831	4,655,331	2,641,494	1,719,174
TOTAL OPERATIONAL EXPENDITURES	\$ 39,048,576	\$ 7,099,706	\$ 1,870,331	\$ 13,700	\$ 2,453,563	\$ 6,975,938	\$ -	\$ 5,635,675	\$ 13,112,660	\$ 1,487,771	\$ 3,619,831	\$ 81,317,751	\$ 77,713,873	\$ 69,681,884
Transfers to other funds	4,415,400	768,000	-	-	-	-	-	-	-	-	-	5,183,400	6,186,504	4,118,152
Capital Improvements	-	-	-	-	2,146,000	-	-	1,972,500	1,813,000	1,181,000	-	7,112,500	6,015,132	2,749,075
TOTAL EXPENDITURES	\$ 43,463,976	\$ 7,867,706	\$ 1,870,331	\$ 13,700	\$ 4,599,563	\$ 6,975,938	\$ -	\$ 7,608,175	\$ 14,925,660	\$ 2,668,771	\$ 3,619,831	\$ 93,613,651	\$ 89,915,509	\$ 76,548,911
ENDING FUND BALANCES	\$ 14,068,921	\$ 2,728,296	\$ 1,523,641	\$ 29,467	\$ 3,543,184	\$ 243,135	\$ 5,446,565	\$ 3,343,188	\$ 9,582,794	\$ 5,448,404	\$ 4,607,100	\$ 50,964,695	\$ 59,986,666	\$ 64,026,133
Fund Balance Percentage	36.0%	38.4%	81.5%	215.1%	144.4%	3.5%	0.0%	59.3%	73.1%	366.2%	127.3%	62.2%	77.2%	91.9%

EXHIBIT A

TOWN OF ADDISON PERSONNEL SUMMARY FY2019-20					
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20	DIFFERENCE 2018 to 2019
GENERAL FUND					
City Secretary					
City Secretary	1.0	1.0	1.0	1.0	-
	1.0	1.0	1.0	1.0	-
City Manager's Office					
City Manager	1.0	1.0	1.0	1.0	-
Deputy City Manager	2.0	2.0	2.0	2.0	-
Assistant to the City Manager	1.0	1.0	1.0	1.0	-
Management Assistant	-	-	1.0	1.0	1.0
Administrative Assistant	1.0	1.0	1.0	1.0	-
Volunteer Coordinator	0.5	0.5	0.5	0.5	-
	5.5	5.5	6.5	6.5	1.0
Finance Department					
Chief Financial Officer	1.0	1.0	1.0	1.0	-
Controller	1.0	1.0	1.0	1.0	-
Accounting Manager	1.0	1.0	1.0	1.0	-
Purchasing Manager	1.0	1.0	1.0	1.0	-
Budget Manager	1.0	1.0	1.0	1.0	-
Senior Accountant	2.0	2.0	2.0	2.0	-
Senior Budget Analyst	1.0	1.0	1.0	1.0	-
Accountant	1.0	1.0	2.0	2.0	1.0
Payroll Specialist	1.0	1.0	-	-	(1.0)
Accounting Specialist	3.0	3.0	3.0	3.0	-
	13.0	13.0	13.0	13.0	-
General Services					
Director of General Services	1.0	1.0	1.0	1.0	-
Assistant Director	1.0	-	-	-	-
Management Assistant	-	1.0	1.0	1.0	-
Facilities Supervisor	1.0	1.0	1.0	1.0	-
Department Assistant	0.5	0.5	0.5	0.5	-
Facilities Specialist	1.0	1.0	1.0	1.0	-
Facilities Assistant	1.0	1.0	1.0	1.0	-
	5.5	5.5	5.5	5.5	-
Municipal Court					
Municipal Court Administrator	1.0	1.0	1.0	1.0	-
Lead Deputy Court Clerk	1.0	1.0	1.0	1.0	-
Deputy Court Clerk	2.8	2.8	2.0	2.0	(0.8)
Municipal Judge	1.0	1.0	1.0	1.0	-
	5.8	5.8	5.0	5.0	(0.8)
Human Resources					
Director of Human Resources	1.0	1.0	1.0	1.0	-
Human Resources Generalist	1.0	1.0	1.0	1.0	-
Human Resources Analyst	1.0	1.0	1.0	1.0	-
Human Resources Coordinator	1.0	1.0	1.0	1.0	-
	4.0	4.0	4.0	4.0	-

EXHIBIT A

TOWN OF ADDISON PERSONNEL SUMMARY FY2019-20					
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20	DIFFERENCE 2018 to 2019
Information Technology					
Ex. Director of Business Performance	1.0	1.0	1.0	1.0	-
Senior Software Developer	1.0	1.0	1.0	1.0	-
Network Specialist	5.0	5.0	5.0	5.0	-
	7.0	7.0	7.0	7.0	-
Police					
Police Chief	1.0	1.0	1.0	1.0	-
Assistant Police Chief	1.0	1.0	1.0	1.0	-
Captain	1.0	1.0	1.0	1.0	-
Lieutenant	4.0	4.0	4.0	5.0	1.0
Sergeant	7.0	7.0	7.0	8.0	1.0
Police Records Supervisor	1.0	1.0	1.0	1.0	-
Animal Control Supervisor	1.0	1.0	1.0	1.0	-
Police Officer	47.0	47.0	47.0	47.0	-
Animal Control Officer	2.0	2.0	2.0	2.0	-
Department Assistant	3.0	3.0	3.0	3.0	-
Police Records Clerk	2.0	2.0	2.0	2.0	-
Crime Analyst	1.0	1.0	1.0	1.0	-
Property & Evidence Technician	-	1.0	1.0	1.0	-
	71.0	72.0	72.0	74.0	2.0
Fire					
Fire Chief	1.0	1.0	1.0	1.0	-
Deputy Fire Chief	1.0	1.0	1.0	1.0	-
Battalion Chief	3.0	3.0	3.0	3.0	-
Battalion Chief - Administration	-	-	-	1.0	1.0
Fire Captain	3.0	3.0	3.0	3.0	-
Fire Marshal	1.0	1.0	1.0	1.0	-
Fire Prevention Technician	1.0	1.0	1.0	1.0	-
Fire Lieutenant	6.0	6.0	6.0	6.0	-
Fire Equipment Operator/Paramedic	9.0	9.0	9.0	9.0	-
Firefighter/Paramedic	30.0	30.0	30.0	30.0	-
Fire Administrative Supervisor	1.0	1.0	1.0	1.0	-
Department Assistant	1.0	1.0	1.0	1.0	-
	57.0	57.0	57.0	58.0	1.0
Development Services					
Director of Development Services	-	-	1.0	1.0	1.0
Assistant Director of Development Services	1.0	1.0	-	-	(1.0)
Building Official	1.0	1.0	1.0	1.0	-
Environmental Health Manager	1.0	1.0	1.0	1.0	-
Senior Environmental Health Inspector	-	-	-	1.0	1.0
Senior Planner	1.0	1.0	1.0	1.0	-
Plans Examiner	1.0	1.0	1.0	1.0	-
Combination Building Inspector	2.0	2.0	2.0	2.0	-
Environmental Health Specialist	1.0	1.0	1.0	1.0	-
Code Enforcement Officer	1.0	1.0	1.0	1.0	-
Department Assistant	1.0	1.0	1.0	1.0	-
Permit Technician	1.0	1.0	1.0	1.0	-
Records Clerk	-	1.0	1.0	1.0	-
	11.0	12.0	12.0	13.0	1.0

EXHIBIT A

TOWN OF ADDISON PERSONNEL SUMMARY FY2019-20					
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20	DIFFERENCE 2018 to 2019
Streets					
Streets and Stormwater Manager	0.4	0.4	0.4	0.4	-
Streets Maintenance Supervisor	1.0	1.0	1.0	1.0	-
Signs and Signals Technician	1.0	2.0	2.0	2.0	-
Street Maintenance Worker	3.0	3.0	3.0	3.0	-
Street Crew Leader	1.0	1.0	1.0	1.0	-
	6.4	7.4	7.4	7.4	-
Parks					
Director of Parks and Recreation	1.0	1.0	1.0	1.0	-
Parks Contracts Manager	1.0	1.0	1.0	1.0	-
Assistant Parks Director	1.0	1.0	-	-	(1.0)
Landscape Architect	-	-	1.0	1.0	1.0
Parks Superintendent	1.0	1.0	1.0	1.0	-
Parks Supervisor	3.0	3.0	3.0	4.0	1.0
Licensed Irrigator	3.0	3.0	3.0	3.0	-
Parks Maintenance Technician	1.0	1.0	1.0	1.0	-
Electrician	-	-	-	1.0	1.0
Department Assistant	1.0	1.0	1.0	1.0	-
Groundskeeper - III	2.0	1.0	1.0	1.0	-
Groundskeeper - II	2.0	2.0	2.0	2.0	-
Groundskeeper - I	6.0	6.0	6.0	8.0	2.0
	22.0	21.0	21.0	25.0	4.0
Recreation					
Assistant Director of Recreation	1.0	1.0	1.0	1.0	-
Recreation Supervisor	2.0	2.0	2.0	2.0	-
Recreation Coordinator	2.0	2.0	2.0	2.0	-
Pool Supervisor	0.2	0.2	0.2	0.2	-
Department Assistant	1.0	1.0	1.0	1.0	-
Senior Lifeguard	0.2	0.2	0.2	0.2	-
Recreation Assistant	3.5	3.5	3.5	3.5	-
Childcare Assistant	1.0	1.0	1.0	1.0	-
Camp Counselor	0.8	0.8	0.8	0.8	-
Custodian	1.0	1.0	1.0	1.0	-
Lifeguard	2.0	2.0	2.0	2.0	-
Facility Attendant	1.0	1.0	1.0	1.0	-
	15.7	15.7	15.7	15.7	-
GENERAL FUND TOTAL	224.9	226.9	227.1	235.1	8.2
HOTEL FUND					
Conference Centre					
Conference Centre Supervisor	1.0	1.0	1.0	1.0	-
Conference Centre Sales Coordinator	1.0	1.0	1.0	1.0	-
Audio Visual Technician	1.0	1.0	1.0	1.0	-
Conference Centre Events Coordinator	1.0	1.0	1.0	1.0	-
Office Assistant	1.0	1.0	1.0	1.0	-
Senior Conference Centre Attendant	1.0	1.0	1.0	1.0	-
Conference Centre Attendant	2.5	2.5	2.5	2.5	-
	8.5	8.5	8.5	8.5	-

EXHIBIT A

TOWN OF ADDISON PERSONNEL SUMMARY FY2019-20					
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20	DIFFERENCE 2018 to 2019
Communications & Marketing					
Director of Public Communications	1.0	1.0	1.0	1.0	-
Marketing and Communications Specialist	1.0	1.0	1.0	1.0	-
	2.0	2.0	2.0	2.0	-
Special Events					
Director of Special Events	1.0	1.0	1.0	1.0	-
Special Events Manager	1.0	1.0	1.0	1.0	-
Special Events Coordinator	1.0	1.0	1.0	1.0	-
Special Events Coordinator II	1.0	1.0	1.0	1.0	-
Department Assistant	0.5	0.5	0.5	0.5	-
	4.5	4.5	4.5	4.5	-
Addison Theatre Centre					
Technical Specialist	1.0	1.0	1.0	1.0	-
	1.0	1.0	1.0	1.0	-
General Hotel Operations					
Accounting Supervisor	1.0	1.0	1.0	1.0	-
	1.0	1.0	1.0	1.0	-
HOTEL FUND TOTAL	17.0	17.0	17.0	17.0	-
ECONOMIC DEVELOPMENT FUND					
Economic Development					
Director of Economic Development	1.0	1.0	1.0	1.0	-
Economic Development Manager	1.0	1.0	1.0	1.0	-
Department Assistant	1.0	1.0	1.0	1.0	-
	3.0	3.0	3.0	3.0	-
Tourism Services					
Tourism Coordinator	1.0	1.0	1.0	1.0	-
	1.0	1.0	1.0	1.0	-
ECONOMIC DEVELOPMENT FUND TOTAL	4.0	4.0	4.0	4.0	-
AIRPORT FUND					
Police Officer	3.0	3.0	3.0	3.0	-
GIS Manager	0.4	0.4	0.4	0.4	-
Management Assistant	-	1.0	1.0	1.0	-
	3.4	4.4	4.4	4.4	-
AIRPORT FUND TOTAL	3.4	4.4	4.4	4.4	-

EXHIBIT A

TOWN OF ADDISON PERSONNEL SUMMARY FY2019-20					
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20	DIFFERENCE 2018 to 2019
UTILITY FUND					
Utility Administration					
Director of Public Works and Engineering	1.0	1.0	1.0	1.0	-
Assistant Director of Infrastructure Services	1.0	1.0	1.0	1.0	-
GIS Manager	0.3	0.3	0.3	0.3	-
Streets and Stormwater Manager	0.3	0.3	0.3	0.3	-
Utilities Manager	2.0	2.0	2.0	2.0	-
Construction Inspector	2.0	3.0	3.0	3.0	-
Water Quality Specialist	1.0	1.0	1.0	2.0	1.0
Utility Operator - III	7.0	7.0	4.0	4.0	(3.0)
Utility Operator - II	1.0	1.0	-	2.0	1.0
Utility Operator - I	1.0	1.0	5.0	5.0	4.0
Project Manager	-	1.0	1.0	1.0	-
Utility Crew Leader	-	1.0	1.0	1.0	-
Department Assistant	1.0	1.0	1.0	1.0	-
Utility Billing Supervisor	0.8	-	-	-	-
Accounting Specialist	0.8	-	-	-	-
	19.2	20.6	20.6	23.6	3.0
Utility Billing					
Utility Billing Supervisor	-	0.8	0.8	0.8	-
Accounting Specialist	-	0.8	0.8	0.8	-
	-	1.6	1.6	1.6	-
UTILITY FUND TOTAL	19.2	22.2	22.2	25.2	3.0
STORMWATER FUND					
GIS Manager	0.3	0.3	0.3	0.3	-
Streets and Stormwater Manager	0.3	0.3	0.3	0.3	-
Management Assistant	1.0	1.0	1.0	1.0	-
Utility Billing Supervisor	0.2	0.2	0.2	0.2	-
Accounting Specialist	0.2	0.2	0.2	0.2	-
Stormwater Operator	-	2.0	2.0	2.0	-
	2.0	4.0	4.0	4.0	-
STORMWATER FUND TOTAL	2.0	4.0	4.0	4.0	-
ALL FUNDS TOTAL	270.5	278.5	278.7	289.7	11.2

EXHIBIT A

TOWN OF ADDISON GENERAL FUND BY DEPARTMENT FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 16,368,038	\$ 17,832,687	\$ 20,962,956	\$ 18,084,229
TOTAL OPERATIONAL REVENUE	\$ 40,303,530	\$ 37,452,906	\$ 39,027,766	\$ 39,448,668
TOTAL AVAILABLE RESOURCES	\$ 56,671,568	\$ 55,285,593	\$ 59,990,722	\$ 57,532,897
EXPENDITURES:				
General Government:				
City Secretary	\$ 180,167	\$ 180,089	\$ 180,089	\$ 207,783
City Manager	1,098,973	1,148,976	1,148,976	1,246,999
Finance	1,832,385	1,820,814	1,820,814	1,849,829
General Services	637,461	742,211	742,211	766,195
Municipal Court	623,809	737,885	737,885	739,563
Human Resources	629,992	696,206	696,206	713,207
Information Technology	1,865,571	2,100,593	2,100,593	2,220,737
Combined Services	1,186,403	1,360,626	1,360,626	1,388,593
City Council	312,580	341,507	341,507	341,691
	\$ 8,367,341	\$ 9,128,907	\$ 9,128,907	\$ 9,474,597
Public Safety:				
Police	\$ 8,726,035	\$ 9,509,734	\$ 9,509,734	\$ 9,988,388
Emergency Communications	1,375,968	1,383,152	1,383,152	1,432,188
Fire	7,713,285	7,851,079	7,851,079	8,362,015
	\$ 17,815,288	\$ 18,743,965	\$ 18,743,965	\$ 19,782,591
Development Services	\$ 1,374,246	\$ 1,611,844	\$ 1,611,844	\$ 1,626,900
Streets	\$ 1,895,171	\$ 2,204,253	\$ 2,204,253	\$ 2,220,634
Parks and Recreation:				
Parks	\$ 3,381,066	\$ 3,882,652	\$ 3,882,652	\$ 4,044,545
Recreation	1,673,500	1,863,368	1,863,368	1,899,309
	\$ 5,054,566	\$ 5,746,020	\$ 5,746,020	\$ 5,943,854
TOTAL OPERATIONAL EXPENDITURES	\$ 34,506,612	\$ 37,434,989	\$ 37,434,989	\$ 39,048,576
Transfers to other funds	1,202,000	4,108,415	4,471,504	4,415,400
TOTAL EXPENDITURES	\$ 35,708,612	\$ 41,543,404	\$ 41,906,493	\$ 43,463,976
ENDING FUND BALANCES	\$ 20,962,956	\$ 13,742,189	\$ 18,084,229	\$ 14,068,921
Fund Balance Percentage	60.8%	36.7%	48.3%	36.0%

EXHIBIT A

TOWN OF ADDISON SELF-FUNDED PROJECTS FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 1,535,820	\$ 1,573,520	\$ 1,516,049	\$ 551,138
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	19,933	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 19,933	\$ -	\$ -	\$ -
Transfers from other funds	1,302,000	3,108,415	3,471,504	4,015,400
TOTAL REVENUES	\$ 1,321,933	\$ 3,108,415	\$ 3,471,504	\$ 4,015,400
TOTAL AVAILABLE RESOURCES	\$ 2,857,753	\$ 4,681,935	\$ 4,987,553	\$ 4,566,538
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	29,855	29,855	167,200
Maintenance	-	166,560	322,560	390,000
Contractual Services	667,157	1,816,500	1,276,411	1,042,700
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	166,425	354,500	235,500	780,500
TOTAL OPERATIONAL EXPENDITURES	\$ 833,582	\$ 2,367,415	\$ 1,864,326	\$ 2,380,400
Transfers to other funds	-	-	-	-
Capital Projects (Cash Funded)				
Enhanced Street Maintenance	-	700,000	600,000	1,060,000
Asset Management Implementation	-	-	387,000	800,000
Bridge and Gazebo Renovations	-	286,000	-	286,000
Dome Park	254,962	-	-	-
Outdoor Pool Filters	115,800	-	-	-
Indoor Pool Resurfacing	-	180,000	180,000	-
Athletic Center Renovations	137,360	1,042,000	1,405,089	-
TOTAL EXPENDITURES	\$ 1,341,704	\$ 4,575,415	\$ 4,436,415	\$ 4,526,400
ENDING FUND BALANCES	\$ 1,516,049	\$ 106,520	\$ 551,138	\$ 40,138

EXHIBIT A

TOWN OF ADDISON GENERAL OBLIGATION DEBT SERVICE FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 370,527	\$ 398,027	\$ 168,535	\$ 189,835
REVENUES:				
Ad valorem Taxes	\$ 6,615,686	\$ 6,769,908	\$ 6,769,908	\$ 7,013,238
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	16,131	13,600	13,600	16,000
TOTAL OPERATIONAL REVENUE	\$ 6,631,817	\$ 6,783,508	\$ 6,783,508	\$ 7,029,238
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 6,631,817	\$ 6,783,508	\$ 6,783,508	\$ 7,029,238
TOTAL AVAILABLE RESOURCES	\$ 7,002,344	\$ 7,181,535	\$ 6,952,043	\$ 7,219,073
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	-	-	-
Maintenance	-	-	-	-
Contractual Services	3,739	2,000	2,000	9,300
Capital Replacement / Lease	-	-	-	-
Debt Service	6,830,070	6,760,208	6,760,208	6,966,638
Capital Outlay	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 6,833,809	\$ 6,762,208	\$ 6,762,208	\$ 6,975,938
Transfers to Utility Fund	-	-	-	-
TOTAL EXPENDITURES	\$ 6,833,809	\$ 6,762,208	\$ 6,762,208	\$ 6,975,938
ENDING FUND BALANCES	\$ 168,535	\$ 419,327	\$ 189,835	\$ 243,135

EXHIBIT A

TOWN OF ADDISON HOTEL SPECIAL REVENUE FUND BY DEPARTMENT FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 3,839,188	\$ 3,533,182	\$ 4,122,537	\$ 3,026,502
REVENUES:				
Hotel/Motel Occupancy Taxes	\$ 5,552,084	\$ 5,530,000	\$ 5,530,000	\$ 5,540,000
Proceeds from Special Events	1,570,391	2,647,700	2,647,700	1,297,500
Conference Centre Rental	629,278	620,000	620,000	630,000
Theatre Centre Rental	77,992	80,000	80,000	77,000
Interest Earnings and Other	59,961	17,000	17,000	25,000
TOTAL OPERATIONAL REVENUE	\$ 7,889,706	\$ 8,894,700	\$ 8,894,700	\$ 7,569,500
Transfers from other funds	495,352	-	-	-
TOTAL REVENUES	\$ 8,385,058	\$ 8,894,700	\$ 8,894,700	\$ 7,569,500
TOTAL AVAILABLE RESOURCES	\$ 12,224,246	\$ 12,427,882	\$ 13,017,237	\$ 10,596,002
EXPENDITURES:				
Addison Theatre Centre	\$ 352,605	\$ 395,452	\$ 395,452	\$ 421,938
Conference Centre	1,027,977	1,100,052	1,100,052	1,152,735
General Hotel Operations	150,178	161,470	161,470	144,173
Marketing	922,818	1,083,888	1,083,888	1,124,939
Performing Arts	445,000	445,000	445,000	445,000
Special Events	2,889,450	4,060,994	4,060,994	2,812,567
Special Events Operations	937,755	982,525	982,525	998,354
TOTAL OPERATIONAL EXPENDITURES	\$ 6,725,783	\$ 8,229,381	\$ 8,229,381	\$ 7,099,706
Transfer to Hotel Debt Service Fund	710,800	-	-	-
Transfer to Economic Development Fund	610,000	715,000	715,000	768,000
Capital Projects (Cash Funded)				
Addison Circle Fountain Repair	55,126	785,000	1,046,354	-
TOTAL EXPENDITURES	\$ 8,101,709	\$ 9,729,381	\$ 9,990,735	\$ 7,867,706
ENDING FUND BALANCES	\$ 4,122,537	\$ 2,698,501	\$ 3,026,502	\$ 2,728,296
Fund Balance Percentage	61.3%	32.8%	36.8%	38.4%

