REGULAR MEETING & WORK SESSION OF THE CITY COUNCIL

October 13, 2020

ADDISON TREEHOUSE

14681 MIDWAY RD., ADDISON, TX 75001
5:45 PM EXECUTIVE SESSION, WORK SESSION & REGULAR MEETING

Notice is hereby given that the Addison City Council will conduct its REGULARLY SCHEDULED MEETING on Tuesday, October 13, 2020 at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public will be available using CDC recommended social distancing measures. The Town will utilize telephone or videoconference public meetings to facilitate public participation to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may also be submitted to: iparker@addisontx.gov by 3:00 pm the day of the meeting. Members of the public are entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. For more detailed instructions on how to participate in this meeting visit our Agenda Page. The meeting will be live streamed on Addison's website at:www.addisontexas.net.

Call Meeting to Order

Pledge of Allegiance

EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to:

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

- Municipal Court Presiding and Alternate Judges Evaluation

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

WORK SESSION

1. Present and Discuss **Any Action Necessary or New Information Regarding the COVID-19 Pandemic.**

2. Present and Discuss **Recognition Options for Former Addison Police Officer Ronnie Cox.**

3. Present and Discuss **Amending the Fee Schedule Related to the Provision of Ambulance Services.**

REGULAR MEETING

Announcements and Acknowledgments Regarding Town and Council Events and Activities

Discussion of Meetings / Events

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.

4. Consider Action to Approve **the Minutes from the September 22, 2020 Regular Meeting.**

5. Consider Action on a **Resolution to Approve 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.

6. Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Addison Arbor Foundation and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $65,000.

7. Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Metrocrest Services and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $66,120.

8. Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Dallas Cat Lady and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $5,000.

9. Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Dallas County Mental Health & Retardation d/b/a Metrocare Services and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $5,000.

10. Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Outcry Theatre, Inc. and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $2,500.

11. Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and The Family Place and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $2,500.

12. Consider Action on a **Resolution to Approve a Grant Funding Agreement with On Eagles Wings, Inc. d/b/a Woven Health Clinic and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $5,000.

13. Consider Action on a **Resolution to Approve a Grant Funding Agreement with WaterTower Theatre and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed $375,000 in Cash and In-Kind contributions.

14. Consider Action on a **Resolution to Approve a Contract with The World Affairs Council of Dallas/Fort Worth for Consulting Services and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed $60,000.

15. Consider Action on a **Resolution to Approve a Joint Funding Agreement With VPDEV2, LLC (a.k.a UDR) for Funding Related to the Design and Construction of the Alpha Road Connector Project / Bella Lane Extension and Authorize the City Manager to Execute the Agreement.**

16. Consider Action to Approve **the Third Quarter Update from the Finance Committee to the City Council for the Period from April 2020 to June 2020.**

17. Consider Action to Approve **the Fourth Quarter Update from the Council Finance Committee to the City Council for the Period from July 2020 to September 2020.**

Regular Items

18. Hold a Public Hearing, Present, Discuss, and Consider Action to Approve an **Ordinance Changing the Zoning on Property Located at the Southwest Corner of Dallas Parkway and Excel Parkway, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 008-054, to a New PD District in Order to Allow a Senior Living Development and Future Office Development.** Case 1816-Z/Addison Senior Living.

19. Present, Discuss, and Consider Action on **Change Order #3 to the Contract with JC Commercial, Inc. for Costs Related to Unforeseen Issues and Conditions for the United States Customs and Border Protection Facility at Addison Airport and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed $17,275.41.

20. Present, Discuss, and Consider Action on a **Resolution to Adopt the Town of Addison Investment Policy for Fiscal Year 2020-2021.**

21. Present, Discuss, and Consider Action on a **Resolution to Approve Texas Cooperative Liquid Assets Securities System (Texas CLASS) as an Authorized Investment.**

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.

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.

POSTED BY: _____

Irma G. Parker, City Secretary
DATE POSTED: Thursday, October 8, 2020
TIME POSTED: 5:00 pm
DATE REMOVED FROM BULLETIN BOARD: _____
REMOVED BY: _____

Council Meeting **1.**
Meeting Date: 10/13/2020
Department: City Manager

AGENDA CAPTION:
Present and Discuss **Any Action Necessary or New Information Regarding the COVID-19 Pandemic.**

BACKGROUND:
In December 2019, a novel (new) coronavirus known as SARS-CoV-2 ('the virus") was first detected and subsequently began causing outbreaks of the coronavirus disease COVID-19 that spread globally. The virus is easily transmitted through person to person contact, especially in group settings. As a result, the Federal Government, State of Texas, Dallas County, and the Town of Addison issued a series of declarations and orders to take measures to slow the spread of the virus and protect the ability of public and private health care providers to handle the influx of potential new patients and safeguard public health and safety.

The President of the United States issued a Proclamation Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) on March 13, 2020. The Texas Governor followed with a State of Disaster Declaration for the State of Texas on March 13, 2020.

Between March 23 and April 21, 2020, a series of orders from the Dallas County Judge were issued pertaining to the closure of nonessential businesses, mask and social distancing requirements, and shelter-in-place orders to prevent the spread of the virus.

On April 23, 2020:

- The Dallas County Judge issued a revised order to be consistent with the Governor's Order, which removed elective surgery language, updates language on religious and worship services, and requires schools to be closed for the remainder of the 2019-2020 school year.

Between April 27, 2020 and June 3, 2020 the Governor of Texas began to issue several Executive Orders to begin safely opening Texas businesses. Executive Order No. GA 18 prompted the strategic reopening of services, which specified retail services that are not "essential services" that could be provided through pickup or delivery. It also allowed the reopening of dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the

restaurant. Movie theaters, museums, and libraries were also allowed to reopen with similar restrictions. This order was followed by several others targeted at incrementally opening nonessential businesses.

On June 16, 2020:

- Governor Greg Abbott and Executive Vice Chancellor for Health Affairs of the University of Texas (UT) System John Zerwas, MD, provided an update on Texas' hospital capacity. The Governor noted that despite an uptick in positive cases, there continues to be abundant hospital capacity. He also urged all Texans to continue to do their part to mitigate the spread of COVID-19 and look out for the health of themselves and those around them.

On June 23, 2020:

- Governor Abbott issued a proclamation expanding the ability of mayors and county judges to impose restrictions on outdoor gatherings of over 100 people.

On June 25, 2020:

- Governor Greg Abbott issued an Executive Order to ensure hospital bed availability for COVID-19 patients by suspending elective surgeries at hospitals in Bexar, Dallas, Harris, and Travis counties.

On June 26, 2020:

- Governor Abbott issued a new Executive Order limiting certain businesses and services. This order closed bars at noon on Friday, June 26 and reduced restaurant capacity to 50% on Monday, June 29.

On July 2, 2020:

- Governor Abbott issued an Executive Order requiring all Texans to wear a face covering over the nose and mouth in public spaces in counties with 20 or more positive COVID-19 cases, with few exceptions.

On September 17, 2020:

- Governor Abbott issued Executive Order No. GA-30 allowing businesses to expand their capacity due to the decreasing coronavirus rates.

The Town has taken the following actions:

- The closure of all Town facilities for public access has been extended.
- All in-person Addison Athletic Club camps and classes have been canceled.
- The Addison Athletic Club is open with modifications to adhere to State and County orders. Third-party outside exercise programs are being held virtually at the discretion of the vendor.
- The Addison Conference and Theatre Centre (ACTC) will remain closed.
- Special Events: The May Addison After Dark Event Series has been canceled and replaced with Addison Weekend Drive-ins.

- Parks and Public Works crews are continuing their work to maintain the Town's assets.
- The Town of Addison has taken (and will continue to take) actions to prevent the spread of the virus. Everyone is encouraged to follow Social Distancing recommendations.

For more information on the previous updates from the Town related to the COVID-19 pandemic, please visit the Town's website www.AddisonTexas.net/covid19.

RECOMMENDATION:

Information only, no action required.

Attachments

Social Distancing Recommendations

State of Texas Executive Order No GA. 30 Effective September 17, 2020

DCHHS Social Distancing Recommendations

1) **Vulnerable Populations: Limit Outings**
- Vulnerable populations include people who are:
  - 60 years old and older.
  - People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
- For vulnerable populations, don't go to gatherings (of 10 people or more) unless it is essential. If you can telecommute, you should. Avoid people who are sick.

2) Workplace and Businesses: Minimize Exposure
- Suspend nonessential employee travel.
- Minimize the number of employees working within arm's length of one another, including minimizing or canceling large in-person meetings and conferences.
- Urge employees to stay home when they are sick and maximize flexibility in sick leave benefits.
- Do not require a doctor's note for employees who are sick.
- Consider use of telecommuting options.
- Some people need to be at work to provide essential services of great benefit to the community. They can take steps in their workplace to minimize risk.

3) Large Gatherings: Cancel Non-essential Events
- Recommend cancelling or postponing large gatherings, such as concerts, sporting events, conventions or large community events.
- Do not attend any events or gatherings if sick.
- For events that aren't cancelled, we recommend:
  - Having hand washing capabilities, hand sanitizers and tissues available.
  - Frequently cleaning high touch surface areas like counter tops and hand rails.
  - Finding ways to create physical space to minimize close contact as much as possible.

4) Schools: Safety First
- Do not have your child attend school if sick.
- If you have a child with chronic health conditions, consult the child's doctor about school attendance.
- Schools should equip all classrooms with hand sanitizers and tissues.
- Recommend rescheduling or cancelling medium to large events that are not essential.
- Explore remote teaching and online options to continue learning.
- Schools should develop a plan for citywide school closures, and families should prepare for potential closures.

5) Transit: Cleaning and Protection

- Increase cleaning of vehicles and high touch surface areas.
- Provide hand washing/hand sanitizers and tissues in stations and on vehicles.

6) Health Care Settings: Avoid as possible, protect the vulnerable

- Long term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- Long term care facilities should screen all staff and visitors for illness and turn away those with symptoms.
- The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- Do not visit emergency rooms unless it is essential.
- Visitors should not go to long-term care facilities unless absolutely essential.
- Follow guidance and directions of all facilities.

7) Everyone: Do your part

The best way for all Dallas County residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- Wash hands with soap and water for at least 20 seconds.
- Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- Stay home if you are sick.
- Avoid touching your face.
- Try alternatives to shaking hands, like an elbow bump or wave.
- If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.
- There is no recommendation to wear masks at this time to prevent yourself from getting sick.

GOVERNOR GREG ABBOTT

September 17, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:30AM O'CLOCK
SEP 17 2020
Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-30 relating to the continued response to the COVID-19 disaster as Texas reopens.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
September 17, 2020

EXECUTIVE ORDER
GA 30

Relating to the continued response to the COVID-19 disaster as Texas reopens.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of State Health Services (DSHS); and

WHEREAS, in June 2020, Texas experienced substantial increases in COVID-19 cases and hospitalizations, necessitating targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, I therefore issued Executive Orders GA-28 and GA-29 in late June and early

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July 2020, respectively, and amended Executive Order GA-28 by proclamation on July 2, 2020; and

WHEREAS, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily and significantly declined since late July; and

WHEREAS, as Texas continues to reopen, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting … the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders … hav[ing] the force and effect of law;" and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed $1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, other medical advisors, the White House, and the CDC, do hereby order the following on a statewide basis effective at 12:01 a.m. on September 21, 2020:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; *provided, however, that*:

1. There is no occupancy limit for the following:
    a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 4.0 or any subsequent version;
    b. religious services, including those conducted in churches, congregations, and houses of worship;
    c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
    d. child-care services;
    e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths;
    f. recreational sports programs for youths and adults;

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g. any public or private schools, and any public or private institutions of higher education, not already covered above; and
h. drive-in concerts, movies, or similar events, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle.

2. The following types of business establishments may operate at up to 75 percent of the total listed occupancy of the establishment, except for those establishments in areas with high hospitalizations as defined below:
   a. in-store, non-CISA retail establishments;
   b. dine-in restaurants, as defined below in paragraph No. 7;
   c. non-CISA office buildings;
   d. non-CISA manufacturers;
   e. museums and libraries; and
   f. gyms and exercise facilities and classes.

   "Areas with high hospitalizations" means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of all hospitalized patients exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of all hospitalized patients is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.

3. Except as provided below by paragraph No. 6, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the outdoor areas or outdoor venues identified in paragraph No. 2 of Executive Order GA-28 shall operate at no more than the percentage of normal operating limits as was set forth in Executive Order GA-28.

4. There is no occupancy limit for the following establishments that operate with at least six feet of social distancing between work stations:
   a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
   b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
   c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services.

5. Amusement parks shall operate at no more than 50 percent of the normal operating limits as determined by the owner.

6. For any outdoor gathering in excess of 10 people, other than those set forth above in paragraph Nos. 1, 2, 3, or 5, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order.

7. Only restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, and whose customers eat or drink only while seated, may offer dine-in services.

8. People shall not visit bars or similar establishments that hold a permit from the

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Texas Alcoholic Beverage Commission (TABC) and are not restaurants as defined above in paragraph No. 7; provided, however, that the use by such bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks is allowed to the extent authorized by TABC.

9. People shall not use commercial rafting or tubing services, including rental of rafts or tubes and transportation of people for the purpose of rafting or tubing.
10. For any business establishment that is subject to a 50 percent "total listed occupancy" limit or "normal operating limit," and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment.
11. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed.
12. Staff members are not included in determining operating levels, except for manufacturing services and office workers.
13. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group.
14. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.
15. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS.
16. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services.
17. People may visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible; and
18. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts

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services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-28, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, GA-27, or GA-29. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 17th day of September, 2020.

GREG ABBOTT
Governor

ATTESTED BY:

RUTH R. HUGHS
Secretary of State

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Council Meeting **2.**

Meeting Date: 10/13/2020

Department: Police

Pillars: Gold Standard in Public Safety

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Present and Discuss **Recognition Options for Former Addison Police Officer Ronnie Cox.**

BACKGROUND:

This item was placed on the agenda at the request of Council members Marlin Willesen and Paul Walden. On December 15, 1986, Addison Police Officer Ronnie Cox was killed in the line off duty serving a narcotics warrant in the City of Dallas. Currently, there is not any type of formal memorial or official recognition of Officer Cox's sacrifice within the Town.

Staff will provide an overview of the recognition for fallen Addison Firefighter Stephen Webb, show several examples of other cities recognition efforts for officers killed in the line of duty and offer Council options for discussion.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Recognition of Ronnie Cox

Recognition Discussion for Former Addison Police Officer Ronnie Cox

Presented by Paul Spencer, Chief of Police

October 13, 2020

Current Policy

Council adopted the current naming and recognition policy on August 25, 2020 (resolution R20-057)

C. NAMING RECOGNITION

1. Named Structures, Parks, Trails or Town-Owned Facility - In addition to standard facility signage recognition of naming after, or dedicated for an individual will include one of the following designations:

a. Named or Dedicated Facility – May be recognized with a plaque, not to exceed 24” x 36” Plaque may include individual’s name, graphic of the individual and a description of their contribution to the town. The plaque may be mounted to a free-standing support or an architectural feature.

b. Named or Dedicated Area or Item within a Facility - May be recognized with one of or a combination of the following elements: NAMING AND RECOGNITION POLICY – PAGE 3

   i. Plaque, not to exceed 24” x 24”

   ii. Paving Medallion, not to exceed 24” x 24”

   iii. Inscription on an existing feature within a facility. Recognition shall include the person’s name, years of service and a small inscription describing the person’s service to the town.

Police Department

The Addison Police Department does not have an official memorial for officers who have died in the line of duty.

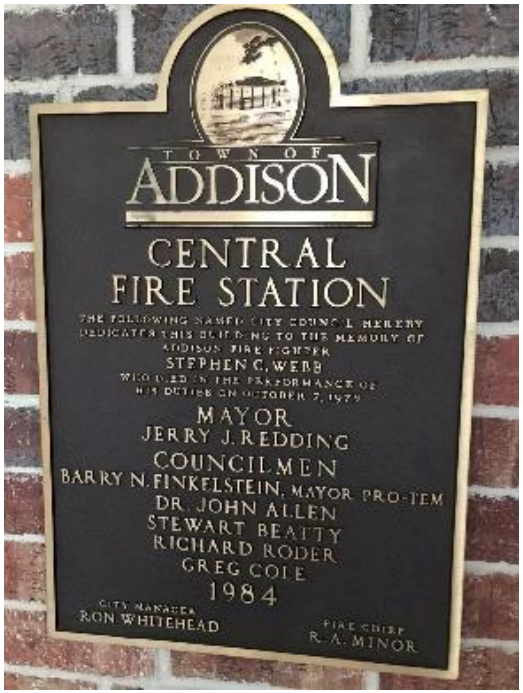
Police Officer Ronnie Cox is the only line if duty death (December 15, 1986) the department has experienced.



Picture and small plaque in police department lobby

.

Fire Department



An example of Council recognizing line of duty death can be seen on the building dedication plaque at Fire Station One.

Fire Department





An example of staff led recognition of co-workers that have died in the line of duty, passed from other causes or retired can be seen at the Liberty Bell plaza in front of Fire Station One.

Examples from Other cities



Richardson Police Departments “Radiant Shield” artwork installed on police department property.

Examples from Other cities



Grand Prairie Police Department installed a stone monument on police department property.

Examples from Other cities



Garland Police Department memorial on police department property.

Possible Options

1. Install artwork like Richardson Police Department on Addison Police Department Property. *Staff could work with the Arbor Foundation to solicit proposals from artists such as Eric McGehearty for a sculpture concept.*
2. Create a Police or Public Safety Memorial on Town property (i.e. existing park or plaza, new building in the future).
3. Install a plaque or monument within the existing police department building or property.



Council Feedback

1. Would Council prefer to acknowledge a fallen police officer in the same fashion as the fallen fire fighter?

If so, would Council want to dedicate the current police station or would Council prefer to determine this once the facility utilization study direction is finalized?

2. Would Council prefer to honor the fallen officer with a different gesture? If so, should this gesture also include the fallen fire fighter?

Where should this be located? Existing park or plaza, existing police or fire complex, new building resulting from decisions made related to the facilities utilization study?

Questions

Council Meeting **3.**

Meeting Date: 10/13/2020

Department: Fire

Pillars: Gold Standard in Public Safety

AGENDA CAPTION:

Present and Discuss **Amending the Fee Schedule Related to the Provision of Ambulance Services.**

BACKGROUND:

During the development of the Fire Department's Fiscal Year 2020-2021 budget, Fire Department Staff identified that the Town's current Emergency Medical Services (EMS) fee schedule was lower than some of our comparison cities and the levels deemed "reasonable and customary" in the industry. The department sought input from our Emergency Medical Services billing provider, Emergicon. They helped identify areas where the Town could amend our fees. The last EMS fee schedule amendment by the Town of Addison was in October 2017.

Staff seeks Council input on amendments to the current Emergency Medical Services fee schedule. The proposed adjustment will increase the Town's EMS fee revenues by an estimated $23,445 per year.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Proposed EMS Fee Amendment

Draft Ordinance - Amending Fees for EMS Service (2020)

Excel - Comparison Cities EMS Fee Schedule

Proposed EMS Fee Schedule Amendment

Proposed EMS Fee Schedule Amendment

No changes are being proposed to the way we bill residents and non-residents. We are proposing to change the fees being billed.

Addison will retain ‘Zero Billing’ for residents. Our EMS fees, combined with Zero Billing, helps reduce out of pocket deductibles and co-pays for ambulance transports for Addison residents.

Residents’ and non-residents’ private insurance would still pay the updated EMS fees.

Proposed EMS Fee Schedule Amendment

The proposed fee schedule amendment would:

- Align fees to better match our comparison cities.
- Align fees with those deemed ‘reasonable and customary’ in the industry.

The current fee schedule was last updated October 2017.

Proposed EMS Fee Schedule Amendment

Addison is unique because:

- 63% of transports are non-residents.
- 37% of transports are residents.
- 37% of payer mix is private insurance.
- 34.8% of payer mix is private pay.

Addison has a very high non-resident to resident transport ratio.

Addison has a high private insurance payer mix and very high private pay rate.

Comparison Cities' EMS Fees

Farmers Branch EMS Fee Schedule

	Resident	Non-Resident
ALS	$750.00	$1050
ALS-2	$825.00	$1125
BLS	$725.00	$950
ALS Disp	$300.00	$300
BLS Disp	$200.00	$200
O2	$150.00	$150
Mileage	$15.00	$15
Balance bill		

Carrollton EMS Fee Schedule

	Resident	Non-Resident
ALS	$850	$950
ALS-2	$950	$1050
BLS	$750	$850
ALS Disp	$400	$400
BLS Disp	$200	$200
O2	$150	$150
Mileage	$15	$15
Balance bill		

Flower Mound EMS Fee Schedule

	Resident*	Non-Resident
ALS	$850	$950
ALS-2	$950	$1050
BLS	$780	$850
ALS Disp	$400	$400
BLS Disp	$200	$200
O2	$150	$150
Mileage	$15	$15
*Zero Billing for residents		

Our comparison cities' EMS fee schedules are provided in the agenda packet.

Comparison Cities' EMS Fees

Coppell EMS Fee Schedule

	Resident*	Non-Resident
ALS	$1,600	$1,600
ALS-2	$1,750	$1,750
BLS	$1,400	$1,400
ALS Disp	$400	$400
BLS Disp	$350	$350
O2	$150	$150
Mileage	$24	$24

*Zero Billing for residents

Grapevine EMS Fee Schedule

	Resident*	Non-Resident
ALS	$1,250	$1,250
ALS-2	$1,400	$1,400
BLS	$1,000	$1,000
ALS Disp	$400	$400
BLS Disp	$250	$250
O2	$119	$119
Mileage	$15	$15

*Zero Billing for residents

Lewisville EMS Fee Schedule

	Resident	Non-Resident
ALS	$1,045	$1,394
ALS-2	$1,045	$1,394
BLS	$1,045	$1,394
ALS Disp	Cost + 50%	Cost + 50%
BLS Disp	Cost + 50%	Cost + 50%
O2	$150	$150
Mileage	$15	$15

Balance Bill

Our comparison cities' EMS fee schedules are provided in the agenda packet.

Proposed EMS Fee Schedule Amendment

Current EMS Fee Schedule

	Resident*	Non-Resident
ALS	$850	$950
ALS-2	$950	$1050
BLS	$750	$850
ALS Disp	$400	$400
BLS Disp	$200	$200
O2	$150	$150
Mileage	$15	$15

*Zero Billing for residents

Proposed EMS Fee

	Resident*	Non-Resident
ALS	$1,600	$1,600
ALS-2	$1,750	$1,750
BLS	$1,400	$1,400
ALS Disp	$400	$400
BLS Disp	$350	$350
O2	$150	$150
Mileage	$24	$24

*Zero Billing for residents

The proposed fee schedule could generate an additional annual revenue in the range of $23,445 to $39,075.

Proposed EMS Fee Schedule Amendment

QUESTIONS?



TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 38 (FIRE PREVENTION AND PROTECTION), SECTION 38-54 (EMERGENCY AMBULATORY SERVICE) OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS BY AMENDING FEES RELATED TO THE PROVISION OF AMBULATORY SERVICES; PROVIDING FOR SAVINGS/REPEALING, SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1. **Amendment to Chapter 38 (Fire Prevention and Protection), Section 38-54 (Emergency Ambulatory Service) of the Code of Ordinances**. That Chapter 38 (Fire Prevention and Protection), Section 38-54 (Emergency Ambulatory Service) of the Code of Ordinances, Addison, Texas is hereby amended to read in its entirety as follows:

Sec. 38-54 - Emergency ambulance service**.**
(a) *Scope:* Emergency ambulance service within the corporate limits of the Town of Addison shall be provided by, supervised by and under the control and authority of the fire department.
(b) *False statements of emergency:* It shall be unlawful for any person to willfully request emergency ambulance service when such person knows that the need for emergency ambulance service does not exist at the reported place and time.
(c) *Fees for service:*

Service	Resident Fee (see (d) below)	Non-Resident Fee
ALS (Advanced Life Support)	$1,600.00	$1,600.00
ALS–2 (Advanced Life Support Level 2)	$1,750.00	$1,750.00
BLS (Basic Life Support)	$1,400.00	$1,400.00
ALS Disp (Disposable Supplies)	$400.00	$400.00
BLS Disp (Disposable Supplies)	$350.00	$350.00
O2 (Use of Oxygen)	$150.00	$150.00
Mileage	$24.00/mile	$24.00/mile

Such fees shall be paid by the person(s) receiving or contracting for the emergency ambulance service. In the case of service received by a minor, the parent or guardian shall be responsible for payment of the fee(s).