EXHIBIT A

TOWN OF ADDISON ECONOMIC DEVELOPMENT FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 1,295,762	\$ 1,251,488	\$ 1,437,025	\$ 1,439,491
REVENUES:				
Ad valorem Taxes	\$ 1,024,998	\$ 1,080,834	\$ 1,080,834	\$ 1,105,981
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	58,304	60,500	60,500	50,500
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	23,162	7,000	7,000	30,000
TOTAL OPERATIONAL REVENUE	\$ 1,106,464	\$ 1,148,334	\$ 1,148,334	\$ 1,186,481
Transfers from other funds	610,000	715,000	715,000	768,000
TOTAL REVENUES	\$ 1,716,464	\$ 1,863,334	\$ 1,863,334	\$ 1,954,481
TOTAL AVAILABLE RESOURCES	\$ 3,012,226	\$ 3,114,822	\$ 3,300,359	\$ 3,393,972
EXPENDITURES:				
Personnel Services	\$ 412,407	\$ 463,125	\$ 463,125	\$ 479,272
Supplies	16,200	23,604	23,604	23,645
Maintenance	16,980	22,866	22,866	23,237
Contractual Services	1,011,926	1,329,252	1,329,252	1,327,180
Capital Replacement / Lease	17,688	22,021	22,021	16,997
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 1,475,201	\$ 1,860,868	\$ 1,860,868	\$ 1,870,331
Transfers to other funds	100,000	-	-	-
TOTAL EXPENDITURES	\$ 1,575,201	\$ 1,860,868	\$ 1,860,868	\$ 1,870,331
ENDING FUND BALANCES	\$ 1,437,025	\$ 1,253,954	\$ 1,439,491	\$ 1,523,641
Fund Balance Percentage	97.4%	67.4%	77.4%	81.5%

EXHIBIT A

TOWN OF ADDISON UTILITY FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 12,061,540	\$ 12,491,072	\$ 12,237,041	\$ 11,385,841
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Water Sales	6,997,055	6,998,344	6,605,912	7,051,676
Sewer Charges	5,073,338	5,585,953	5,493,943	5,876,062
Tap Fees & Other	18,496	25,275	25,275	25,275
Penalties	89,342	75,000	75,000	75,000
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	225,792	79,600	94,600	94,600
TOTAL OPERATIONAL REVENUE	\$ 12,404,023	\$ 12,764,172	\$ 12,294,730	\$ 13,122,613
TOTAL AVAILABLE RESOURCES	\$ 24,465,563	\$ 25,255,244	\$ 24,531,771	\$ 24,508,454
EXPENDITURES:				
Personnel Services	\$ 1,578,303	\$ 2,057,126	\$ 2,057,126	\$ 2,264,720
Supplies	147,849	208,040	208,040	217,990
Maintenance	358,293	487,177	487,177	495,622
Contractual Services				
Water Purchases	3,871,343	3,519,797	3,395,144	3,435,039
Wastewater Treatment	3,341,843	2,978,229	3,197,300	3,373,435
Other Services	1,138,549	1,247,802	1,247,802	1,390,199
Capital Replacement / Lease	54,394	340,657	340,657	331,857
Debt Service	982,597	1,056,684	1,196,684	1,513,798
Capital Outlay	255,351	140,000	140,000	90,000
TOTAL OPERATIONAL EXPENDITURES	\$ 11,728,522	\$ 12,035,512	\$ 12,269,930	\$ 13,112,660
Transfer to Addison Grove Fund	500,000	-	-	-
Capital Projects (Cash Funded)				
Basin I Sanitary Sewer Re-route	-	1,900,000	651,000	1,650,000
Water System Improvements	-	350,000	-	138,000
Chlorine Booster Station	-	350,000	225,000	25,000
TOTAL EXPENDITURES	\$ 12,228,522	\$ 14,635,512	\$ 13,145,930	\$ 14,925,660
ENDING FUND BALANCES	\$ 12,237,041	\$ 10,619,732	\$ 11,385,841	\$ 9,582,794
Fund Balance Percentage	104.3%	88.2%	92.8%	73.1%

EXHIBIT A

TOWN OF ADDISON STORMWATER FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 4,064,547	\$ 5,149,726	\$ 5,417,133	\$ 5,713,480
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	2,170	-	-	-
Intergovernmental	-	-	-	-
Drainage Fees	2,137,942	2,134,800	2,243,799	2,349,795
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	201,598	30,000	30,000	53,900
TOTAL OPERATIONAL REVENUE	\$ 2,341,710	\$ 2,164,800	\$ 2,273,799	\$ 2,403,695
TOTAL AVAILABLE RESOURCES	\$ 6,406,257	\$ 7,314,526	\$ 7,690,932	\$ 8,117,175
EXPENDITURES:				
Personnel Services	\$ 157,845	\$ 312,464	\$ 312,464	\$ 304,134
Supplies	8,084	41,597	41,597	20,597
Maintenance	84,131	216,200	216,200	210,700
Contractual Services	189,334	351,083	351,083	367,874
Capital Replacement / Lease	-	-	-	-
Debt Service	522,210	546,108	546,108	544,466
Capital Outlay	13,760	50,000	10,000	40,000
TOTAL OPERATIONAL EXPENDITURES	\$ 975,364	\$ 1,517,452	\$ 1,477,452	\$ 1,487,771
Transfers to other funds	-	500,000	500,000	-
Capital Projects (Cash Funded)				
Stormwater Assessment Improvements	13,760	735,000	-	1,181,000
Vitruvian Pond Dredging	-	1,450,000	-	-
TOTAL EXPENDITURES	\$ 989,124	\$ 4,202,452	\$ 1,977,452	\$ 2,668,771
ENDING FUND BALANCES	\$ 5,417,133	\$ 3,112,074	\$ 5,713,480	\$ 5,448,404
Fund Balance Percentage	555.4%	205.1%	386.7%	366.2%

EXHIBIT A

TOWN OF ADDISON AIRPORT FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 5,037,537	\$ 4,475,490	\$ 4,854,289	\$ 5,258,363
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	50,000	50,000	50,000	50,000
Service Fees	1,102,841	1,062,791	1,163,215	1,054,000
Fines and Penalties	-	-	-	-
Rental Income	4,473,583	4,306,655	5,421,221	4,509,000
Interest and Other Income	719,627	24,500	24,500	80,000
TOTAL OPERATIONAL REVENUE	\$ 6,348,051	\$ 5,443,946	\$ 6,658,936	\$ 5,693,000
TOTAL AVAILABLE RESOURCES	\$ 11,383,588	\$ 9,919,436	\$ 11,513,225	\$ 10,951,363
EXPENDITURES:				
Personnel Services	\$ 378,066	\$ 446,673	\$ 446,673	\$ 470,762
Supplies	11,795	40,000	40,000	41,000
Maintenance	36,482	53,000	53,000	53,441
Contractual Services	194,042	249,308	249,308	261,983
Capital Replacement / Lease	26,823	222,292	222,292	217,258
Debt Service	588,112	902,466	749,756	853,910
Capital Outlay	279,034	-	-	-
Operator Contract - Maintenance	2,793,948	3,255,453	3,255,453	3,308,028
Operator Contract - Management Fees	452,169	407,380	407,380	429,293
TOTAL OPERATIONAL EXPENDITURES	\$ 4,760,471	\$ 5,576,572	\$ 5,423,862	\$ 5,635,675
Capital Projects (Cash Funded)				
Customs Facility	591,546	-	-	-
Bravo/Golf Taxiway Improvements	-	-	-	20,000
Runway 15/33 Redesignation / Taxiway Alpha Rejuven	-	147,520	-	-
Airport Wayfinding Signage	-	-	-	28,000
East Vehicle Service Road Realign/Reconstruction	-	400,000	-	720,000
Fuel Farm Exit Lane	-	115,000	115,000	-
Environmental Site Remediation	-	100,000	-	100,000
Collins Hangar Demolition	-	620,000	-	-
Fuel Road Reconstruction George Haddaway Dr.	-	191,000	38,000	753,000
Facility Repairs and Improvements	213,828	1,076,459	576,000	320,000
Wing Aviation Apron	361,777	-	32,000	-
EMASS Emergency Repairs	601,677	-	-	-
ADA Repairs and Improvements	-	31,500	70,000	31,500
Aircraft Rescue Firefighting Truck	-	-	-	700,000
TOTAL EXPENDITURES	\$ 6,529,299	\$ 8,258,051	\$ 6,254,862	\$ 8,308,175
ENDING FUND BALANCES	\$ 4,854,289	\$ 1,661,385	\$ 5,258,363	\$ 2,643,188
Fund Balance Percentage	102.0%	29.8%	96.9%	46.9%

EXHIBIT A

TOWN OF ADDISON PUBLIC SAFETY FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 46,900	\$ 40,100	\$ 48,524	\$ 23,724
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	948	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	676	200	200	400
TOTAL OPERATIONAL REVENUE	\$ 1,624	\$ 200	\$ 200	\$ 400
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 1,624	\$ 200	\$ 200	\$ 400
TOTAL AVAILABLE RESOURCES	\$ 48,524	\$ 40,300	\$ 48,724	\$ 24,124
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	25,000	25,000	-
Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ -	\$ 25,000	\$ 25,000	\$ -
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ 25,000	\$ 25,000	\$ -
ENDING FUND BALANCES	\$ 48,524	\$ 15,300	\$ 23,724	\$ 24,124

EXHIBIT A

TOWN OF ADDISON PEG FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 191,575	\$ 248,652	\$ 242,042	\$ 303,042
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	57,619	60,000	60,000	50,000
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	2,984	1,000	1,000	1,500
TOTAL OPERATIONAL REVENUE	\$ 60,603	\$ 61,000	\$ 61,000	\$ 51,500
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 60,603	\$ 61,000	\$ 61,000	\$ 51,500
TOTAL AVAILABLE RESOURCES	\$ 252,178	\$ 309,652	\$ 303,042	\$ 354,542
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	-	-	-
Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	10,136	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 10,136	\$ -	\$ -	\$ -
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 10,136	\$ -	\$ -	\$ -
ENDING FUND BALANCES	\$ 242,042	\$ 309,652	\$ 303,042	\$ 354,542

EXHIBIT A

TOWN OF ADDISON COURT TECHNOLOGY FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 74,667	\$ 33,267	\$ 33,370	\$ 22,070
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	10,995	9,500	13,100	13,500
Rental Income	-	-	-	-
Interest and Other Income	657	600	600	600
TOTAL OPERATIONAL REVENUE	\$ 11,652	\$ 10,100	\$ 13,700	\$ 14,100
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 11,652	\$ 10,100	\$ 13,700	\$ 14,100
TOTAL AVAILABLE RESOURCES	\$ 86,319	\$ 43,367	\$ 47,070	\$ 36,170
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	52,949	25,000	25,000	25,000
Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 52,949	\$ 25,000	\$ 25,000	\$ 25,000
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 52,949	\$ 25,000	\$ 25,000	\$ 25,000
ENDING FUND BALANCES	\$ 33,370	\$ 18,367	\$ 22,070	\$ 11,170
Fund Balance Percentage	63.0%	73.5%	88.3%	44.7%

EXHIBIT A

TOWN OF ADDISON BUILDING SECURITY FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 53,583	\$ 40,453	\$ 46,844	\$ 34,181
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	8,241	7,000	10,100	10,500
Rental Income	-	-	-	-
Interest and Other Income	689	400	400	500
TOTAL OPERATIONAL REVENUE	\$ 8,930	\$ 7,400	\$ 10,500	\$ 11,000
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 8,930	\$ 7,400	\$ 10,500	\$ 11,000
TOTAL AVAILABLE RESOURCES	\$ 62,513	\$ 47,853	\$ 57,344	\$ 45,181
EXPENDITURES:				
Personnel Services	\$ 15,669	\$ 23,163	\$ 23,163	\$ 23,163
Supplies	-	-	-	-
Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 15,669	\$ 23,163	\$ 23,163	\$ 23,163
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 15,669	\$ 23,163	\$ 23,163	\$ 23,163
ENDING FUND BALANCES	\$ 46,844	\$ 24,690	\$ 34,181	\$ 22,018
Fund Balance Percentage	299.0%	106.6%	147.6%	95.1%

EXHIBIT A

TOWN OF ADDISON CHILD SAFETY FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 86,908	\$ 80,306	\$ 84,284	\$ 70,284
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	3,473	2,800	5,400	5,500
Rental Income	-	-	-	-
Interest and Other Income	1,189	600	600	900
TOTAL OPERATIONAL REVENUE	\$ 4,662	\$ 3,400	\$ 6,000	\$ 6,400
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 4,662	\$ 3,400	\$ 6,000	\$ 6,400
TOTAL AVAILABLE RESOURCES	\$ 91,570	\$ 83,706	\$ 90,284	\$ 76,684
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	4,405	20,000	20,000	20,000
Maintenance	-	-	-	-
Contractual Services	2,881	-	-	-
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 7,286	\$ 20,000	\$ 20,000	\$ 20,000
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 7,286	\$ 20,000	\$ 20,000	\$ 20,000
ENDING FUND BALANCES	\$ 84,284	\$ 63,706	\$ 70,284	\$ 56,684
Fund Balance Percentage	1156.8%	318.5%	351.4%	283.4%

EXHIBIT A

TOWN OF ADDISON JUSTICE ADMINISTRATION FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 21,850	\$ 12,951	\$ 23,222	\$ 19,222
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	613	500	500	500
Rental Income	-	-	-	-
Interest and Other Income	759	500	500	600
TOTAL OPERATIONAL REVENUE	\$ 1,372	\$ 1,000	\$ 1,000	\$ 1,100
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 1,372	\$ 1,000	\$ 1,000	\$ 1,100
TOTAL AVAILABLE RESOURCES	\$ 23,222	\$ 13,951	\$ 24,222	\$ 20,322
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	4,000	4,000	4,000
Maintenance	-	1,000	1,000	1,000
Contractual Services	-	-	-	-
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
ENDING FUND BALANCES	\$ 23,222	\$ 8,951	\$ 19,222	\$ 15,322
Fund Balance Percentage		179.0%	384.4%	306.4%

EXHIBIT A

TOWN OF ADDISON INFRASTRUCTURE INVESTMENT FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 5,152,351	\$ 3,914,024	\$ 4,585,191	\$ 4,698,143
REVENUES:				
Ad valorem Taxes	\$ 268,143	\$ 282,641	\$ 282,641	\$ 288,422
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	-	-	-	-
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	67,936	20,000	20,000	60,000
TOTAL OPERATIONAL REVENUE	\$ 336,079	\$ 302,641	\$ 302,641	\$ 348,422
Transfers from other funds	-	1,000,000	1,000,000	400,000
TOTAL REVENUES	\$ 336,079	\$ 1,302,641	\$ 1,302,641	\$ 748,422
TOTAL AVAILABLE RESOURCES	\$ 5,488,430	\$ 5,216,665	\$ 5,887,832	\$ 5,446,565
EXPENDITURES:				
ADA Transition Plan	\$ 91,530	\$ -	\$ -	\$ -
Park Playground Structure Resurface	70,398	-	-	-
Belt Line Road Streetscape	73,381	-	126,619	-
Public Safety Facility Improvements	167,930	-	563,070	-
TOTAL EXPENDITURES	\$ 403,239	\$ -	\$ 689,689	\$ -
Transfer to Addison Grove Fund	500,000	500,000	500,000	-
TOTAL EXPENDITURES	\$ 903,239	\$ 500,000	\$ 1,189,689	\$ -
ENDING FUND BALANCES	\$ 4,585,191	\$ 4,716,665	\$ 4,698,143	\$ 5,446,565

EXHIBIT A

TOWN OF ADDISON GRANT FUNDS FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 31,058	\$ 31,059	\$ 34,167	\$ 34,667
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	106,322	14,000	14,000	8,100
Service Fees	-	-	-	-
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	758	200	200	400
TOTAL OPERATIONAL REVENUE	\$ 107,080	\$ 14,200	\$ 14,200	\$ 8,500
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 107,080	\$ 14,200	\$ 14,200	\$ 8,500
TOTAL AVAILABLE RESOURCES	\$ 138,138	\$ 45,259	\$ 48,367	\$ 43,167
EXPENDITURES:				
Personnel Services	\$ 8,000	\$ -	\$ -	\$ -
Supplies	19,742	-	-	-
Maintenance	-	-	-	-
Contractual Services	10,903	13,700	13,700	13,700
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	65,326	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 103,971	\$ 13,700	\$ 13,700	\$ 13,700
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 103,971	\$ 13,700	\$ 13,700	\$ 13,700
ENDING FUND BALANCES	\$ 34,167	\$ 31,559	\$ 34,667	\$ 29,467

EXHIBIT A

TOWN OF ADDISON INFORMATION TECHNOLOGY REPLACEMENT FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 2,593,490	\$ 2,543,014	\$ 3,083,129	\$ 2,521,653
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	793,822	853,524	853,524	756,863
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	47,972	7,000	7,000	8,800
TOTAL OPERATIONAL REVENUE	\$ 841,794	\$ 860,524	\$ 860,524	\$ 765,663
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 841,794	\$ 860,524	\$ 860,524	\$ 765,663
TOTAL AVAILABLE RESOURCES	\$ 3,435,284	\$ 3,403,538	\$ 3,943,653	\$ 3,287,316
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	169,517	-	103,000	-
Maintenance	40,056	-	-	-
Contractual Services	44,190	4,000	4,000	4,000
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	98,392	1,418,000	1,315,000	1,927,000
TOTAL OPERATIONAL EXPENDITURES	\$ 352,155	\$ 1,422,000	\$ 1,422,000	\$ 1,931,000
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 352,155	\$ 1,422,000	\$ 1,422,000	\$ 1,931,000
ENDING FUND BALANCES	\$ 3,083,129	\$ 1,981,538	\$ 2,521,653	\$ 1,356,316
Fund Balance Percentage	875.5%	139.3%	177.3%	70.2%

EXHIBIT A

TOWN OF ADDISON CAPITAL REPLACEMENT FUND FY2019-20				
	Actual 2017-18	Budget 2018-19	Estimated 2018-19	Budget 2019-20
BEGINNING BALANCES	\$ 2,685,054	\$ 2,606,941	\$ 3,110,609	\$ 3,591,615
REVENUES:				
Ad valorem Taxes	\$ -	\$ -	\$ -	\$ -
Non-Property Taxes	-	-	-	-
Franchise Fees	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Service Fees	800,000	1,288,000	1,288,000	1,288,000
Fines and Penalties	-	-	-	-
Rental Income	-	-	-	-
Interest and Other Income	215,229	50,000	50,000	60,000
TOTAL OPERATIONAL REVENUE	\$ 1,015,229	\$ 1,338,000	\$ 1,338,000	\$ 1,348,000
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 1,015,229	\$ 1,338,000	\$ 1,338,000	\$ 1,348,000
TOTAL AVAILABLE RESOURCES	\$ 3,700,283	\$ 3,944,941	\$ 4,448,609	\$ 4,939,615
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	-	-	-
Maintenance	-	-	-	-
Contractual Services	4,007	4,000	4,000	4,000
Capital Replacement / Lease	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	585,667	872,882	852,994	1,684,831
TOTAL OPERATIONAL EXPENDITURES	\$ 589,674	\$ 876,882	\$ 856,994	\$ 1,688,831
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 589,674	\$ 876,882	\$ 856,994	\$ 1,688,831
ENDING FUND BALANCES	\$ 3,110,609	\$ 3,068,059	\$ 3,591,615	\$ 3,250,784
Fund Balance Percentage	527.5%	349.9%	419.1%	192.5%

EXHIBIT A

TOWN OF ADDISON						
CAPITAL IMPROVEMENTS PROGRAM ALL FUNDS SUMMARY						
FY2019-20						
	Estimated 2018-19	Budget 2019-20	Budget 2020-21	Budget 2021-22	Budget 2022-23	Project Total
FUNDS						
General Obligation & Cert. of Obligation	\$ 4,165,086	\$ 21,952,200	\$11,535,000	\$ 11,535,000	\$ 501,500	\$ 49,688,786
General Fund Self-Funded Projects	2,572,089	2,146,000	-	-	-	4,718,089
Streets Self-Funded Fund	70,000	830,000	-	-	-	900,000
Infrastructure Investment Fund	689,689	-	-	-	-	689,689
Utility Certificates of Obligation	1,232,372	4,776,707	2,195,707	1,304,000	1,882,000	11,390,786
Utility Fund Cash Reserves	876,000	1,813,000	388,000	294,000	515,000	3,886,000
Stormwater Certificates of Obligation	3,066,168	316,000	279,000	-	-	3,661,168
Stormwater Fund Cash Reserves	-	1,181,000	2,511,000	1,664,000	1,206,000	6,562,000
Airport Fund Certificates of Obligation	301,000	5,068,176	1,689,392	-	-	7,058,568
Airport Fund Grant Funds	-	780,000	1,980,000	6,861,600	1,009,800	10,631,400
Airport Fund Cash Reserves	831,000	2,672,500	439,100	904,400	476,200	5,323,200
Hotel Fund	1,046,354	-	-	-	-	1,046,354
TOTAL	\$ 14,849,758	\$ 41,535,583	\$ 21,017,199	\$ 22,563,000	\$ 5,590,500	\$ 105,556,040

EXHIBIT A

TOWN OF ADDISON CAPITAL IMPROVEMENTS PROGRAM FY2019-20							
	Actual Prior Years	Estimated 2018-19	Budget 2019-20	Budget 2020-21	Budget 2021-22	Budget 2022-23	Project Total
FUNDING SOURCES:							
General Obligation Bonds Series 2012		\$ 2,023,500	\$ 2,631,200	\$ 35,000	\$ 35,000	\$ 501,500	
General Obligation Bonds Series 2014		2,071,586	900,000	-	-	-	
Certificates of Obligation Series 2008		-	-	-	-	-	
Streets Self-Funded Fund		70,000	830,000	-	-	-	
Certificates of Obligation Series 2019		-	17,591,000	-	-	-	
Certificates of Obligation Series 2020		-	-	11,500,000	-	-	
Certificates of Obligation Series 2021		-	-	-	11,500,000	-	
		<u>\$ 4,165,086</u>	<u>\$ 21,952,200</u>	<u>\$ 11,535,000</u>	<u>\$ 11,535,000</u>	<u>\$ 501,500</u>	
PROJECTS							
Vitruvian Development Phase 5	\$ 4,473,209	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 4,548,209
Vitruvian Water Rights Permit Compliance	601,324	55,000	35,000	35,000	35,000	35,000	796,324
Vitruvian Development Phase 8	1,523,518	1,097,000	-	-	-	-	2,620,518
Vitruvian Development Next Phase	-	-	2,591,000	-	-	-	2,591,000
Belt Line Road Utility Relocation	17,869,607	113,658	-	-	-	-	17,983,265
Belt Line Road Overlay	2,125,247	-	-	-	-	-	2,125,247
Belt Line Road Phase 1.5	-	70,000	2,130,000	-	-	-	2,200,000
Pedestrian Connectivity - Quorum	-	-	-	-	-	466,500	466,500
Police Record Management System	4,812	183,100	325,200	-	-	-	513,112
License Plate Recognition System Expansion	15,600	600,000	1,384,400	-	-	-	2,000,000
Midway Road Reconstruction	1,426,370	1,957,928	15,000,000	11,500,000	11,500,000	-	41,384,298
Belt Line Electronic Signage	-	13,400	486,600	-	-	-	500,000
TOTAL	<u>\$ 28,039,687</u>	<u>\$ 4,165,086</u>	<u>\$ 21,952,200</u>	<u>\$ 11,535,000</u>	<u>\$ 11,535,000</u>	<u>\$ 501,500</u>	<u>\$ 77,728,473</u>