(d) *Addison Resident Zero Billing:* Addison residents will be charged for ambulance services through their insurance company or through Medicare or Medicaid. No deductible, out-of-pocket charge or cash fee will be charged to Addison residents. It is the City's intent that all fees for ambulance services will be paid by third parties. Residency shall be determined by current driver's license or state-issued identification card.

(e) *Right to refuse service:* The fire chief or his designated representative retains the right to refuse emergency ambulance transportation to non-emergency medical facilities.

SECTION 2. **Savings; Repealing**. 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. 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 Town, 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 3. **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 4. **Effective Date**. This Ordinance shall take effect upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas on this ***13th*** day of ***OCTOBER*** **2020**.

TOWN OF ADDISON, TEXAS

_____

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Department- Addison comparison cities	Balance Bill	BLS - Non-Resident	ALS-1 - Non Resident	ALS-2 - Non Resident	Mileage - Non-Resident	BLS - Resident	ALS-1 - Resident	ALS-2 - Resident	Mileage - Resident	Oxygen	ALS Disposables	BLS Disposables	Medications	
Allen* - itemized billing		$1,380.00	$1,640	$3,541	$15	$1,380.00	$1,640	$3,541	$15	$119.00	$56	$56	The price varies depending on the medication	Allen has a base rate and then itemizes the patient's bill. I have attached Allen's itemized billing sheet and made the rates for this chart based on normal EMS calls.
Carrolton	X	$850	$950	$1,050	$15	$750	$850	$950	$15	$150	$400.00	$200	Bundled	Fee schedule is low and needs to be updated.
Coppell		$1,400.00	$1,600.00	$1,750.00	$24.00	$1,400.00	$1,600.00	$1,750.00	$24.00	$125.00	$400.00	$350.00	Bundled	**Same as Addison Proposed**
Farmers Branch	X	$950	$1,050	$1,125	$15	$725	$750	$825	$15	$150	$300.00	$200	Bundled	Fee schedule is low and needs an update
Flower Mound		$850	$950	$1,050	$15	$780	$850	$950	$15	$150	$400.00	$200	Bundled	Last fee schedule was 10/1/16. They are due for a update.
Frisco	X	$790.00	$845.00	$865.00	$15.00	$690.00	$745.00	$765.00	$15.00	$0	$0	$0	$50	This is 2017 information, unable to get 20020 numbers
Grapevine		$1,000.00	$1,250.00	$1,400.00	$15.00	$1,000.00	$1,250.00	$1,400.00	$15.00	$119.00	$400.00	$250.00	Bundled	
Irving	X	$850.00	$950.00	$1,050.00	$15.00	$750.00	$850.00	$950.00	$15.00	$0	$0	$0	Cost + 30%	This is 2017 information, unable to get 20020 numbers
Lewisville	X	$1,394.00	$1,394.00	$1,394.00	$15.00	$1,045.00	$1,045.00	$1,045.00	$15.00	$150	Cost + 50%	Cost + 50%	Cost + 50%	This is 2017 information, unable to get 20020 numbers
McKinney	X	$625.00	$725.00	$825.00	$15.00	$550.00	$650.00	$750.00	$15.00	$0	$0	$0	Bundled	Has not been changed in 15+ years
Plano	X	$790	$845	$865	$15	$690	$745	$765	$15	$0	$0	$0	$50	
Richardson	X	$675.00	$675.00	$675.00	$15.00	$775.00	$775.00	$775.00	$15.00					This is 2017 information, unable to get 20020 numbers
University Park	X	$1,050.00	$1,350.00	$1,450.00	$24.00	$1,050.00	$1,250.00	$1,350.00	$24.00	$119.00	$400.00	$300.00	Bundled	
Addison Current		$750	$850	$950	$15	$850	$850	$950	$24	$150	$400	$200	Bundled	
Addison Proposed		$1,400.00	$1,600.00	$1,750	$24	$1,400	$1,600.00	$1,750	$24	$150	$400	$350.00	Bundled	**This will put us in line with Coppell**

Council Meeting **4.**

Meeting Date: 10/13/2020

Department: City Secretary

AGENDA CAPTION:

Consider Action to Approve **the Minutes from the September 22, 2020 Regular Meeting.**

BACKGROUND:

The minutes for the September 22, 2020 Regular Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - September 22, 2020 Regular Meeting

D R A F T

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

September 22, 2020

Addison TreeHouse
14681 Midway Rd., Addison, TX 75001
6:30 p.m. Executive Session
7:30 p.m. Regular Meeting

The Addison City Council conducted its Regular Council Meeting on Tuesday, September 22, 2020 at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The Town utilized telephone and videoconferencing to facilitate participation in the meeting. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at iparker@addisontx.gov by 3:00 pm on the meeting day. Members of the public were also entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. Detailed instructions on how to participate in this meeting were available on the Town's website on the Agenda Page. The meeting was live streamed on Addison's website at www.addisontexas.net

Present: Mayor Joe Chow; Mayor Pro Tempore Lori Ward; Deputy Mayor Pro Tempore Guillermo Quintanilla; Council Member Tom Braun; Council Member Ivan Hughes; Council Member Paul Walden; Council Member Marlin Willesen.

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

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance

EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to: Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the

attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to:

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

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 6:33 p.m.

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

Mayor Chow reconvened the City Council into Open Session at 7:18 p.m. No action was taken.

REGULAR MEETING

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.*

Speakers in Person: Jason Travis, 4026 Morman Lane, new resident offered to volunteer his services to the Town; Bob Jacobi, 4016 Rive Lane, recommended the Town prepare in the event of civil unrest.

Speaker by Telephone: Nellie Garcia, 4009 Azure Lane, addressed Town's Facebook posts being made by elected officials she opines are inappropriate.

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.*

1. Consider Action to Approve the Minutes from the September 1, 2020 Special Meeting and September 8, 2020 Regular Meeting.

2. **Consider Action to Approve the Purchase of Replacement Self-Contained Breathing Apparatus and Necessary Accessories from CASCO Industries in an Amount Not to Exceed $267,573.15.**

3. **Consider Action on a Resolution to Name Three Parks in the Addison Grove Development and Provide an Effective Date.**

4. **Consider Action on a Resolution to Approve a Contract with Lumar Corporation D/B/A Palm Springs Pool Service for Annual Fountain Maintenance and Repairs and Authorize the City Manager to Execute the Contract in an Amount Not to Exceed $126,888.**

5. **Consider Action on a Resolution to Approve a Negotiated Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2020 Rate Review Mechanism.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion. Council Member Willesen requested to pull Item 1 and Item 3.

MOTION: Mayor Pro Tempore Ward moved to approve Consent Agenda Items 2, 4, and 5 as submitted. Council Member Willesen seconded the motion. Motion carried unanimously.

********* Consent Item 1 *********

Council Member Willesen requested a correction (bold addition/strike-through deleted) to the September 1, 2020 minutes, Item 1, paragraph 1 as follows: *"Council Member Willesen inquired whether the process could begin ~~earlier~~ **later** in the future."*

Council Member Willesen requested a correction (bold addition/strike-through deleted) to the September 8, 2020 minutes as follows:

- Item 7, paragraph 1 - *"Council Member Willesen stated that a 30-year lease extension had been done previously and questioned why **it makes sense to approve** a six-year extension ~~is being requested~~."*
- Item 11, last paragraph - *"He referenced ~~other cities~~ **the cities of Frisco and Plano** to the north of Addison along the Dallas North Tollway that have a lower rate."*

MOTION: Council Member Willesen moved to approve Consent Item No. 1 as corrected. Council Member Hughes seconded the motion. Motion carried unanimously.

********* Consent Item No. 3 *********

Council Member Willesen spoke in reference to a marketing flyer with a map he obtained from InTown Homes and questioned whether some green space identified on the map as land dedicated to the Town would be considered for a named park. City Manager Wes Pierson responded that this land would not be named as a park.

MOTION: Council Member Willesen moved to approve Consent Item No. 3. Council Member Hughes seconded the motion. Motion carried unanimously.

Resolution No. R20-069: Addison Grove Development's park names – The Commons, The Grove, The Plaza
Resolution No. R20-070: Lumar Corporation Contract - annual Fountain Maintenance/Repairs
Resolution No. R20-071: Approve Settlement Between the Atmos Cities Steering Committee and Atmos Energy Corp., 2020 Rate Review Mechanism

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Regular Items

6. Present, Discuss, and Consider Action on a Resolution Approving a Contract with Community Waste Disposal for Residential Refuse and Recycling Services in an Amount Not to Exceed $301,440 and for Town Facilities in an Amount Not to Exceed $66,428 and Authorize the City Manager to Execute the Agreement.

Shannon Hicks, Director of Public Works and Engineering Services, presented this item. He advised that in response to a Request for Proposals (RFP) for residential and the Town's refuse and recycling services was issued on June 8, 2020. A total of four Proposals were received with only three meeting requirements for consideration. At the August 11, 2020 Council work session this proposal was reviewed with a consensus to approve proposal from Community Waste Disposal (CWD) for a five-year contract without alternates.

Council Member Willesen advised that the Town's ordinance states that one-way plastic garbage bags are required to be utilized to dispose of trash, adding that not everyone is doing that. He asked that staff provide some information on requirements to residents through the newsletter. He advised that use of one-way garbage bags will result in cleaner streets after garbage collection. City Manager Wes Pierson questioned whether garbage bags inside the cans is required. Mr. Hicks responded that he would check the ordinance wording regarding the requirements. Council Member Quintanilla voiced his appreciation for receiving additional information on CWD and spoke in favor of the contract.

MOTION: Council Member Walden moved to approve as presented. Mayor Pro Tempore Ward seconded the motion. Motion carried unanimously.

Resolution No. R20-072: Community Waste Disposal 5-year residential refuse/recycling contract.

7. **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 $12.51 to $12.56; Providing that such**

Increased Rate Shall be Effective October 1, 2020, and Reflected in the November 2020 Billing Cycle.

Steven Glickman, Chief Financial Officer, presented this item. He advised that this ordinance is necessary based on the City Council approval of Item 6 presented earlier. He reviewed that the Town has contracted with Community Waste Disposal (CWD) for the residential garbage and recycling collections for all single-family homes in Addison for the past five years. The services were rebid in 2020 with CWD being recommended to the remain the service provider. The new contract results in a monthly garbage and recycling rate increase from $12.51 to $12.56, per single-family resident in the first year of the contract. The increase will take effect October 1, 2020 and be reflected on the November 2020 utility bill.

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

Ordinance No. O20-45: Amend Code of Ordinances, Chapter 66, Article II, Section 66.52 Regarding Single Family Refuse and Recycling Collection Fees

8. Present, Discuss, and Consider Action on a Resolution Authorizing the City Manager to Enter into a Commercial Real Estate Broker and Advisory Services Agreement with Cushman & Wakefield, U.S. Inc. for Services Related to the Finding and Selection of a Master Developer and the Real Estate Transaction Services for Properties Located Adjacent to the CottonBelt/Silver Line Rail Corridor and Future Rail Station.

Ashley Mitchell, Deputy City Manager presented this item. She reviewed a map showing the location of acreage that the Town owns adjacent to the CottonBelt/Silver Line Rail Corridor and Future Rail Station. She explained that as part of the Town's ongoing efforts to create a transit oriented development on this acreage and based on the vision established in the Addison Circle Special Area Study, the next step is the selection of a real estate broker to provide the Town with real estate advisory services and represent the Town in an upcoming master developer solicitation for the properties around the future Silver Line Rail Station. Ms. Mitchell advised that Cushman and Wakefield (C&W) was selected through a Request for Proposals process to provide these services for the Town. She advised C&W and their local team have extensive experience representing may government organizations locally and throughout Texas, including recently representing DART on the 11-acre Mockingbird Station East development.

City Manager Wes Pierson added that three responses to the RFP were received and all three were interviewed by a staff panel before selecting Cushman & Wakefield.

Ms. Mitchell advised that C&W's scope will include:

- Strategic Planning and Project Underwriting
- Create & Approve Marketing Materials
- C&W will develop a detailed Request for Proposals (RFP) and associated marketing collateral.

- Phase 1 Solicitation of Initial Proposals & Pre-Bid Conference
- Initial Proposal Analysis & Phase 2 Solicitation of Formal Proposals
- Formal Proposal Evaluation & Master Developer Selection
- Contract Negotiation & Execution

The estimated completion date of Cushman and Wakefield's contract would be December 31, 2021 but could be extended with four additional one-year terms. Cushman and Wakefield would be compensated based on the following:

- Monthly Consulting Fee – A monthly consultant fee of $10,000 per month will be accrued beginning on the effective date of the agreement and would be due at the end of the contract. This consulting fee would be credited towards any transaction fee at the end of the process.
- Marketing Expenses – C&W will have a marketing budget not to exceed $25,000. This will be used for signage, aerial and ground photography, printing materials, renderings, etc. The marketing expenses will also be credited towards any transaction fee at the end of the process.
- Transaction Fee - If the solicitation results in a ground lease structure, then C&W will be paid 4% of the ground lease rent for the first 10 years of the lease. If the properties are sold, then C&W will be paid a tiered commission for each transaction based on the gross sale price of each property.
- Success Fee – To further incentivize C&W to push developers to achieve the highest and best use of the property in accordance with the adopted vision, a success fee is being proposed. The success fee would apply if the proposed certified construction costs of the project exceeds an agreed upon baseline improvement value. The base line improvement value assumes a development with a value of $216,000,000 could easily be constructed. The success fee will be based on 30 basis points of the value created above the baseline improvement value.

Ms. Mitchell introduced Chris Harden with Cushman and Wakefield who explained their approach for selecting a master developer, reviewed the timeline, and explained the process for proposal solicitation. He noted that once a master developer is selected by Council, a Development Agreement would be required. It was noted that it is possible that another property specific developer could be selected if the master developer needs more expertise for a certain property development. Council Member Quintanilla inquired how far along DART should be by January 2022. Mr. Pierson responded that he expects DART to have rail service in operation by March 2023.

Ms. Mitchell advised that C&W will work with staff and the Council to develop the criteria for the real estate developer proposals and the method for selection. She reviewed the community involvement that has previously occurred. Mr. Pierson advised that the community would have opportunities for further input at future Council meetings and Planning and Zoning meetings.

David Leininger, Leininger Analytics, who is serving as an advisor to the Town spoke concerning the compensation portion of the agreement. He explained the commission and fee structures are based on future land values and uses. He added that he feels the stated fees are appropriate.

Mayor Chow expressed that he is concerned that C&W has structured their baseline fees on four-story multi-family buildings and expressed that it was intended that the buildings should have more than four stories. Council Member Hughes questioned the Success Fees, asking if they are appropriate. Council Members Hughes, Braun, and Ward spoke in favor of proceeding with the agreement. Mayor Chow stated he would like to table the item until the next meeting to give staff time to further negotiate the fee structure, and to address the building heights. Council Members Quintanilla and Willesen spoke in favor of tabling the item.

Council Member Walden moved to approve this item. Council Member Hughes seconded the motion. Discussion continued.

Mayor Chow stated that this is a large, important project and that the Town should re-negotiate, saying that the baseline is too low, and four-story buildings is not correct. He questioned whether 30 Basis Points is customary.

After further discussion, Council Member Hughes withdrew his second to the motion, stating he would like all Council to agree.

Council Member Braun seconded Council Member Walden's original motion to approve the item. Discussion continued.

Chris Harden advised that the agreement presented is the eighth or ninth version, and that the baseline is based on certified construction costs and no soft costs. He said the assessed property values should be significantly higher. He added that payments would occur over many years and that tax revenues should surpass the fee amounts paid to C&W.

Prior to the vote, Council Member Hughes expressed that he would vote in favor of the motion to approve, however would prefer to table the item.

MOTION: Council Member Walden moved to approve this item as presented. Council Member Braun seconded the motion. Motion carried 4 to 3 with Mayor Chow, Deputy Mayor Pro-Tempore Quintanilla, and Council Member Willesen voting against.

Resolution No. R20-073: Cushman & Wakefield, U.S. Inc. Agreement for Real Estate Services

***** Recess called *****

9. Present, Discuss, and Consider Action on an Ordinance to Amend the Town's Annual Budget for the Fiscal Year Ending September 30, 2020.

Steven Glickman, Chief Financial Officer presented this item. He reviewed the budget amendment process and the Town's budget amendment policy. He said that these proposed amendments are outside the authority of the City Manager and reviewed the details as follows:

General Fund: An amendment is needed for the Fire Department in the General Fund. Health Insurance expenditures in FY 2020 were budgeted using a fixed amount per employee regardless

of actual benefit elections. The Fire Department has a higher percentage (than other departments) of employees that elect family health insurance coverage resulting in a lack of appropriation in that department. The amendment adds funding to cover the cost of actual employee health insurance elections in the amount of $100,000. These additional expenditures are offset by increased Building Permit Fees of $100,000 resulting in a net impact of $0.

Capital Improvements Program: This amendment adds funding for the construction of the Airport Customs and Border Protection Facility. In the 2018 Airport Certificates of Obligation Fund the original budget included an appropriation of $5,068,176. This budget amendment proposes to appropriate the remaining bonds funds in the amount of $1,912,415 in order to exhaust them prior to utilizing operating reserves. The appropriation is partially offset by interest income in the amount of $87,261.

1) This amendment adds funding for the Belt Line Utility Relocation Project and Belt Line Road 1.5 Project from residual 2014 General Obligation bond funds in the amount of $800,000. The appropriation is partially offset by interest income in the amount of $35,857.
2) This amendment adds funding for Basin I Sewer improvements from residual 2014 Utility Certificates of Obligation bond funds rather than operating funds in the amount of $40,000. The appropriation is partially offset by interest income in the amount of $22,632.

Debt Service Fund: An amendment is needed in the Debt Service Fund to recognize the bond proceeds and refunding cost associated with the 2020 General Obligation Taxable Refunding Bonds in the amount of $13,205,000. The transaction created approximately $2 million in interest savings over the remaining life of the debt. The net impact to the fund is $0.

Grant Fund: An amendment is needed in the Grant Fund to recognize revenue and associated expenditures associated with CARES Act funding received from Dallas County in the amount of $894,465. The net impact to the fund is $0.

MOTION: Council Member Hughes moved to approve as presented. Mayor Pro Tempore Ward seconded the motion. Motion carried unanimously.

Ordinance No. O20-46: Amend FY2020 Budget

10. Present, Discuss, and Consider Action on a Resolution to Approve an Interlocal Agreement with The City of Farmers Branch and Dallas County Community College District for the Construction of the Alpha Road Connector Project/Bella Lane Extension and Authorize the City Manager to Execute the Agreement.

Shannon Hicks, Director of Public Works and Engineering Services presented this item. He advised this is an interlocal agreement (ILA) between the Town of Addison, Dallas County Community College (DCCCD) and City of Farmers Branch to facilitate the construction of the Bella Lane extension from the Vitruvian Development through Brookhaven College in Farmers Branch to Alpha Road, as well as a detention pond.

Mr. Hicks added that all right-of-way and easements required for the construction of the roadway and detention pond will be granted by Brookhaven College at no cost. He advised that the project will be paid for with funds set aside for the Vitruvian Development.

MOTION: Council Member Walden moved to approve as presented. Council Member Braun seconded the motion. Motion carried unanimously

Resolution No. R20-074: Interlocal Agreement with Farmers Branch and Dallas County for Construction of Alpha Road Connector Project/Bella Lane Extension

11. Present, Discuss, and Consider Action on a Resolution to Approve a Professional Services Agreement with Kimley-Horn and Associates to Perform Professional Services and Engineering Design of the Bella Lane Extension to Alpha Road in the City of Farmers Branch and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed $499,600.

Shannon Hicks, Director of Public Works and Engineering Services presented this item. He advised this agreement includes the design of a new roadway connecting the Vitruvian Park development with Alpha Road and Brookhaven College and a regional detention pond. Mr. Hicks advised the consultant will also provide development of construction documents, bidding services and construction administration support to the Town during construction the phase. The design is expected to take approximately six months to complete and will be paid for with funds set aside for the Vitruvian Development.

MOTION: Mayor Pro Tempore Ward moved to approve this item as presented. Council Member Hughes seconded the motion. Motion carried unanimously.

Resolution No. R20-075: Professional Services Agreement with Kimley-Horn for Engineering for Bella Lane Extension

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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

Council Meeting **5.**

Meeting Date: 10/13/2020

Department: Development Services

AGENDA CAPTION:

Consider Action on a **Resolution to Approve 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 2021. 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 with Dallas County

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING FISCAL YEAR 2021 INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY, TEXAS, ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES, FOR COORDINATED HEALTH SERVICES IN AN AMOUNT NOT TO EXCEED $2,500.00; 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 recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2. The Interlocal Agreement between the Town of Addison and Dallas County, Texas, on behalf of Dallas County Health and Human Services, for Coordinated Health Services in an amount not to exceed $2,500.00 is attached as **Exhibit A** and incorporated herein, is hereby approved. The City Manager is hereby authorized to execute the Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ____ day of _____**2020.**

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma G. Parker, City Secretary

APPROVED AS TO FORM:

_____
Brenda N. McDonald, City Attorney

EXHIBIT A

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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**
COUNTY OF DALLAS	§	**OF ADDISON, TEXAS**

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 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;

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 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

A. County agrees to submit to 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 B, C, and 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.

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, 2020 through September 30, 2021, 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.

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:

Dr. Philip Huang, Director
Dallas County Health & Human Services
2377 N. 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 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.

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. 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.

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: Wesley S. Pierson
Town Manager/Mayor

DATE: _____

Attested:

By: Irma G. Parker
Town Secretary

Approved as to Form:

By: Brenda N. McDonald
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

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*	$65/Injection
Twinrix	$105/Injection
Rabies (PE)	$355/Injection
IPV	$50/Injection
Pneumococcal*	$125/Injection
Adacel (Pertusis) (Tdap)	$55/injection
HIB	$25/injection
Japanese Encephalitis	$335/Injection
Typhoid (Polysaccharide)	$90/Injection
Typhoid (Oral)	$75 box
Yellow Fever Vaccine**	$175/Injection
Boostrix Vaccine*(Tdap)	$55/Injection
Influenza Vaccine*	$30/Injection
Influenza (High Dose)	$65/Injection
Rabies Administrative Fee/ Serves State Vaccine	$25 each
Foreign Travel Office Visit Fee	$25/visit
TD*	$50/Injection

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)*	$140/Injection
Shingrix	$175/Injection
Gardasil (HPV)*	$245/Injection
Hepatitis A (Pediatric)	$45/Injection
Hepatitis B (Pediatric)	$40/Injection
DT	$75/Injection
DTaP (Daptacel)	$45/Injection
DTap-HepB-IPV	$90/Injection
DTaP-IPV	$70/Injection
Rotavirus	$140/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.