EXHIBIT A

TOWN OF ADDISON INFRASTRUCTURE INVESTMENT FUND FY2019-20							
	Actual Prior Years	Estimated 2018-19	Budget 2019-20	Budget 2020-21	Budget 2021-22	Budget 2022-23	Project Total
BEGINNING BALANCES	\$ 5,152,351	\$ 4,585,191	\$ 4,698,143	\$ 5,446,565	\$ 5,779,736	\$ 6,112,907	
FUNDING SOURCES:							
Ad valorem Taxes	\$ 268,143	\$ 282,641	\$ 288,422	\$ 291,271	\$ 291,271	\$ 291,271	
Other Income	67,936	1,020,000	460,000	41,900	41,900	41,900	
TOTAL AVAILABLE RESOURCES	\$ 5,488,430	\$ 5,887,832	\$ 5,446,565	\$ 5,779,736	\$ 6,112,907	\$ 6,446,078	
PROJECTS							
ADA Transition Plan	\$ 91,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,530
Park Playground Structure Resurface	70,398	-	-	-	-	-	70,398
Belt Line Road Streetscape	73,381	126,619	-	-	-	-	200,000
Public Safety Facility Improvements	167,930	563,070	-	-	-	-	731,000
TOTAL	\$ 403,239	\$ 689,689	\$ -	\$ -	\$ -	\$ -	\$ 1,092,928
Transfer to Addison Grove Escrow Fund	500,000	500,000	-	-	-	-	
ENDING FUND BALANCE	\$ 4,585,191	\$ 4,698,143	\$ 5,446,565	\$ 5,779,736	\$ 6,112,907	\$ 6,446,078	

EXHIBIT A

TOWN OF ADDISON							
UTILITY CAPITAL IMPROVEMENTS PROGRAM							
FY2019-20							
	Actual	Estimated	Budget	Budget	Budget	Budget	Project
	Prior Years	2018-19	2019-20	2020-21	2021-22	2022-23	Total
FUNDING SOURCES:							
Certificates of Obligation	\$ 3,478,237	\$ 1,232,372	\$ 4,776,707	\$ 2,195,707	\$ 1,304,000	\$ 1,882,000	
Cash Reserves	-	876,000	1,813,000	388,000	294,000	515,000	
TOTAL AVAILABLE RESOURCES	\$ 3,478,237	\$ 2,108,372	\$ 6,589,707	\$ 2,583,707	\$ 1,598,000	\$ 2,397,000	
PROJECTS							
Surveyor Ground Storage Tank Rehabilitation	\$ 2,796,225	\$ 22,372	\$ -	\$ -	\$ -	\$ -	\$ 2,818,597
Celestial Ground Storage Tank Rehabilitation	-	200,000	1,740,000	-	-	-	1,940,000
Kellway Lift Station Rehabilitation & Repair	143,074	273,000	577,707	597,707	-	-	1,591,488
Utility Plant Facilities and Pumps	-	170,000	205,000	187,000	225,000	-	787,000
Water System Improvements	538,938	567,000	1,380,000	1,152,000	767,000	1,380,000	5,784,938
Chlorine Booster Station	-	225,000	1,037,000	-	-	-	1,262,000
Sanitary Sewer Line Replacement / Rehab	-	-	-	647,000	606,000	1,017,000	2,270,000
Basin I Sanitary Sewer Re-route	-	651,000	1,650,000	-	-	-	2,301,000
TOTAL	\$ 3,478,237	\$ 2,108,372	\$ 6,589,707	\$ 2,583,707	\$ 1,598,000	\$ 2,397,000	\$ 18,755,023

EXHIBIT A

TOWN OF ADDISON							
STORMWATER CAPITAL IMPROVEMENTS PROGRAM							
FY2019-20							
	Actual	Estimated	Budget	Budget	Budget	Budget	Project
	Prior Years	2018-19	2019-20	2020-21	2021-22	2022-23	Total
FUNDING SOURCES:							
Cash Reserves	\$ 13,760	\$ -	\$ 1,181,000	\$ 2,511,000	\$ 1,664,000	\$ 1,206,000	
Certificates of Obligation Series 2013	885,182	3,066,168	316,000	279,000	-	-	
TOTAL AVAILABLE RESOURCES	<u>\$ 898,942</u>	<u>\$ 3,066,168</u>	<u>\$ 1,497,000</u>	<u>\$ 2,790,000</u>	<u>\$ 1,664,000</u>	<u>\$ 1,206,000</u>	
PROJECTS							
Stormwater Assessment Basin Improvements	\$ 13,760	\$ 50,000	\$ 1,497,000	\$ 2,790,000	\$ 1,664,000	\$ 1,206,000	\$ 7,220,760
Les Lacs Water Well & Pond Piping System	439,110	54,240	-	-	-	-	493,350
Sherlock - Winter Park Drive Improvements	421,902	1,278,098	-	-	-	-	1,700,000
Vitruvian Pond Dredging	24,170	1,683,830	-	-	-	-	1,708,000
TOTAL	<u>\$ 898,942</u>	<u>\$ 3,066,168</u>	<u>\$ 1,497,000</u>	<u>\$ 2,790,000</u>	<u>\$ 1,664,000</u>	<u>\$ 1,206,000</u>	<u>\$ 11,122,110</u>

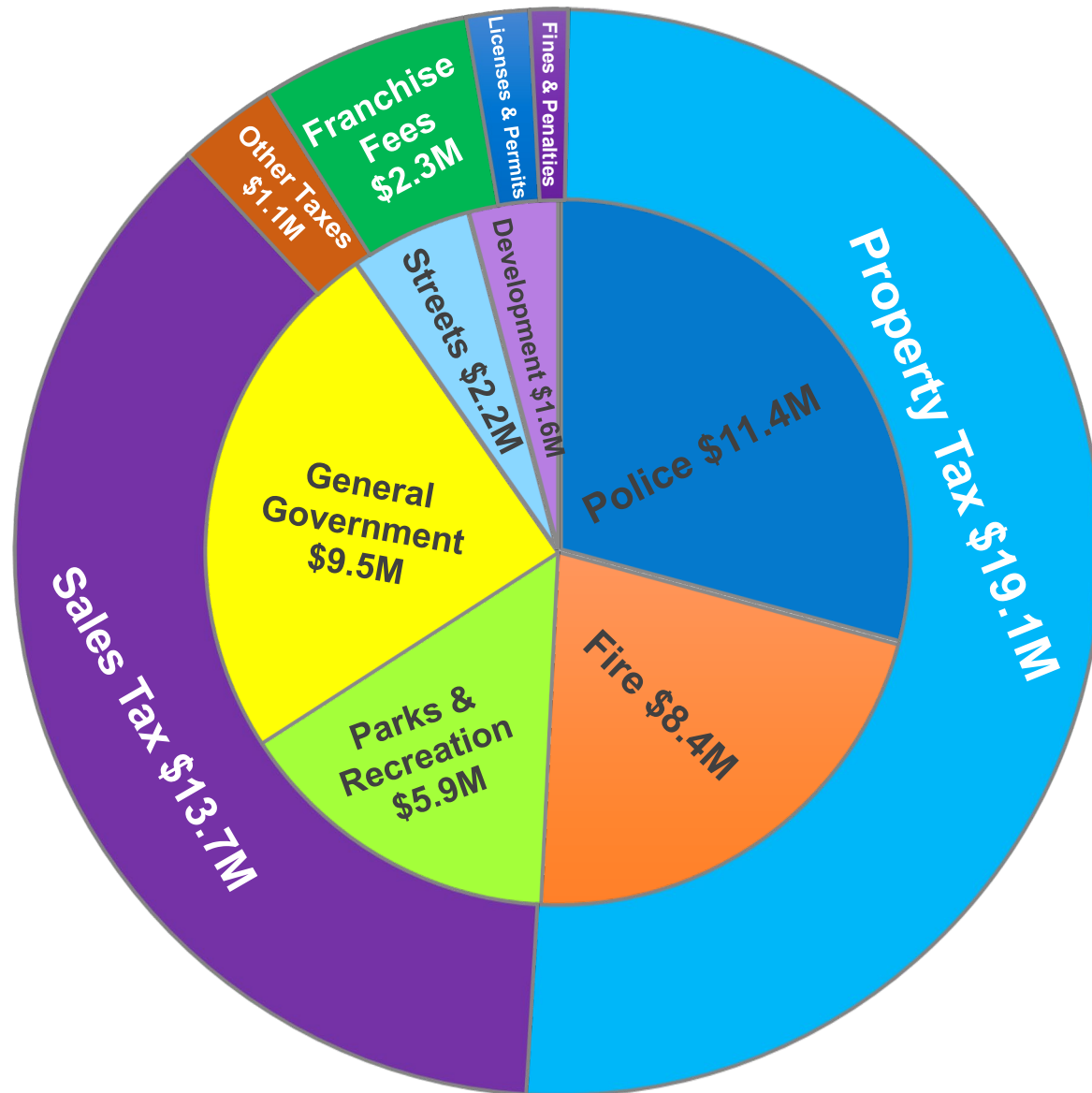
EXHIBIT A

TOWN OF ADDISON AIRPORT CAPITAL IMPROVEMENTS PROGRAM FY2019-20							
	Actual Prior Years	Estimated 2018-19	Budget 2019-20	Budget 2020-21	Budget 2021-22	Budget 2022-23	Project Total
FUNDING SOURCES:							
Cash Reserves	\$ 880,538	\$ 831,000	\$ 2,672,500	\$ 439,100	\$ 904,400	\$ 476,200	
TXDOT Grant Funding	-	-	780,000	1,980,000	6,861,600	1,009,800	
Certificates of Obligation Series 2018	-	301,000	5,068,176	1,689,392	-	-	
TOTAL AVAILABLE RESOURCES	\$ 880,538	\$ 1,132,000	\$ 8,520,676	\$ 4,108,492	\$ 7,766,000	\$ 1,486,000	
PROJECTS							
Customs Facility Construction	\$ 666,710	\$ 301,000	\$ 5,668,176	\$ 1,689,392	\$ -	\$ -	\$ 8,325,278
Bravo/Golf Taxiway Improvements	-	-	200,000	700,000	7,500,000	-	8,400,000
Airport Access & Security Improvements	-	-	-	-	124,000	1,122,000	1,246,000
Runway 15/33 Redesignation & Taxiway Alpha Rejuvenation	-	-	-	1,500,000	-	-	1,500,000
Airport Wayfinding Signage	-	-	28,000	-	-	-	28,000
East Vehicle Service Road Realignment/Reconstruction	-	-	720,000	-	-	-	720,000
Fuel Farm Exit Lane	-	115,000	-	-	-	-	115,000
Environmental Site Remediation	-	-	100,000	-	-	-	100,000
Fuel Road Reconstruction at George Haddaway Drive	-	38,000	753,000	-	-	-	791,000
Facility Repairs and Improvements	213,828	576,000	320,000	136,800	10,000	320,000	1,576,628
Wing Aviation Apron & Claire Chennault Driveway	-	32,000	-	-	-	-	32,000
ADA Repairs and Improvements	-	70,000	31,500	82,300	132,000	44,000	359,800
Aircraft Rescue Firefighting Vehicle	-	-	700,000	-	-	-	700,000
TOTAL	\$ 880,538	\$ 1,132,000	\$ 8,520,676	\$ 4,108,492	\$ 7,766,000	\$ 1,486,000	\$ 23,893,706



FY2020
Budget
Public Hearing
& Adoption

General Fund Overview



General Fund Overview

(excluding transfers)

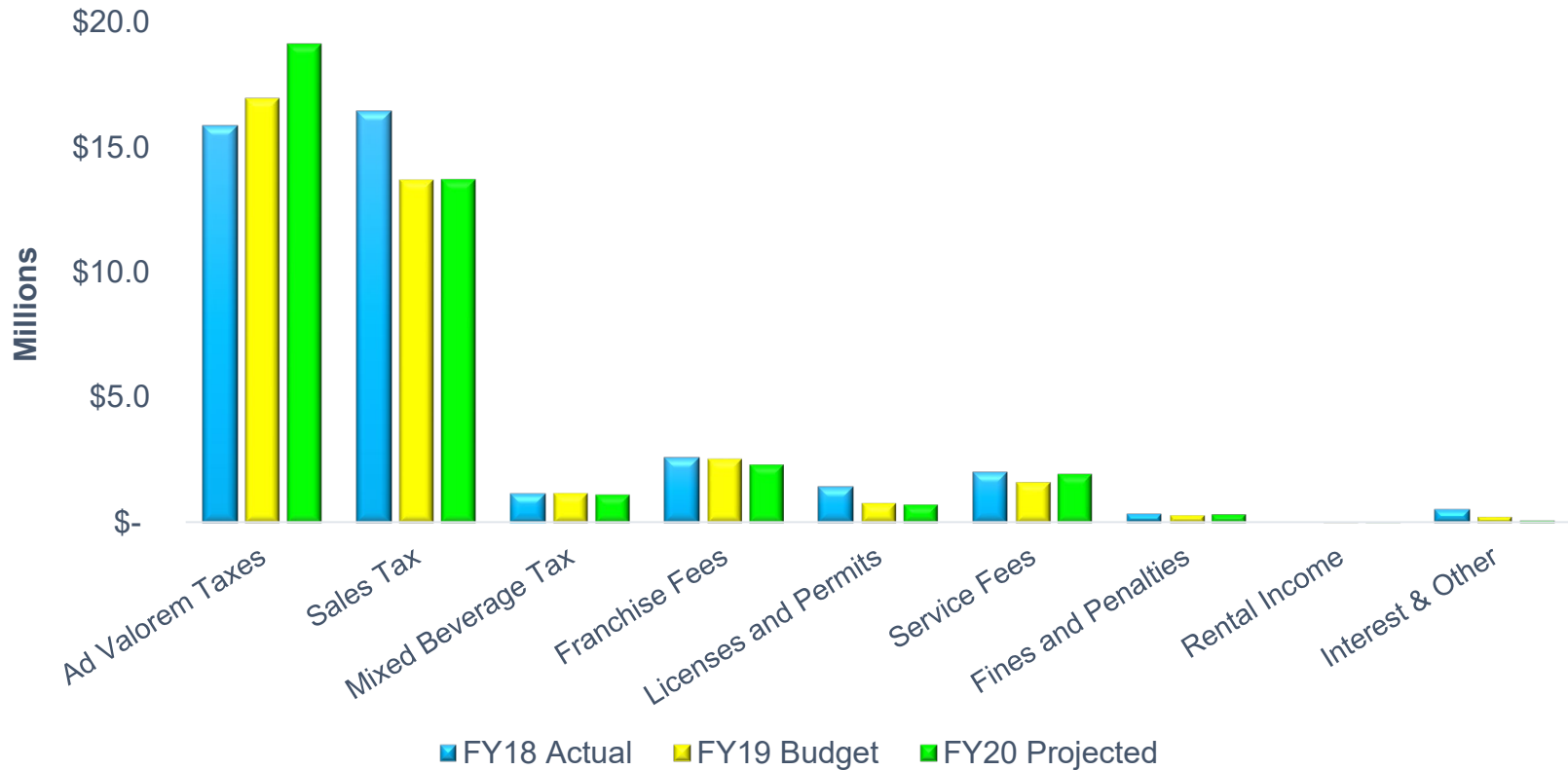
	FY2019 Budget	FY2020 Prop.	Difference
Total Revenue	\$37.4M	\$39.4M	\$2.0M
Total Expense	\$37.4M	\$39.0M	\$1.6M
Revenue to Expense	-	\$0.4M	\$0.4M

- Ad valorem taxes = \$19.1M
 - Increase of \$2.1M
- Sales tax = \$13.7M
 - No change from FY19
- Franchise Fees = \$2.3M
 - Decrease of \$0.2M

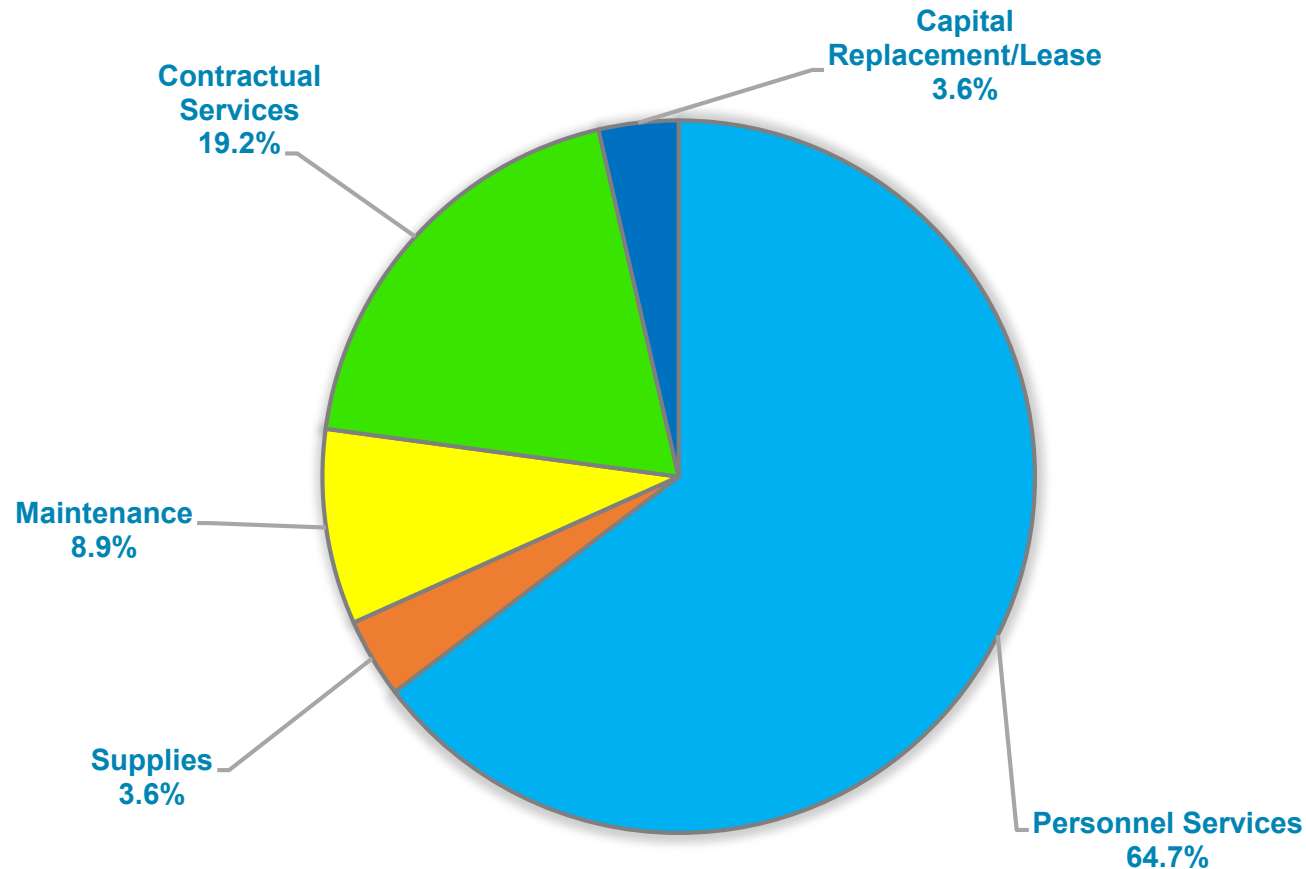


General Fund Revenues

\$39.4M



General Fund Proposed Expenses \$39.0M



Self-Funded Project Fund Overview

	FY2019 Budget	FY2020 Prop.	Difference
Total Revenue	\$3.1M	\$4.0M	\$0.9M
Total Expense	\$4.6M	\$4.5M	(\$0.1)M
Revenue to Expense	(\$1.5)M	(\$0.5)M	\$1.0M

- Funding Source
 - General Fund Transfer = \$4.0M
- Expenses
 - Enhanced Street Maintenance = \$1.1M
 - Asset Management Implementation = \$0.8M
 - Athletic Center Updates = \$0.4M



FY2020 Self-Funded Projects

Project	Funding
Records Management	\$50,000
GASB 87: Leases Analysis	\$10,000
Buildings – Emergency Repairs	\$170,000
Compensation – Market Update Study	\$25,000
Geo-tracking Services	\$40,000
North Texas Emergency Communications	\$300,000
Bay Door Replacement at Fire Stations	\$180,000
Fire Station Bay Air Filtration System	\$113,000



FY2020 Self-Funded Projects

Project	Funding
Fire Knox Vaults (Keys and Drugs)	\$24,000
Special Area Study	\$125,000
Asset Management Plan	\$50,000
Asset Management Implementation	\$800,000
Enhanced Street Maintenance	\$1,060,000
Trails and Bicycle Path Master Plan	\$117,700
Heavy Pruning Addison Circle District	\$65,000



FY2020 Self-Funded Projects

Project	Funding
Replacement Plantings	\$155,000
Imagination Playground	\$75,000
Athletic Center Building Updates	\$451,500
Addison Outdoors	\$68,200
Secure Athletic Center Administration Office	\$36,000
TOTAL	\$3,915,400



FY2019 Self-Funded Projects (Rolling Forward)

Project	Funding
CMMS Implementation	\$125,000
Unified Development Code	\$200,000
Bridge and Gazebo Renovations	\$286,000
TOTAL	\$611,000



Hotel Fund Overview

(excluding transfers)

	FY2019 Budget	FY2020 Prop.	Difference
Total Revenue	\$8.9M	\$7.6M	(\$1.3)M
Total Expense	\$8.2M	\$7.1M	(\$1.1)M
Revenue to Expense	\$0.7M	\$0.5M	(\$0.2)M

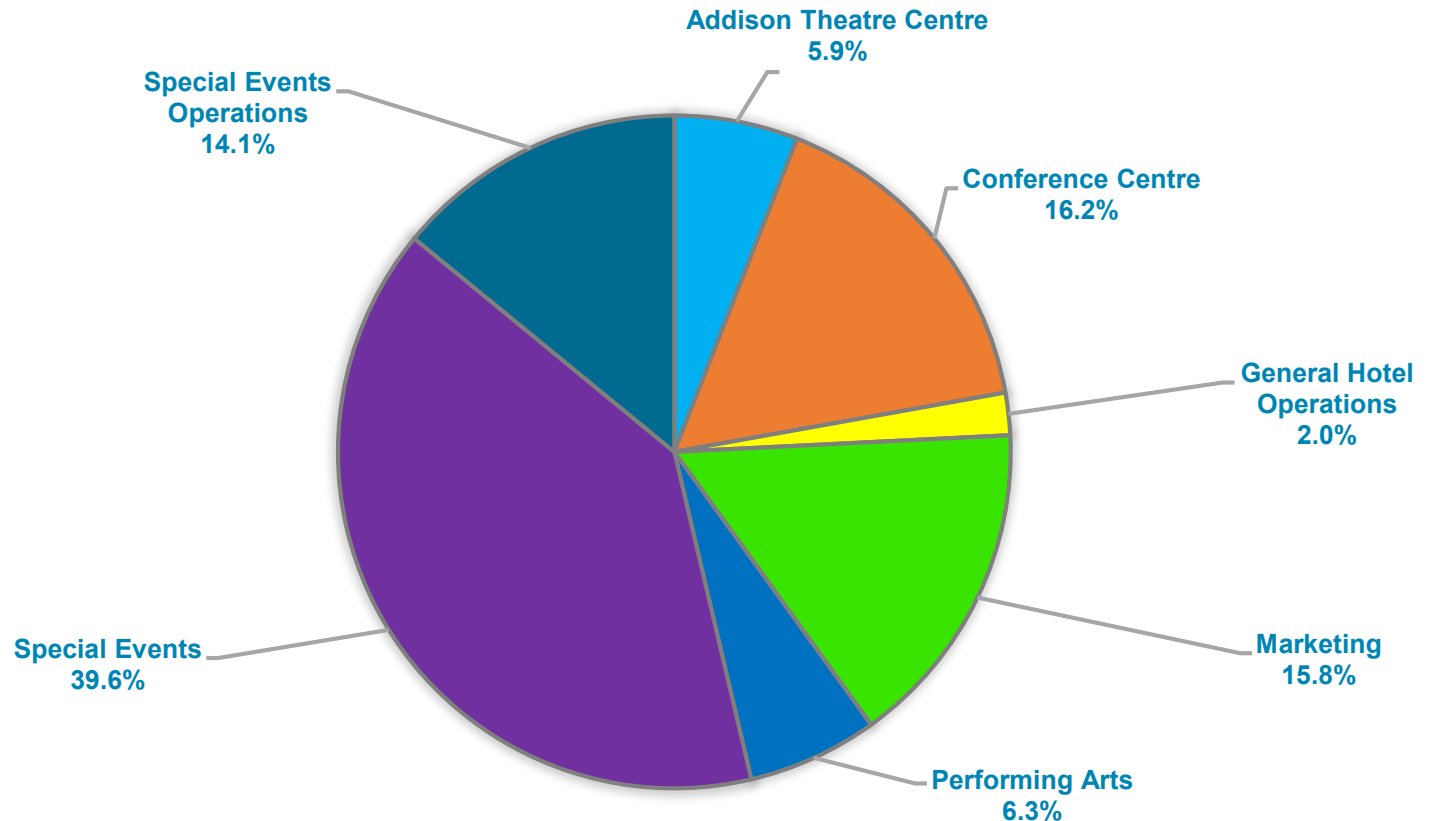
- Hotel Taxes = \$5.5M
- Special Events Revenues = \$1.3M



Hotel Fund Proposed Expenses

\$7.1M

(By function)



Economic Development Fund

	FY2019 Budget	FY2020 Prop.	Difference
Total Revenue	\$1.9M	\$2.0M	\$0.1M
Total Expense	\$1.9M	\$1.9M	-
Revenue to Expense	-	\$0.1M	\$0.1M

- Funding Sources

- Ad Valorem = \$1.1M
- Hotel Fund Transfer = \$0.8M

- Expenses

- Incentives = \$0.1M
- Operations = \$1.0M
- Tourism = \$0.8M



Utility Operating Fund (excluding transfers)

	FY2019 Budget	FY2020 Prop.	Difference
Total Revenue	\$12.8M	\$13.1M	\$0.3M
Total Expense	\$12.0M	\$13.1M	\$1.1M
Revenue to Expense	\$0.8M	-	(\$0.8)M

- Water
 - Sales = \$7.0M
 - Purchases = \$3.4M
- Wastewater
 - Charges = \$5.9M
 - Treatment = \$3.4M
- Operations = \$4.8M
- Debt Service = \$1.5M



Water and Sewer Rate Changes

Sample Residential Water and Sewer Bill

Consumption	Existing	New Rate	Change
5,000 gallons	\$52.92	\$56.33	\$3.41
8,000 gallons	\$77.82	\$82.82	\$5.00
10,000 gallons	\$94.42	\$100.48	\$6.06



Stormwater Operating Fund (excluding transfers)

	FY2019 Adopt.	FY2020 Prop.	Difference
Total Revenue	\$2.2M	\$2.4M	\$0.2M
Total Expense	\$1.5M	\$1.5M	-
Revenue to Expense	\$0.7M	\$0.9M	\$0.2M

- Drainage Fees = \$2.4M
 - Rates increasing per established schedule
- Expenses = \$1.5M
 - Debt payment of \$0.5M



Airport Fund Overview

	FY2019 Bud.	FY2020 Prop.	Difference
Total Revenue	\$5.4M	\$5.7M	\$0.3M
Total Expense	\$5.6M	\$5.6M	-
Revenue to Expense	(\$0.2)M	\$0.1M	\$0.3M

- Funding Sources
 - Service Fees = \$1.0M
 - Leases = \$4.5M
- Expenses
 - Operations = \$4.7M
 - Debt = \$0.9M



Capital Improvement Projects

All Funds

	Est. FY2019	FY2020	FY2021	FY2022	FY2023	TOTAL
General Obligation & Cert. of Obligation	\$4.2M	\$21.9M	\$11.5M	\$11.5M	\$0.5M	\$49.7M
General Fund Self-Funded Projects	2.6M	2.1M	-	-	-	4.7M
Streets Self-Funded Fund	0.1M	0.8M	-	-	-	0.9M
Infrastructure Investment Fund	0.7M	-	-	-	-	0.7M
Utility Certificates of Obligation	1.2M	4.8M	2.2M	1.3M	1.9M	11.4M
Utility Fund Cash Reserves	0.9M	1.8M	0.4M	0.3M	0.5M	3.9M
Stormwater Certificates of Obligation	3.0M	0.3M	0.3M	-	-	3.6M
Stormwater Fund Cash Reserves	-	1.2M	2.5M	1.7M	1.2M	6.6M
Airport Fund Certificates of Obligation	0.3M	5.1M	1.7M	-	-	7.1M
Airport Fund Grant Funds	-	0.8M	2.0M	6.9M	1.0M	10.6M
Airport Fund Cash Reserves	0.8M	2.7M	0.4M	0.9M	0.5M	5.3M
Hotel Fund	1.0M	-	-	-	-	1.0M
TOTAL PROJECTS	\$14.8M	\$41.5M	\$21.0M	\$22.6M	\$5.6M	\$105.5M

QUESTIONS?



other structure	for questions on registration or use of website.	listed cases on Tuesday September 3, 2019 at 6:30 P.M. at the City of The Colony City Hall, 6800 Main Street, The Colony, TX.
located at 17114 847 447 38 515	Notice of Public Hearing on Fiscal Year 2020 Budget The Town of Addison will hold a public hearing on the Town's annual budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020. The public hearing will be conducted at a special meeting of the City Council at 5:00 pm on Tuesday, September 3, 2019 in the Council Chambers located at Addison Town Hall, 5300 Belt Line Road. This budget will raise more total property taxes than last year's budget by \$2,500,388, or 9.6 percent, and of that amount \$495,527 is tax revenue to be raised from new property added to the tax roll this year.	SUP19-0005 - Artistic Organics - Specific Use Permit (Health and Wellness) Conduct a public hearing, discuss and consider an ordinance for a Specific Use Permit (SUP) to allow a Health and Wellness store known as "Artistic Organics," located at 5001 Main Street Suite 103, containing a total area of approximately 1,400 square feet, within the Shopping Center (SC) Zoning District and Gateway Overlay District.
'the 30 days		
g the d in the 11 Be 19 and a.m. and oster rest 1 ey		
idowne om son 15 ing Hills 1		SUP19-0007 - Sassy II- Specific Use Permit (Beauty Supply Retail) Conduct a public hearing, discuss and consider an ordinance for a Specific Use Permit (SUP) to allow a beauty supply store known as "Sassy Beauty Supply," located at 5000 South Main Street Suite 137, containing a total area of 8,111 square feet, within the Shopping Center (SC) Zoning District and Gateway Overlay District.
'cise eld ictures y of 019 at 10 p.m. nue.3907	The Town of Addison is accessible to person with disabilities. Please call 972-450-2819 at least 48 hours in advance of the meeting if you need assistance. The budget document is on file with the City Secretary and is available for public inspection.	
'oad.6918 519 je.2704 S. e et.2613	Effective, August 30, 2019, Swarna Goday, M.D., will be closing her practice at UT Southwestern Medical Center. Patients can obtain a copy of their medical records by calling 214-645-3030.	All interested parties are invited to attend these public hearings. If you have any questions regarding these cases please contact Isaac Williams, Senior Planner at 972-624-3164.
'to any of nced ffice of y ision, 2014 Floor,		
of RANCH PUBLIC IG	Legal Notice	Legal Notice
SE NO.	APPLICATION HAS BEEN MADE	

Notice - Fiscal Year 2020 Proposed
Budget in the Dallas Morning News

Work Session and Regular Meeting

12.

Meeting Date: 09/10/2019

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance to Ratify the Property Tax Increase Reflected in the Town's Annual Budget for the Fiscal Year Commencing October 1, 2019, and Ending September 30, 2020.**

BACKGROUND:

Section 102.007 of the Local Government Code requires a governing body that adopts a budget which raises more revenue from property taxes than in the previous year to ratify, by a separate vote, the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law. The proposed Fiscal Year (FY) 2020 budget will raise more revenue from property taxes than in the previous year, and therefore requires a separate vote of the City Council to ratify the property tax increase reflected in the budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Fiscal Year 2020 Ratify Tax Rate

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS RATIFYING
THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR
2019-2020 BUDGET; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 102.007 of the Texas Local Government Code provides in part that the adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget; and

WHEREAS, Section 102.007 of the Texas Local Government Code requires that this ratification be in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tex. Tax Code, or other law; and

WHEREAS, the Fiscal Year 2019-2020 Budget, as adopted, requires raising more revenue from property taxes than in the previous year, and the City Council desires by adoption of this Ordinance to ratify the property tax increase reflected in the City's Fiscal Year 2019-2020 Annual Budget.

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

Section 1. The Addison City Council, as the governing body of the Town of Addison, Texas, having adopted the Fiscal Year 2019-2020 annual Budget that will require raising more revenue from property taxes than in the previous year, hereby ratifies the property tax increase reflected in the Fiscal Year 2019-2020 annual Budget.

Section 2. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

Section 3. This Ordinance shall be in full force effective from and after its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 10th day of September, 2019.

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Irma Parker, City Secretary

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

13.

Meeting Date: 09/10/2019

Department: Finance

Pillars: Gold Standard for Financial Health

Milestones: Clarify and protect the Addison Way
Implement and continue development of Long Term Financial Plan

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance to Levy Taxes for the Town of Addison, Texas, and to Fix and Adopt the Tax Rate of \$0.591133 for the Town on All Taxable Property for the Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020.**

BACKGROUND:

State law (Section 26.05(a)), Tax Code) requires the governing body to adopt a tax rate for Fiscal Year (FY) 2020. State law also provides that the tax rate consists of two components, a Maintenance and Operations (M&O) rate and a Debt Service rate, and that each of those components must be approved separately.

The proposed tax rate breakdown is as follows:

Total Tax Rate	\$0.591133
M&O - General Fund	\$0.411833
M&O - Economic Development	\$0.023716
M&O - Infrastructure Investment Fund	\$0.006201
Debt Service	\$0.149383

The vote on the ordinance setting a tax rate that exceeds the effective rate must be a record vote. The motion to adopt an ordinance setting a tax rate that exceeds the effective rate must be made in a specific form. The effective tax rate for FY 2020 is \$0.552371 and the proposed tax rate is \$0.591133. Based on this proposed rate, the motion must be made as follows:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.591133, which is effectively a 7.02 percent increase in the tax rate."

State law requires that, if the tax rate exceeds the effective maintenance and operations rate, the ordinance must include the following language regarding the impact the tax levy has on a home valued at \$100,000:

THE TOWN OF ADDISON ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 8.0 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.40.

Additionally, the state requires specific language that must be included on the home page of the website:

THE TOWN OF ADDISON ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 8.0 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.40.

The City Manager's proposed budget included a total tax rate of \$0.591133, which exceeded the effective tax rate of \$0.552371, but is not higher than the Rollback Rate of \$0.591133, which is the highest rate the Town may adopt before voters are entitled to petition for an election to limit the rate to the rollback rate. This rate is higher than the FY 2019 tax rate. At its August 13, 2019 Council meeting, the City Council took a vote of record to conduct two public hearings on the tax rate which were held on August 27, 2019 and September 3, 2019.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Fiscal Year 2020 Tax Rate Adoption

Presentation - Fiscal Year 2020 Tax Rate Adoption

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE LEVYING TAXES FOR THE TOWN OF ADDISON, TEXAS AND FIXING AND ADOPTING THE TAX RATE ON ALL TAXABLE PROPERTY FOR THE YEAR 2019 AT A RATE OF \$0.591133 PER ONE HUNDRED DOLLARS (\$100.00) VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN OF ADDISON AS OF JANUARY 1, 2019, THE SAID TAX RATE HAVING A MAINTENANCE AND OPERATIONS COMPONENT AND A DEBT SERVICE COMPONENT; PROVIDING FOR A PENALTY AND INTEREST FOR DELINQUENT TAXES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Tax Code Chapter 26, the Tax Assessor-Collector for the Town of Addison, Texas (the "City") has calculated the tax rate for the fiscal year 2019-2020 which cannot be exceeded without requisite publications and public hearings; and

WHEREAS, the tax rate for the fiscal year 2019-2020 as initially contemplated (proposed) by the City Council did, and as adopted herein does, exceed the said rate calculated by the Tax Assessor-Collector; and

WHEREAS, the Town of Addison complied with the State of Texas Truth-in-Taxation laws and advertised the proposed tax rate and conducted two public hearings on the tax rate, and all notices and hearings and other applicable steps required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held; and

WHEREAS, Section 26.05(a), Tex. Tax Code, provides that the tax rate consists of two components (one of which will impose the amount of taxes needed to pay debt service, and the other of which will impose the amount of taxes needed to fund maintenance and operation expenses for the next year), and each of such components must be approved separately, the tax rate set forth herein consists of those two components and they are approved separately; and

WHEREAS, upon full review and consideration of the matter, the City Council is of the opinion that the tax rate for the year 2019 set, fixed and adopted herein below is proper.

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

Section 1. That there is hereby levied and ordered to be assessed and collected an ad valorem tax rate of \$0.591133 on each One Hundred Dollars (\$100.00) of assessed valuation for all taxable property located in the Town of Addison on the 1st day of January 2019, and not exempted from taxation by the constitution and laws of the State of Texas to provide for the expenses of the Town of Addison for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020. The said tax is made up of five components, as set forth in Section 2 and Section 3 of this Ordinance.

THE TOWN OF ADDISON ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 8 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.40.

Section 2. That \$0.411750 of said taxes shall be for the maintenance and operations of the Town of Addison, of which \$0.411833 of said taxes shall be for the purposes of the General Fund, \$0.023716 shall be for the purposes of economic development, and \$0.006201 shall be for the purposes of the Infrastructure Investment Fund.

Section 3. That \$0.149383 of said taxes shall be for the purpose of paying interest and principal on the General Obligation and Certificates of Obligation debt for the Town of Addison.

Section 4. That the Tax Assessor-Collector or his /her designee is hereby authorized to assess and collect the tax rates and amounts herein levied.

Section 5. That the taxes levied by this Ordinance shall be due and payable on October 1, 2019, and shall become delinquent on February 1, 2020. Penalty and interest will attach and accrue on delinquent taxes as provided by Section 33.01 of the Texas Tax Code.

Section 6. Taxes that are and remain delinquent on July 1, 2020 incur an additional penalty not to exceed twenty percent (20%) of the amount of delinquent taxes, penalty and interest collected; such additional penalty is to defray the costs of collection due to pursuant to the contract with the Town's attorney authorized by Section 6.30 of the Texas Tax Code, as amended.

Section 7. The above and foregoing recitals are true and correct and are incorporated into this Ordinance and made a part hereof for all purposes.

Section 8. That this Ordinance shall take effect and be in force from and after its adoption and publication as may be required by applicable law, including the Town Charter.

On the following motion by _____: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.591133 per \$100 valuation, which is effectively a 7.02 percent increase in the tax rate"; seconded by _____, the above and foregoing ordinance was passed and approved by roll call vote as follows:

Mayor Joe Chow _____
Mayor Pro Tempore Paul Walden _____
Deputy Mayor Pro Tempore Tom Braun _____
Councilmember Ivan Hughes _____
Councilmember Guillermo Quintanilla _____
Councilmember Marlin Willesen _____
Councilmember Lori Ward _____

_____ voted in favor of the motion _____ voted against the motion

Motion carried _____

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of September, 2019.

Joe Chow,

Mayor ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney



Tax Rate Adoption FY2020

Property Tax Rate Approval Process

Key Dates	Council Action
Tuesday, July 25 th	Receipt of Certified Value from DCAD.
Tuesday, Aug. 13 th	Proposal to set date and time of public hearings.
Friday, Aug. 16 th	Publication of Notice of Proposed Tax Rate.
Tuesday, Aug. 27 th	First public hearing on tax rate.
Tuesday, Sept. 3 rd	Second public hearing on tax rate; first public hearing on budget.
Tuesday, Sept. 10 th	Adoption of FY2020 Budget and Tax Rate.
Monday, Oct. 1 st	Begin Fiscal Year.



Property Tax Values and Tax Rate

Certified Assessed Value FY2020 ~\$4.82B

Current Certified Assessed Value FY2019 ~\$4.73B

Current Property Tax Rate FY2019 \$.550000/100

Proposed Property Tax Rate FY2020 \$.591133/100



Property Tax Rates

	FY2018	FY2019	FY2020
Effective (No-New-Revenue)	\$0.542963/100	\$0.527064/100	\$0.552371/100
Rollback (Voter-approval)	\$0.551854/100	\$0.553323/100	\$0.591133/100
Proposed	\$0.550000/100	\$0.550000/100	\$0.591133/100

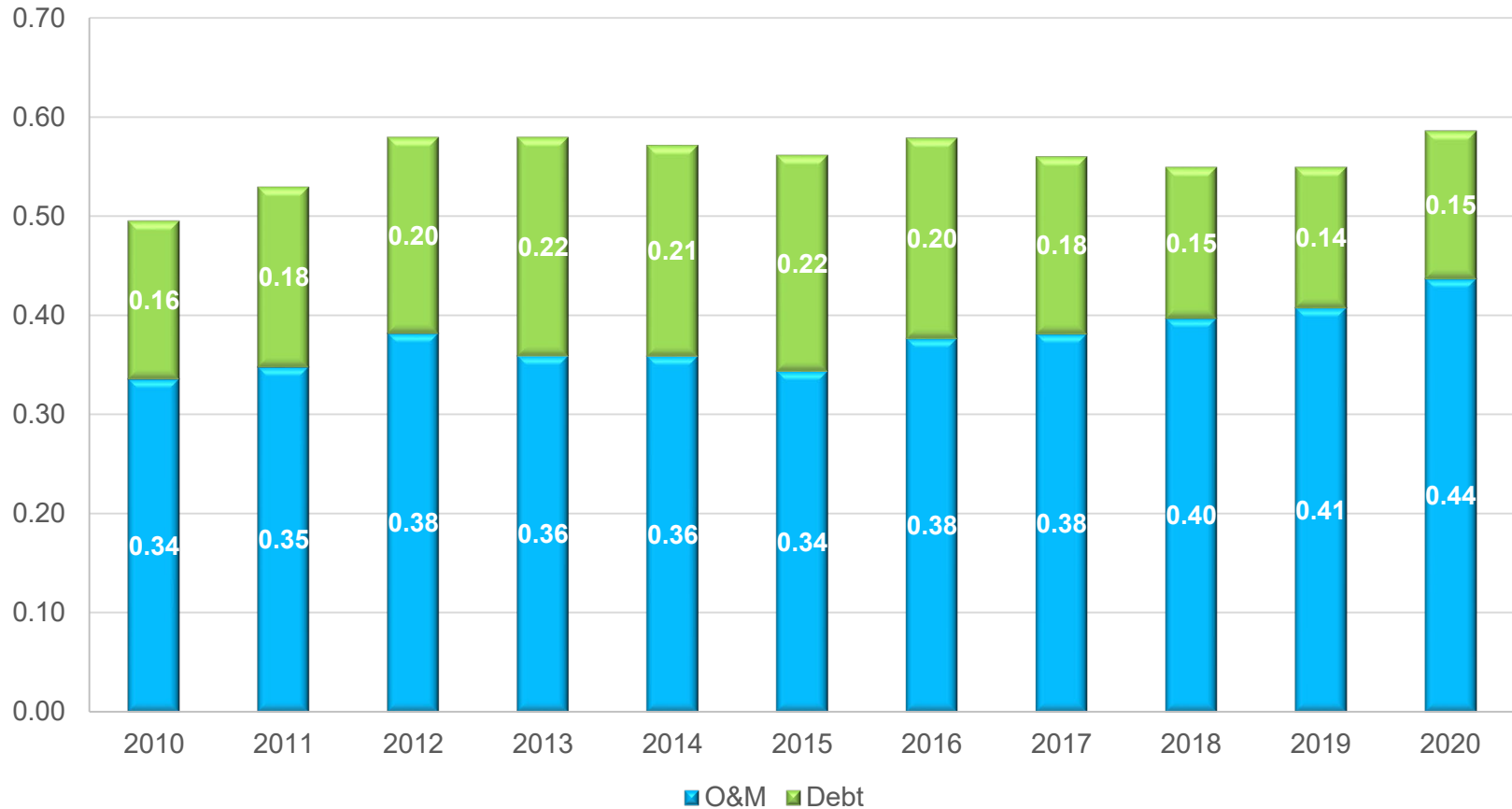


Property Tax Revenues

	FY2018 Actual	FY2019 Budget	FY2020 Proposed	% Change FY19 to FY20
General Fund (O&M)	\$15,904,272	\$16,965,737	\$19,136,678	12.8%
Economic Development Fund (O&M)	1,026,898	1,081,534	1,103,081	2.0%
Infrastructure Investment Fund (O&M)	268,640	282,788	288,421	2.0%
Debt Service Fund (I&S)	6,632,005	6,751,908	6,966,638	3.2%
Total Tax Revenue	\$23,831,815	\$25,081,967	\$27,494,818	9.6%



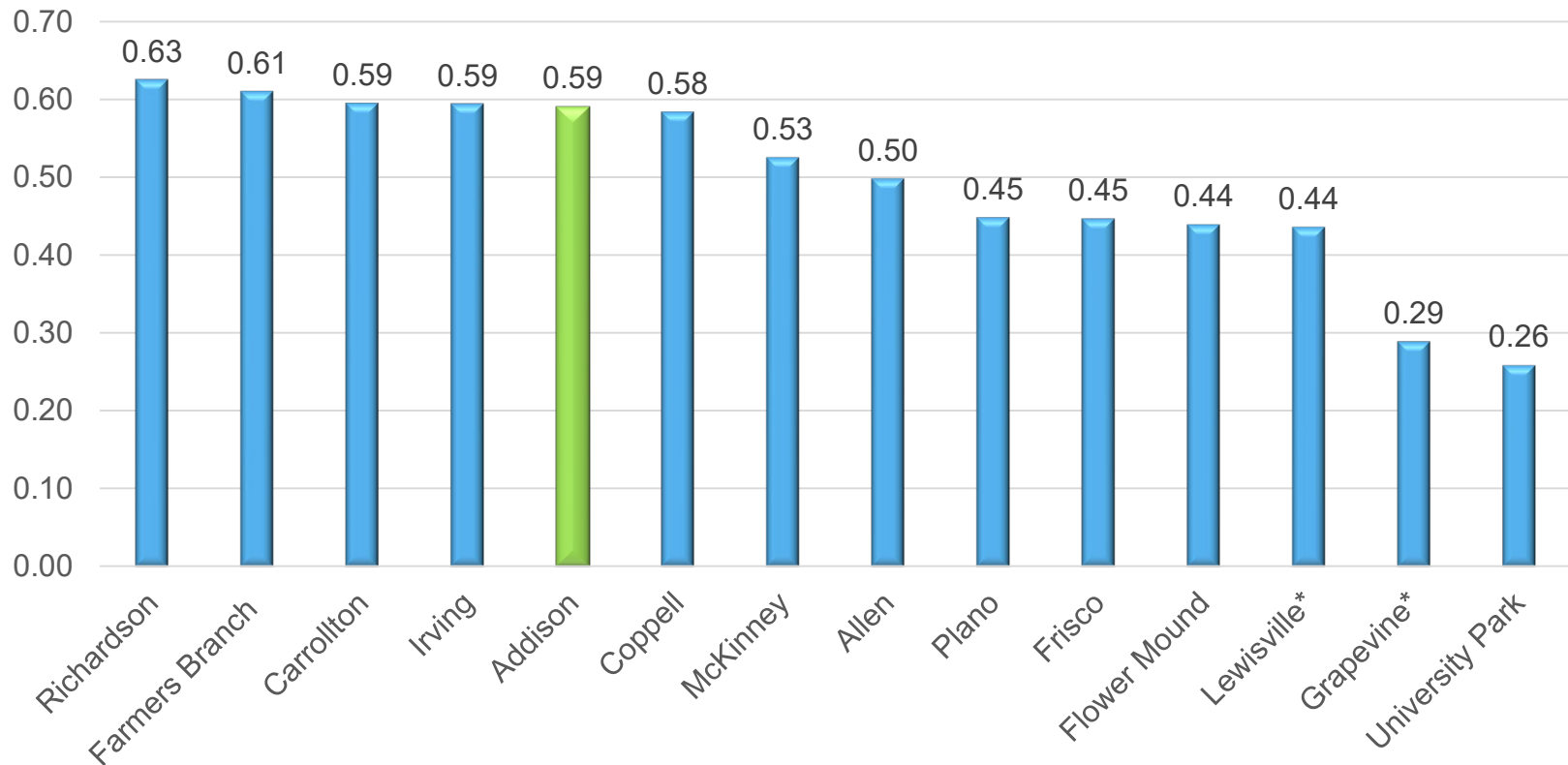
Property Tax Rates



* Rates are rounded to the nearest penny.