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 Homes, Residential	$75/plus $25 for each 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

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 W/Multiple Test Sites	$50/Test

Revised May /2020

Dallas County Health and Human Services

Annual Summary of Services

January 1, 2019 thru December 31, 2019

Exhibit B

Municipality	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases
Addison	75	100	44	68
Balch Springs	182	171	477	127
Carrollton	1,242	37	554	236
Cedar Hill	299	414	251	163
Cockrell Hill	39	31	24	112
Coppell	218	47	51	155
Dallas	25,107	12,826	54,816	21,876
Desoto	467	486	294	167
Duncanville	315	261	391	151
Farmers Branch	436	155	214	122
Garland	2,397	796	2,769	310
Glenn Heights	341	157	398	71
Grand Prairie	853	612	1,416	440
Highland Park	2	0	0	19
Hutchins	30	44	60	32
Irving	3,627	1,267	2,443	940
Lancaster	359	503	376	87
Mesquite	1,816	873	1,588	429
Richardson	1,122	292	345	251
Rowlett	379	122	159	52
Sachse	10	20	94	47
Seagoville	97	87	193	65
Sunnyvale	45	5	2	135
University Park	0	0	0	12
Wilmer	198	59	94	19
Out of County	802	3,276	41,025	2,195
Total	**40,458**	**22,641**	**108,078**	**28,281**

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Dallas County Health and Human Services

Contract Cost by Category

FY2021

Exhibit C

Municipality	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases	FY '21 Contract Total
Addison	$ 4,675	$ 10,662	$ 1,442	$ 2,005	$ 2,500
Balch Springs	$ 11,344	$ 18,233	$ 15,632	$ 3,745	$ 9,377
Carrollton	$ 77,410	$ 3,945	$ 18,156	$ 6,959	$ 23,823
Cedar Hill	$ 18,636	$ 44,143	$ 8,226	$ 4,806	$ 2,498
Cockrell Hill	$ 2,431	$ 3,305	$ 787	$ 3,303	$ 1,232
Coppell	$ 13,587	$ 5,011	$ 1,671	$ 4,571	$ 3,131
Dallas	$ 1,564,848	$ 1,367,570	$ 1,796,421	$ 645,060	$ 1,754,252
Desoto	$ 29,107	$ 51,820	$ 9,635	$ 4,924	$ 17,620
Duncanville	$ 19,633	$ 27,829	$ 12,814	$ 4,453	$ 11,273
Farmers Branch	$ 27,175	$ 16,527	$ 7,013	$ 3,597	$ 6,856
Garland	$ 149,398	$ 84,873	$ 90,745	$ 9,141	$ 80,156
Glenn Heights	$ 21,254	$ 16,740	$ 13,043	$ 2,094	$ 574
Grand Prairie	$ 53,165	$ 65,254	$ 46,405	$ 12,974	$ 38,854
Highland Park	$ 125	$ -	$ -	$ 560	$ 132
Hutchins	$ 1,870	$ 4,691	$ 1,966	$ 944	$ 3,149
Irving	$ 226,061	$ 135,094	$ 80,062	$ 27,718	$ 81,906
Lancaster	$ 22,375	$ 53,632	$ 12,322	$ 2,565	$ 12,106
Mesquite	$ 113,186	$ 93,083	$ 52,042	$ 12,650	$ 31,608
Richardson	$ 69,931	$ 31,134	$ 11,306	$ 7,401	$ 23,756
Rowlett	$ 23,622	$ 13,008	$ 5,211	$ 1,533	$ 4,925
Sachse	$ 623	$ 2,132	$ 3,081	$ 1,386	$ 362
Seagoville	$ 6,046	$ 9,276	$ 6,325	$ 1,917	$ 6,440
Sunnyvale	$ 2,805	$ 533	$ 66	$ 3,981	$ 99
University Park	$ -	$ -	$ -	$ 354	$ 48
Wilmer	$ 12,341	$ 6,291	$ 3,081	$ 560	$ 2,597
Out of County	$ 49,986	$ 349,303	$ 1,344,464	$ 64,724	$ 77,142
Total	**$ 2,521,632**	**$ 2,414,092**	**$ 3,541,914**	**$ 833,925**	**$ 2,196,416**

Dallas County Health and Human Services

Total Contract Costs

FY2021

Municipality	Exhibit D
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

Council Meeting **6.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Addison Arbor Foundation and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $65,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and appointed Council Member Liaisons evaluate all applications individually. Town Staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Addison Arbor Foundation (AAF) submitted an application to the Town requesting $65,000 for Fiscal Year 2021. The requested amount includes grant funding of $50,000 and $15,000 in matching funds. During the Council Budget Work Session on August 5, 2020, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2021 budget. During the discussion about the AAF, Council directed staff to grant the AAF their requested amount of $65,000 ($50,000 grant and $15,000 in matching funds).

This grant funding agreement allocates $50,000 and an additional $15,000 in matching funds at the sole discretion and determination of the Town, once the Organization can demonstrate to the satisfaction of the Town that it has accumulated additional funding from sources outside of the Town for $15,000 within the Terms of the Agreement. The Town has reviewed and evaluated the application determining that the non-profit organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Addison Arbor Foundation grant funding agreement is included as Exhibit A within the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Grant Funding Agreement FY21-Addison Arbor Foundation

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND THE ADDISON ARBOR FOUNDATION, IN AN AMOUNT NOT TO EXCEED $50,000.00; APPROVAL FOR A DOLLAR TO DOLLAR MATCH OF ADDITIONAL FUNDING NOT TO EXCEED $15,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the Addison Arbor Foundation submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and the Addison Arbor Foundation desire to enter into this Agreement to set forth the terms and conditions regarding the Addison Arbor Foundation's use of the public funds.

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

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

SECTION 2. The Grant Funding Agreement between the Town and the Addison Arbor Foundation in an amount not to exceed $50,000.00 and providing for a dollar to dollar match of additional funding not to exceed $15,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS	§	
	§	**AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS	§	

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2020 by and between the Town of Addison, Texas (the "City") and the Addison Arbor Foundation (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2020, through the 30th day of September, 2021, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability

pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Purchase or commission, and install public art pieces(s) in locations identified in collaboration with the Addison Parks Department. The locations shall be located on Town property, or easements granted to the Town on new construction or existing property. The City must provide prior written approval for the artist, selected artwork and location of the installation;

(b) Work with City staff to incorporate and/or refresh landscaping, public art, sculptural works and educational activities; and

(c) Fund the Organization's operating expenses.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2021
April 30, 2021
July 30, 2021
October 30, 2021

In satisfaction hereof and as determined by the City, the Program may be provided directly by the Organization or funding of the Program may be provided to the City by the Organization. The Program will be provided upon the prior approval by the City. Design for any of the Program provided by the Organization is subject to the City's approval prior to installation thereof.

III. FUNDING

The City shall pay to the Organization the sum of no more than Fifty Thousand and No/100 Dollars ($50,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2021. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2021. Granting such an advance of Funding is under the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. While funding is generally limited to the current fiscal year, due to the nature of the projects that are commissioned by the Organization, it is understood that Programs undertaken by the Organization may not be completed within the Term. If the Organization fails to complete the Program, the Organization may be allowed to continue the Program, provided that it complies with the terms of this Agreement, including quarterly reporting on the expenditure of Funding. If the Organization fails to complete the Program identified herein to the satisfaction of the City within

the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

Notwithstanding anything to the contrary provided herein, the parties agree that the Organization is eligible for a dollar for dollar match not to exceed Fifteen Thousand and No/100 Dollars ($15,000.00) at the sole discretion and determination of the City, if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional funding from private donations outside of the City within the Term of this Agreement ("Matching Funds"), in accordance with the provisions of **Exhibit "A,"** attached hereto and incorporated herein for all purposes. For the purpose of calculating the Matching Funds, Private Donations, as defined in Exhibit "A" attached hereto and incorporated herein for all purposes, received by the Organization as a result of the North Texas Giving Day on September 17, 2020 may be included in the calculation for Fiscal Year 2021. However, a subsequent North Texas Giving Day within the Fiscal Year 2021 may not be included in the calculation.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR

OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. 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 ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE PARTIES SHALL PROMPTLY ADVISE EACH OTHER IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAMS HEREIN, AS DETERMINED BY THE CITY, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

Funding received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs (including the completion of a compilation report), provided that such costs are necessary for the promotion and encouragement of the purposes for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Beginning FY 2017, and every other year thereafter, so long as the Organization is a recipient of grant funding, the Organization shall provide the City financial statement(s) prepared by its accountant or financial officer within ninety (90) days of the end of the applicable fiscal year. Likewise, beginning FY 2018 and every other year thereafter, so long as the Organization is a recipient of grant funding, the City may request a compilation report prepared by an independent accounting firm prior to the end of the applicable fiscal year. The Organization shall deliver the compilation report to the City within one hundred twenty (120) days of the end of the applicable fiscal year. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been

provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide City with a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or 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. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Dr. Jay M. Ihrig
Addison Arbor Foundation
P.O. Box 1649
Addison, Texas 75001

Email Address for Financial Reports:
aboatright@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2271, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**ADDISON ARBOR FOUNDATION**
By:_____	By:_____
Wesley S. Pierson, City Manager	Dr. Jay M. Ihrig, President & Director
Date:_____	Date: 10/04/2020

EXHIBIT "A"

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS
FOR DISTRIBUTION OF MATCHING FUNDS
FOR ADDISON ARBOR FOUNDATION
FROM HOTEL/MOTEL TAX FUNDS

For every One Dollar of Private Donations (as hereinafter defined) actually received by Addison Arbor Foundation ("AAF"), the City shall, in accordance with the provisions of this Agreement, pay to AAF Matching Funds in an amount up to but not exceeding Fifteen Thousand and No/100 Dollars ($15,000) for Fiscal Year 2021. In order to receive Matching Funds, AAF shall provide to the City such proof of its receipt of Private Donations as the City shall reasonably require. Beginning October 1, 2020, AAF may make application on or before the 15th day of every three (3) month period for distribution of Private Donations and the City shall pay such matching funds provided the City has received adequate proof, in the City's sole opinion, of the actual receipt of Private Donations by AAF as set forth in each application. The application shall be on a form provided by the City.

For the purposes of this Agreement, the term "Private Donations" shall mean and include: cash funds actually received by AAF during the term hereof from any private donations in the form of cash and received by the AAF on or before September 30, 2021. Pledged amounts shall not count toward the Private Donations for the calculation of Matching Funds.

Council Meeting **7.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Metrocrest Services and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $66,120.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and appointed Council Member Liaisons evaluate all applications individually. Town Staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements mayor may not be required, but Town Staff can request them at any time.

Metrocrest Services submitted an application to the Town requesting $96,376 for Fiscal Year 2021. During the Council Budget Work Session on August 5, 2020, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2021 budget. During the discussion about Metrocrest Services, Council directed staff to grant Metrocrest Services $66,120. The Town has reviewed and evaluated the application and determined that the non-profit organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Metrocrest Services grant funding agreement is included as Exhibit A within the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Grant Funding Agreement FY21-Metrocrest Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND METROCREST SERVICES, IN AN AMOUNT NOT TO EXCEED $66,120.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, Metrocrest Services submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Metrocrest Services desire to enter into this Agreement to set forth the terms and conditions regarding Metrocrest Services' use of the public funds.

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

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

SECTION 2. The Grant Funding Agreement between the Town and Metrocrest Services in an amount not to exceed $66,120.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS	§	
	§	**AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS	§	

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2020 by and between the Town of Addison, Texas (the "City") and Metrocrest Services (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2020, through the 30th day of September, 2021, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this

Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Provide direct material assistance and short-term emergency assistance to residents and citizens of the City of which includes:

1) Rent;
2) Utilities;
3) Food;
4) Clothing;
5) Limited medical supplies;
6) Transportation Services;
7) Home Improvement Projects for Seniors; and
8) Other related services.

(b) Provide information and referral on health and social service issues to residents and citizens of the City of which includes:

1) Employment Assistance;
2) Health and Social Services Referrals;
3) Support Group Information; and
4) Other related referrals.

(c) Provide indirect assistance to residents and citizens for the City of which includes:

1) Collaboration with others in the community for awareness of need and maximum utilization of resources;
2) Community education about issues, needs, and resources;
3) Inquiry into the causes of identified problems;
4) Participation in the development of plans and strategies to address the causes; and
5) Provisions of volunteer opportunities for community-wide involvement in the programs of the Organization.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding, defined below, received pursuant to this Agreement by the following dates:

January 30, 2021
April 30, 2021
July 30, 2021
October 30, 2021

III. FUNDING

The City shall pay to the Organization the sum of no more than Sixty Six Thousand One Hundred Twenty and No/100 Dollars ($66,120.00) ("Funding") as follows: fifty percent (50%) of the

Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2021. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2021. Granting such an advance of Funding is under the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS,

EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. 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 ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of Agreement termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAMS HEREIN, AS DETERMINED BY THE CITY, SHALL BE RETURNED.

Upon Agreement termination and tender of any returns, all obligations of the Organization under this Agreement shall be discharged (except as otherwise provided herein (e.g., obligations surviving termination of this Agreement. After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide the City with a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or 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. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Mr. Tracy Eubanks
Metrocrest Services
13801 Hutton Drive, Suite 150
Farmers Branch, Texas 75234

Email Address for Financial Reports:
aboatright@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	METROCREST SERVICES
By:_____	By:_____
Wesley S. Pierson, City Manager	Mr. Tracy Eubanks, CEO
Date:_____	Date: 9/25/20

Council Meeting **8.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Dallas Cat Lady and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $5,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and appointed Council Member Liaisons evaluate all applications individually. Town Staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Dallas Cat Lady submitted an application to the Town requesting $5,000 for Fiscal Year 2021. During the Council Budget Work Session on August 5, 2020, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2021 budget. During the discussion about the Dallas Cat Lady, Council directed staff to grant the Dallas Cat Lady their requested amount of $5,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Dallas Cat Lady grant funding agreement is included as Exhibit A within the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Grant Funding Agreement FY21-Dallas Cat Lady

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS CAT LADY, IN AN AMOUNT NOT TO EXCEED $5,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, Dallas Cat Lady submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Dallas Cat Lady desire to enter into this Agreement to set forth the terms and conditions regarding Dallas Cat Lady's use of the public funds.

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

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

SECTION 2. The Grant Funding Agreement between the Town and Dallas Cat Lady in an amount not to exceed $5,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
§ AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2020 by and between the Town of Addison, Texas (the "City") and Dallas Cat Lady (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2020, through the 30th day of September, 2021, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this

Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Spay/neuter program allowing approximately 100 cats and kittens, stray or feral cats as well as cats and kittens in the foster system for adoption, in an effort to reduce the stray and feral cat population; and

(b) Other programs to assist more cats and caregivers in need.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2021
April 30, 2021
July 30, 2021
October 30, 2021

III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($5,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2021. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2021. Granting such an advance of Funding is under the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD

HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. 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 ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAMS HEREIN, AS DETERMINED BY THE CITY, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged (except as otherwise provided herein (e.g., obligations surviving termination of this Agreement. After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles

(GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or 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. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Leigh Sessler
Dallas Cat Lady
P.O. Box 181671
Dallas, Texas 75218

Email Address for Financial Reports:
aboatright@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**DALLAS CAT LADY**
By:_____	By: M L Sessler
Wesley S. Pierson, City Manager	Ms. Leigh Sessler, Exec. Director
Date:_____	Date: 9/30/20

Council Meeting **9.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Dallas County Mental Health & Retardation d/b/a Metrocare Services and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $5,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and appointed Council Member Liaisons evaluate all applications individually. Town Staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of Stat. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Dallas County Mental Health & Retardation d/b/a Metrocare Services submitted an application to the Town requesting $20,000 for Fiscal Year 2021. During the Council Budget Work Session on August 5, 2020, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2021 budget. During the discussion about Metrocare Services, Council directed staff to grant Metrocare Services $5,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Dallas County Mental Health & Retardation d/b/a Metrocare Services grant funding agreement is included as Exhibit A within the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Grant Funding Agreement FY21-Metrocare Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY MENTAL HEALTH & MENTAL RETARDATION D/B/A METROCARE SERVICES, IN AN AMOUNT NOT TO EXCEED $5,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, Dallas County Mental Health & Mental Retardation d/b/a Metrocare Services submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Dallas County Mental Health & Mental Retardation d/b/a Metrocare Services desire to enter into this Agreement to set forth the terms and conditions regarding the Dallas County Mental Health & Mental Retardation d/b/a Metrocare Services' use of the public funds.

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

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

SECTION 2. The Grant Funding Agreement between the Town and Dallas County Mental Health & Mental Retardation d/b/a Metrocare Services in an amount not to exceed $5,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS	§	
	§	**AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS	§	

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2020 by and between the Town of Addison, Texas (the "City") and Dallas County Mental Health & Mental Retardation d/b/a Metrocare Services (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2020, through the 30th day of September, 2021, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability

pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Purchase additional technology hardware for remote capabilities due to COVID-19;

(b) Enhance the efforts of the Cohen Clinic's Diversity Committee and provide targeted outreach to marginalized and underrepresented veterans and their family members who are experiencing mental health challenges; and

(c) Offset costs associated with providing direct services to marginalized and underrepresented veterans and their families.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2021
April 30, 2021
July 30, 2021
October 30, 2021

III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($5,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2021. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2021. Granting such an advance of Funding is under the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE

DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

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All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

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During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or 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. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Email Address for Financial Reports:
aboatright@addisontx.gov

The Organization's address:
Dr. John W. Burruss
Dallas County MHMR
d/b/a Metrocare Services
16160 Midway Road Suite 218
Addison, Texas 75001

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**DALLAS COUNTY MHMR d/b/a METROCARE SERVICES**
By:_____	By: John W. Burruss MD
Wesley S. Pierson, City Manager	Dr. John W. Burruss, President & CEO
Date:_____	Date: 10/7/2020

Council Meeting **10.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and Outcry Theatre, Inc. and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $2,500.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and appointed Council Member Liaisons evaluate all applications individually. Town Staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

Outcry Theatre. Inc. submitted an application to the Town requesting $10,000 for Fiscal Year 2021. During the Council Budget Work Session on August 5, 2020, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2021 budget. During the discussion about Outcry Theatre, Inc., Council directed Staff to grant Outcry Theatre, Inc. $2,500. The Town has reviewed and evaluated the application and determined that the non-profit organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Outcry Theatre, Inc. grant funding agreement is included as Exhibit A within the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Grant Funding Agreement FY2021- Outcry Theatre

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND OUTCRY THEATRE, INC., IN AN AMOUNT NOT TO EXCEED $2,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, Outcry Theatre, Inc. submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Outcry Theatre, Inc. desire to enter into this Agreement to set forth the terms and conditions regarding the Outcry Theatre, Inc.'s use of the public funds.

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

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

SECTION 2. The Grant Funding Agreement between the Town and Outcry Theatre, Inc.in an amount not to exceed $2,500.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS	§	
	§	**AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS	§	

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2020 by and between the Town of Addison, Texas (the "City") and Outcry Theatre, Inc. (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2020, through the 30th day of September, 2021, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability

pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Scholarships for Outcry Youth Theatre students to help grow the diversity of students at Outcry Youth Theatre and allow more participants from across the socioeconomic spectrum; and

(b) Distribute free tickets to Addison residents for Outcry Youth Theatre professional productions during the 2020-2021 season.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2021
April 30, 2021
July 30, 2021
October 30, 2021

III. FUNDING

The City shall pay to the Organization the sum of no more than Two Thousand Five Hundred and No/100 Dollars ($2,500.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2021. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2021. Granting such an advance of Funding is under the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. 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 ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS

OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAMS HEREIN, AS DETERMINED BY THE CITY, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged (except as otherwise provided herein (e.g., obligations surviving termination of this Agreement. After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide the City with a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-

employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state or federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this

Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or 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. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Becca Johnson-Spinos
Outcry Theatre, Inc.
1915 N. Central Expy., #120
Plano, Texas 75075

Email Address for Financial Reports:
aboatright@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**OUTCRY THEATRE, INC.**
By:_____	By:_____
Wesley S. Pierson, City Manager	Ms. Becca Johnson-Spinos, Artistic Director
Date:_____	Date: OCT 1, 2020

Council Meeting **11.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement Between the Town of Addison and The Family Place and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $2,500.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and appointed Council Member Liaisons evaluate all applications individually. Town Staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Family Place submitted an application to the Town requesting $10,000 for Fiscal Year 2021. During the Council Meeting on August 5, 2020, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2021 budget. During the discussion about The Family Place, Council directed staff to grant The Family Place $2,500. The Town has reviewed and evaluated the application and determined that the non-profit organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Family Place grant funding agreement is included as Exhibit A within the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Grant Funding Agreement FY21-The Family Place

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND THE FAMILY PLACE, IN AN AMOUNT NOT TO EXCEED $2,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, The Family Place submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and The Family Place desire to enter into this Agreement to set forth the terms and conditions regarding The Family Place's use of the public funds.

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

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

SECTION 2. The Grant Funding Agreement between the Town and The Family Place in an amount not to exceed $2,500.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS	§	
	§	**AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS	§	

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2020 by and between the Town of Addison, Texas (the "City") and The Family Place (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2020, through the 30th day of September, 2021, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application, incorporated herein by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all Programs to the best of their ability pursuant to this Agreement. If the Organization determines that any Program cannot be completed, it shall immediately inform the City.

The Organization shall complete the following Programs (the "Program" or "Programs") with the assistance of grant funding received by the City:

(a) Conduct counseling, outreach, referrals, public education, and protection services to victims of domestic violence through a variety of program services in the Addison, Carrollton, and Farmers Branch area; and

(b) Assist with the payment of general operation expenses related to employee salaries, rent, and supplies.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2021
April 30, 2021
July 30, 2021
October 30, 2021

III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($2,500.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2021. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2021. Granting such an advance of Funding is under the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND

APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. 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 ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAMS HEREIN, AS DETERMINED BY THE CITY, SHALL BE RETURNED.

Upon Agreement termination payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged (except as otherwise provided herein (e.g., obligations surviving termination of this Agreement. After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide the City with a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder

without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or 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. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Ms. Paige Flink
The Family Place
P.O. Box 7999
Dallas, Texas 75209

Email Address for Financial Reports:
aboatright@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**THE FAMILY PLACE**
By:_____	By: Paige Flink
Wesley S. Pierson, City Manager	Ms. Paige Flink, CEO
Date:_____	Date: 9/29/2020

Council Meeting **12.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement with On Eagles Wings, Inc. d/b/a Woven Health Clinic and Authorize the City Manager to Execute the Grant Funding Agreement** in an Amount Not to Exceed $5,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and appointed Council Member Liaisons evaluate all applications individually. Town Staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

On Eagles Wings, Inc. d/b/a Woven Health Clinic submitted an application to the Town requesting $6,500 for Fiscal Year 2021. During the Council Budget Work Session on August 5, 2020, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2021 budget. During the discussion about the Woven Health Clinic, Council directed staff to grant the Woven Health Clinic $5,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The On Eagles Wings, Inc. d/b/a Woven Health Clinic grant funding agreement is included as Exhibit A within the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Grant Funding Agreement FY21-Woven Health Clinic

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND ON EAGLES WINGS, INC. D/B/A WOVEN HEALTH CLINIC, IN AN AMOUNT NOT TO EXCEED $5,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, On Eagles Wings, Inc. d/b/a Woven Health Clinic submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and On Eagles Wings, Inc. d/b/a Woven Health Clinic desire to enter into this Agreement to set forth the terms and conditions regarding the On Eagles Wings, Inc. d/b/a Woven Health Clinic's use of the public funds.

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

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

SECTION 2. The Grant Funding Agreement between the Town and On Eagles Wings, Inc. d/b/a Woven Health Clinic in an amount not to exceed $5,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
§ **AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS §

This Agreement for Grant Funding ("**Agreement**") is made and entered into as of the 1st day of October, 2020 by and between the Town of Addison, Texas (the "**City**") and On Eagles Wings, Inc. d/b/a Woven Health Clinic (the "**Organization**").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("**Application**") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2020, through the 30th day of September, 2021, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("**Term**"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability

pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Funding will be used as part of the Organization's general operating fund to:

1) Deliver primary healthcare services;
2) Chronic disease management and disease prevention programs;
3) Basic Mental Healthcare;
4) Medical supplies, pharmaceuticals, immunizations, radiology, patient educations, patient health events, and community related health events;
5) Continue COVID-19 Prevention Webinars and First Responder Program and provide COVID-19 Care Kits for those that contract the virus; and
6) Continue the Chronic Disease Management Program and PREVENT Disease NOW program.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2021
April 30, 2021
July 30, 2021
October 30, 2021

III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($5,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2021. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2021. Granting such an advance of Funding is under the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS,

OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

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THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAMS HEREIN, AS DETERMINED BY THE CITY, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs, provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make all financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic, format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide City with a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties, or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), or religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or 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. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Ms. Lisa Rigby
On Eagles Wings, Inc.
d/b/a Woven Health Clinic
1 Medical Parkway, Plaza 1, Suite 149
Farmers Branch, Texas 75234

Email Address for Financial Reports:
aboatright@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**ON EAGLES WINGS, INC. d/b/a WOVEN HEALTH CLINIC**
By:_____	By:_____
Wesley S. Pierson, City Manager	Ms. Lisa Rigby, Exec. Director
Date:_____	Date: 10/06/20

Council Meeting **13.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement with WaterTower Theatre and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed $375,000 in Cash and In-Kind contributions.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and appointed Council Member Liaisons evaluate all applications individually. Town Staff reviews all applicable financials of the non-profit organizations and verifies the organization is in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's Fiscal Year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The WaterTower Theatre (WTT) submitted an application to the Town requesting $400,000 for Fiscal Year 2021. During the Council Budget Work Session on August 5, 2020, Council discussed grant funding allocations for multiple non-profits included in the Fiscal Year 2021 budget. During the discussion about the WTT, Council directed staff to grant the WTT $326,589 ($226,589 and $100,000 in matching funds). This grant funding agreement allocates $226,589 and an additional $100,000 in matching funds at the sole discretion and determination of the Town if the Organization can demonstrate to the satisfaction of the Town that it has accumulated additional funding from sources outside of the Town for $100,000 within the Terms of the Agreement. Additionally, the Town agrees to the following in-kind amounts: $16,400 in office rent and $32,011 in production rent. Creating a net value of a $375,000 grant. The Town has reviewed and evaluated the application and determined that the non-profit organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The WaterTower Theatre grant funding agreement is included as Exhibit A within the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution-Grant Funding Agreement FY2021- WaterTower Theatre

---

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND WATERTOWER THEATRE TO PROVIDE $226,589.00 IN GRANT FUNDING WITH PERFORMANCE MEASURES, $48,411.00 AS AN IN-KIND DONATION FROM THE TOWN AND ADDITIONAL FUNDING NOT TO EXCEED $100,000.00 IN MATCHING FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, WaterTower Theatre submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and WaterTower Theatre desire to enter into this Agreement to set forth the terms and conditions regarding WaterTower Theatre's use of the public funds.

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

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

SECTION 2. The Grant Funding Agreement between the Town and WaterTower Theatre to provide $226,589.00 in grant funding with performance measures, $48,411.00 as an in-kind donation from the Town and additional funding not to exceed $100,000.00 in matching funds, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS	§	
	§	**AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS	§	

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2020 by and between the Town of Addison, Texas (the "City") and WaterTower Theatre (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2020, through the 30th day of September, 2021, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability

pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Three Main Stage Socially Distanced Workshops, each culminating in a performance in Fall of 2020 (Video on Demand viewing only for each);

(b) Main Stage Season of 3 shows (14 performances in person using the State of Texas guidelines for social distancing and Video on Demand viewing options);

(c) Continuing education and vocational training for emerging artists and designers (beginning Spring of 2021);

(d) Summer Internship (Summer 2021); and

(e) Summer Academy for young professionals ages 5-18, three (3) weeks in the Main Stage, Studio, and WTT Board Room, totaling five (5) in person presentations using State of Texas social distancing guidelines.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2021
April 30, 2021
July 30, 2021
October 30, 2021

III. FUNDING

The City shall pay to the Organization the sum of no more than Two Hundred Twenty Six Thousand Five Hundred Eighty Nine and No/100 Dollars ($226,589.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2021. However, the Organization may send a written request to the City Manager's Office of the City for an advance of the second fifty percent (50%) distribution prior to May 30, 2021. Granting such an advance of Funding is under the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City.

The City agrees to make an in-kind donation to the Organization in an amount not to exceed Forty-Eight Thousand Four Hundred Eleven and No/100 Dollars ($48,411.00). Sixteen Thousand Four Hundred and No/100 Dollars ($16,400.00) of which shall be designated for Office Rent and

Thirty-Two Thousand Eleven and NO/00 Dollars ($32,011.00) of which shall be designated for Production Rent.

Notwithstanding anything provided in this Section and in accord with the description of "Matching Funds" and the process for distribution of Matching Funds, attached hereto as **Exhibit "A"** and incorporated herein by reference, the parties agree that the Organization is eligible for an additional **One Hundred Thousand and No/100 Dollars ($100,000.00)** at the sole discretion and determination of the City if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional Program funding from sources outside of the City in the amount of **One Hundred Thousand and No/100 Dollars ($100,000.00)** within the Term of this Agreement ("Matching Funds").

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR

CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. 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 ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAMS HEREIN, AS DETERMINED BY THE CITY, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of required returns, all obligations of the Organization under this Agreement shall be discharged (except as otherwise provided herein (e.g., obligations surviving termination of this Agreement. After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City

officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide the City with a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state or federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or 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. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to

provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Mr. Shane Peterman
WaterTower Theatre
15650 Addison Road
Addison, Texas 75001

Email Address for Financial Reports:
aboatright@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this

Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**WATERTOWER THEATRE**
By:_____	By:_____
Wesley S. Pierson, City Manager	Mr. Shane Peterman, Producing Artistic Director
Date:_____	Date: 10 · 2 · 2020

EXHIBIT "A"

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS
FOR DISTRIBUTION OF MATCHING FUNDS
FOR WATERTOWER THEATRE
INCORPORATED FROM HOTEL/MOTEL
TAX FUNDS

For each One Dollar of Theatre Funds (as defined herein) actually received by WaterTower Theatre ("WTT"), the City shall pay to WTT an equal amount ("Matching Funds") up to but not exceeding One Hundred Thousand and No/100 Dollars ($100,000). In order to receive Matching Funds, WTT shall provide to the City such proof of its receipt of Theatre Funds as the City shall reasonably require. **Beginning January 1, 2021, WTT may make application on or before the 15th day of each month for distribution of Matching Funds and the City shall pay such matching funds provided the City has received adequate proof, in the City's sole opinion, of the actual receipt of Theatre Funds by WTT as set forth in each application. Disbursements are made in a minimum of $5,000 increments.**

For the purposes of this Agreement, the term "Theatre Funds" shall mean and include: (i) cash funds actually received by WTT during the term hereof from any gifts, grants, donations, or other cash contributions from any person or business entity (whether for-profit or non-profit), and (ii) that amount of funds determined by multiplying (a) the number of 2020-2021 WTT season tickets sold by WTT between January 1, 2020 and November 15, 2020, times (b) the average cost of a single season subscription, times (c) 25%. For purposes of this Agreement, the average cost of a single season subscription shall be $132.00.

Council Meeting **14.**

Meeting Date: 10/13/2020

Department: Economic Development

Pillars: Entrepreneurship & Business Hub

Milestones: Economic development focus on attracting and retaining entrepreneurship and targeted industry sectors

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AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Contract with The World Affairs Council of Dallas/Fort Worth for Consulting Services and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed $60,000.

BACKGROUND:

Over the last few years, the Town of Addison has maintained a formal agreement with the World Affairs Council (WAC) of Dallas/Fort Worth. In the initial years, WAC provided support to the Town to enhance its efforts with World Fest. In Fiscal Year (FY) 2015, the focus of WAC's efforts evolved to provide support in enhancing the Town's international business development efforts.

The management of the agreement falls under the purview of the Economic Development and Tourism Department. A request is being made for approval of the FY 2021 agreement with WAC for an amount not to exceed $60,000. The agreement includes an amount of $50,000 to cover deliverables highlighted in the agreement, plus an annual amount of $10,000 to be utilized for marketing and venue costs for events hosted in Addison.

The World Affairs Council successfully completed the deliverables in the FY 2020 agreement and provided quarterly reports to staff. The reports were shared with Mayor Joe Chow, Mayor Pro Tempore Lori Ward, and Council Member Ivan Hughes who serve as the Council Liaisons to the World Affairs Council.

The scope of services in the FY 2021 Agreement are almost the same as in the FY 2020 Agreement with slight adjustments made for virtual events to promote social distancing in light of the current pandemic. Successful completion of the scope of services makes the group eligible for quarterly payments from the Town of Addison. The scope of services include:

1. International Promotion and Business Development:
   - Assist Addison in strengthening its International Business Focus.
   - Work with Addison to maintain and strengthen its relationship with former

Spotlight countries and forge new relationships with targeted countries.
- Assist Addison to develop a strategy on marketing its airport to international business.
- Plan, organize, execute and co-host two (2) forums/luncheons in Addison or virtual high-profile events with Addison as a major sponsor focused on a relevant international business topic.

2. Entrepreneur Development:
   - Recommend the Addison TreeHouse as a regional entrepreneur resource center to international entrepreneurs/groups interested in the North Texas Start-up Community.
   - Work with Town staff to include their business resources and city council members in "virtual" visits of delegates from the International Visitor Leadership Program sponsored by the State Department. The goal is to showcase Addison's international image and outreach.

3. Provide Town of Addison with opportunities to participate in international events:
   - Make recommendations on events that would be appropriate for Addison City Council to attend including virtual events.
   - Provide passes to Town of Addison to such events.
   - Recognize City Council present at events from podium where appropriate.

4. Feature the Town of Addison as a Strategic Partner:
   - Recognize Addison as a partner on World Affairs Council website.
   - Recognize Addison as a partner in designated events hosted by World Affairs Council

5. Consulting Services:
   - Provide consulting services on how to respond to issues having an international focus.

- Provide cultural consulting awareness services on how to appropriately address dignitaries from particular countries.
- Explore the opportunity to plan a new authentic German program element for the Town's annual Oktoberfest event in collaboration with the German Consulate in Texas.

The total annual funding amount was approved in the FY 2021 Budget as part of the Economic Development & Tourism Department annual budget paid out of the Hotel Fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Funding Agreement with World Affairs Council

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR FUNDING BETWEEN THE TOWN OF ADDISON AND WORLD AFFAIRS COUNCIL OF DALLAS/FORT WORTH IN AN AMOUNT NOT TO EXCEED $60,000.00, INCLUDING A MAXIMUM ALLOWANCE OF $10,000.00 FOR MARKETING AND PROMOTIONAL COSTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the World Affairs Council of Dallas/Fort Worth (the "World Affairs Council") submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and World Affairs Council desire to enter into this Agreement to set forth the terms and conditions regarding the World Affairs Council's use of the public funds.

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

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

SECTION 2. The Agreement for Funding between the Town of Addison and World Affairs Council of Dallas/Fort Worth in an amount not to exceed $60,000.00, including a maximum allowance of $10,000.00 for marketing and promotional costs, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020***.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
§ **AGREEMENT FOR FUNDING**
COUNTY OF DALLAS §

This Agreement for Funding ("Agreement") is entered into by and between the Town of Addison, Texas (the "City" or "Addison") and World Affairs Council of Dallas / Fort Worth ("World Affairs Council") (the City and World Affairs Council are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. The City desires to expand its cultural and international trade efforts through its Economic Development & Tourism and Special Events Departments. Among other things, these efforts provide an opportunity to attract tourists and businesses to the City and educate the public on the many cultures that make up the North Texas region.

2. World Affairs Council is a non-profit corporation established under the laws of the State of Texas with a mission to promote international awareness, understanding and connections through its multifaceted programs. The Council works to enhance the region's global stature and to prepare North Texans to thrive in our complex world.

3. Addison desires to retain the services of World Affairs Council, and World Affairs Council desires to provide its services to Addison, to enhance the City's international focus, as set forth herein.

NOW, THEREFORE, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and World Affairs Council do contract and agree as follows:

1. Term. This Agreement shall be effective on October 1, 2020 (the "Effective Date"), and shall remain in effect through September 30, 2021 (the "Expiration Date"), subject, however, to the termination provisions of this Agreement.

2. Services. In connection with this Agreement, World Affairs Council will provide to the City the following non-exclusive services ("Services"):

A. International Promotion and Business Development:
   i. Assist Addison in strengthening its International Business Focus.
   ii. Work with Addison to maintain and strengthen its relationship with former Spotlight countries and forge new relationships with targeted countries.
   iii. Assist Addison to develop a strategy on marketing its airport to international business.
   iv. Plan, organize, execute and co-host two (2) forums/luncheons in Addison or virtual high-profile events with Addison as a major sponsor focused on a relevant international business topic.

B. Entrepreneur Development:
   i. Recommend the Addison TreeHouse as a regional entrepreneur resource center to international entrepreneurs/groups interested in the North Texas Start-up Community.
   ii. Work with Town staff to include their business resources and city council members in "virtual" visits of delegates from the International Visitor Leadership Program sponsored by the State Department. The goal is to showcase Addison's international image and outreach.

C. Provide Town of Addison with opportunities to participate in international events:
   i. Make recommendations on events that would be appropriate for Addison City Council to attend including virtual events.
   ii. Provide passes to Town of Addison to such events.
   iii. Recognize City Council present at events from podium where appropriate.

D. Feature the Town of Addison as a Strategic Partner:
   i. Recognize Addison as a partner on World Affairs Council website.
   ii. Recognize Addison as a partner in designated events hosted by World Affairs Council

E. Consulting Services:
   i. Provide consulting services on how to respond to issues having an international focus.
   ii. Provide cultural consulting awareness services on how to appropriately address dignitaries from particular countries.
   iii. Explore the opportunity to plan a new authentic German program element for the Town's annual Oktoberfest event in collaboration with the German Consulate in Texas.

A table reflecting and including these Services is attached to this Agreement as Exhibit A and incorporated herein and made a part hereof.

Performance Reports – World Affairs Council shall provide to the City following or at the end of the first, second, third, and fourth of the City's fiscal year (2021) quarters (or portion thereof, as applicable) while this Agreement is in effect, a report ("Performance Report") regarding the work and activities of World Affairs Council for the calendar year quarter immediately prior to the date the report is provided, including, without limitation, (i) all marketing activities of World Affairs Council, (ii) a report on expenses and the payment thereof (e.g., payments to performers, other third parties, and proof of such payment), (iii) a report regarding the activities of World Affairs Council as to all other of the above and foregoing Services. The Performance Report for the (a) first year quarter shall be provided by December 31, 2020, (b) second quarter shall be provided by March 31, 2021, (c) third fiscal year quarter shall be provided by June 30, 2021, and (d) fourth fiscal quarter shall be provided by September 30, 2021. Each such report shall be in form and content satisfactory to the City, and World Affairs Council shall provide supporting information for its report, including any supporting information as the City may reasonably request. Upon the expiration or earlier termination of this Agreement, World

Affairs Council shall provide such report to the City not later than the 25th day following the Expiration Date or the date of termination, as applicable, and the obligation to provide such report shall survive the expiration or earlier termination of this Agreement.

In connection with the Services, World Affairs Council warrants and represents to the City that:

1) World Affairs Council has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services with a high degree of quality and responsiveness;

2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards;

3) The Services shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes and regulations;

4) World Affairs Council: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; and, (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of World Affairs Council; and

5) The execution and delivery of this Agreement by World Affairs Council does not: (i) conflict with, or result in any violation or breach of, any provision of the World Affairs Council's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which World Affairs Council is a party; or (iii) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to World Affairs Council.

All Services shall be provided by World Affairs Council in cooperation and coordination with the City Staff, and in particular with the Addison Director of Economic Development & Tourism (the "Director"). Any and all promotional or other materials regarding the Scope of Services which are to be prepared, given or delivered by World Affairs Council shall be first presented to the Director for the Director's review and approval prior to the public dissemination of any such materials. Standardized language agreed upon by both parties prior to any public dissemination thereof may, after such agreement, be disseminated in World Affairs Council materials without prior review of those materials. Prior to solicitation of any activities and other vendors, World Affairs Council shall use its reasonable efforts to first obtain the pre-approval of the Director regarding such solicitation; however, the parties hereto recognize that World Affairs Council may not be able in all instances to obtain the pre-approval of the Director prior to

a solicitation, and in such event World Affairs shall nevertheless, in conducting any solicitation, abide by and comply with such communication standards as the Director shall establish. The Services shall be provided by World Affairs Council in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, World Affairs Council understands and recognizes that the events under this agreement are not for religious or political purposes (and are not events that promote or suggest any religious or political agenda), and World Affairs Council will perform its Services hereunder in accordance therewith.

3. **Compensation.** For the Services provided by World Affairs Council in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay World Affairs Council a fee as follows:

The City will pay World Affairs Council Fifty Thousand and No/100 Dollars ($50,000.00), to be paid in four installments as follows: (1) The first installment ("first Installment") of $12,500.00 shall be paid by January 15, 2021, (2) the second installment ("second installment") of $12,500.00 shall be paid by April 15, 2021, (3) the third installment (the "third installment") of $12,500.00 shall be paid by July 15, 2021, and (4) the fourth and final installment (the "fourth installment") of $12,500 shall be paid by October 15, 2021 upon (i) the completion of the Scope of Services (that is, upon completion of all of the Services), and (ii) the satisfactory performance as reasonably determined by the City of all of the Services by World Affairs Council, including, without limitation, the timely receipt by the City of the September (for the last quarter of 2021) Performance Report and all performance reports to be provided prior thereto, in form and content reasonably acceptable to the City (upon the satisfaction of the said (i) and (ii), payment of the third installment shall be by no later than September 31, 2021).

The City will also provide the World Affairs Council a maximum allowance of Ten Thousand Dollars ($10,000) for marketing and promotional collateral material and event space costs associated for events hosted solely in Addison. This amount is to be paid as a reimbursement to the World Affairs Council upon the receipt of an invoice with demonstrated proof that such expenses were incurred by the World Affairs Council for events hosted solely in Addison.

4. **Termination.**

A. *Without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

B. *With cause.*

(i) If (a) World Affairs Council fails to perform any of World Affairs Council's duties or responsibilities as reasonably determined by the City, or (b) if World Affairs Council fails to fulfill in a timely and professional manner World Affairs Council's obligations under this Agreement, or (c) if World Affairs Council shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a "Failure"), or (d) if World Affairs Council, World Affairs Council's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined reasonably but solely by the City, then the City shall have the right to terminate this Agreement effective immediately upon the City giving notice thereof, either oral or in writing, to World Affairs Council.

(ii) Notwithstanding the foregoing subparagraph B(i), with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by World Affairs Council for a reasonable period of time (as determined by the City and communicated to World Affairs Council) after notice thereof (which notice shall specifically identify the Failure) from the City is received by World Affairs Council.

(iii) If the City's termination of this Agreement for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning World Affairs Council's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to World Affairs Council under Section 3 above through the quarter in which the termination for cause is attempted.

C. If this Agreement is terminated in December 2020, World Affairs Council shall promptly reimburse the amount of the first installment to the City. If this Agreement is terminated: (i) in January, 2021, World Affairs Council shall promptly reimburse to the City the sum of $ 6,250.00; (ii) in February 2021, World Affairs Council shall promptly reimburse to the City the sum of $ 3,125.00. If this Agreement is terminated in March, 2021, World Affairs Council shall promptly reimburse the amount of the second installment to the City. If this Agreement is terminated: (i) in April, 2021, World Affairs Council shall promptly reimburse to the City the sum of $ 6,250.00; (ii) in May, 2021, World Affairs Council shall promptly reimburse to the City the sum of $3,125.00. If this Agreement is terminated in June, 2021, World Affairs Council shall promptly reimburse the amount of the third installment to the City. If this Agreement is terminated: (1) in July, 2021, World Affairs Council shall promptly reimburse to the City the sum of $6,250.00; (ii) August, 2021, World Affairs Council shall promptly reimburse to the City the Sum of $3,125. If this Agreement is terminated in September, 2021, World Affairs Council shall promptly reimburse the amount of the fourth installment to the City. Following such termination, World Affairs Council shall be entitled to no further payment or compensation hereunder, and all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of

the City and World Affairs Council shall promptly deliver such items to the City. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

5. **Relationship of Parties.** World Affairs Council 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 World Affairs Council performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by World Affairs Council shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services.

6. **Insurance.** At all times in connection with this Agreement, World Affairs Council shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

a.	Commercial General Liability:	$1,000,000.00
b.	General Aggregate	$1,000,000.00
c.	Product/Completed Operations Aggregate	$1,000,000.00
d.	Personal & Adv. Injury	$1,000,000.00
e.	Per Occurrence	$1,000,000.00
f.	Medical Coverage	$5,000.00 (any one person)
g.	Liquor Liability Endorsement	$1,000,000.00 (if selling beer and/or wine)
h.	Fire Liability (any one fire)	$ 50,000.00
i.	Statutory Limits of Workers Compensation Insurance	

All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name the Town of Addison as an additional insured and contain a waiver of the subrogation endorsement in favor of the Town of Addison, (iii) endorsed to read as primary coverage regardless of the application of other insurance, (iv) contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, and (v) include coverage for the period of time including the Festival days as well as set-up days (usually one day before and one day after the event). Certified copies of all such policies shall be delivered to Addison upon the execution of this Agreement, but in any event no later than two weeks prior to the event; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance (listing each insurance coverage described and required herein) together with the declaration page of such policies, along with a copy of the endorsements necessary to meet the requirements and instructions contained herein, including, without limitation, the endorsement naming the Town of Addison as an additional insured, and shall specifically set forth the notice of cancellation and termination provisions to the Town of Addison. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to the Town of Addison. Coverage for Products/ Completed Operations must be maintained at

least two (2) years after this Agreement is terminated in its entirety, including any renewal thereof or extensions thereto.

7. **Records.** World Affairs Council 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 City upon request. World Affairs Council shall assure the confidentiality of any records that are required by law to be so maintained. World Affairs Council shall prepare and forward such additional or supplementary records as City may reasonably request.

8. **Notice.** For purposes of this Agreement, if written notice or other communication is given, such notice or other communication shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:	To World Affairs Council:
Town of Addison, Texas	World Affairs Council
5300 Belt Line Road	325 N. St. Paul Street, Suite 4200
Dallas, Texas 75254-7606	Dallas, Texas 75201
Attn: Wesley S. Pierson	Attn: Jim Falk

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9. **Reports Confidential.** No reports, information (either in writing or oral), documents, or other materials given to or prepared by World Affairs Council under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual or organization by World Affairs Council without the prior written approval of the City.

10. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

11. **Ownership of Reports.** The reports, documents and materials prepared by World Affairs Council under or pursuant to this Agreement shall be the sole property of the City.

12. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of World Affairs Council, World Affairs Council 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 *ab initio*.

13. **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 for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by either party of its rights at any time to exercise any such right, power or option or 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.

14. **Applicable Law; Venue.** In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

15. **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.

16. **Force Majeure.** In the event either the City or World Affairs Council shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

17. **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.

18. **Incorporation of Recitals.** The above and foregoing Recitals to this Contract are true and correct and are incorporated herein and made a part hereof for all purposes.

19. **Construction of Certain Terms.** Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. 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.

20. **Severability.** The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the original provision as possible.

21. **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

SIGNED by each of the respective parties on the date set forth below.

TOWN OF ADDISON, TEXAS	**WORLD AFFAIRS COUNCIL OF DALLAS FORT WORTH**
By:_____	By:_____
Wesley S. Pierson, City Manager	James N. Falk, President and CEO
Date:_____	Date: September 24, 2020

EXHIBIT A

World Affairs Council/Town of Addison
2020-21 Scope of Services
Level of Funding: $50,000

1. ***International Business Development ($20,000):***

A. Assist Addison in strengthening its International Business Focus.

B. Work with Addison to maintain and strengthen its relationship with former Spotlight countries and forge new relationships with targeted countries.

C. Assist Addison to develop strategy on marketing its airport to international businesses.

D. Plan, organize, execute and co-host at least two (2) forums/luncheons in Addison or virtual high profile events with Addison as a major sponsor focused on a relevant international business topic.

Item	Date	Accomplishment/Milestone

2. ***Entrepreneur Development:***

A. Recommend the Addison TreeHouse as a regional entrepreneur resource center to international entrepreneurs/groups interested in the North Texas Start-up Community.

B. Work with Town staff to include their business resources and city council members in "virtual" visits of delegates from the International Visitor Leadership Program sponsored by the State Department. The goal is to showcase Addison's international image and outreach.

Item	Date	Accomplishment/Milestone

3. ***Provide Town of Addison with opportunities to participate in international events ($10,000):***

A. Make recommendations on events that may be appropriate for Addison City Council to attend including virtual events.

B. Provide passes to Town of Addison to such events.

C. Recognize City Council present at events from podium when appropriate.

Item	Date	Accomplishment/Milestone

4. Feature the Town of Addison as a Strategic Partner ($15,000):

A. Recognize Addison as a partner in World Affairs Council website.

B. Recognize Addison as a partner in designated events hosted by World Affairs Council.

Item	Date	Accomplishment/Milestone

5. Consulting Services ($5,000):

A. Provide consulting services on how to respond to issues having an international focus.

B. Provide cultural consulting awareness services on how to appropriately address dignitaries from particular countries.

C. Explore the opportunity to plan a new authentic German program element for the Town's annual Oktoberfest event in collaboration with the German Consulate in Texas.

Item	Date	Accomplishment/Milestone

Council Meeting **15.**

Meeting Date: 10/13/2020

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

Milestones: Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

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AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Joint Funding Agreement With VPDEV2, LLC (a.k.a UDR) for Funding Related to the Design and Construction of the Alpha Road Connector Project / Bella Lane Extension and Authorize the City Manager to Execute the Agreement.**

BACKGROUND:

At the September 22, 2020 meeting, Council approved an Interlocal Agreement between the Town, City of Farmers Branch and Dallas County Community College District (DCCCD) to facilitate the construction of the Bella Lane extension from the Vitruvian development through Brookhaven College in Farmers Branch to Alpha Road as required by Phase IV of the Amended and Restated Master Facilities Agreement between the Town and UDR, Inc.