FY2020 Tax Rates - Comparison Cities

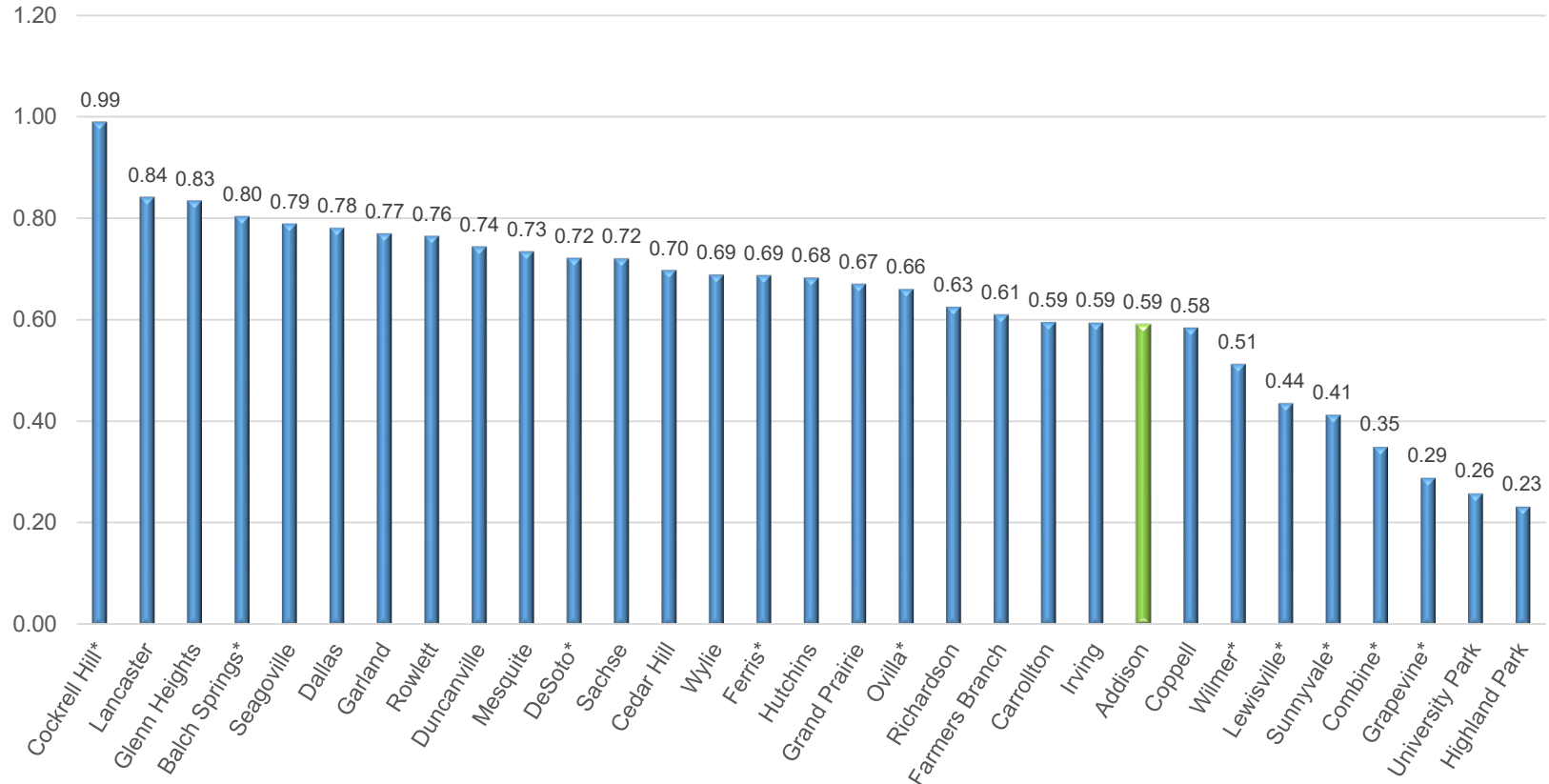


*FY2020 Tax rates unavailable;
FY2019 Tax rate presented.



Median: 0.511585
Mean: 0.495737

FY2020 Tax Rates – Dallas County



*FY2020 Tax rates unavailable;
FY2019 Tax rate presented.



Median: 0.682459
Mean: 0.634345

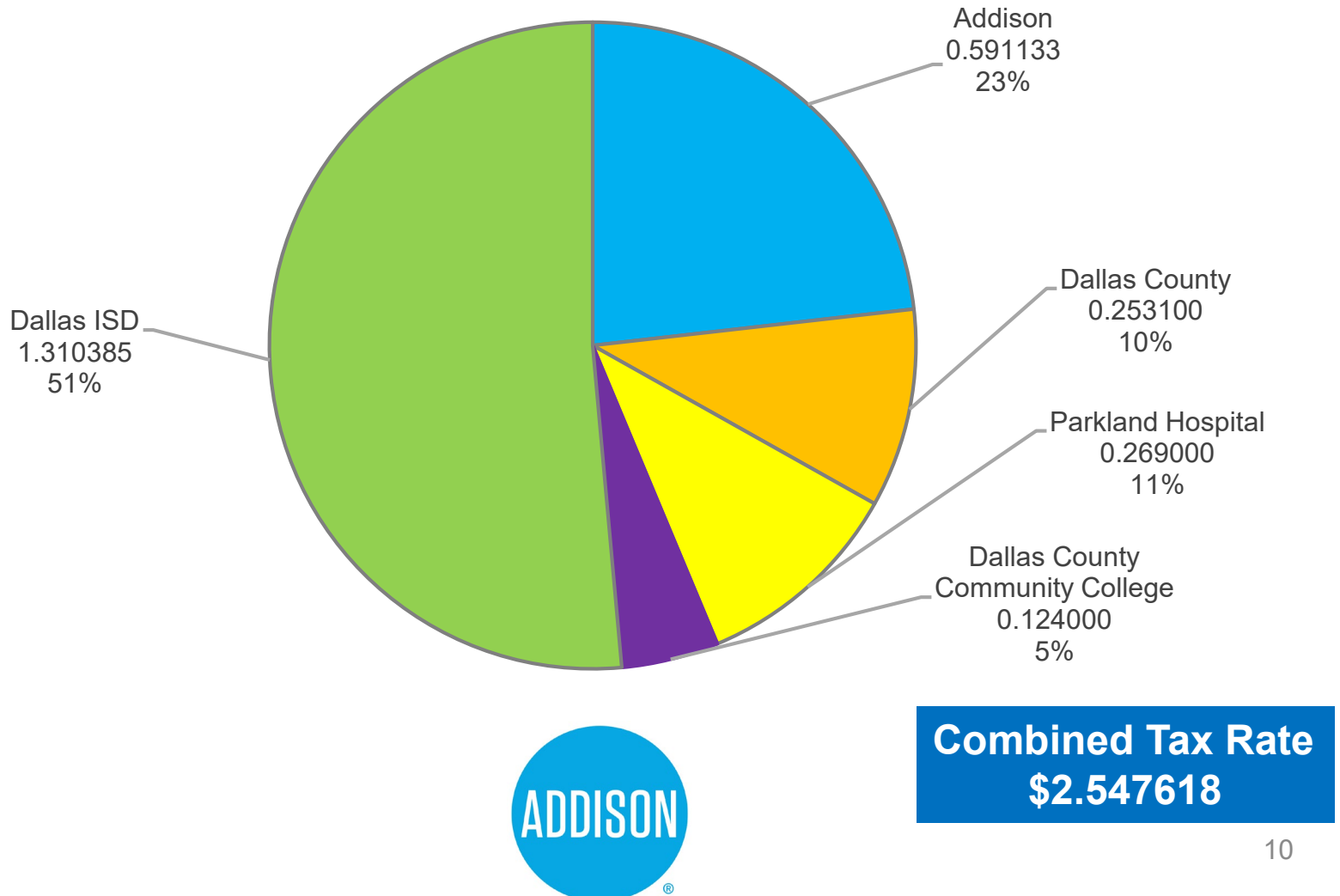
Impact on Average Homeowner

	FY2019	FY2020
Average Home Value	\$319,582	\$331,280
Tax Rate	55.0000	59.1133
Annual Tax Bill	\$1,757.70	\$1,958.30

Based on the average home value of \$331,280, the average residential taxpayer would pay \$200.60 (≈\$16.71 per month) more than last year.



FY2020 Property Tax Rates Combined





Questions?

Tax Code 26.05

- “I move that the property tax rate be increased by the adoption of a tax rate of \$0.591133 per \$100 valuation, which is effectively a 7.02 percent increase in the tax rate”.



Work Session and Regular Meeting

14.

Meeting Date: 09/10/2019

Department: Finance

Pillars: Excellence in Transportation Systems

Milestones: All roads in an acceptable condition and well maintained

AGENDA CAPTION:

Present, Discuss and Consider Action on an **Ordinance Authorizing the Issuance of Town of Addison, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019 in the Approximate Aggregate Principal Amount of \$18,000,000; Awarding the Sale Thereof; Levying a Tax, and Providing for the Security for and Payment of Said Certificates; Authorizing the Execution and Delivery of a Paying Agent/Registrar Agreement; Approving the Official Statement; Enacting Other Provisions Relating to the Subject; and Declaring an Effective Date.**

BACKGROUND:

At the City Council Meeting on July 9, 2019, the Council passed a Resolution giving Notice of Intention to Issue Texas Combination Tax and Revenue Certificates of Obligation. The attached ordinance provides for the Town's issuance of Certificates of Obligation in an amount not to exceed \$18,000,000; this 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. 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 is issuing \$15,000,000 in Certificates of Obligations for the purpose of the 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 is issuing \$3,000,000 in Certificates of

Obligations for the purpose of funding streetscape, road, and well-site improvements associated with the development.

The financial impacts of the Certificates of Obligation were included in the Fiscal Year 2020 budget. Certain details concerning the Certificates of Obligation will not be known until the completion of the sale on September 10, 2019. This information will be made available at the Council Meeting on September 10, 2019 prior to the discussion of this item. The ordinance will also be updated at the meeting.

The Town of Addison maintained an underlying bond rating of "AAA" from Standard and Poor's and an "Aaa" from Moody's.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Combination Tax and Revenue Certificates of Obligation, Series 2019

ORDINANCE

relating to

§
TOWN OF ADDISON, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2019

Dated: September 1, 2019

Adopted: September 10, 2019

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.....	2
Section 1.02. Findings.....	4
Section 1.03. Table of Contents, Titles, and Headings.....	5
Section 1.04. Interpretation.....	5

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01. Payment of the Certificates.....	5
Section 2.02. Interest and Sinking Fund.....	6

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization	7
Section 3.02. Date, Denomination, Maturities, and Interest.....	7
Section 3.03. Medium, Method, and Place of Payment.....	8
Section 3.04. Execution and Registration of Certificates	9
Section 3.05. Ownership	10
Section 3.06. Registration, Transfer, and Exchange.....	10
Section 3.07. Cancellation	11
Section 3.08. Temporary Certificates	11
Section 3.09. Replacement Certificates	11
Section 3.10. Book-Entry-Only System.....	12
Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.....	13
Section 3.12. Payments to Cede & Co.....	14

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption	14
Section 4.02. Optional Redemption.....	14
Section 4.03. Reserved.....	14
Section 4.04. Partial Redemption.....	14
Section 4.05. Notice of Redemption to Owners	15
Section 4.06. Payment Upon Redemption	15

Section 4.07.	Effect of Redemption	15
Section 4.08.	Conditional Notice of Redemption	16
Section 4.09.	Lapse of Payment.....	16

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01.	Appointment of Initial Paying Agent/Registrar	16
Section 5.02.	Qualifications	16
Section 5.03.	Maintaining Paying Agent/Registrar	16
Section 5.04.	Termination.....	17
Section 5.05.	Notice of Change to Owners	17
Section 5.06.	Agreement to Perform Duties and Functions.....	17
Section 5.07.	Delivery of Records to Successor	17

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01.	Form Generally	17
Section 6.02.	Form of the Certificates	18
Section 6.03.	CUSIP Registration.....	24
Section 6.04.	Legal Opinion	24
Section 6.05.	Statement Insurance	24

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; FLOW OF FUNDS

Section 7.01.	Sale of Certificates; Official Statement	25
Section 7.02.	Control and Delivery of Certificates	25
Section 7.03.	Deposit of Proceeds	26

ARTICLE VIII

INVESTMENTS

Section 8.01.	Investments	26
Section 8.02.	Investment Income.....	26

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01.	Payment of the Certificates	27
Section 9.02.	Other Representations and Covenants	27

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.....	27
Section 9.04. No Private Use or Payment and No Private Loan Financing.....	28
Section 9.05. No Federal Guaranty.....	28
Section 9.06. No Hedge Bonds.....	28
Section 9.07. No Arbitrage	28
Section 9.08. Arbitrage Rebate	28
Section 9.09. Information Reporting	29
Section 9.10. Record Retention	29
Section 9.11. Registration.....	29
Section 9.12. Deliberate Actions	29
Section 9.13. Continuing Obligation	29

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default	30
Section 10.02. Remedies for Default	30
Section 10.03. Remedies Not Exclusive.....	30

ARTICLE XI

DISCHARGE

Section 11.01. Discharge	31
--------------------------------	----

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports	31
Section 12.02. Material Event Notices	31
Section 12.03. Limitations, Disclaimers and Amendments.....	33

ARTICLE XIII

AMENDMENTS

Section 13.01. Amendments	34
---------------------------------	----

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Changes to Ordinance.....	35
Section 14.02. Partial Invalidity.....	35
Section 14.03. No Personal Liability	35

ARTICLE XV
EFFECTIVENESS

Section 15.01. Effectiveness35

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TOWN OF ADDISON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$_____; AWARDING THE SALE THEREOF; LEVYING A TAX, AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, under the provisions of the Texas Local Government Code, Chapter 271, Subchapter C, as amended, the Town of Addison, Texas (the "Town"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the Town is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the Town, in combination with all or a part of certain revenues of the Town's waterworks and sewer system (the "System") remaining after payment of any obligations of the Town payable in whole or in part from a lien on or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interests of the Town and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention (the "Notice of Intention") to issue certificates of obligation of the Town payable as provided in this Ordinance was published in a newspaper of general circulation in the Town in accordance with the requirements of law, such certificates of obligation to be issued for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, the Notice of Intention stated that the City Council intended to pass an ordinance authorizing the issuance of the Certificates at its City Council meeting held on the date of adoption of this Ordinance; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the Town, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” means any of the Certificates.

“Certificates” means the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance and designated as “Town of Addison, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings, and court decisions.

“Delivery Date” means the date of delivery of the Certificates to the Purchasers and designated as the initial date of the Certificates by Section 3.02(a) of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Town and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.04(d) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year commencing February 15, 2020.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Ordinance” means this Ordinance.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, or any successor thereto as provided in this Ordinance.

“Prior Lien Bonds” means any and all bonds or other obligations of the Town presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first

lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a) of this Ordinance.

“Representations Letter” means the Blanket Letter of Representations between the Town and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“SID” means any person designated by the State of Texas or an authorized department, officer or agency thereof, as and determined by the SEC or its staff to be a state information depository within the meaning of the Rule from time to time.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Surplus Revenues” means the revenues of the System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the Town’s Prior Lien Bonds; provided, however, that the amount of such Surplus Revenues pledged to the payment of the Certificates shall be limited to \$1,000.

“System” as used in this Ordinance means the Town’s waterworks and sewer system, including all present and future additions, extensions, replacements, and improvements thereto.

“Town” means the Town of Addison, Texas.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Certificates as the same come due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity.

Section 1.02. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01. Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the Town, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the Town most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(i) The Town's annual budget shall reflect (i) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the Town and (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year.

(ii) The amount required to be provided in the succeeding Fiscal Year of the Town from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the Town exceeds the sum of (i) the amount shown to be on deposit in the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(iii) Following the final approval of the annual budget of the Town, the governing body of the Town shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (ii) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the Town.

(e) The Town hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of, redemption premium, if any, and interest on the Certificates, as the same become due.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

(a) The Town hereby establishes a special fund or account to be designated the "Town of Addison, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019, Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the Town separate and apart from all other funds and accounts of the Town.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The Town's certificates of obligation to be designated "Town of Addison, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended. The Certificates shall be issued in the aggregate principal amount of \$_____ 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, (ii) improvements to a groundwater well to supply water to the Town's Vitruvian Park, ((i) and (ii) together, (the "Project")) and (iii) to pay professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

Section 3.02. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated September 1, 2019. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on February 15 in the years and in the principal amounts set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption from the later of the date of delivery of the Certificates to the Purchaser (the

“Delivery Date”) or the most recent interest payment date to which interest has been paid or provided for at the rates per annum for each maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on February 15 and August 15 of each year commencing February 15, 2020 and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such alternative banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the Town to be used for any lawful purpose. Thereafter, neither the Town, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the Town by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the Town shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the Town had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the Town whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the Town, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate") representing the entire principal amount of all Certificates, payable in stated installments to the initial purchaser, or its designee, executed by the Mayor and City Secretary of the Town, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the initial purchaser one registered definitive Certificate for each year of maturity of the

Certificates in the aggregate principal amount of all Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The Town, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment as herein provided (except interest shall be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the Town nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the Town and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the Town shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in a denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the Town and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the Town nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then return such canceled Certificates to the Town or may in accordance with law dispose of such cancelled Certificates.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the Town may execute and, upon the Town's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the Town executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The Town, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Town or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the Town harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the Town and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the Town and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the Town or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the Town and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Certificates, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Town and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in

the Certificates. Without limiting the immediately preceding sentence, the Town and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Town and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the Town to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the Town, and applicable to the Town's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the Town or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter of the Town to DTC, and that it is in the best interest of the Town and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the Town shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representations Letter of the Town to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The Town reserves the option to redeem Certificates maturing on and after February 15, 2029 in whole or any part, before their respective scheduled maturity dates, on February 15, 2028 or on any date thereafter, such redemption date or dates to be fixed by the Town, at a price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the Town shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The Town, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Reserved.

Section 4.04. Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the Town in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the Town shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the Town and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Town defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the Town shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to

bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the Town.

Section 4.08. Conditional Notice of Redemption.

The Town reserves the right to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Town retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Town delivers a certificate of the Town to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional notice of redemption, the failure of the Town to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Section 4.09. Lapse of Payment.

Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the Town will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the Town and the Paying Agent/Registrar in

substantially the form presented at this meeting, such form of agreement being hereby approved. The signature of the Mayor shall be attested by the City Secretary of the Town.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the Town will promptly appoint a replacement.

Section 5.04. Termination.

The Town, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the Town will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Town or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Dallas
TOWN OF ADDISON, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2019

INTEREST RATE: MATURITY DATE: DELIVERY DATE: CUSIP NUMBER:
_____ % February 15, _____ October 10, 2019 _____

The Town of Addison (the "Town"), in the County of Dallas, State of Texas, for value received, hereby promises to pay to

_____ or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been provided for, and to pay interest on such principal amount from the later of Delivery Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2020.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the designated office in Dallas, Texas, of The Bank of New York Mellon Trust Company, National Association, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor Paying Agent/Registrar. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last

business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Certificate is dated September 1, 2019 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the Town (the "Ordinance") for the purpose of paying contractual obligations to be incurred for authorized public improvements (the "Project") as described in the Ordinance, and to pay for the professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

The Certificates and the interest thereon are payable from the levy of a direct and continuing ad valorem tax within the limits prescribed by law, against all taxable property in the Town and from a pledge of certain Surplus Revenues (not to exceed \$1,000) of the Town's waterworks and sewer system, all as described and provided for in the Ordinance.

The Town has reserved the option to redeem the Certificates maturing on or after February 15, 2029, in whole or in part, before their respective scheduled maturity dates, on February 15, 2028, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the Town shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other customary method that results in a random selection the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the

redemption date specified in such notice; from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

The Town reserves the right to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Town retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Town delivers a certificate of the Town to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional notice of redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the Town to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Town for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the Town nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The Town, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date, or the Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the Town nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the Town have been levied for and pledged to the

payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates from a pledge of a limited amount of the Surplus Revenues, as described in the Ordinance, derived by the Town from the operation of the waterworks and sewer system in an amount limited to \$1,000, that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the Town, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the Town and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the Town has been duly impressed or placed in facsimile on this Certificate.

Mayor, Town of Addison, Texas

City Secretary,
Town of Addison, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the Town of Addison, Texas; and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from each Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificates of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON
TRUST COMPANY,
NATIONAL ASSOCIATION,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The Signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The initial Certificate shall be in the form set forth in subsections (a) through (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings “INTEREST RATE,” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and the words “CUSIP NO.” shall be deleted;

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on the fifteenth day of February in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(Information to be inserted from Section 3.02(c) hereof).

(iii) the Initial Certificate shall be numbered T-1.

Section 6.03. CUSIP Registration.

The Town may secure identification numbers through the CUSIP Global Services, managed by Standard & Poor’s Financial Services LLC on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the Town nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the Town, which may be executed in facsimile.

Section 6.05. Statement Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates, may be printed on each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; FLOW OF FUNDS

Section 7.01. Sale of Certificates; Official Statement.

(a) The Certificates, having been duly advertised and offered for sale at competitive bid, are hereby officially sold and awarded to BOK Financial Securities, Inc. (the "Purchaser") for a purchase price equal to the principal amount thereof, plus a cash premium in the amount of \$_____, being the bid which produced the lowest true interest cost to the City. The Initial Certificate shall be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted and is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary are hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information pertaining to the Certificates, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Certificates by the Purchaser, is hereby ratified, approved and confirmed.