This Joint Funding Agreement outlines the financial commitment between the Town and VPDEV2, LLC a.k.a UDR (the developer of Vitruvian Park).

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Alpha Road/Bella Lane Connector Joint Funding Agreement

---

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND VPDEV2, LLC FOR FUNDING FOR THE DESIGN AND CONSTRUCTION OF THE ALPHA ROAD CONNECTOR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 22, 2020 by Resolution No. R20-073, the Town of Addison, Texas approved an Interlocal Agreement with the City of Farmers Branch, Texas and the Dallas County Community College District n/k/a Dallas College in the construction of the Alpha Road Connector and a Detention Pond and their future maintenance, operation and public safety oversight; and

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

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

SECTION 2. The Joint Funding Agreement between the Town of Addison and VPDEV 2, LLC for funding for the design and construction of the Alpha Road Connector Project, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Brenda N. McDonald, City Attorney

JOINT FUNDING AGREEMENT
Bella Lane Extension

This Joint Funding Agreement ("Agreement") is made and entered into as of _____, 2020 (the "Effective Date") by and among the Town of Addison, Texas ("Town") and VPDEV 2 LLC, a Delaware limited liability company, developer of the Vitruvian Park™ community ("VPDEV"). The Town and VPDEV are sometimes referred in this Agreement together as the "Parties" and individually as a "Party."

Recitals

1. The Town has, or will, enter into an Interlocal Cooperation Agreement for Alpha Road Connector Project (the "Alpha Road Agreement") with the City of Farmers Branch ("Farmers Branch") and the Dallas County Community College District ("DCCCD") to establish the funding, procedures, ownership and operation of the construction of an extension of Bella Lane from the Vitruvian Park™ development, through Brookhaven Community College, to Alpha Road in Farmers Branch, including construction of a detention pond (the "Project").

2. In the Alpha Road Agreement, Addison, with VPDEV's contribution, has committed to the design and construction of the Project.

3. The Project is important to the success of Vitruvian Park and VPDEV has made commitments as set forth in this Agreement to participate with Addison to fund the Project costs.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

Section 1. The total financial commitment of both Parties to fund the Alpha Road Project is approximately $3.6 million to be funded equally between the Parties. VPDEV will pay to Addison, its share of the Project cost within 30 days of written request of Addison following the award of a contract for design, construction, or other support service necessary for the Project. Within ten (10) days following the end of each calendar quarter, Addison will deliver VPDEV a written report setting forth all bills paid in the previous quarter in connection with the Project. In addition, within sixty (60) days of the start of Project construction VPDEV will pay Cambridge Crossing Association $75,000.00 as previously agreed upon in the letter attached as **Exhibit A**.

Section 2. VPDEV will dedicate to Town the right-of-way for the extension of Alpha Road necessary for the Project to the extent within VPDEV's property as generally shown in **Exhibit B** ("Land Dedication") and to be finalized and approved by the parties, in their reasonable discretion during the design of the Project. No consideration shall be payable by Town for such dedication. VPDEV will convey the Land Dedication to the Town by quit claim deed following completion of the design and within 15 days of the request by the Town.

Section 3. Addison has included language in Section 3.D.(2) of the Alpha Road Agreement to make it as clear as possible that VPDEV will have no future obligation for stormwater and drainage that flows from Vitruvian Park into Farmers Branch, which language

provides that the construction of the detention pond will "fully and completely satisfy any past, present, and future obligations for Addison's and VPDEV's drainage impact on the Farmers Branch drainage area relating to the development of Vitruvian Park[™]." Addison's design and construction of the Detention Pond as provided in the Alpha Road Agreement is intended to fully and completely satisfy any past, present and future obligations for Addison's and VPDEV's drainage impact on the Farmers Branch drainage area relating to development of Vitruvian Park for the design parameters based on the maximum development of Vitruvian Park as set forth in Ordinance O16-17 as approved by the Addison City Council on May 24, 2016. The Parties agree and acknowledge that VPDEV will follow applicable design guidelines pertinent to the Planned Development District approved by Ordinance No. 007-034 and with all other applicable ordinances, standards, rules and regulations of the City (and as the same may be hereafter amended or superseded).

Section 4. VPDEV shall have no maintenance responsibilities for the Bella Lane extension, and Addison and Farmers Branch shall be responsible for such maintenance.

Section 5. VPDEV shall have no maintenance responsibility for the detention pond to be constructed within Farmers Branch, such obligation belonging solely to Farmers Branch pursuant to the Alpha Road Agreement.

Section 6. Miscellaneous Provisions.

a. Authority to Execute. The undersigned specifically represent that they are authorized to execute this Agreement by the respective Parties and that the Parties have the rights and capacities to perform the acts and grant the rights contemplated by this Agreement.

b. Assignment. Any assignment of this Agreement must be approved in writing by both Parties.

c. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by telecopy, national overnight mail delivery service, or United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, in each case addressed as follows:

If to Addison:

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

With copy to:

Brenda N. McDonald
Messer Fort & McDonald
6371 Preston Road
Suite 200
Frisco, Texas 75034

If to VPDEV 2 LLC:

Robert McCullough
Senior Vice President
UDR, Inc.
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO, 80129
(720) 857-250-0674
rmccullough@udr.com

With copy to:

Kenneth A. Balcerzak
Vice President – Legal Operations and Corporate Counsel
UDR, Inc.
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO, 80129
(720) 922-6033
kbalcerzak@udr.com

d. Mutual Drafting. The Parties acknowledge this Agreement correctly sets forth each Party's understanding of the provisions, agreements, and obligations contained herein and that it shall be deemed drafted equally by all Parties such that any presumption of principle that the language herein is to be construed against any Party shall not apply.

e. Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of all Parties.

f. Waiver of Breach. A Party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A Party's waiver of the other Party's breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

g. Deadlines and Other Dates. All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. If the final date of any period provided herein

for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next day that is not a Saturday, Sunday, or holiday.

h. Headings. Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

i. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) regarding the subject matter of this Agreement. Each Party has relied on its own judgment in entering into this Agreement.

j. Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action between any of the Parties or among all of the Parties arising out of or related to this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

k. Amendment. This Agreement may be amended only by the mutual written agreement of the Parties.

l. Time of Essence. Time is of the essence of this Agreement.

m. Recitals. The recitals to this Agreement are incorporated herein.

n. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument. Signatures delivered by facsimile, including PDF, constitute originals.

TWO SIGNATURE PAGES FOLLOW

SIGNED AND AGREED this _____ day of _____, 2020.

TOWN OF ADDISON

By: _____
Wesley S. Pierson, City Manager

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Brenda N. McDonald, City Attorney

SIGNED AND AGREED this _____ day of _____, 2020.

VPDEV 2 LLC
a Delaware limited liability company

By: DCO Realty, Inc.
a Delaware corporation
Its Managing Member

By: _____

Name Printed: Harry G. Alcock

Title: Authorized Agent

EXHIBIT A



Opening doors to the future℠

January 16, 2015

Mr. Andy Gillies
Director of Planning
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

Dear Mr. Gillies,

Pursuant to an agreement (the "Master Facilities Agreement") between the Town of Addison ("Addison") and UDR, Inc. and certain of its affiliated entities (collectively, "UDR"), Addison has agreed to fund the costs of certain public improvements related to the development of the Vitruvian Park project. One phase of the Vitruvian Park project is the proposed Bella Lane extension connecting Bella Lane to Alpha Road and Brookhaven College (the "Bella Lane Project"). The location of the Bella Lane Project is within the City of Farmers Branch, Texas ("Farmers Branch") and, as a condition to Farmers Branch's approval of the Bella Lane Project, Farmers Branch requested this letter confirming UDR's and Addison's agreement to fund the Project.

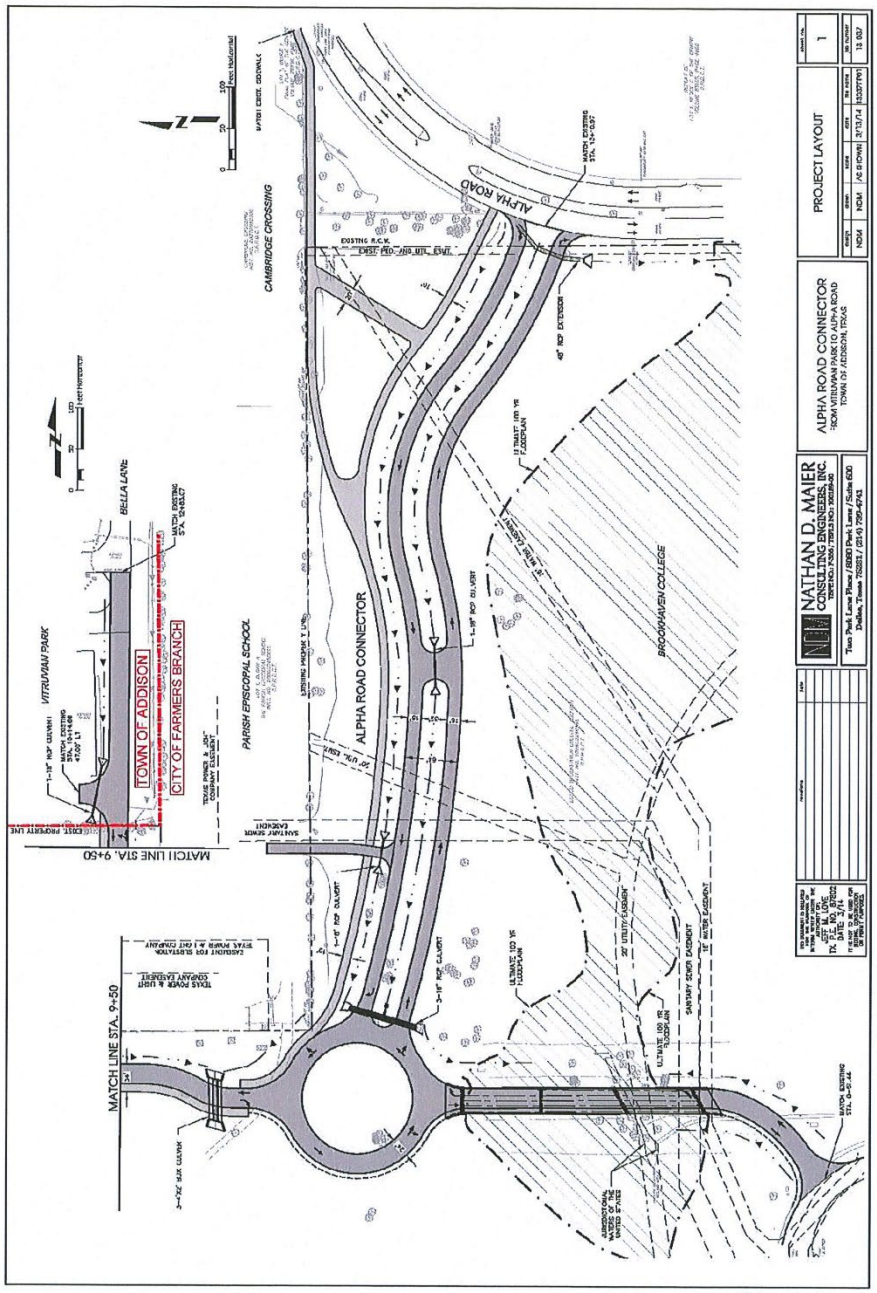
This letter confirms that under the Master Facilities Agreement, Addison has agreed to fund the Bella Lane Project up to $1,775,577 (the "Projected Amount"). In the event the total costs and expenses needed to complete the Bella Lane Project exceed the Projected Amount, UDR and Addison may agree to reallocate funds from other phases of the Vitruvian Park project to pay such additional costs and expenses; provided, however, that UDR will be responsible for the payment of any costs or expenses in the event such costs or expenses exceed Addison's funding commitment.

Further, in exchange for Farmers Branch's approval of the Bella Lane Project, UDR has agreed to pay $75,000 (the "Association Payment") to the Cambridge Crossing Home Owners Association to be used at the discretion of its Board of Directors. The Association Payment will be made within sixty (60) days after construction of the Bella Lane Project has commenced. In the event that the Bella Lane Project is not approved by Farmers Branch or construction does not commence, UDR shall have no obligation to pay the Association Payment.

Sincerely,

Warren L. Troupe
Senior Executive Vice President

EXHIBIT B


ALPHA ROAD CONNECTOR
CAMBRIDGE CROSSING
PARISH EPISCOPAL SCHOOL
BROOKHAVEN COLLEGE
VITRUVIAN PARK
BELLA LANE
TOWN OF ADDISON
CITY OF FARMERS BRANCH
MATCH LINE STA. 9+50
MATCH LINE STA. 9+50
NATHAN D. MAIER CONSULTING ENGINEERS, INC.
ALPHA ROAD CONNECTOR
PROJECT LAYOUT

Council Meeting **16.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

Milestones: Continue development and implementation of Long Term Financial Plan

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AGENDA CAPTION:

Consider Action to Approve **the Third Quarter Update from the Finance Committee to the City Council for the Period from April 2020 to June 2020.**

BACKGROUND:

The Council Finance Committee (Committee) serves in an advisory capacity to the City Council. The Committee includes: Council Members Tom Braun, Ivan Hughes, and Marlin Willesen. The Committee reviews and makes recommendations to the City Council regarding the following matters:

- Quarterly Financial Reports;
- Comprehensive Annual Financial Report (CAFR);
- Long-term debt capacity of the Town;
- Engagement of independent accounting firms to audit the financial statements; and
- Review the adequacy and implementation of an internal audit function.

The Committee meets monthly and is required to provide quarterly reports to the Council. The attached report cover topics discussed at the Committee Meetings for the third quarter of Fiscal Year 2020 from April through June 2020.

RECOMMENDATION:

Administration recommends approval.

Attachments

Finance Committee Quarterly Report: April - June 2020

Finance Committee Report

April – June 2020

The Finance Committee shall serve solely in an advisory capacity to the City Council. Among other matters that may be requested from time to time by the Council, the Finance Committee may review and make recommendations to the City Council regarding the following matters:

- quarterly financial reports,
- comprehensive financial annual report (CAFR),
- long term debt capacity of the Town,
- engagement of independent accounting firms to audit the financial statements,
- review the adequacy and implementation of any internal audit function.

Finance Committee members as of June 2020:

- Tom Braun, Council Member
- Ivan Hughes, Council Member
- Marlin Willesen, Council Member

This document covers the topics discussed by the Committee from April to June 2020.

April 13, 2020

Topic	Discussion

Initial Projections of the Potential Financial Impacts to the Town of Addison Due to the Economic Disruptions Related to the COVID-19 Pandemic	Staff presented, and discussed with the Committee, initial projections related to the economic impact resulting from the COVID-19 Pandemic including the following:
	• Areas of Vulnerability
	• Historical Context
	• Assumptions for the Future
	• Affected Funds
	  ○ General Fund
	  ○ Airport Fund
	  ○ Hotel Fund
	  ○ Utility Fund
	• Fiscal Year 2020 Summary
	
	The projections were presented at the April 14th, 2020 Council meeting.

Review of Fiscal Year 2021 Budget Calendar	Staff discussed the proposed Fiscal Year 2021 Budget Calendar with comparison to the Fiscal Year 2020 Budget Calendar to highlight changes resulting from the State's adoption of Senate Bill 2, the Texas Property Tax Reform and Transparency Act of 2019.

Attendees: Tom Braun, Ivan Hughes, Marlin Willesen, Wes Pierson, John Crawford, Steven Glickman, Nathan Parras

Finance Committee Report

April – June 2020

May 11, 2020

Topic	Discussion
2nd Quarter Financial and Investment Report Review (ending March 31, 2020)	The Committee and Staff reviewed a draft of the Quarterly Financial and Investment Report. The report was presented at the May 26th, 2020 Council meeting.
Midyear Budget Amendment for Fiscal Year 2020	Staff presented, and discussed with the Committee, the Midyear Budget Amendment for Fiscal Year 2020 which included amendment to the following funds: • Hotel Fund • 2020 General Obligation Bond Fund • 2014 Utility Certificates of Obligation Fund • Self-Funded Projects Fund • Airport Fund • Infrastructure Investment Fund The presentation was given, and the ordinance authorizing the amendments was approved, at the May 12th, 2020 Council meeting.
Potential Bonds Sales and Refunding Opportunities	Staff presented, and discussed with the Committee, the potential taxable refunding opportunities of the 2012 General Obligation Bonds and 2013 Taxable General Obligation Bonds to create interest savings.

Attendees: Tom Braun, Ivan Hughes, Marlin Willesen, Wes Pierson, John Crawford, Steven Glickman

June 8, 2020

Topic	Discussion
Quarterly Finance Committee Report	Staff provided a draft of the Quarterly Finance Committee report the 2nd quarter of FY20 to the Committee. This report was placed on the consent agenda on the June 9th, 2020.
Proposed 2020 General Obligation Bonds and 2020 Taxable Refunding Bonds	Staff presented, and discussed with the Committee, the proposed 2020 General Obligation Bonds and 2020 General Obligation Taxable Refunding Bonds. The item was presented at the June 9th, 2020 Council meeting.
Senate Bill 2 Disaster Declaration Tax Calculation Options	Staff presented, and discussed with the Committee, options for calculating the property tax rate during times of a disaster declaration. The item was presented at the June 23rd, 2020 Council meeting.

Attendees: Tom Braun, Ivan Hughes, Marlin Willesen, Wes Pierson, John Crawford, Steven Glickman

Council Meeting **17.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

Milestones: Continue development and implementation of Long Term Financial Plan

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AGENDA CAPTION:

Consider Action to Approve **the Fourth Quarter Update from the Council Finance Committee to the City Council for the Period from July 2020 to September 2020.**

BACKGROUND:

The Council Finance Committee (Committee) serves in an advisory capacity to the City Council. The Committee includes: Council Members Tom Braun, Ivan Hughes, and Marlin Willesen. The Committee reviews and makes recommendations to the City Council regarding the following matters:

- Quarterly Financial Reports;
- Comprehensive Annual Financial Report (CAFR);
- Long-term debt capacity of the Town;
- Engagement of independent accounting firms to audit the financial statements; and
- Review the adequacy and implementation of an internal audit function.

The Committee meets monthly and is required to provide quarterly reports to the Council. The attached report cover topics discussed at the Committee Meetings for the Fourth quarter of Fiscal Year 2020 from July to September 2020.

RECOMMENDATION:

Administration recommends approval.

Attachments

Finance Committee Quarterly Report: July - September 2020

Finance Committee Report

July – September 2020

The Finance Committee shall serve solely in an advisory capacity to the City Council. Among other matters that may be requested from time to time by the Council, the Finance Committee may review and make recommendations to the City Council regarding the following matters:

- quarterly financial reports,
- comprehensive financial annual report (CAFR),
- long term debt capacity of the Town,
- engagement of independent accounting firms to audit the financial statements,
- review the adequacy and implementation of any internal audit function.

Finance Committee members as of September 2020:

- Tom Braun, Council Member
- Ivan Hughes, Council Member
- Marlin Willesen, Council Member

This document covers the topics discussed by the Committee from July to September 2020.

July 13, 2020

Topic	Discussion

Updated Projections of the Potential Financial Impacts to the Town of Addison Due to the Economic Disruptions Related to the COVID-19 Pandemic	Staff presented, and discussed with the Committee, updated projections related to the economic impact resulting from the COVID-19 Pandemic including the following:
	• Areas of Vulnerability
	• Historical Context
	• Assumptions for the Future
	• Affected Funds
	  ○ General Fund
	  ○ Airport Fund
	  ○ Hotel Fund
	  ○ Utility Fund
	• Fiscal Year 2020 Summary
	
	The projections were presented at the July 14th, 2020 Council meeting.

Attendees: Tom Braun, Ivan Hughes, Marlin Willesen, Wes Pierson, John Crawford, Steven Glickman

Finance Committee Report

July – September 2020

August 10, 2020

There was no meeting held the second Monday of August. It was canceled due to the two-day budget workshop being held the week prior.

August 28, 2020

Topic	Discussion
3rd Quarter Financial and Investment Report Review (ending June 30, 2020)	The Committee and Staff reviewed a draft of the Quarterly Financial and Investment Report. The report was presented at the September 8th, 2020 Council meeting.

Attendees: Tom Braun, Ivan Hughes, Marlin Willesen, Wes Pierson, John Crawford, Steven Glickman

Council Meeting **18.**

Meeting Date: 10/13/2020

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action to Approve an **Ordinance Changing the Zoning on Property Located at the Southwest Corner of Dallas Parkway and Excel Parkway, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 008-054, to a New PD District in Order to Allow a Senior Living Development and Future Office Development.** Case 1816-Z/Addison Senior Living.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting virtually in regular session on September 15, 2020, voted to recommend approval of an ordinance changing the zoning on a 11.607 acre property located at the southwest corner of Dallas Parkway and Excel Parkway, from PD, Planned Development, to a new PD district in order to allow a senior living development of an 11-story, 294,325 square-foot, 217 dwelling-unit senior living facility, with the possibility to expand to 248 units, a 70,806 square-foot structured parking garage, and future office development, without conditions.

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers, Wheeler
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING: none

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

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 1816-Z Addison Senior Living
Staff Report - 1816-Z Addison Senior Living

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO REZONE 11.607 ACRES OF PROPERTY LOCATED AT SOUTHWEST CORNER OF DALLAS PARKWAY AND EXCEL PARKWAY FROM PLANNED DEVELOPMENT DISTRICT 008-054, AS AMENDED BY ORDINANCE 008-054, TO PLANNED DEVELOPMENT DISTRICT _____ FOR AN 11-STORY SENIOR LIVING FACILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, at its regular meeting held on September 15, 2020 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development District (Case No.1816-Z); and

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

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

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

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

Section 2. Planned Development District _____ for an 11-story, senior living facility is hereby established for the 11.607 acres of land located at southwest corner of Dallas Parkway and Excel Parkway, and more specifically described in **Exhibit A**.

Section 3. Development within the Planned Development District shall be in accordance with the following requirements:

Sub-District A – Subdistrict A shall be improved in accordance with the site plan, landscape plans, and building elevations set forth in **Exhibit B**, and shall be subject to the following stipulations:

1. Permitted Uses by Right:

Residential uses are limited to continuing care retirement community, inclusive of independent living, assisted living, and memory care facility, for adults 55 and older.

Retail Uses are permitted only in connection with and as a part of a mixed use (with residential) development and are defined as:

Barber and beauty shop

Coffee shop, no seating on premises

Convenience store without the sale of alcohol for off-premise

consumption, except through a Special Use Permit

Donut and pastry shop, no seating on premises

Drug store, retail sales only

Florist, retail sales only

Health club and Spa, private and public

Optician and optical store

Mixed use (with residential) -- As defined under article XXX of the Zoning Ordinance.

Medical office – As defined under article XXX of the Zoning Ordinance.

2. Special Uses:

   Restaurant

   Sale of alcohol for on-premises consumption in conjunction with a restaurant

   Sale of beer and wine for off-premises consumption as part of a convenience store, but not including a store for which beer and wine sales constitute the primary source of revenue for the business

3. Accessory Uses:

   Community, social, hobby, physical and occupational therapy, beauty/barber salon, health and wellness facilities, health care clinic and associated exam rooms, personal services, business office space for local bank, travel agency or laundry facilities, for the exclusive use by occupants of a residential development for seniors within the property which are customary to such residential developments

   Recreation/open space and facilities

   Parking and parking structures

   Other uses customarily incidental and subordinate to permitted uses and any special uses

4. Building Height: Minimum of 11 stories, or 129 feet. No maximum height. All heights to be subject to FAA approval.

5. Building Setbacks: Minimum building setback for this sub-district is 10 feet along Addison Road, the new street between Dallas Parkway and Addison Road, and Excel Parkway (as shown on **Exhibit B)** exclusive of the motor court and loading/delivery areas. The minimum building setback from Dallas Parkway is 30 feet from back of curb. No minimum side yard or rear yard setback.

6. Lot Size and Coverage: No minimum lot area, width, or depth. Maximum lot coverage is 95%.

7. Dwelling Unit Size: Minimum residential dwelling unit size is as follows:

   Independent Living

   Studio -- 800 square feet

   One Bedroom -- 1,018 square feet

   Two Bedroom -- 1,150 square feet

   Assisted Living

   Studio -- 425 square feet

   One Bedroom -- 570 square feet

   Two Bedroom -- 800 square feet

   Memory Care

   Studio -- 300 square feet

8. Parking

   Residential Parking Requirements

   Independent Living --1 parking space per dwelling unit

   Assisted Living -- 0 .5 spaces per dwelling unit

   Memory Care -- 0.3 spaces space per dwelling unit.

   A minimum of 65% of the required parking spaces shall be provided within a parking garage and a maximum of 20% of the required parking spaces may be provided in a surface parking lot.

   Parking Requirements for Other Uses

   General retail -- (1/250) One space per each 250 square feet of gross floor area.

   Restaurant -- (1/100) One space per each 100 square feet of gross floor area.

Medical or dental clinics -- (1/200) One space per each 200 square feet of gross floor area.

Office -- (1/300) One space per each 300 square feet of gross floor area.

Health Club or Spa -- (1/100) One space per each 100 square feet of gross floor area.

Shared Parking – A parking study shall be required to demonstrate that parking can be shared between uses based on alternating time periods of use.

9. Open Space: The minimum park land dedication requirement is 20,907 square feet or .48 acres, or payment of a fee in lieu of dedication may be accepted by the city, based on a mutually acceptable price based on the market value of the land.

10. Streetscape Requirements:

    Addison Road – In accordance with the Master Transportation Plan.

    Excel Parkway -- In accordance with Commercial Collector with Urban Pedestrian standards contained within the Master Transportation Plan, except that no on-street parking shall be required.

    New Street along the Southern Edge of Sub-District A – In accordance with Commercial Collector with Urban Pedestrian standards contained within the Master Transportation Plan, with on-street parking provided on both sides.

    Dallas Parkway -- A minimum eight-foot wide sidewalk with parkway and landscape buffers with trees on either side.

11. Landscaping – Landscaping shall be provided in accordance with the requirements of the Urban Center district and the Town's landscape regulations.

Sub-District B

Development within Sub-District B shall be in accordance with **Exhibit B**, with a minimum building height of 6 stories, a minimum of 550,000 square feet of office space, and with 70% structured parking.

Section 4. When the lot identified as Subdistrict B on **Exhibit B** develops, an amendment to this ordinance shall be required to establish additional development standards.

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

Section 6. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm,

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 13th day of October 2020.

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Brenda N. McDonald, City Attorney

CASE NO:

1794-Z/Prestonwood Place

PUBLISHED ON:

_____

EXHIBIT A

BEING a tract of land out of the William Lomax Survey, Abstract No. 792, in the City of Addison, Dallas County, Texas, being all of Lot 1R, Block 1 of Replat of Hanover Park Addition, an addition to the Town of Addison according to the plat thereof recorded in Volume 98096, Page 120, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" set for the west corner of a corner clip at the intersection of the south right-of-way line of Excel Parkway (80' ROW) and the west right-of-way line of the Dallas North Tollway (variable width ROW);

THENCE with said corner clip, South 58°22'43" East, a distance of 16.87 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 2°54'38", a radius of 1600.00 feet, a chord bearing and distance of South 27°30'06" East, 81.27 feet;

THENCE with said west right-of-way line, the following courses and distances to wit:

In a southeasterly direction, with said curve to the left, an arc distance of 81.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner from which a 5/8" iron rod stamped GSES bears North 83°41' West 2.1 feet;

South 24°59'49" East, a distance of 100.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner from which a 5/8" iron rod stamped GSES bears North 84°44' West 2.0 feet for the beginning of a non-tangent curve to the left having a central angle of 07°07'03", a radius of 1610.00 feet, a chord bearing and distance of South 36°04'06" East, 199.87 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 200.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 50°22'23" East, a distance of 10.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 06°12'55", a radius of 1600.00 feet, a chord bearing and distance of South 42°44'05" East, 173.48 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 173.56 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 41°45'56" East, a distance of 100.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 48°29'23" East, a distance of 156.60 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner, being the easternmost corner of Lot 1R, Block 1, said Replat of Hanover Park Addition;

THENCE South 41°30'37" West, departing said west right-of-way along the southeast line of said Lot 1R, a distance of 312.95 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 82°55'20" West, a distance of 47.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 48°31'12" West, along the southerly line of said Lot 1R, a distance of 335.12 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 89°06'20" West, continuing along the southerly line of said Lot 1R, a distance of 476.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the east right-of-way line of Addison Road (variable width ROW);

THENCE North 0°51'53" West, with said east right-of-way line, a distance of 629.26 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner from which a 5/8" iron rod stamped GSES bears North 85°19' West 2.1 feet for the south corner of a corner clip at the intersection of the said east right-of-way line and the said south right-of-way line of Excel Parkway;

THENCE North 44°07'23" East, with said corner clip, a distance of 14.15 feet to a 5/8" iron rod with a plastic cap stamped "KHA" set for corner from which a 5/8" iron rod stamped GSES bears North 84°24' West 2.1 feet for corner in said south right-of-way line;

THENCE North 89°06'38" East, with said south right-of-way line, a distance of 461.03 feet to the POINT OF BEGINNING and containing 11.607 acres or 505,611 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT B

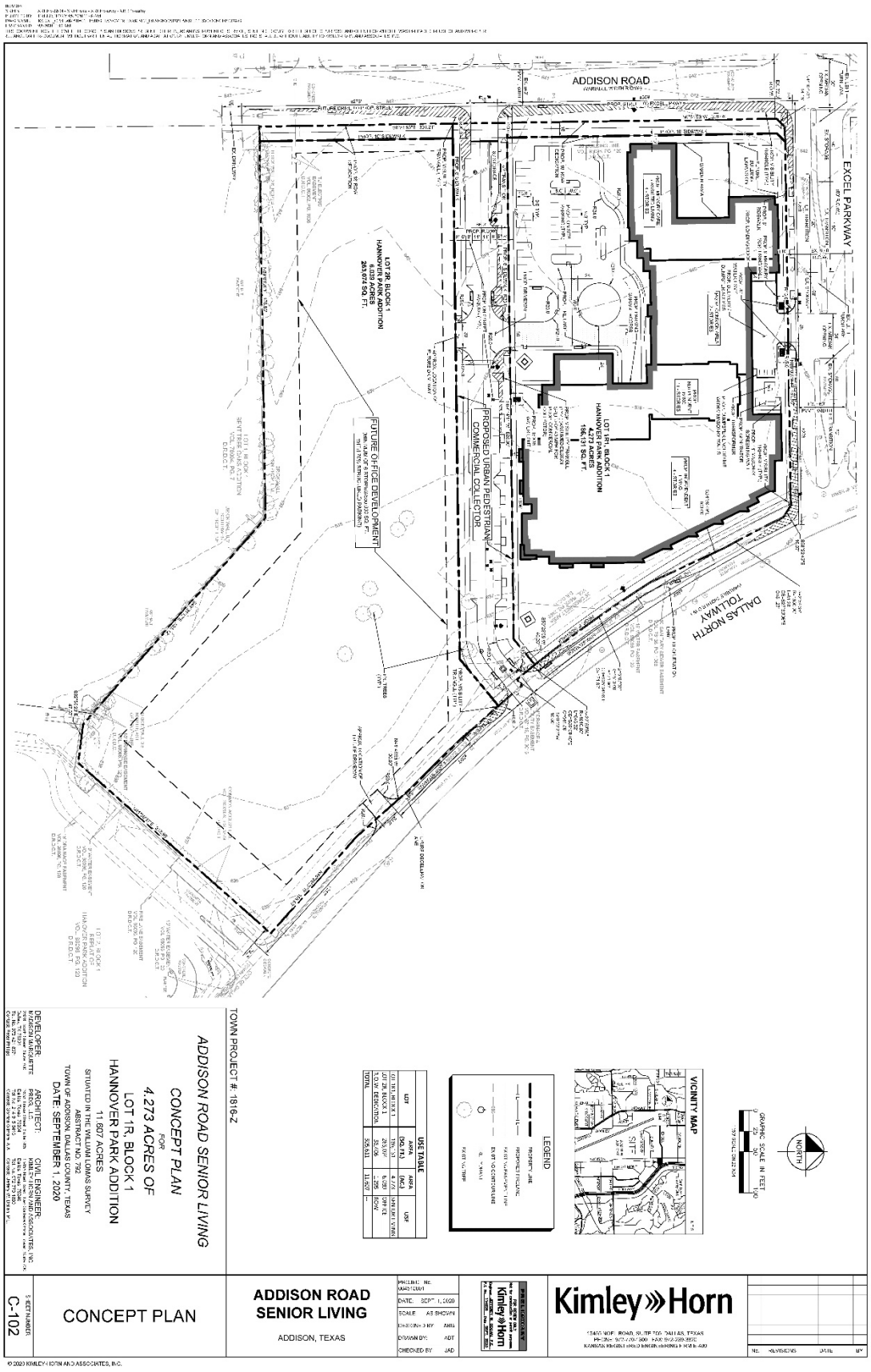
ADDISON ROAD
EXCEL PARKWAY
DALLAS NORTH TOLLWAY
LOT 2R BLOCK 1
HANNOVER PARK ADDITION
6.039 ACRES
263,074 SQ. FT.
LOT 1R1 BLOCK 1
HANNOVER PARK ADDITION
4.273 ACRES
186,131 SQ. FT.
FUTURE OFFICE DEVELOPMENT
PROPOSED URBAN PEDESTRIAN COMMERCIAL COLLECTOR
TOWN PROJECT #: 1816-Z
ADDISON ROAD SENIOR LIVING
CONCEPT PLAN
FOR
4.273 ACRES OF
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
USE TABLE
LEGEND
VICINITY MAP
GRAPHIC SCALE IN FEET
NORTH
C-102
CONCEPT PLAN
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
DATE: SEPT 1, 2020
SCALE: AS SHOWN
DRAWN BY: ADT
CHECKED BY: JAD
Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT B

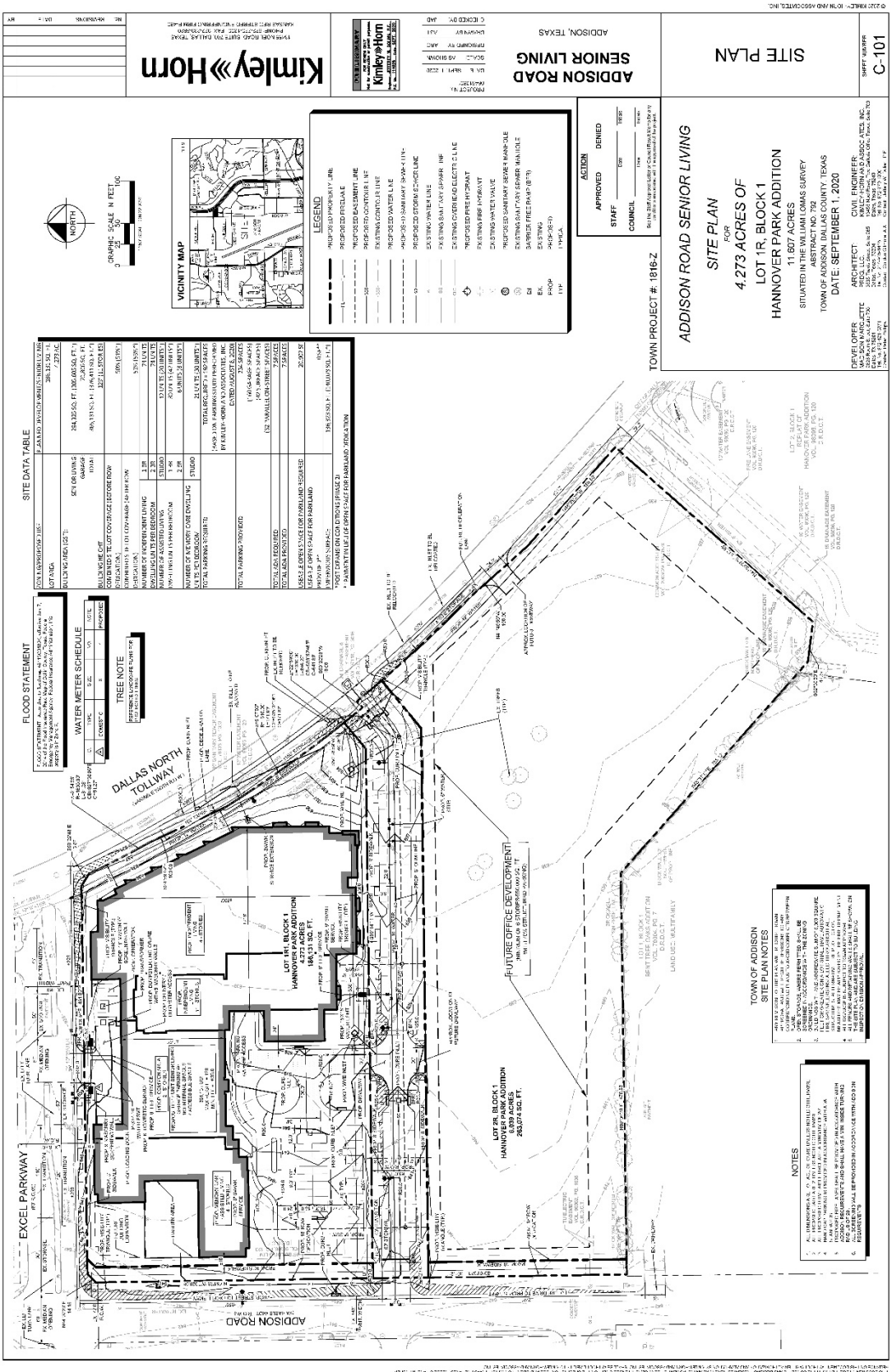
ADDISON ROAD SENIOR LIVING
SITE PLAN
ADDISON, TEXAS
Kimley»Horn
SITE PLAN
ADDISON ROAD SENIOR LIVING
SITE PLAN
FOR
4.273 ACRES OF
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.807 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020
TOWN PROJECT #: 1816-Z
ACTION
APPROVED
DENIED
STAFF
COUNCIL
DEVELOPER
ARCHITECT
CIVIL ENGINEER
VICINITY MAP
GRAPHIC SCALE IN FEET
NORTH
LEGEND
SITE DATA TABLE
FLOOD STATEMENT
WATER METER SCHEDULE
TREE NOTE
DALLAS NORTH TOLLWAY
EXCEL PARKWAY
ADDISON ROAD
LOT 1R1, BLOCK 1
HANNOVER PARK ADDITION
4.273 ACRES
186,145 SQ. FT.
LOT 2R, BLOCK 1
HANNOVER PARK ADDITION
6.939 ACRES
302,074 SQ. FT.
FUTURE OFFICE DEVELOPMENT
TOWN OF ADDISON
SITE PLAN NOTES
NOTES

EXHIBIT B

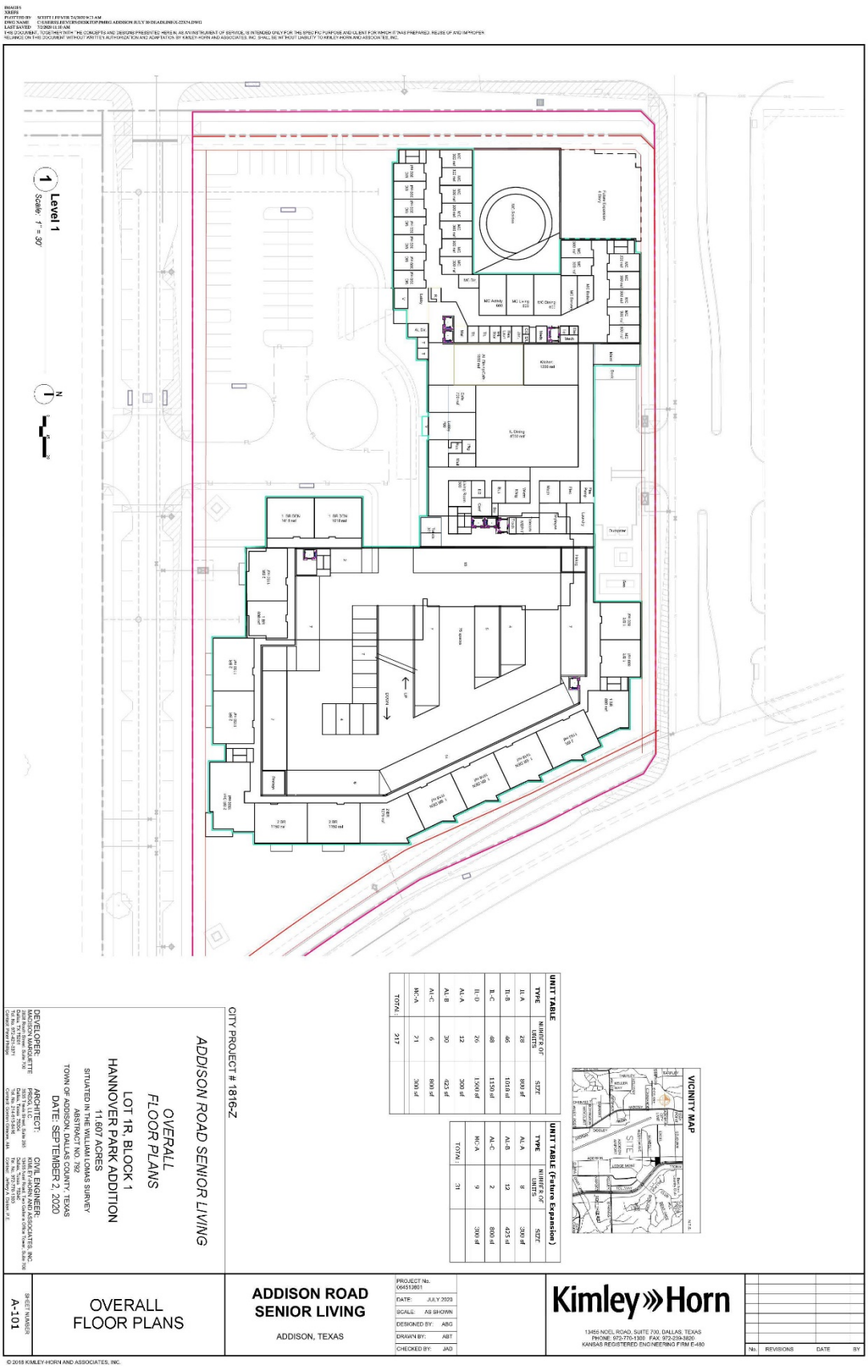
Level 1
Scale: 1" = 30'
ADDISON ROAD SENIOR LIVING
OVERALL FLOOR PLANS
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
CITY PROJECT # 1816-Z
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
UNIT TABLE
UNIT TABLE (Future Expansion)
VICINITY MAP
OVERALL FLOOR PLANS
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480
No. REVISIONS DATE BY
SHEET NUMBER A-101
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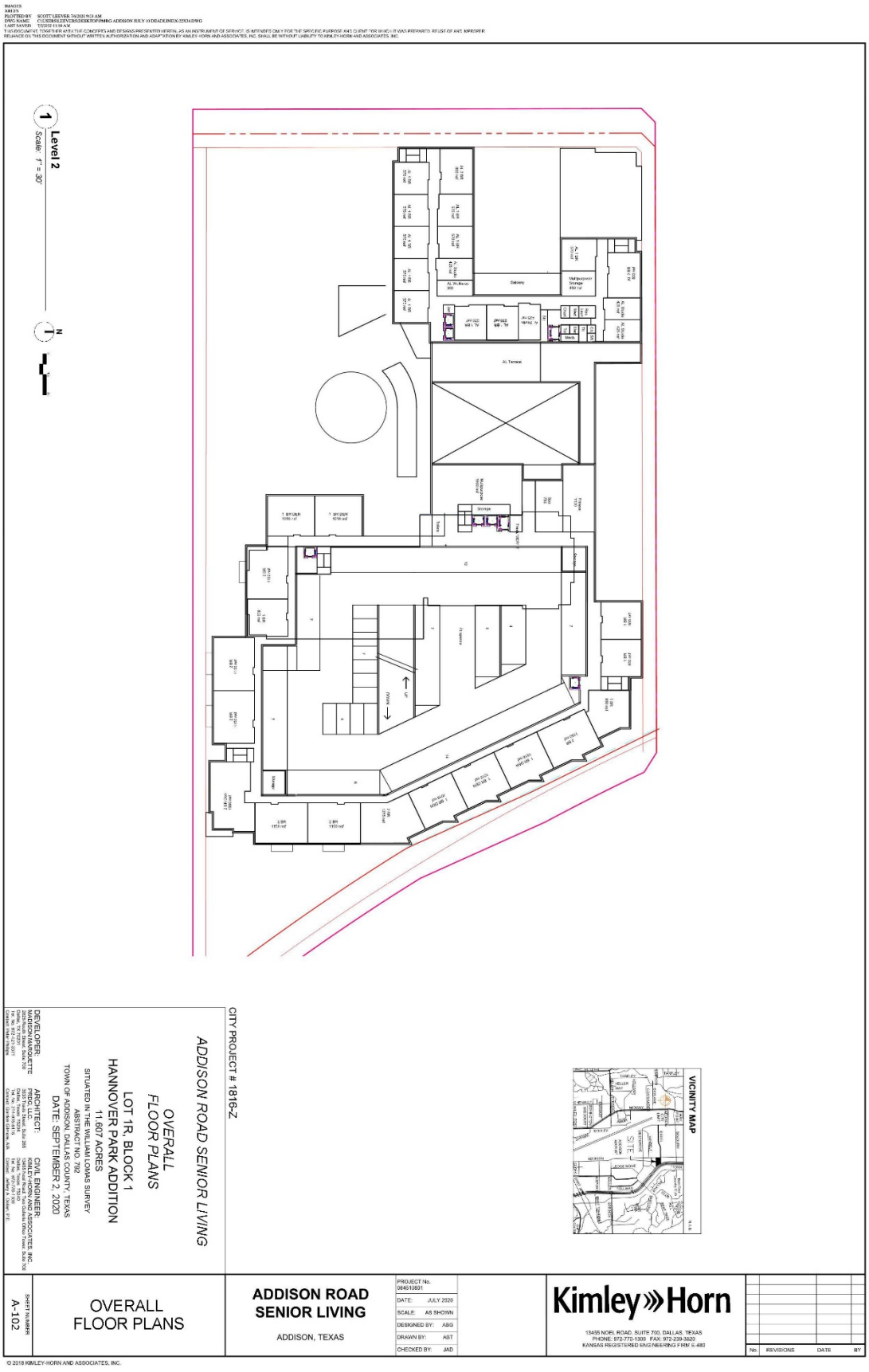
EXHIBIT B