(c) All officers of the Town are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the Town is hereby authorized and directed to issue a check of the Town payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount per series to be the lesser of (i) 1/10th of 1% of the principal amount of such series of the Certificates or (ii) \$9,500.)

(d) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, bond counsel for the Town, which opinion shall be dated and delivered the Closing Date.

Section 7.02. Control and Delivery of Certificates.

(a) The Mayor of the Town is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the

Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Purchaser or a representative thereof under and subject to the general supervision and direction of the Mayor, against receipt by the Town of all amounts due to the Town under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Deposit of Proceeds.

(a) The proceeds of the Certificates received on the Closing Date, shall be deposited to a special account of the Town, such moneys to be dedicated and used solely for the purposes for which the Certificates are being issued as herein provided in Section 3.01. To the extent any of such amount is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the Town, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund be credited to such fund.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.03(b) hereof shall be credited to the account where deposited until the acquisition or construction of said projects is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date and, if applicable, on a date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The Town will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the Town will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the Town will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The Town is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the Town in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

The Town intends that the interest on the Certificates be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150, inclusive, of the Code. The Town covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of sections 103 and 141 through 150, inclusive, of the Code. In particular, the Town covenants and agrees to comply with each requirement of Sections 9.03 through 9.13, inclusive; provided, however, that the Town will not be required to comply with any particular requirement of Sections 9.03 through 9.13, inclusive, if the Town has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes or (ii) compliance with some other requirement specified in such Counsel's Opinion will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement will constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.13, inclusive.

Section 9.04. No Private Use or Payment and No Private Loan Financing.

The Town covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Moreover, the Town will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “private activity bonds” within the meaning of section 141 of the Code.

Section 9.05. No Federal Guaranty.

The Town covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

Section 9.06. No Hedge Bonds.

The Town covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

Section 9.07. No Arbitrage.

The Town covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the Town will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code.

Section 9.08. Arbitrage Rebate.

If the Town does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Town will take all necessary steps to comply with the requirement that certain amounts earned by the Town on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the Town will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the Town allocable to other Certificate issues of the Town or moneys that do not represent gross proceeds of any bond issues of the Town, (ii)

determine at such times as are required by the applicable Regulations, the amount earned from the investment of the gross proceeds of the Certificates that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates, or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Town will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 9.09. Information Reporting.

The Town covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code.

Section 9.10. Record Retention.

The Town will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until three years after the last Certificate is redeemed or paid at maturity, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Town to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

Section 9.11. Registration.

The Certificates will be issued in registered form.

Section 9.12. Deliberate Actions.

The Town will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to fail to meet any requirement of section 141 of the Code after the issue date of the Certificates unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the Town takes such remedial action, and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

Section 9.13. Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the Town's obligations under the covenants and provisions of Sections 9.03 through 9.13, inclusive, shall survive the defeasance

and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement, or obligation of the Town, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the Town.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the Town for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Certificates may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The Town shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the Town, financial information and operating data with respect to the Town of the general type included in the final Official Statement, being information described in the Tables numbered 1 through 6 and 8 through 15, including financial statements of the Town if audited financial statements of the Town are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the Town, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Town commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Town shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Material Event Notices.

(a) The Town shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;

- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Town;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.
- (xv) incurrence of a financial obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in

any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the Town; and the Town intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of financial obligations in those sections to have the same meanings as when they are used in rule and sec release no. 34-83885, dated August 20, 2018.

(b) The Town shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the Town to provide required annual financial information and notices of material events in accordance with Sections 12.01 and 12.02. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The Town shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Town remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give notice of any redemption calls and any defeasances that cause the Town to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Town’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the Town in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

(e) The provisions of this Article may be amended by the Town from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the Town so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provide.

ARTICLE XIII

AMENDMENTS

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains outstanding except as permitted in this Section. The Town may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Changes to Ordinance.

The Mayor and Director of Finance, in consultation with Bond Counsel, are hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 14.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 14.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Town or any person executing any Certificates.

ARTICLE XV

EFFECTIVENESS

Section 15.01. Effectiveness.

This Ordinance shall take effect immediately from and after its passage.

APPROVED AND ADOPTED this September 10, 2019.

Mayor, Town of Addison, Texas

ATTEST:

City Secretary, Town of Addison, Texas

APPROVED AS TO FORM:

By: _____
City Attorney, Town of Addison, Texas

*Signature Page for Ordinance
Series 2019 Combination Tax and Revenue Certificates of Obligation*

Work Session and Regular Meeting

15.

Meeting Date: 09/10/2019

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance to Amend the Code of Ordinances by Amending Chapter 66 (Solid Waste) Article II (Collection And Disposal), Division 2 (Service Charge) Section 66-52 to Increase the Mandatory Monthly Fee for Garbage Collection Hauling and Disposal (Curbside Pickup) from each Single Dwelling Unit within the Town from \$12.24 to \$12.51; Providing that such Increased Rate Shall be Effective October 1, 2019, and Reflected in the November 2019 Billing Cycle.**

BACKGROUND:

The Town contracts with Community Waste Disposal (CWD) for the provision of residential garbage and recycling collections for all single-family homes in Addison. This contract began October 1, 2015, and automatically renews for an additional year for five years if neither party requests termination.

As stated in the contract, beginning with year three (3) and every year thereafter, prices will increase or decrease in an amount equal to the Producer's Price Index (PPI). According to the Bureau of Labor Statistics, the percent change in the PPI rate from March 2019 was an increase of 2.2%. This increase results in a monthly garbage and recycling rate increase from \$12.24 to \$12.51, per single-family resident. The increase will take effect October 1, 2019, and be reflected on the November 2019 utility bill.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Fiscal Year 2020 Solid Waste Rate Increase

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY, CHAPTER 66 (SOLID WASTE), ARTICLE II (COLLECTION AND DISPOSAL), DIVISION 2 (SERVICE CHARGE), SECTION 66-52 TO INCREASE THE MANDATORY MONTHLY FEE FOR GARBAGE COLLECTION, HAULING AND DISPOSAL (CURBSIDE PICKUP) FROM EACH SINGLE DWELLING UNIT WITHIN THE TOWN FROM \$12.24 TO \$12.51; PROVIDING THAT SUCH INCREASED RATE SHALL BE EFFECTIVE OCTOBER 1, 2019 AND REFLECTED IN THE NOVEMBER 2019 BILLING CYCLE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

Section 1. Amendment. The Code of Ordinances of the Town of Addison, Texas, Chapter 66 (Solid Waste), Article II (Collection and Disposal), Division 2 (Service Charge), Section 66-52 (Single dwelling units) is hereby amended to read in its entirety as follows:

Section 66-52. - Single dwelling units.

All owners, lessees or persons in possession of residential property shall be charged a mandatory monthly fee for garbage collection, hauling and disposal from residences situated within the corporate limits of the town as follows:

Curbside pickup for each single dwelling unit, exclusive of sales tax and applicable state fees . . . \$12.51.

Section 2. Effective Date of Increase. The change in the mandatory monthly fee for garbage collection, hauling and disposal from residences as set forth in Section 1 above shall become effective on October 1, 2019 and shall be applied to monthly customer bills beginning with the November 2019 billing cycle.

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the Town and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have

passed such remaining portion of this Ordinance despite such invalidity, which remaining portion shall remain in full force and effect.

Section 5. 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 this 10th day of September 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda McDonald, City Attorney

Published On: _____

Work Session and Regular Meeting

16.

Meeting Date: 09/10/2019

Department: Finance

Pillars: Gold Standard in Customer Service
Gold Standard for Financial Health

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Amending Chapter 82 (Utilities), Section 82-76 and Section 82-77 of the Code of Ordinances of the Town by Amending Sewer Rates and Water Rates for All Customer Classifications; Providing that the Changes to the Sewer Rates and Water Rates Made Herein Shall be Applied to Monthly Customer Bills Beginning with the November 2019 Billing Cycle.**

BACKGROUND:

On January 23, 2018, Council approved a resolution to approve a policy to adopt utility rates as set forth in the financial plan and utility rate model created by Raftelis Financial Consultants, Inc. (RFC) which was presented at the January 9, 2018, Council meeting.

Council gave staff direction to move forward with a policy to adopt utility rates to fully fund the short-term staffing plan and provide a mix of cash and bond funding for capital improvement projects by utilizing cost of service adjustments. The new adjustments, which will be effective October 1, 2019, consist of the following proposed increases to water and sewer rates over a five year period:

- 2018: 8%
- 2019: 6.5%
- 2020: 6%
- 2021: 2.5%
- 2022: 5%

Staff reviews this utility rate model on an annual basis to ensure the rate adjustments are appropriate.

The Town purchases water and sewage treatment from Dallas Water Utility (DWU) as well as sewage treatment services from the Trinity River Authority (TRA). Charges from both entities are included in the financial plan and rate model created by RFC. Sec. 82-78 of the Town's code of ordinances provides that the pass-through of wholesale cost increases for water purchases and sewer treatment services be included in water and sewer rates, which shall reflect

changes in the costs of water purchases, sewer treatment and transportation services which are paid by the Town to other governmental entities. This means that the cost increases from these two entities are directly passed to the Town of Addison customers.

Below are examples of the increase in a water and sewer bill for a single family:

Consumption	Existing	New Rate (10/1/19)	% Increase
5,000 gallons	\$52.91	\$56.33	6.5%
8,000 gallons	\$77.79	\$82.82	6.5%
10,000 gallons	\$94.38	\$100.48	6.5%

The specific rates for each customer class are listed in the attached ordinance.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Fiscal Year 2020 Water and Sewer Rates Increase

Presentation - Fiscal Year 2020 Utility Rate Model Update & Rate Increases

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 82, SECTION 82-76 AND SECTION 82-77 OF THE CODE OF ORDINANCES OF THE TOWN BY AMENDING SEWER RATES AND WATER RATES FOR ALL CUSTOMER CLASSIFICATIONS; PROVIDING THAT THE CHANGES TO THE SEWER RATES AND WATER RATES MADE HEREIN SHALL BE APPLIED TO MONTHLY CUSTOMER BILLS BEGINNING WITH THE NOVEMBER 2019 BILLING CYCLE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council is authorized by Section 2.08.p. of the City Charter to provide for a sanitary sewer and water system, and the City is authorized by law (including, without limitation, Sections 552.001 and 552.017, Tex. Loc. Gov. Code) to own, construct and operate a water and sewer system and to prescribe rates therefor; and

WHEREAS, adjustments to the City's water and sewer utility rates have been proposed by the Town of Addison's Rate Model, Dallas Water Utilities and Trinity River Authority; and

WHEREAS, the City has conducted a review and evaluation of the City's water utility rates and has determined therefrom that the rates need to be adjusted as set forth herein to support the operating, maintenance, and capital needs of the City's water utility system.

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

Section 1. The Code of Ordinances of the Town of Addison, Texas, Chapter 82 (Utilities), Article I (In General), Division 5 (Rates and Charges), Section 82-76 (Sewage Rates) is hereby amended in part to change the monthly sewage rates effective October 1, 2019 and to be applied to the November 2019 customer bill as follows:

Sec. 82-76. - Sewage rates.

- (1) *Sewer minimum bills.* Minimum monthly bills shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification:	Minimum Monthly Bill	Volume Included (Gallons)
Single-Family Residential	16.17	2,000
Multifamily Residential Large (meter size greater than or equal to two inches)	206.72	37,000
Multifamily Residential Small (meter size less than two inches)	86.96	15,000
Schools	114.18	20,000
Municipal	59.73	10,000
Commercial Large (meter size greater than or equal to two inches)	206.72	37,000
Commercial Small (meter size less than two inches)	32.50	5,000
Industrial Large (meter size greater than or equal to two inches)	206.72	37,000
Industrial Small (meter size less than two inches)	21.62	3,000
Hotel/Motel	549.69	100,000

- (1) *Sewer volume rate.* All volume which exceeds the amount allowed in the minimum bill shall be charged at a rate of \$ 5.45 per 1,000 gallons of water consumed for all customer classifications.

Section 2. The Code of Ordinances of the Town of Addison, Texas, Chapter 82 (Utilities), Article I (In General), Division 5 (Rates and Charges), Section 82-77 (Water Rates) is hereby amended in part to increase water rates effective October 1, 2019 and to be applied to the November 2019 customer bill as follows:

Sec. 82-77. - Water rates

The customer classifications, minimum bills, and consumption charges shall be as follows:

- (1) *Water minimum bills.* Minimum monthly bill shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification:	Minimum Monthly Bill	Volume Included (Gallons)
Single-Family Residential	13.67	2,000
Multifamily Residential Large (meter size greater than or equal to two inches)	132.21	37,000
Multifamily Residential Small (meter size less than two inches)	57.70	15,000
Schools	74.64	20,000
Municipal	40.77	10,000

Commercial Large (meter size greater than or equal to two inches)	132.21	37,000
Commercial Small (meter size less than two inches)	23.83	5,000
Industrial Large (meter size greater than or equal to two inches)	132.21	37,000
Industrial Small (meter size less than two inches)	17.07	3,000
Hotel/Motel	345.57	100,000
Irrigation Large (meter size greater than or equal to two inches)	247.73	40,000
Irrigation Small (meter size less than two inches)	97.21	15,000
Fire Meters	33.99	8,000

(2) *Water volume rate.* All volume which exceeds the amount allowed in the minimum bill shall be charged at a rate of \$3.38 per 1,000 gallons of water consumed for all customer classifications, with the exceptions as noted in subsection (3) below.

(3) *Water conservation volume rate.* Single-family residential customers shall be charged a rate of \$6.02 per 1,000 gallons of water for all water consumed in excess of 15,000 gallons. Irrigation (large and small) customers shall be charged for all volume, which exceeds the amount allowed in the minimum bill, at a rate of \$ 6.02 per 1,000 gallons of water consumed.

Section 3. 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 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Incorporation of Recitals. The above and foregoing recitals to this Ordinance are true and correct and are incorporated herein and made a part of this Ordinance for all purposes.

Section 6. Effective Date. This Ordinance shall be effective from and after its date of passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of September 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda McDonald, City Attorney



Utility Rate Model Update &
Rate Increases
September 10, 2019

RATE IMPACTS

Financial Plan is supported with the following percentage rate increases*:

	2018	2019	2020	2021	2022	2023
Water Rate Increase	N/A	8.00%	6.50%	6.00%	2.50%	5.00%
Wastewater Rate Increase	N/A	8.00%	6.50%	6.00%	2.50%	5.00%
Total Customer Bill Increase		8.00%	6.50%	6.00%	2.50%	5.00%
WATER: Single Family Rate Structure						
<i>Fixed Charge</i>						
Minimum Charge (includes 2,000 gal)	\$ 11.89	\$ 12.84	\$ 13.67	\$ 14.49	\$ 14.85	\$ 15.59
<i>Volume Rates</i>						
Volumetric Rate	\$ 2.94	\$ 3.18	\$ 3.38	\$ 3.58	\$ 3.67	\$ 3.86
Conservation Rate (above 15,000 gal)	\$ 5.23	\$ 5.65	\$ 6.02	\$ 6.38	\$ 6.54	\$ 6.86
WASTEWATER: Single Family Rate Structure						
<i>Fixed Charge</i>						
Minimum Charge (includes 2,000 gal)	\$ 14.06	\$ 15.18	\$ 16.17	\$ 17.14	\$ 17.57	\$ 18.45
<i>Volume Rate</i>						
Volumetric Rate (8,000 gal cap)	\$ 4.74	\$ 5.12	\$ 5.45	\$ 5.78	\$ 5.92	\$ 6.22

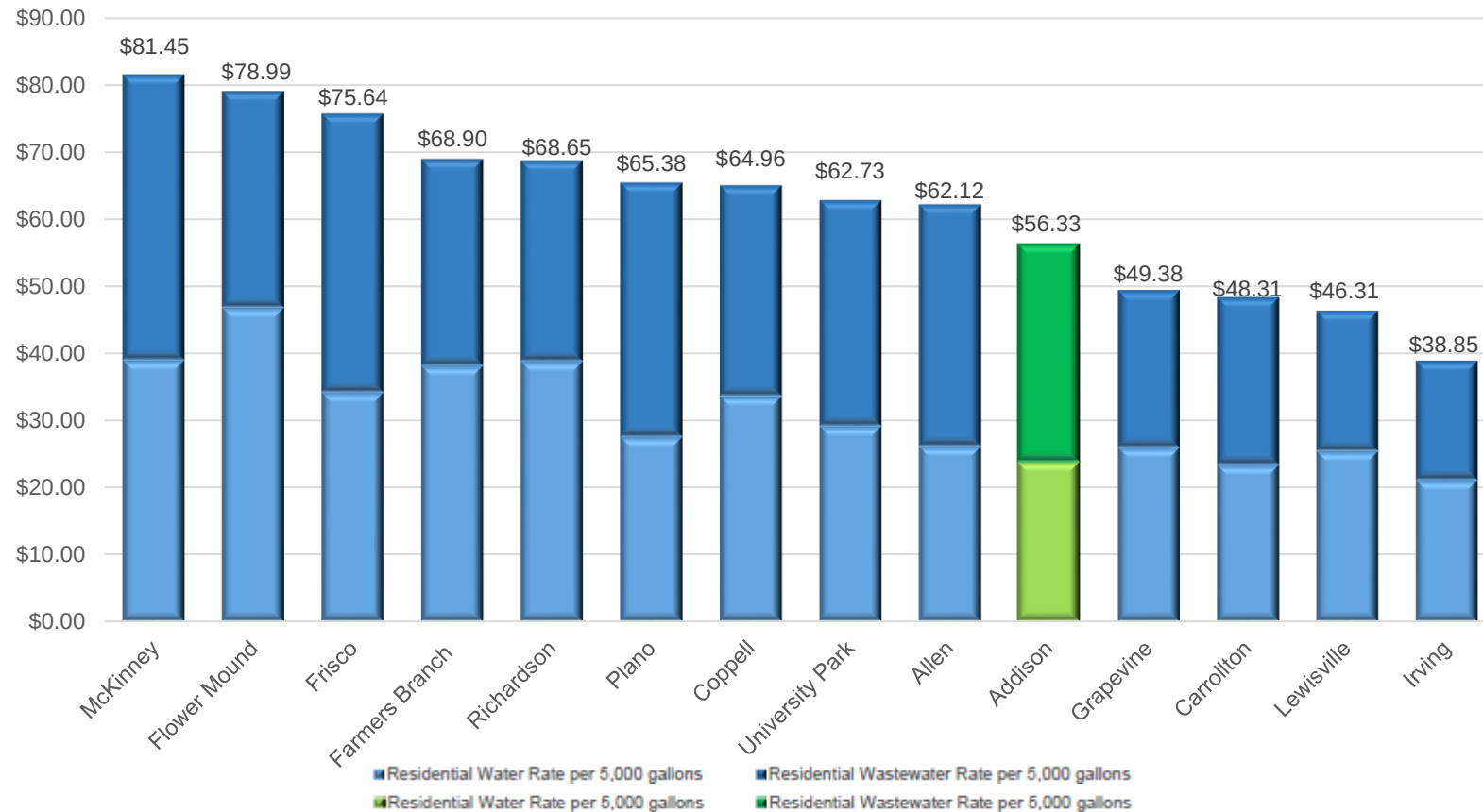
*Percentage rate increase is being applied to each class' existing rate structure, including conservation rates.

Water and Sewer Rate Changes

Sample Residential Water and Sewer Bill			
Consumption	Existing	New Rate	Change
5,000 gallons	\$52.92	\$56.33	\$3.41
8,000 gallons	\$77.82	\$82.82	\$5.00
10,000 gallons	\$94.42	\$100.48	\$6.06

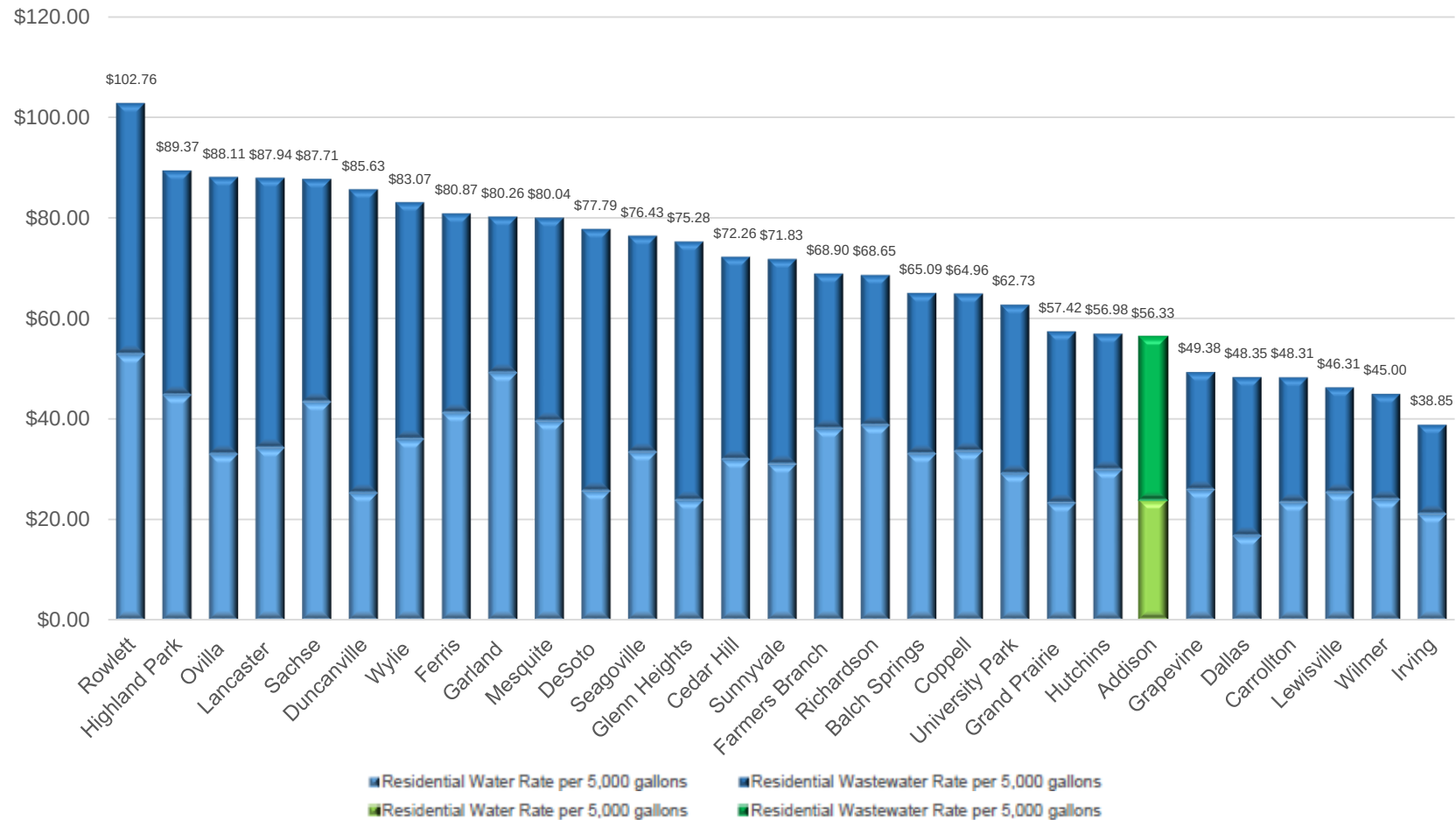


Utility Rates – Comparison Cities



Median: \$63.85
Mean: \$62.00

Utility Rates – Dallas County



Median: \$71.83

Mean: \$69.54

Work Session and Regular Meeting

17.