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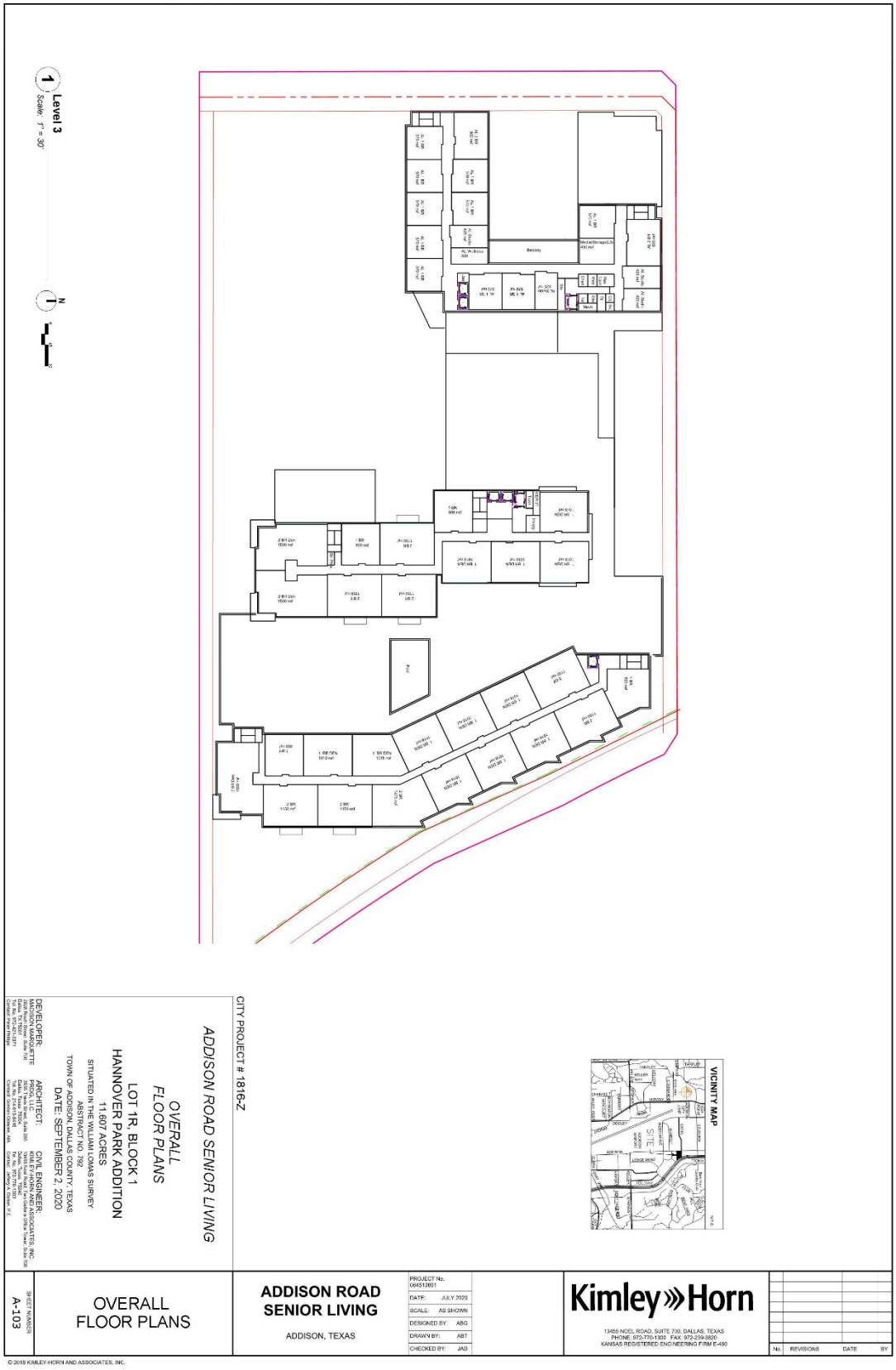

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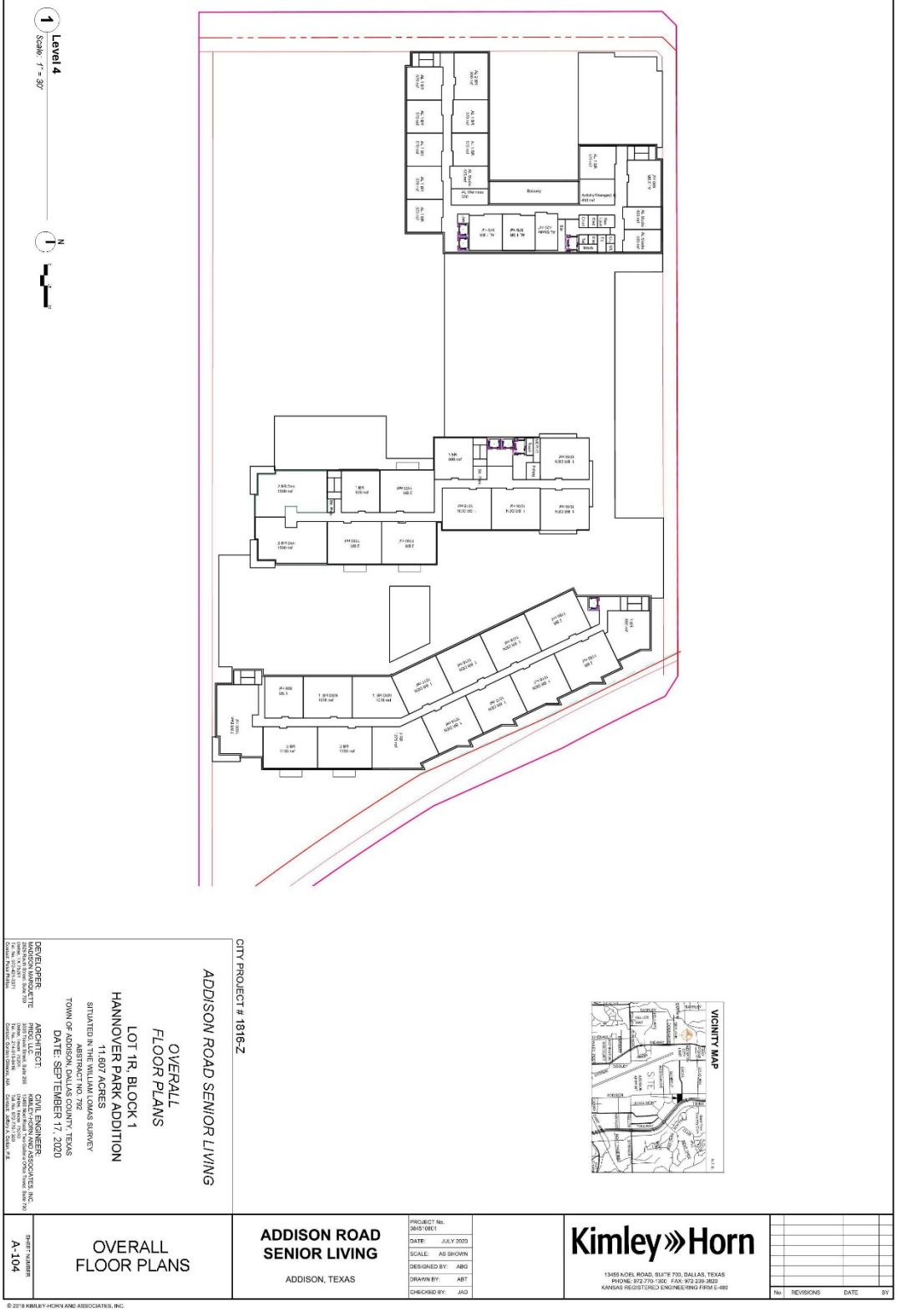

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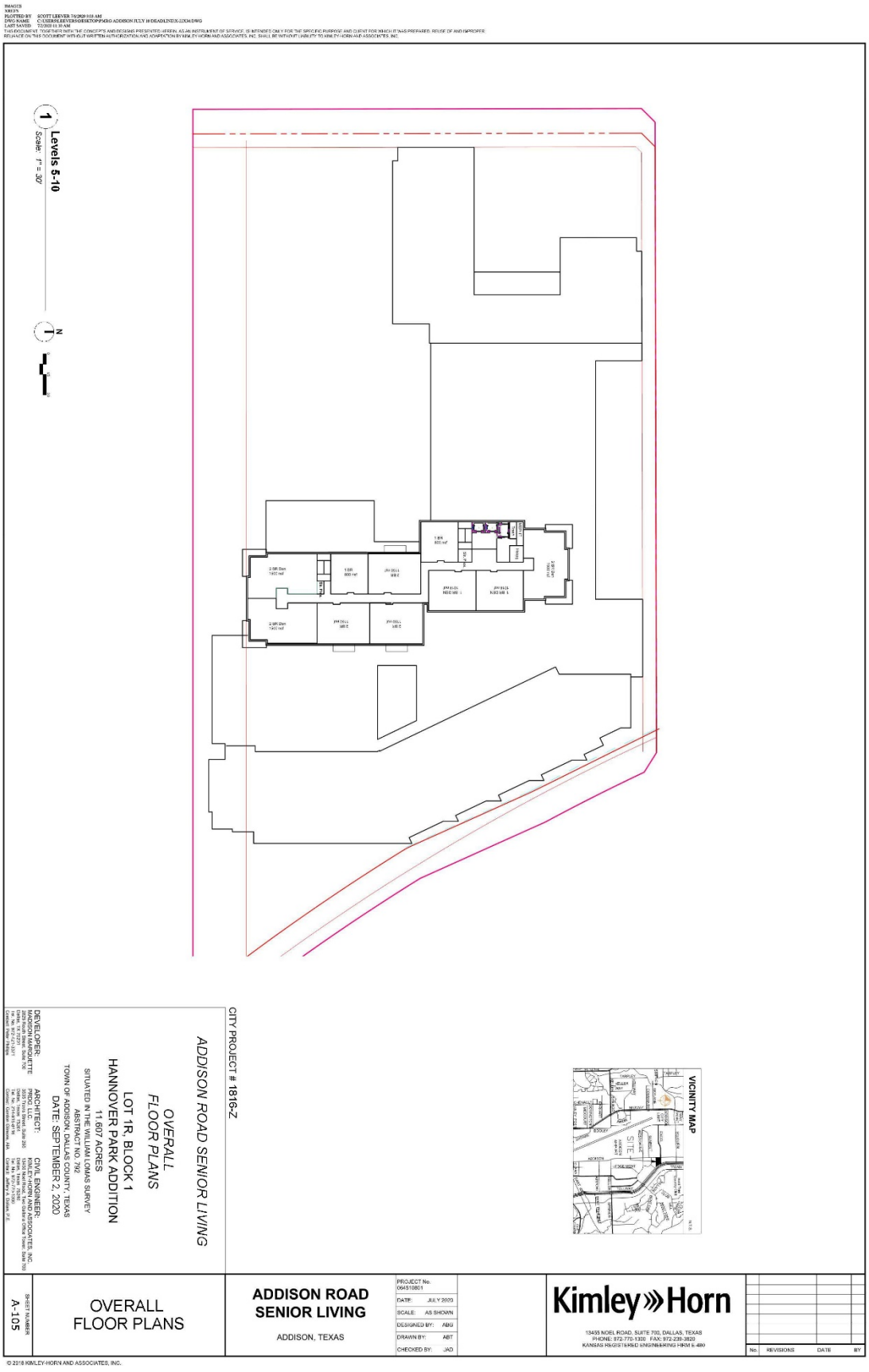

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EXHIBIT B

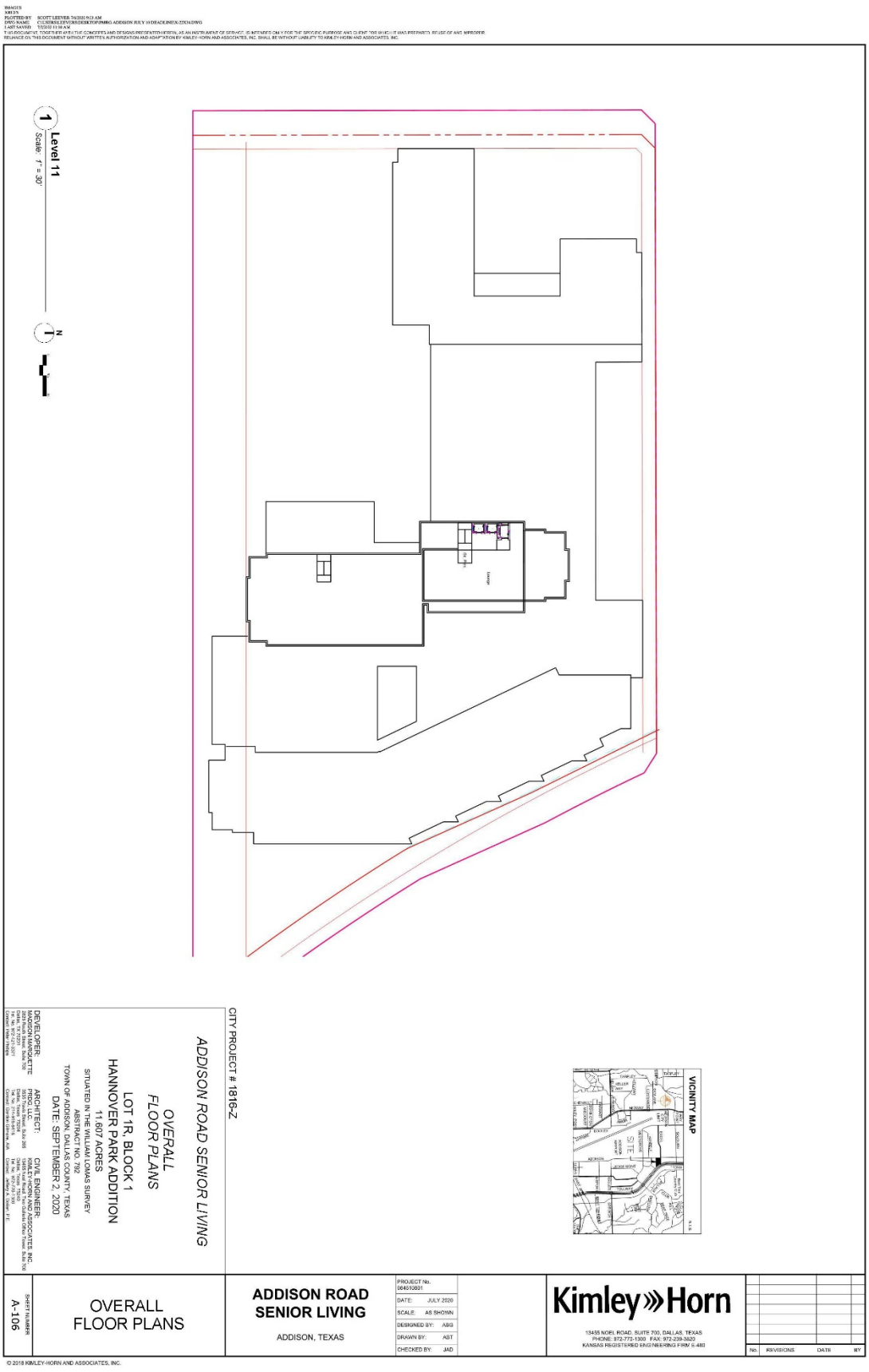

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EXHIBIT B

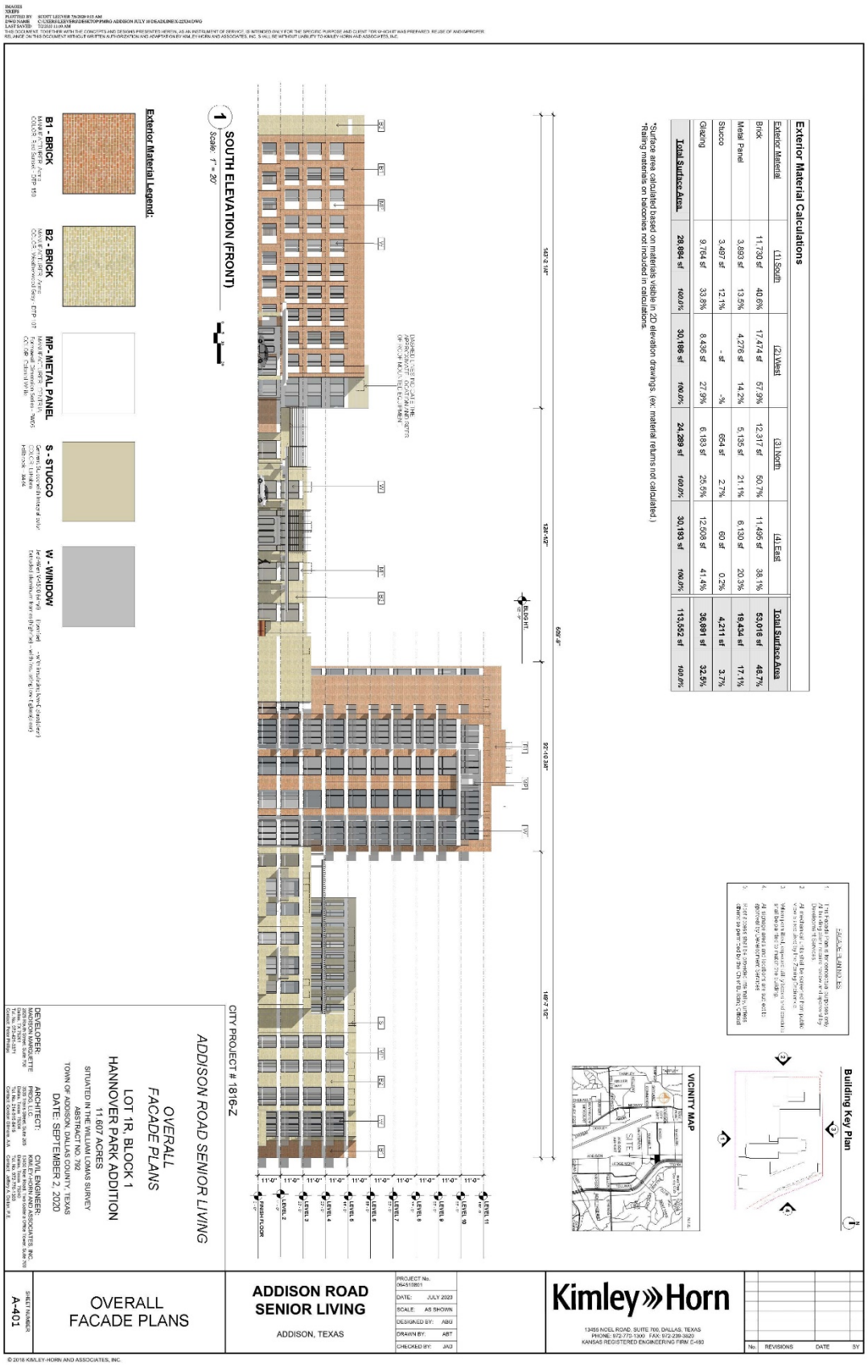
Exterior Material Calculations
Exterior Material | (1) South | | (2) West | | (3) North | | (4) East | | Total Surface Area | |
Brick | 11,730 sf | 40.6% | 17,474 sf | 57.9% | 12,317 sf | 50.7% | 11,495 sf | 38.1% | 53,016 sf | 46.7%
Metal Panel | 3,893 sf | 13.5% | 4,276 sf | 14.2% | 5,135 sf | 21.1% | 6,130 sf | 20.3% | 19,434 sf | 17.1%
Stucco | 3,497 sf | 12.1% | - sf | -% | 654 sf | 2.7% | 60 sf | 0.2% | 4,211 sf | 3.7%
Glazing | 9,764 sf | 33.8% | 8,436 sf | 27.9% | 6,183 sf | 25.5% | 12,508 sf | 41.4% | 36,891 sf | 32.5%
Total Surface Area | 28,884 sf | 100.0% | 30,186 sf | 100.0% | 24,289 sf | 100.0% | 30,193 sf | 100.0% | 113,552 sf | 100.0%
*Surface area calculated based on materials visible in 2D elevation drawings. (ex. material returns not calculated.)
*Railing materials on balconies not included in calculations.
SOUTH ELEVATION (FRONT)
Scale: 1" = 20'
Exterior Material Legend:
B1 - BRICK
B2 - BRICK
MP- METAL PANEL
S - STUCCO
W - WINDOW
Building Key Plan
VICINITY MAP
SITE
ADDISON ROAD SENIOR LIVING
OVERALL FACADE PLANS
CITY PROJECT # 1816-Z
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM THOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
OVERALL FACADE PLANS
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No. 064518801
DATE: JULY 2023
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-482
No. REVISIONS DATE SY
SHEET NUMBER A-401
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EXHIBIT B

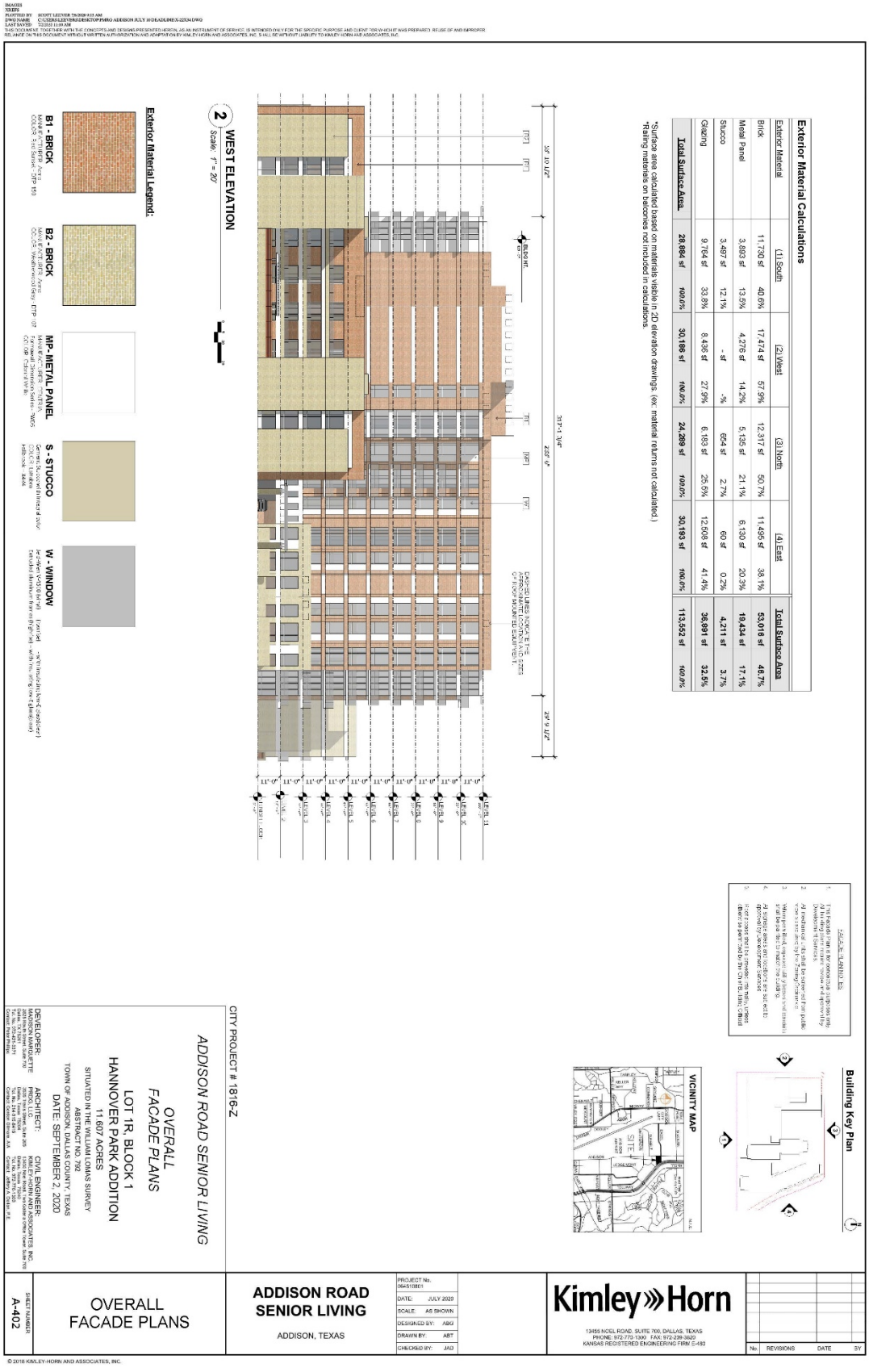
Exterior Material Calculations
Exterior Material | (1) South | | (2) West | | (3) North | | (4) East | | Total Surface Area | |
Brick | 11,720 sf | 40.6% | 17,474 sf | 57.9% | 12,317 sf | 50.7% | 11,496 sf | 38.1% | 53,016 sf | 46.7%
Metal Panel | 3,693 sf | 13.5% | 4,276 sf | 14.2% | 5,135 sf | 21.1% | 6,130 sf | 20.3% | 19,434 sf | 17.1%
Stucco | 3,487 sf | 12.1% | - sf | -% | 654 sf | 2.7% | 60 sf | 0.2% | 4,211 sf | 3.7%
Glazing | 9,764 sf | 33.8% | 8,436 sf | 27.9% | 6,183 sf | 25.5% | 12,506 sf | 41.4% | 36,891 sf | 32.5%
Total Surface Area | 28,664 sf | 100.0% | 30,186 sf | 100.0% | 24,289 sf | 100.0% | 30,193 sf | 100.0% | 113,552 sf | 100.0%
*Surface area calculated based on materials visible in 2D elevation drawings (ex: material returns not calculated.)
*Railing materials on balconies not included in calculations.
2 WEST ELEVATION
Scale: 1" = 20'
Exterior Material Legend:
B1 - BRICK
B2 - BRICK
MP - METAL PANEL
S - STUCCO
W - WINDOW
Building Key Plan
VICINITY MAP
SITE
ADDISON ROAD SENIOR LIVING
OVERALL FACADE PLANS
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM THOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
CITY PROJECT # 1816-Z
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No. 064518801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD
No. REVISIONS DATE BY
OVERALL FACADE PLANS
SHEET NUMBER A-402
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EXHIBIT B