Meeting Date: 09/10/2019

Department: Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Adopting New Residential Building Permit Fees**.

BACKGROUND:

During the most recent legislative session, the State passed House Bill 852. The bill was signed by the Governor and became effective on May 21, 2019. The Bill prohibits cities from basing the amount of a building permit fee or inspection fee required in connection with the construction or improvement of a residential dwelling on the value of the dwelling or construction cost of any improvements being proposed for the dwelling. Addison, along with many other cities throughout Texas, have based building permit fees on the value of the project. Therefore, Addison must now adjust the way in which it assesses fees for residential construction.

In determining how to assess the fee, the first step is distinguishing between commercial and residential projects. No changes are currently being proposed to fees for commercial projects. They will continue to be assessed based on valuation. Residential projects are to be defined in accordance with the Texas Local Government Code Section 214.211 and the International Residential Building Code. Based on this definition, the following structures will be considered residential:

1. Detached one-family and two-family dwellings and associated accessory structures of three stories or less
2. Bed & Breakfasts containing less than five guest rooms
3. Live-Work Units containing less than 10% commercial space
4. Townhomes or condominiums containing three stories or less with separate entrances and exits.
5. Miscellaneous permits associated with the above uses.

Staff reviewed the current Town expenses and permit revenue obtained from residential construction projects. Staff estimates that the current cost for Building Inspection functions is approximately \$550,000 annually. As Addison consists primarily of commercial development, Building Inspections staff spend approximately 15% of their time on residential construction activities such as plan review, permitting and inspections. This equates to approximately \$82,500 in expenses annually. In Fiscal Year 2018, the Town received \$70,124 in permit fees from residential development. Through the end of August in Fiscal Year 2019, the Town received \$79,941 in residential permit fees.

In developing new fees, Staff investigated fees that would maintain as much revenue as possible, while keeping Addison's fees in line with other cities. Based on this analysis, Staff is proposing to replace the current valuation-based permit fee calculation with a hybrid approach. The fee for most new construction and renovation projects would be established on a per square foot scale based on the following table.

Residential Combination Building Permit	
Gross Square Feet	Fee
2,000 sq ft or less	\$1.15 per sq ft
2,001 sq ft to 5,000 sq ft	\$2,300 for the first 2,000 sq ft plus \$.75 for each additional sq ft up to and including 5,000 sq ft

5,001 sq ft to 8,000 sq ft	\$4,550 for the first 5,000 sq ft plus \$.50 for each additional sq ft up to and including 8,000 sq ft
8,001 sq ft or greater	\$6,050 for the first 8,000 sq ft plus \$.25 for each additional sq ft

As the project gets larger, the cost per square foot is reduced. This recognizes that there is some economy of scale related to larger projects. This scale attempts to retain similar amounts of revenue as the former valuation-based fee. For example, the current permit fee for a new 2,500 square foot home would be approximately \$2,874 based on industry standards for the value of a home of that size. Under the proposed fee per square foot, the permit fee would be \$2,675. For comparison, the average permit fee of our comparator cities for a home of this size is \$1,463.

For other more minor projects such as fences, foundation repairs, water heaters and HVAC replacements which do not lend themselves to a square foot calculation, staff is proposing a range of flat fees. These fees are detailed in the attached permit fee table along with a comparison of what other cities charge.

In most cases, the fees being proposed are higher than average, but are within the range of what other cities are charging. Addison has historically charged a higher fee than our comparator cities under the valuation-based permit fee structure. While the proposed fees do result in a lower permit fee, Staff is proposing fee amounts that are still, for the most part, higher than average. This was done to retain as much revenue as possible given other revenue constraints the Town is facing. Staff is projecting a loss in residential permit fee revenue of approximately \$30,000 with these changes.

The Fiscal Year 2020 budget anticipates building permit fee revenue to be \$574,500. Given the volatility in the construction industry and Addison's relatively small size, the Town has always been very conservative when budgeting building permit fee revenue. In Fiscal Year 2018, the Town collected approximately \$1,250,000 in permit fee revenue. Through the end of August in Fiscal Year 2019, the Town has collected \$975,000 in permit fee revenue. Therefore, staff believes that the proposed loss in residential permit fee revenue can be absorbed without impacting the budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Building Permit Fees
Miscellaneous Permit Fee Table

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 019-____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES INCLUDING CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, BY AMENDING SECTION 18-1 (BUILDING PERMIT FEE SCHEUDLE) AND SECTION 18-2 (SUBCONTRACTOR’S AND MISCELLANEOUS PERMIT FEE SCHEDULE) OF ARTICLE ONE (IN GENERAL) AND BY AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE IX. – FEES. TO ADOPT NEW BUILDING PERMIT FEES RELATED TO RESIDENTIAL CONSTRUCTION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Abbott signed HB 852 on May 21, 2019 which prohibits municipalities from using valuation as a basis for determining permitting fees; and

WHEREAS, the Town of Addison, Texas has determined that changes are necessary to comply with HB 852; and

WHEREAS, the adoption of this Ordinance and amendments set forth herein are for and in the best interested of the health, safety and welfare of the City and its citizens.

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

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

Section 2. Chapter 18 – Buildings and Building Regulations is hereby amended by amending Sections 18-1 – Building Permit Fee Schedule and Section 18-2 – Subcontractor’s and miscellaneous permit fee schedule to read in their entirety as follows.

CHAPTER 18 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. – IN GENERAL

Section 18-1. – Building permit fee schedule.

The building permit fee schedule is established in Chapter 2, Administration, Article IX. Fees.

Section 18-2. – Subcontractor’s and miscellaneous permit fee schedule.

The Subcontractor’s and miscellaneous permit fee schedule is established in Chapter 2, Administration, Article IX. Fees.

Section 3. Chapter 2, Administration, Article IX. Fees is hereby amended to add Section 2-351 (b), (c), (d), and (e) to read in its entirety as follows.

CHAPTER 2 – ADMINISTRATION

...

ARTICLE IX. – FEES

...

Section 2-351. Master Fee Ordinance

...

(b) Building Permit Fees

Commercial Combination Building Permit	
Total Valuation	Fee
\$1.00 to \$500.00	\$40.00
\$501.00 to \$2,000.00	\$40.00 for the first \$500.00 plus \$5.00 for each additional \$100.00, or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$115.00 for the first \$2,000.00 plus \$23.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$644.00 for the first \$25,000.00 plus \$15.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$1,019.00 for the first \$50,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$1,569.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$5,169.00 for the first \$500,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$9,169.00 for the first \$1,000,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof.

Residential Combination Building Permit	
Gross Square Feet	Fee
2,000 sq. ft. or less	\$1.15 per sq. ft.
2,001 sq. ft. to 5,000 sq. ft.	\$2,300 for the first 2,000 sq. ft. plus \$.75 for each additional sq. ft. up to and including 5,000 sq. ft.
5,001 sq. ft. to 8,000 sq. ft.	\$4,550 for the first 5,000 sq. ft. plus \$.50 for each additional sq. ft. up to and including 8,000 sq. ft.
8,001 sq. ft. or greater	\$6,050 for the first 8,000 sq. ft. plus \$.25 for each additional sq. ft.

For the purposes of establishing a fee for building permits, the following projects shall be considered residential construction:

1. Single Family Dwellings and associated accessory structures of three stories or less
2. Bed & Breakfasts containing less than five guest rooms
3. Live-Work Units containing less than 10% commercial space
4. Townhomes or condominiums containing three stories or less with separate entrances and exits.
5. Miscellaneous permits associated with the above uses.

(c) Miscellaneous Residential Building Permit Fees

Residential Miscellaneous Building Permit Fee Schedule <i>*(Permits Not Considered Part of a Combination Permit)</i>	
Permit Type	Fee Amount
1. Fence	\$ 50.00
2. Fence-Masonry	\$75.00
3. Retaining Walls	\$125.00
4. Swimming Pools	\$350.00
5. Spa, Hot-Tub, Fountains	\$250.00
6. Reroof	\$75.00
7. Window Replacements	\$75.00
8. House Moving	\$250.00
9. Sports Court <i>*(Includes Foundation, Nets, lighting)</i>	\$125.00
10. Foundation Repair	\$125.00
11. Driveway <i>*(On Private Property, Not in R.O.W.)</i>	\$75.00
12. Demolition <i>*(Complete Structure)</i>	\$125.00

13. Demolition <i>*(Demolition as Part of an Alteration)</i>	\$50.00
14. Gazebo, Arbor, and Similar Structures <i>*(Structures with not Mechanical, Electrical or Plumbing)</i>	\$125.00
15. Reinspection Fee 1 st Charge <i>*(Applicable to all Trades and Permit Types)</i>	\$75.00
16. Reinspection Fee 2 nd and all Additional Charges <i>*(Applicable to all Trades and Permit Types)</i>	\$125.00
17. Building Over-the-Counter Permit <i>*(Minor Building Work Not Identified in Schedule)</i>	\$50.00
Residential Miscellaneous Mechanical Permit Fee Schedule <i>*(Permits Not Considered Part of a Combination Permit)</i>	
1. Furnace Replacement	\$50.00/unit
2. Furnace and AC Coil & Condenser Replacement	\$75.00/Unit
3. AC Evaporative Coil Replacement	\$50.00/Unit
4. AC Condensing Unit Replacement	\$50.00/Unit
5. AC Combination Evaporative-Condensing Unit Replacement	\$75.00/Unit
6. Duct Work <i>*(New Extensions or Replacements)</i>	\$75.00
7. Mechanical Over-the-Counter Permit <i>*(Minor Mechanical Work Not Identified in Schedule)</i>	\$50.00
Residential Miscellaneous Electrical Permit Fee Schedule <i>*(Permits Not Considered Part of a Combination Permit)</i>	
1. Temporary Electrical Pole	\$50.00
2. Temporary Electrical Power Release	\$50.00
3. Electrical Service Change-Upgrade	\$75.00
4. Electrical Grounding-Bonding System	\$50.00
5. Electrical Lightning-Protection	\$75.00
6. Electrical Solar Systems-Wiring	\$125.00

7. Electrical Over-the-Counter Permit <i>*(Minor Electrical Work Not Identified in Schedule)</i>	\$75.00
Residential Miscellaneous Plumbing Permit Fee Schedule <i>*(Permits Not Considered Part of a Combination Permit)</i>	
1. Irrigation-Lawn Sprinkler	\$75.00
2. Temporary Gas Release	\$50.00
3. Water Heater Replacement	\$50.00/Unit
4. Gas Line Extension, alteration or Replacement <i>*(Include above grade and/or below Grade)</i>	\$50.00
5. Plumbing Fixtures <i>*(Add Plumbing Fixtures Other Than Water Heater)</i>	\$50.00/fixture
6. Sewer Lateral, Extension, Alteration or Replacement	\$50.00
7. Water Main, Extension, Alteration or Replacement	\$50.00
8. Drainage Piping <i>*(Plumbing Drainage Piping, extension, alteration, Replacement).</i>	\$75.00/More than 2-fixtures
9. Water Distribution Piping <i>*(Plumbing Water Piping, extension, alteration, Replacement).</i>	\$75.00/More than two fixtures
10. Plumbing Over-the-Counter Permit <i>*(Minor Plumbing Work, Repair, Not Identified in Schedule)</i>	\$50.00

(d) Plan Review and Inspection Fees

1.	Inspections outside of normal business hours (Minimum charge—Two hours)	\$50.00 per hour ¹
2.	Reinspection fees	\$75 for first reinspection; \$125 for each subsequent reinspection

4.	Additional plan review required by changes, Additions or revisions to plans (Minimum charge—One-half hour)	\$50.00 per hour ¹
5.	For use of outside consultants for plan checking	Actual costs ²

¹ Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

² Actual costs including administrative and overhead costs.

(e) Other Development Fees

Zoning Verification Letter	\$50.00
Zoning Change or Planned Development Review Fee	\$1,000.00
Special Use Permit Fee	\$650.00
Site Plan Review Fee—Less than 5 acres	\$350.00 + \$50.00 per acre or portion thereof
Site Plan Review Fee—5 acres or more	\$500.00 + \$50.00 per acre or portion thereof
Building Elevations/Facade Plan Review Fee	\$150.00
Landscape Plan Review Fee—Less than 5 acres	\$150.00 + \$50.00 per acre or portion thereof

Landscape Plan Review Fee—5 acres or more	\$250.00 + \$50.00 per acre or portion thereof
Civil Engineering Plan Review Fee	\$500.00 + \$25.00 per acre or portion thereof
Civil Engineering Plan Resubmittal Fee—The Civil Engineering Plan Review Fees covers the first, second, and third submittal, a resubmittal fee will be charged to each additional submittal beginning on the fourth submittal	\$500.00 + \$100.00 per acre or portion thereof
Traffic Impact Analysis Review Fee (without modeling)	\$1,000.00
Traffic Impact Analysis Review fee (with modeling)	\$1,500.00
Plat Review Fee—Preliminary, Final, Replat, Amended, Vacation	\$300.00
Board of Adjustment Application Fee	\$200.00
Moving non-residential buildings	\$250.00
Fire Plan Review Fee (1—100,000 square feet)	\$0.035 per square foot of area with \$60.00 minimum
Fire Plan Review Fee (100,001—300,000 square feet)	\$3,500.00 for the first 100,000 square feet

	plus \$0.017 for each additional square foot of area
Fire Plan Review Fee (300,001 + square feet)	\$6,900.00 for the first 300,000 square feet plus \$0.01 for each additional square foot of area

Section 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Addison hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

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

Section 6. That this Ordinance shall take effect from and after the date of passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 10th day of September 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Residential Miscellaneous Building Permit Fees		
Type	Proposed Fee	Comparator City Average
Fence	\$ 50.00	\$ 50.91
Fence-Masonry	\$ 75.00	\$ 50.91
Retaining Wall	\$ 125.00	\$ 77.73
Swimming Pool	\$ 350.00	\$ 241.00
Spa, Hot-Tub, Fountains	\$ 250.00	\$ 159.50
Reroof	\$ 75.00	\$ 115.50
Window Replacement	\$ 75.00	\$ 67.73
House Moving	\$ 250.00	\$ 87.27
Sports Court	\$ 125.00	\$ 77.73
Foundation Repair	\$ 125.00	\$ 77.73
Driveway	\$ 75.00	\$ 64.55
Demolition - Total	\$ 125.00	\$ 59.55
Demolition - Partial	\$ 50.00	\$ 59.55
Gazebo/Arbor (no MEP)	\$ 125.00	\$ 77.73
1st Reinspection Fee	\$ 75.00	\$ 52.45
2nd+ Reinspection Fee	\$ 125.00	\$ 57.00
Building Over-the-Counter Permit	\$ 50.00	\$ 47.50

Residential Miscellaneous Mechanical Permit Fees		
Type	Proposed Fee	Comparator City Average
Furnace Replacement	\$ 50.00	\$ 63.73
Furnace and AC Coil & Condenser Replacement	\$ 75.00	\$ 71.98
AC Evaporative Coil Replacement	\$ 50.00	\$ 62.65
AC Condensing Unit Replacement	\$ 50.00	\$ 62.65
AC Combination Evaporative-Condensing Unit Replacement	\$ 75.00	\$ 80.15
Duct Work	\$ 75.00	\$ 62.20
Mechanical Over-the-Counter Permit	\$ 50.00	\$ 58.64

Residential Miscellaneous Electrical Permit Fees		
Type	Proposed Fee	Comparator City Average
Temporary Electrical Pole	\$ 50.00	\$ 61.00
Temporary Electrical Power Release	\$ 50.00	\$ 65.50
Electrical Service Change-Upgrade	\$ 75.00	\$ 67.50
Electrical Grounding-Bonding System	\$ 50.00	\$ 61.00
Electrical Lightening-Protection	\$ 75.00	\$ 61.00
Electrical Solar Systems-Wiring	\$ 125.00	\$ 71.00
Electrical Over-the-Counter Permit	\$ 75.00	\$ 58.18

Residential Miscellaneous Plumbing Permit Fees		
Type	Proposed Fee	Comparator City Average
Irrigation - Lawn Sprinkler	\$ 75.00	\$ 77.73
Temporary Gas Release	\$ 50.00	\$ 51.14
Water Heater Replacement	\$ 50.00	\$ 51.32
Gas Line Extension/Replacement	\$ 50.00	\$ 53.25
Plumbing Fixtures	\$ 50.00	\$ 49.05
Sewer Lateral	\$ 50.00	\$ 58.45
Water Lateral	\$ 50.00	\$ 58.45
Draining Piping	\$ 75.00	\$ 63.45
Water Distribution Piping	\$ 75.00	\$ 63.45
Plumbing Over-the-Counter Permit	\$ 50.00	\$ 50.45

Work Session and Regular Meeting

18.

Meeting Date: 09/10/2019

Department: Development Services

AGENDA CAPTION:

Present, Discuss and Consider Action on an Ordinance Amending the Various Sections of the Code of Ordinances Relating to Fees for Environmental Health Related Permits, Licenses, and Inspections.

BACKGROUND:

The Town charges a variety of fees for Environmental Health related functions. These fees cover the costs of various activities such as food services licensing and inspections, including mobile food vendors, liquid waste hauler licensing and inspections, and public and semi-public pool inspections. These fees were last reviewed and increased in 2010.

Staff conducted a review of the fees charged by our comparator cities and found that the fees currently charged by the Town are much lower. To establish new fee amounts, the Town looked to the average of our comparator cities and established new fee amounts that are higher than what is being charged currently, but in most cases are slightly below the average of the other cities. Additional information on the proposed fees can be found in the attached summary.

These new fee amounts are anticipated to create approximately \$61,725 in new revenue to the Town. These new fees were discussed during the budget process and the associated revenue will be used to fund a new Senior Environmental Health Specialist to assist with the Town's Environmental Health related functions. The new fees will go into effect on January 1, 2020.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Environmental Health Fees

Environmental Health Fee Summary

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 019-_____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES OF THE TOWN RELATING TO THE PUBLIC HEALTH, SAFETY AND WELFARE AND THE ISSUANCE OF PERMITS OR LICENSES IN CONNECTION THEREWITH, BY AMENDING SECTION 18-723 (FEE FOR PERMIT TO OPERATE A PUBLIC POOL OR SEMIPUBLIC POOL OR SPA), SECTION 46-32(B) (FEE FOR PERMIT TO OPERATE A FOOD ESTABLISHMENT), AND SECTION 82-203 (A) (FEE AND DISPLAY OF PERMIT FOR LIQUID WASTE TRANSPORTATION), AND BY CREATING CHAPTER 2 – ADMINISTRATION, ARTICLE IX. – FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “Town”) has conducted an investigation and analysis regarding the fees described herein, and has determined that such fees should be adjusted as set forth in this Ordinance, and such fees are all established with a view of and to promote the health, safety, welfare, convenience and enjoyment of the public, including to protect the public welfare; and

WHEREAS, the adoption of this Ordinance and amendments set forth herein are for and in the best interested of the health, safety and welfare of the City and its citizens.

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

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

Section 2. Chapter 18, Buildings and Building Regulations is hereby amended by amending Section 18-723. – Insurance; fee. To read in its entirety as follows.

CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS

...

ARTICLE XII. – SWIMMING POOLS AND SPAS

Section 18-723. – Insurance; fee.

The inspector shall issue a swimming pool permit to an applicant if a qualified manager of operations has been designated and the fee has been paid. The amount of the fee is established in Chapter 2 – Administration, Article IX – Fees. The fee is due on or before March 1 of a calendar year. If a permit is initially issued after March 1 of a calendar year, the fee for the year will be prorated according to the number of whole months remaining in the year. No refunds will be made.

Section 3. Chapter 46 – Health and Sanitation is hereby amended by amending Section 46-32. – Food service regulations Subsections (b) (4) and (c) (2) to read in its entirety as follows.

CHAPTER 46, HEALTH AND SANITATION

ARTICLE I. – IN GENERAL

Section 46-32. – Food service regulations.

...

(b) *Permit required; issuance; exceptions.*

...

- (4) The application shall be accompanied by a nonrefundable permit fee as established in Chapter 2, Administration, Article IX. Fees

(c) *Certified food protection manager.* The Rules are further amended as follows:

...

- (2) Every food establishment that has employees whose work brings them in contact with the handling of food, utensils, or food service equipment shall have a certified food protection manager.
- a. A certified food protection manager is a manager or person in charge, on duty during all times of operation, and who has completed a food protection management class from any accredited institution or firm of their choice as accredited by the Texas Department of Health.
 - b. Food establishments that serve, sell, or distribute only pre-packaged foods and non-potentially hazardous beverages, and temporary food establishments are exempt from this section.
 - c. A certified food protection manager is required for each food establishment. The Town of Addison may require additional certified operators in sufficient number to insure that all areas of food preparation and food service, during times of operation, are under the direction of certified supervisory personnel.
 - d. If a food establishment does not meet the requirements for a certified food protection manager because of the termination or transfer of certified personnel, the food establishment shall employ another certified food protection manager within forty-five (45) days after such termination or transfer.
 - e. Food protection management certification shall be valid for not less than three (3) years at which time an approved food protection re-certification class must be completed. Re-certification shall be completed within forty-five (45) days after the expiration of the original certification, and every three (3) years thereafter.
 - f. Fee collected by the Town of Addison for registration with the Town as a food protection manager shall be as established in Chapter 2 – Administration, Article IX – Fees.

Section 4. Chapter 82 – Utilities is hereby amended by amending Section 82-203. – Food service regulations, Subsection (a) to read in its entirety as follows.

Section 82-203. – Fee and display of permit.

- (a) The approving authority shall not issue a permit to an applicant until the fee established in Chapter 2 – Administration, Article IX – Fees, is paid. Each permit must be renewed annually.

Section 5. Chapter 2 – Administration is hereby amended by adding Article IX – Fees to read in its entirety as follows.

ARTICLE IX. – FEES

Section 2-350. General

- (a) To the extent allowed by law, the general and special fees and charges to be assessed and collected by the Town of Addison as authorized by this Code or any other code or ordinance of the Town shall be as established by appropriate city council ordinance.
- (b) The purpose of this chapter is to provide reference to such fees and charges which shall be assembled and maintained in a master fee ordinance and may be amended from time to time.
- (c) In the event there is a conflict between a fee established by a code or ordinance and the provisions of such master fee ordinance, the code or ordinance shall prevail.

Section 2-351. Master Fee Ordinance

- (a) Environmental Health Fees

Food Category	Fee
Grocery stores, and similar uses	\$475
Full-Service Restaurant, Bakeries and Hotels Schools, Hospitals, and similar uses	\$375
Fast Food Restaurants and Bakeries, Sandwich Shops / Delis, Snack Bars, Day Cares, Catering Services,	\$300

Coffee Shops – Full Service, Event Centers – Full Kitchen, Commissaries – Full Service, and similar uses	
Convenience and Retail Stores, Bakery -Baked goods only, Food Warehouse, Seafood/Meat Market, Coffee Shop – Coffee only, Hotel/Motel (Continental), Vending Distributor, Ice Cream Shop, Concession Stand, Brewery, Event Center – Warming Kitchen, Commissary – No Cooking, Pre-packaged Retailer, and similar uses	\$200
Mobile Food Unit - Full Service	\$275
Mobile Food Unit - Pre-packaged	\$175
Temporary Food Events	\$100
Special Temporary Events	\$100
Food Manager Registration	\$25
Pool/Spa Permit	\$175
Additional Pool/Spa Permits	\$150
Liquid Waste Hauler	\$135
Additional Waste Hauler Truck	\$90

Section 6. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Addison hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

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

Section 8. This Ordinance shall take effect on January 1, 2020.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, on this the 10th day of September 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Environmental Health Fee Assessment and Proposal – FY2020

Food Category	Current Fee	Average Fee	Proposed Fee (Average-10%)
Grocery Store	\$90 - Prepackaged only \$115 - 1-10 employees, \$190 - 11 - 30 employees \$450 - 31+ employees	\$527.78	\$475
Full Service Restaurant Bakery - Full Service Hotel - Full Service Schools Hospitals		\$416.67	\$375
Fast food Sandwich / Deli Snack Bar Bakery - Fast Food Day Care Catering Service Coffee Shop – Full Service Event Center – Full Kitchen Commissary – Full Service		\$341.11	\$300
Convenience Store Retail Store Bakery -Baked goods only Food Warehouse Seafood/Meat Market Coffee Shop – Coffee only Hotel/Motel (Continental) Vending Distributor Ice Cream Shop Concession Stand Brewery Event Center – Warming Kitchen Commissary – No Cooking Pre-packaged Retailer		\$236.11	\$200
Mobile Food Unit - Full Service	\$75.00	\$305.55	\$275
Mobile Food Unit - Pre-packaged	\$75.00	\$246.67	\$175
Temporary Food Events	\$75.00	\$64.38	\$100
Special Temporary Events	\$75.00	N/A	\$100
Food Manager Registration	\$10.00	N/A	\$25
Pool permit	\$120.00	\$191.67	\$175
Per additional pool/spa	\$60.00	\$175.00	\$150
Liquid Waste Hauler	\$80.00	\$150.00	\$135
Additional Truck	\$40.00	\$100.00	\$90

Environmental Health Fee Assessment and Proposal – FY2020

The proposed fees are based on type of food production, food safety requirements, and the estimated amount of time necessary to perform the inspection.

Foodservice:

Based on current data there are 282 foodservice licenses and 35 mobile food units in the Town of Addison.

	Foodservice	Mobiles	Total
Current Revenue	\$56,100	\$2,625	\$58,725
Proposed Revenue	\$96,225	\$11,700	\$107,925

Certified Food Manager Registration:

As required by Town of Addison Food Code a registration fee for Certified Food Managers (CFM). Based on current data 267 establishments would require a CFM (15 would not require a CFM)

	Fee	Revenue	Total
Current Revenue	\$10	\$2,670	\$2,670
Proposed Revenue	\$25.00	\$6,675	\$6,675
(projected as one per food establishment)			

Swimming Pools:

Based on current data there are 70 swimming pools and 16 additional pools or spas.

	First Pool	Additional	Revenue	Revenue	Total
Current Revenue	\$120	\$60	\$8,400	\$960	\$9,360
Proposed Revenue	\$175	\$150	\$12,250	\$2,400	\$14,650

Liquid Waste Haulers:

Based on current data there are 22 waste haulers and 42 additional trucks.

	Hauler	Additional	Revenue	Revenue	Total
Current Revenue	\$80	\$40	\$1,840	\$1,680	\$3,520
Proposed Revenue	\$135	\$90	\$2,970	\$3,780	\$6,750

Environmental Health Fee Assessment and Proposal – FY2020

Summary:

Tracking on the number of Temporary Food Event permits and Special Promotions permits could not be located for projections of revenues.

Program Totals	Current	Proposed
Foodservice	\$56,100	\$96,225
Mobiles	\$2,625	\$11,700
CFM Registration	\$2,670	\$6,675
Pool - First	\$8,400	\$12,250
Pool - Additional/Spa	\$960	\$2,400
Hauler - First	\$1,840	\$2,970
Hauler - Additional	\$1,680	\$3,780
GRAND TOTAL	\$74,275	\$136,000

Work Session and Regular Meeting

19.

Meeting Date: 09/10/2019

Department: Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Directing Staff to Limit Enforcement of The Town's Regulations on Building Materials in Accordance with House Bill 2439.**

BACKGROUND:

Texas House Bill 2439, effective on September 1, 2019, preempts municipal regulation of building materials. The Town can no longer require property owners and developers to meet the masonry requirements established by the Town's zoning regulations. This will be impactful aesthetically to Addison as most of the Town's zoning districts require a significant amount of masonry materials on building elevations. The Town will now be required to permit any material that is allowed by a national model code. These codes are written based on safety, not aesthetic considerations, and allow most building materials.

The attached ordinance does not repeal the Town's requirements related to building materials, but instructs Staff to limit enforcement of these requirements in compliance with the new State law. This was done so that if the Legislature allows cities to resume regulating building materials in the future, the regulations will still be still in place and the Town will not have to go through a process to readopt them.

The ordinance also allows the Town to regulate building materials based on the exceptions allowed by HB 2439. These exceptions are listed individually in the ordinance and generally relate to compliance with State and Federal programs or the regulation of building materials in areas of historical, cultural or architectural importance. Addison currently only has one building that would be eligible for such exceptions. The law requires that any newly designated areas can only be established with the property owner's consent.

Lastly, the ordinance establishes an appeals process through the Board of Zoning Adjustment in accordance with the provisions of HB 2439.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Building Materials

ORDINANCE NO. 019-__

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, SUSPENDING APPLICATION AND ENFORCEMENT OF THE TOWN'S ZONING ORDINANCE AND BUILDING CODE REGULATIONS TO COMPLY WITH NEW STATE LAWS AFFECTING MATERIALS USED IN THE CONSTRUCTION OR RENOVATION OF RESIDENTIAL AND COMMERCIAL BUILDINGS; PROVIDING FOR APPEALS; AND ENACTING RULES AND PROCEEDINGS BEFORE THE ZONING BOARD OF ADJUSTMENT; PROVIDING RELATED DIRECTIVES TO THE CITY MANAGER; PROVIDING A CONFLICT/SAVINGS CLAUSE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the 2019 Legislature enacted HB 2439, prohibiting municipal regulation of materials used for construction and renovation of residential and commercial buildings in certain instances and subject to certain exceptions; and

WHEREAS, HB 2439 affects both the enactment of new regulations and the enforcement of existing regulations pertaining to materials for construction or alteration of residential and commercial buildings; and

WHEREAS, HB 2439 was signed by the Governor on June 14, 2019 and has an effective date of September 1, 2019; and

WHEREAS, the City Council finds that City regulations prescribing the types of materials, products or aesthetic methods used for the construction or alteration of residential and commercial buildings are essential for preserving the public health and safety of its citizens and substantially further the economic development and general welfare of the City; and

WHEREAS, the exemptions to the provisions of HB 2439 hereinafter provided by this Ordinance are in accordance with the purpose and content of such law; and

WHEREAS, there is insufficient time before HB 2439 takes effect to amend specific provisions of the City's zoning and building regulations that may conflict with the provisions of HB 2439; and

WHEREAS, it is the intent of this Ordinance to supersede enforcement of regulations prescribing the types of materials, products or aesthetic methods used for construction or renovation of residential and commercial buildings, in so far as they conflict with HB 2439; and

WHEREAS, it is the further intent of this Ordinance to provide procedures for appealing decisions of officials in the enforcement of regulations prescribing the types of materials, products and aesthetic methods used for construction or renovation of residential and commercial buildings; and

WHEREAS, it is the further intent of this Ordinance to provide information to citizens of the City, Texas, that are affected by HB 2439 concerning the prohibitions and limitations on enactment and enforcement of zoning and building regulations prescribing the types of materials, products and aesthetic methods used for construction or renovation of residential and commercial buildings; and

WHEREAS, the 2019 Legislature enacted HB 2497, which requires amendments to procedures applicable to the rules of and appellate procedures before the Zoning Board of Adjustment; and

WHEREAS, HB 2497 was signed by the Governor on June 10, 2019 and has an effective date of September 1, 2019; and

WHEREAS, it is the intent of the City Council of the Town of Addison, Texas (“Town”), to fully comply with the provisions of HB 2439 and HB 2497, while maximizing the public health, safety and general welfare of its citizens; and

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

SECTION 1. Incorporation of Recitals. The foregoing recitals hereby are incorporated by reference and made a part hereof as if fully set forth.

SECTION 2. Definitions. The following definitions apply to the provisions of this ordinance:

(a) “National model code” means a publication that is developed, promulgated, and periodically updated at a national level by organizations consisting of industry and government fire and building safety officials through a legislative or consensus process and that is intended for consideration by units of government as local law.

(b) “Residential building” means a building having the character of a one-family or two-family dwelling or a multiple single-family dwelling that is not more than three stories high with separate means of egress, including the accessory structures of the dwelling and that does not have the character of a facility used for the accommodation of transient guests or a structure in which medical, rehabilitative, or assisted living services are provided in connection with the occupancy of the structure.

(c) “Commercial building” means a building for the use or occupation of people for a public purpose or economic gain, or a residence if the building is a multi-family residence that is not defined as a residential building.

(d) “Building Code” means any of the following adopted by the Town, as amended: the International Residential Code, the National Electrical Code; the International Building Code; the International Energy Conservation Code; the International Property Maintenance Code; the International Mechanical Code; the International Plumbing Code; the International Private Sewage Disposal Code; and the International Fuel Gas Code.

SECTION 3. Prohibitions on Enforcement.

(a) Notwithstanding any other provision contained in the Town's ordinances, regulations or rules to the contrary, an official responsible for enforcement of the Town's Zoning Ordinance or Building Codes, as designated by city charter, ordinance or other authorization of the Town, shall not:

(1) prohibit or limit, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or

(2) enforce a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

(b) An applicant who proposes to use a building material, product or aesthetic method in the construction or alteration of a residential or commercial building that is prohibited or limited by the Town's adopted Zoning Ordinance or building codes, as amended, or that is less stringent than the standard established by such Ordinance or building codes, as amended, shall identify each provision in a national model code published within the last three code cycles that approves the use of such building material, product or aesthetic method, as a necessary requirement of the application.

(c) An applicant may agree in writing to employ a building material, product or aesthetic method for use in the construction or alteration of a residential or commercial building that otherwise cannot be enforced under subsection (a).

SECTION 4. Exemptions for ordinances, requirements and programs. The prohibitions in Section 3 do not apply to the following ordinances, requirements or programs of the City or State, and the officials responsible for enforcement of the Town's Zoning Ordinance and Building Codes, as designated by city charter, ordinance or other authorization of the Town, shall apply all regulations and standards prescribed by such enactments, requirements or programs, whether such ordinances, requirements or programs existing or hereafter adopted or established, to the fullest extent therein provided:

(a) a local amendment of a building code to conform to local concerns if the amendment does not conflict with Sections 3(a) or (b);

(b) a program established by a state agency that requires particular standards, incentives, or financing arrangements in order to comply with requirements of a state or federal funding source or housing program;

(c) a requirement for a building necessary to consider the building eligible for windstorm and hail insurance coverage under Chapter 2210, Texas Insurance Code;

(d) an ordinance or other regulation that regulates outdoor lighting that is adopted for the purpose of reducing light pollution and that: (1) is adopted by a governmental entity that is certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program; or (2) applies to outdoor lighting within five miles of the boundary of a military base in which an active training program is conducted;

(e) an ordinance that regulates outdoor lighting and is adopted under Subchapter B, Chapter 229, Texas Local Government Code, or under Subchapter B, Chapter 240, Texas Local Government Code; or

(f) installation of a fire sprinkler protection system under Tex. Occupation Code, section 1301.551(i), or under Tex. Health and Safety Code, section 775.045(a)(1).

SECTION 5. Exemptions for Buildings. The prohibitions in Section 3 do not apply to the following buildings, and the officials responsible for enforcement of the Town's Zoning Ordinance and Building Codes, as designated by city charter, ordinance or other authorization of the Town, shall apply all regulations and standards prescribed by those ordinances or codes to such buildings, whether such provisions are existing or hereafter adopted or established, to the fullest extent.

(a) a building located in a place or area designated for its historical, cultural, or architectural importance and significance by the Town which were adopted by the City Council prior to April 1, 2019:

(b) a building located in a zoning district designated by the City Council after April 1, 2019 for its historical, cultural, or architectural importance and significance by the Town, and for which the owner has voluntarily consented in writing to the application of the regulations or standards prohibited by Section 3, including the following zoning districts and any district that may hereafter be created by the City Council for its historical, cultural, or architectural importance and significance;

(c) a building located in a place or area designated for its historical, cultural, or architectural importance and significance that a municipality may regulate under Section 211.003(b), Texas Local Government Code, if the municipality (1) is a certified local government under the National Historic Preservation Act (54 U.S.C. Section 300101 et seq.); or (2) has an applicable landmark ordinance that meets the requirements under the certified local government program as determined by the Texas Historical Commission;

(d) a building located in an area designated as a historic district on the National Register of Historic Places;

(e) a building designated as a Recorded Texas Historic Landmark;

(f) a building designated as a State Archeological Landmark or State Antiquities Landmark;

(g) a building listed on the National Register of Historic Places or designated as a landmark by a governmental entity;

(h) a building located in a World Heritage Buffer Zone; and

(i) a building located in an area designated for development, restoration, or preservation in a main street city under the main street program established under Section 442.014, Texas Government Code.

SECTION 6. Appeal. An applicant, landowner or other aggrieved person may appeal the decision of an official responsible for enforcement of the Town's Zoning Ordinance or Building Codes, as designated by city charter, ordinance or other authorization of the City, applying a regulation or standard to the construction, renovation, maintenance, or other alteration of a residential or commercial building, which application is asserted to be prohibited by Section 3, in the following manner:

(a) If the decision applies a requirement of a building code, to the Building Board of Appeals, or if there is no Building Board, to the Zoning Board of Adjustment; or

(b) if the decision applies a requirement of the zoning ordinance, to the Zoning Board of Adjustment.

The appeal shall identify the provision or provisions which the appellant alleges to have been applied in violation of Section 3. The appeal shall be filed, processed and decided in the manner provided for appeals by the appellate entity herein designated.

SECTION 7. Amendments to Zoning Board of Adjustment Procedures. Notwithstanding any other provision contained in the City's ordinances, regulations or rules to the contrary, the following provisions apply to the adoption of or amendment to rules of the Zoning Board of Adjustment and to appellate procedures before the Board.

(a) Rules of the Zoning Board of Adjustment adopted or amended on or after September 1, 2019, must be approved by the City Council.

(b) Appeals to the Board from the decision of an administrative official made on or after September 1, 2019, shall be governed by the following rules:

(1) an appeal of a decision by an administrative official that is not related to a specific application, address or project may be made by an aggrieved person or any officer, department, board, or bureau of the City affected by the decision.

(2) an appeal of a decision by an administrative official that is related to a specific application, address or project may be made by: the applicant; the owner or owner's representative of the property that is the subject of the decision; an aggrieved person who is the

owner of property within 200 feet of the property that is the subject of the decision; or any officer, department, board, or bureau of the City affected by the decision.

SECTION 8. Conflict/Savings Clause. In the event of a conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or authorization of the Town, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect..

SECTION 9. Effective Date. This Ordinance shall take effect immediately upon its passage and upon publication in the Town's official newspaper. The applicability of an exemption specified by Sections 4 and 5 of this Ordinance that is hereafter adopted or established by ordinance shall take effect on the effective date of such ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ADDISON, TEXAS, on this the 10th day of September 2019.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

20.

Meeting Date: 09/10/2019

Department: Parks & Recreation

AGENDA CAPTION:

Present, Discuss and Consider Action on a Resolution of the City Council of the Town of Addison, Texas Declaring a Need for Emergency Storm Cleanup Expenditures Following a Wind Storm with Recorded Wind Bursts Up to 145 Miles per Hour Leaving Many Downed Trees and Shrubs and Ratifying Actions to Cleanup Resulting Debris in an Amount not to Exceed \$426,000.57.

BACKGROUND:

On the afternoon of June 9, 2019 the Town of Addison was impacted by a storm with straight line winds reaching 71 miles per hour (MPH) and gusts at 145 MPH. The storm caused considerable damage throughout town. Staff contacted Elite Contractors, a company with whom the town has an inter-local agreement (through the City of Coppell), for tree removal and pruning services. Elite also has contracts with several neighboring cities that were impacted by the storm and indicated they could provide one crew for storm clean up efforts for each of their clients. Based on the amount of storm debris, it was estimated that one crew would take 8 months or longer to complete Addison's needed storm clean up. Staff realized time was of the essence and began securing other tree removal and pruning contractors to provide clean-up services.

Under normal circumstances, the Town would have formally bid these services and brought them to Council for approval prior to authorizing contractors to proceed. The Texas Local Government Code Chapter 252.022 allows for emergency expenditures in the following situations:

A1 - To preserve public property.

A2 - To preserve or protect the public health or safety of the municipality residents.

In the case of A1, staff determined that fallen or split trees, hanging branches and debris needed immediate attention to not further damage the trees, town buildings, turf and other town assets.

In the case of A2, staff determined that fallen or split trees, hanging branches and debris needed immediate attention as they constituted an immediate safety threat to the general public with respect to the potential for immediate injury.

Additionally, various types of fallen tree and other debris constituted a need for immediate removal due to the potential for flooding of clogged waterways and the attraction of snakes, rodents and other undesirable wildlife in the community.

The following table provides detail regarding the vendors utilized to remove debris, fallen trees and secure public and private property. The table identifies the vendor that provided the services, the amount paid to the vendor and the period of time that vendor provided clean up services to the Town.

Vendor	Amount Paid	Period of Operations
Elite Tree Services	\$131,853.37	6/10/19 through 8/13/19
Lawnscape of Dallas	\$29,400.00	6/17/19 through 7/5/19
Golden Tree Maintenance	\$64,875.00	6/11/19 through 7/1/19
Bartlett Tree Expert	\$133,918.00	6/17/19 through 7/31/19
Lumberjack	\$23,250.00	6/20/19 through 7/11/19
Acorn Tree	\$42,704.20	6/24/19 through 08/06/19
Total	\$426,000.57	6/10/19 through 8/13/19

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Emergency Clean Up

Presentation - Storm Damage

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DECLARING A NEED FOR EMERGENCY STORM CLEANUP EXPENDITURES FOLLOWING A WIND STORM WITH RECORDED WIND BURSTS UP TO 145 MPH LEAVING MANY DOWNED TREES AND SHRUBS AND RATIFYING ACTIONS TO CLEANUP RESULTING DEBRIS IN AN AMOUNT NOT TO EXCEED \$426,000.57, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 19th, 2019, the Town of Addison was impacted by a severe windstorm bringing straight line winds reaching 71 miles per hour (MPH) and wind gusts up to 145 MPH. The storm produced microbursts, downing trees, shrubs, and causing considerable damage throughout the Town.

WHEREAS, without the immediate cleanup of significant debris left by the storm, unsafe conditions and possible hazards to the health and welfare of Town visitors, business owners, residents, and public property would have existed.

WHEREAS, in the interest of preserving public property and the public health and safety of its visitors, business owners, and residents, the Town, by following the Texas Local Government Code Chapter 252.022 related to emergency expenditures, made emergency purchase awards, listed in **Exhibit A**, for tree removal, tree securing and debris cleanup.

WHEREAS, the City Council finds that emergency cleanup expenditures were necessary to protect public property and the health, safety, and welfare of the public, visitors, business owners, and residents of the Town of Addison.

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

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

Section 2. Any and all agreements made between the Town of Addison and Vendors listed in **Exhibit A** for tree removal, tree securing and debris cleanup in an amount not to exceed \$426,000.57, are hereby ratified and the City Manager is hereby authorized to take any additional steps necessary to complete the cleanup.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of September, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

The following table provides detail regarding the vendors utilized to remove debris, fallen trees and secure public and private property. The table identifies the vendor that provided the services, the amount paid to the vendor and the period of time that vendor provided clean up services to the Town.

Vendor	Amount Paid	Length of Operations
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Lawnscape of Dallas	\$ 29,400.00	6/17/19 through 7/5/19
Golden Tree Maintenance	\$ 64,875.00	6/11/19 through 7/1/19
Bartlett Tree Expert	\$ 133,918.00	6/17/19 through 7/31/19
Lumberjack	\$ 23,250.00	6/20/19 through 7/11/19
Acorn Tree	\$ 42,704.20	6/24/19 through 08/06/19
Total	\$ 426,000.57	6/10/19 through 8/13/19

Emergency Storm Clean Up

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 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 upwards and a grey triangle pointing downwards, meeting at a diagonal line.

ADDISON

September 10, 2019

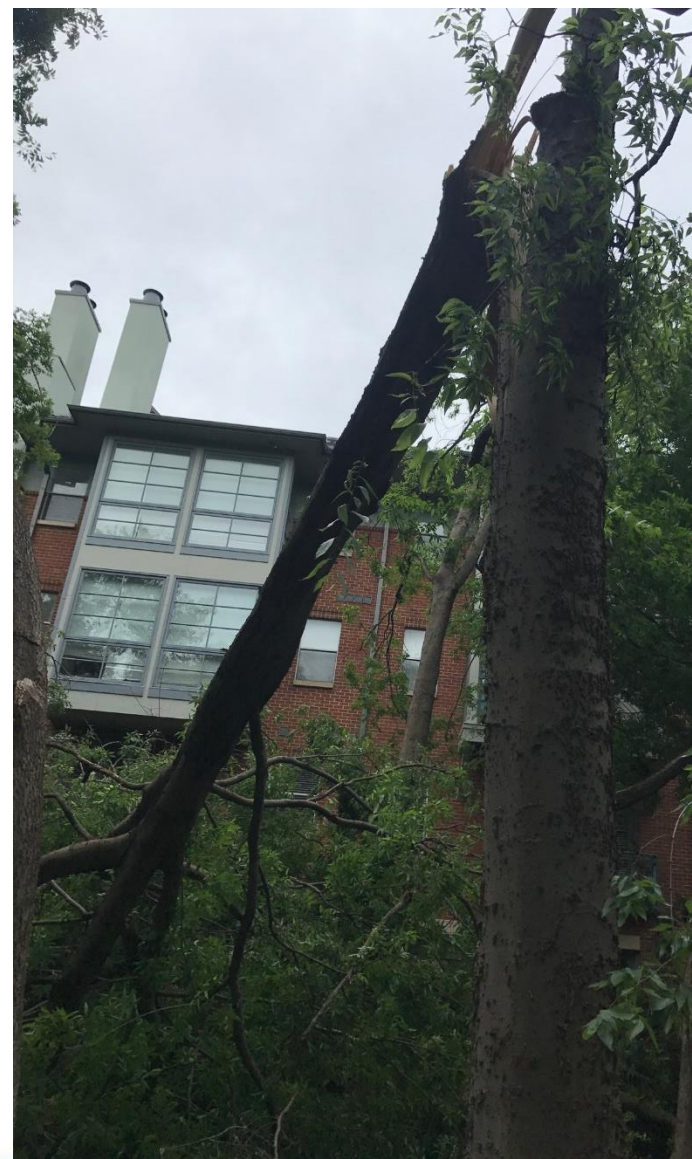
Emergency Storm Clean Up

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