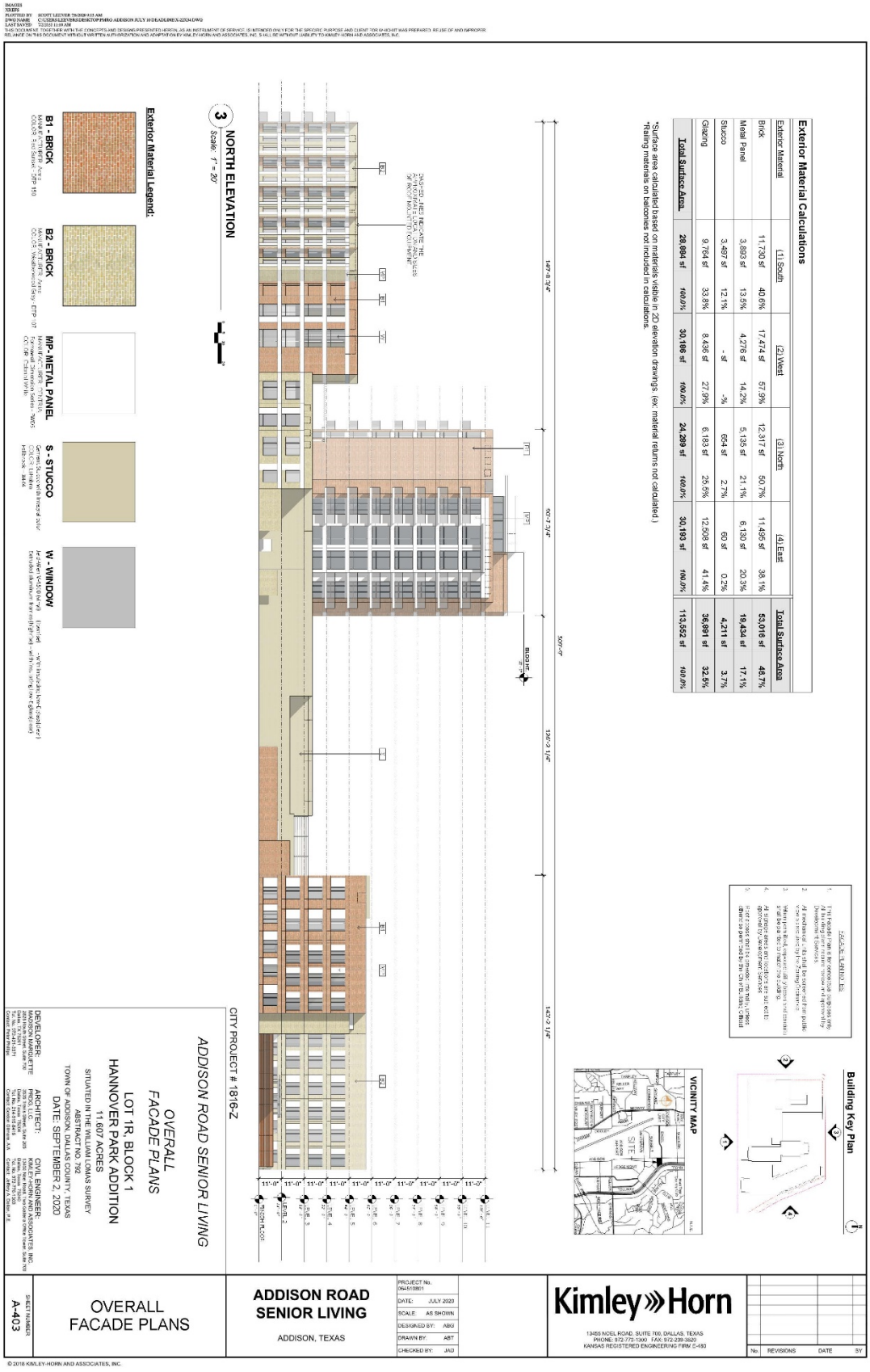
Exterior Material Calculations
Exterior Material | (1) South | (2) West | (3) North | (4) East | Total Surface Area
Brick | 11,730 sf | 40.6% | 17,474 sf | 57.9% | 12,317 sf | 50.7% | 11,495 sf | 38.1% | 53,016 sf | 48.7%
Metal Panel | 3,893 sf | 13.5% | 4,276 sf | 14.2% | 5,135 sf | 21.1% | 6,130 sf | 20.3% | 19,434 sf | 17.1%
Stucco | 3,497 sf | 12.1% | - sf | -% | 654 sf | 2.7% | 60 sf | 0.2% | 4,211 sf | 3.7%
Glazing | 9,764 sf | 33.8% | 8,436 sf | 27.9% | 6,183 sf | 25.5% | 12,508 sf | 41.4% | 36,891 sf | 32.5%
Total Surface Area | 28,884 sf | 100.0% | 30,186 sf | 100.0% | 24,289 sf | 100.0% | 30,193 sf | 100.0% | 113,552 sf | 100.0%
*Surface area calculated based on materials visible in 2D elevation drawings (ex: material returns not calculated.)
*Railing materials on balconies not included in calculations.
3 NORTH ELEVATION
Scale: 1" = 20'
Exterior Material Legend:
B1 - BRICK
B2 - BRICK
MP - METAL PANEL
S - STUCCO
W - WINDOW
Building Key Plan
VICINITY MAP
SITE
ADDISON ROAD SENIOR LIVING
OVERALL FACADE PLANS
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM TOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
CITY PROJECT # 1816-Z
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
OVERALL FACADE PLANS
A-403
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480
No. REVISIONS DATE BY
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT B

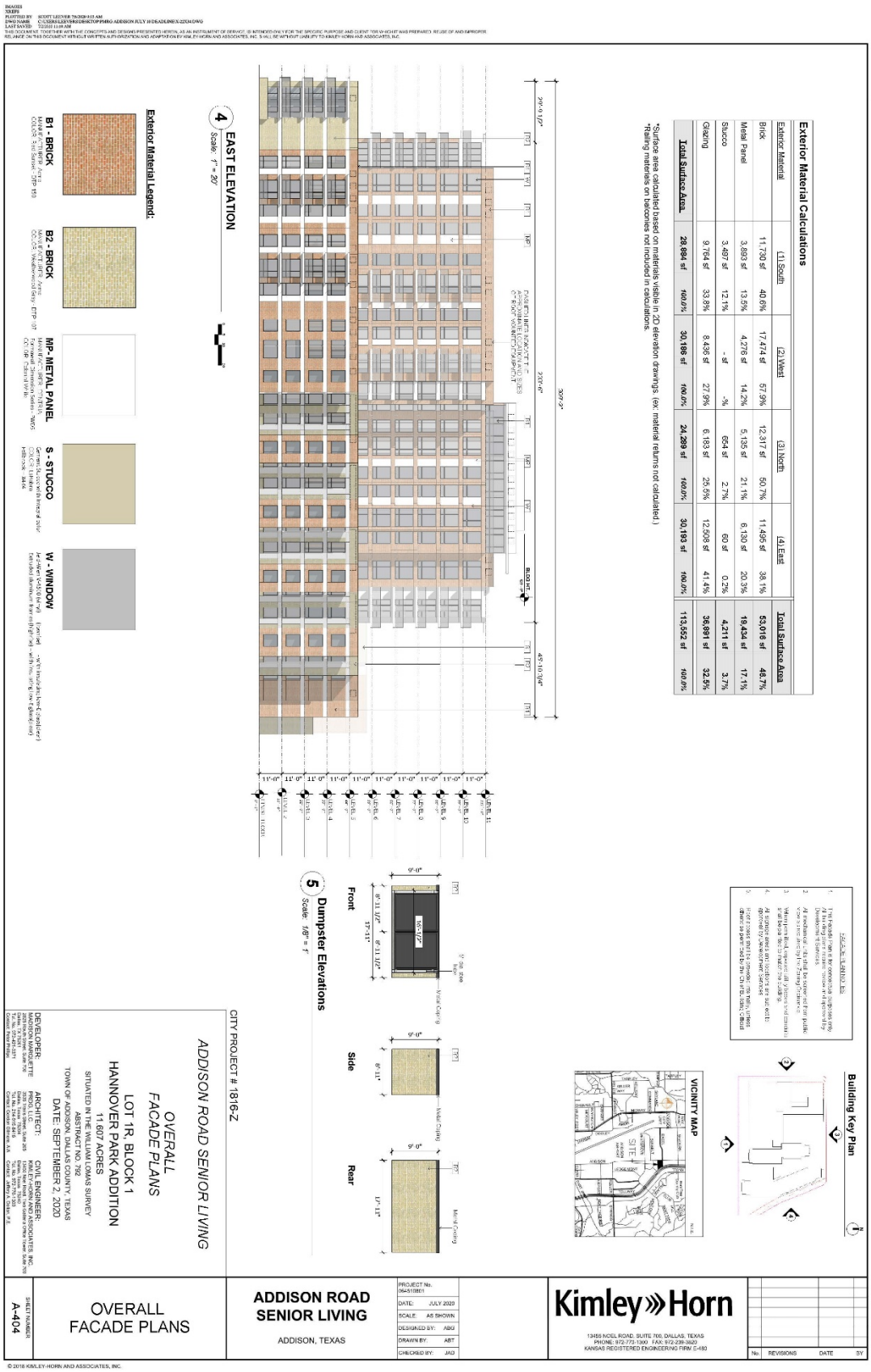
Exterior Material Calculations
Exterior Material | (1) South | | (2) West | | (3) North | | (4) East | | Total Surface Area | |
Brick | 11,730 sf | 40.6% | 17,474 sf | 57.9% | 12,317 sf | 50.7% | 11,496 sf | 38.1% | 53,016 sf | 46.7%
Metal Panel | 3,893 sf | 13.5% | 4,276 sf | 14.2% | 5,135 sf | 21.1% | 6,130 sf | 20.3% | 19,434 sf | 17.1%
Stucco | 3,497 sf | 12.1% | - sf | -% | 654 sf | 2.7% | 60 sf | 0.2% | 4,211 sf | 3.7%
Glazing | 9,764 sf | 33.8% | 8,436 sf | 27.9% | 6,183 sf | 25.5% | 12,508 sf | 41.4% | 36,891 sf | 32.5%
Total Surface Area | 29,894 sf | 100.0% | 30,186 sf | 100.0% | 24,289 sf | 100.0% | 30,193 sf | 100.0% | 113,552 sf | 100.0%
*Surface area calculated based on materials visible in 2D elevation drawings. (ex. material returns not calculated.)
*Railing materials on balconies not included in calculations.
4 EAST ELEVATION
Scale: 1" = 20'
Exterior Material Legend:
B1 - BRICK
B2 - BRICK
MP- METAL PANEL
S - STUCCO
W - WINDOW
5 Dumpster Elevations
Scale: 1/8" = 1'
Front
Side
Rear
Metal Coping
VICINITY MAP
SITE
Building Key Plan
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No. 064518801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD
No. REVISIONS DATE BY
OVERALL FACADE PLANS
SHEET NUMBER A-404
ADDISON ROAD SENIOR LIVING
OVERALL FACADE PLANS
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM THOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
CITY PROJECT # 1816-Z
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
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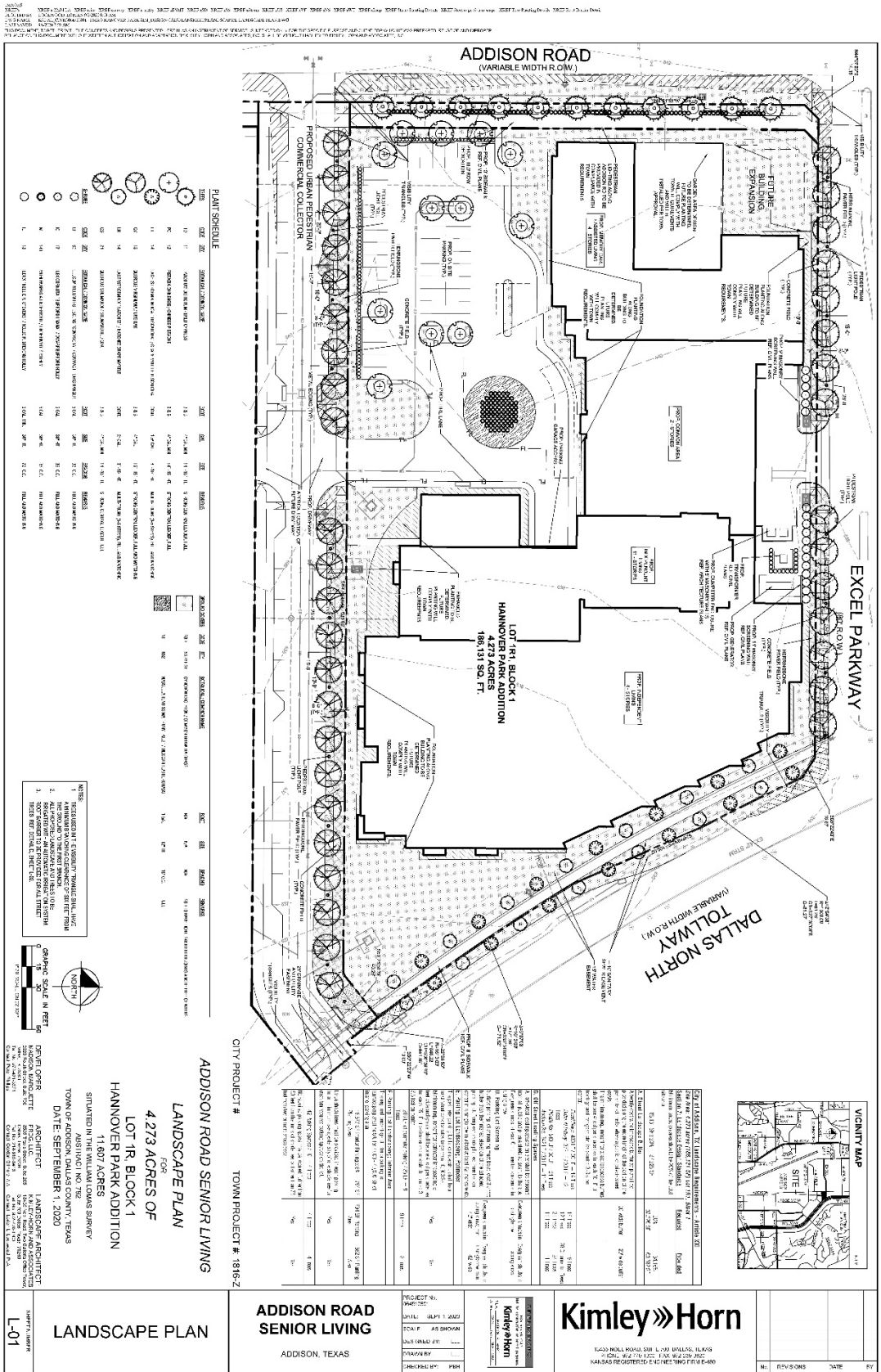
EXHIBIT B



ORDI

EXHIBIT B

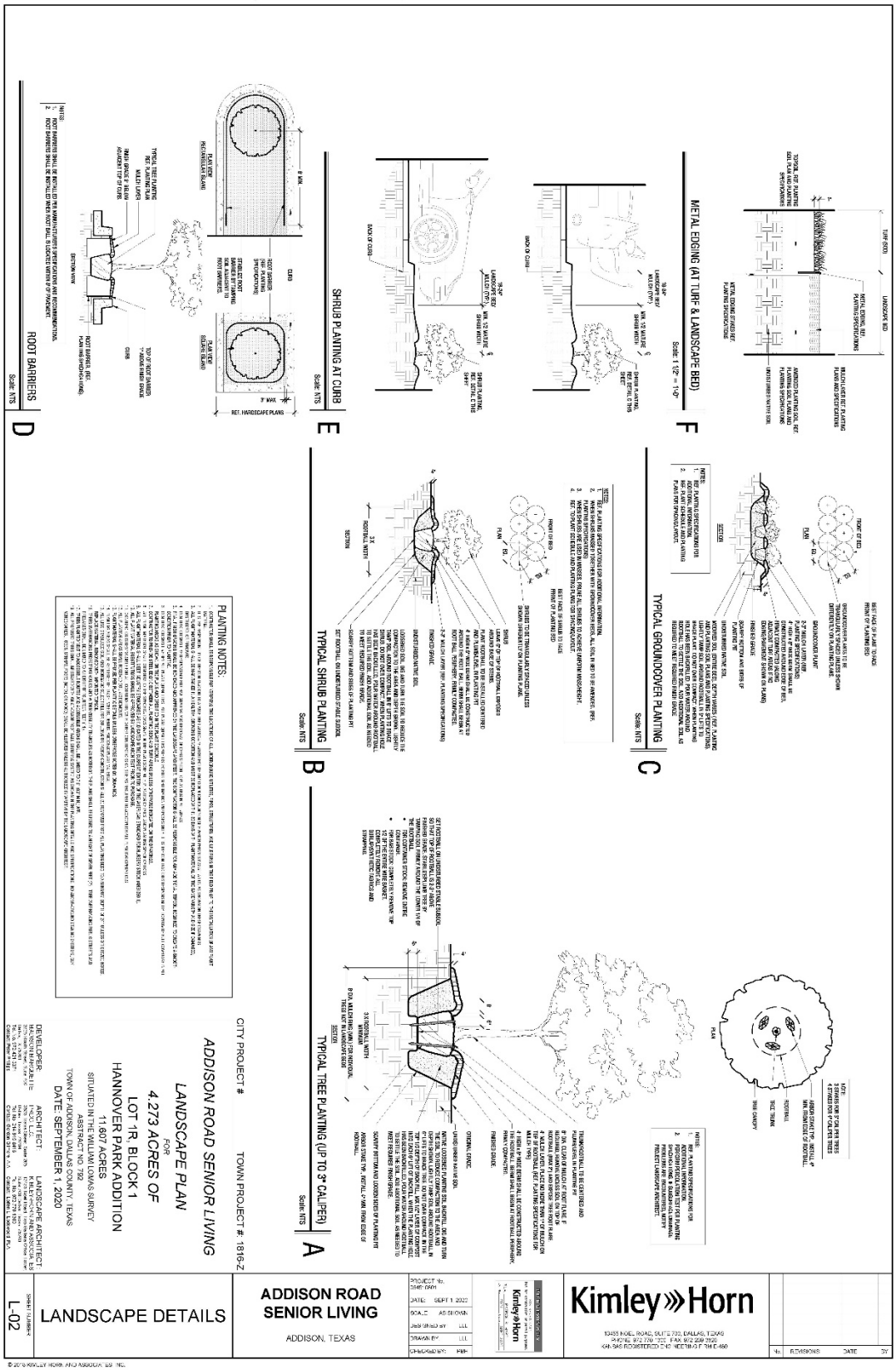

A
TYPICAL TREE PLANTING (UP TO 3" CALIPER)
Scale: NTS
B
TYPICAL SHRUB PLANTING
Scale: NTS
C
TYPICAL GROUNDCOVER PLANTING
Scale: NTS
D
ROOT BARRIERS
Scale: NTS
E
SHRUB PLANTING AT CURB
Scale: NTS
F
METAL EDGING (AT TURF & LANDSCAPE BED)
Scale: 1 1/2" = 1'-0"
PLANTING NOTES:
LANDSCAPE PLAN
FOR
4.273 ACRES OF
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11,607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
LANDSCAPE DETAILS
L-02
Kimley»Horn

EXHIBIT B


Perspective 1
ADDISON ROAD SENIOR LIVING
PERSPECTIVES
CITY PROJECT # 1816-Z
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM COMAS SURVEY
ABSTRACT NO. 292
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
VICINITY MAP
SITE
PERSPECTIVES
A-901
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

EXHIBIT B


Perspective 2
ADDISON ROAD SENIOR LIVING
PERSPECTIVES
CITY PROJECT # 1816-Z
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 709
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
VICINITY MAP
SITE
PERSPECTIVES
SHEET NUMBER
A-902
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No.
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAG
Kimley»Horn
REVISIONS
DATE
BY

EXHIBIT B

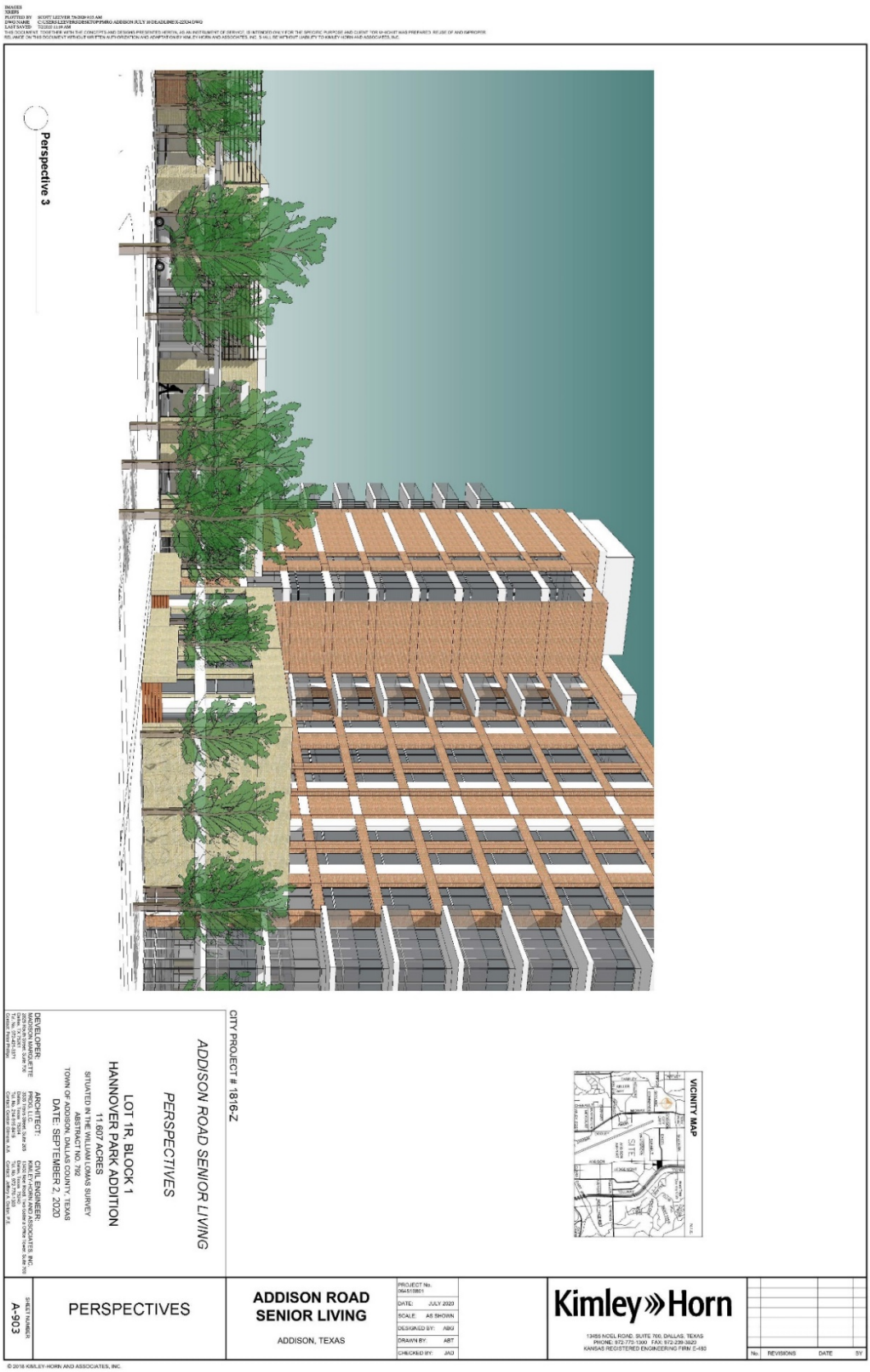

Perspective 3
ADDISON ROAD SENIOR LIVING
PERSPECTIVES
CITY PROJECT # 1816-Z
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM DUNN SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
VICINITY MAP
SITE
PERSPECTIVES
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAG
A-903
SHEET NUMBER
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480
No. REVISIONS DATE BY
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT B


Perspective 4
ADDISON ROAD SENIOR LIVING
PERSPECTIVES
CITY PROJECT # 1816-Z
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM COMAS SURVEY
ABSTRACT NO. 292
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020
DEVELOPER:
ARCHITECT:
CIVIL ENGINEER:
VICINITY MAP
SITE
PERSPECTIVES
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480
No. REVISIONS DATE BY
A-904
SHEET NUMBER
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EXHIBIT B

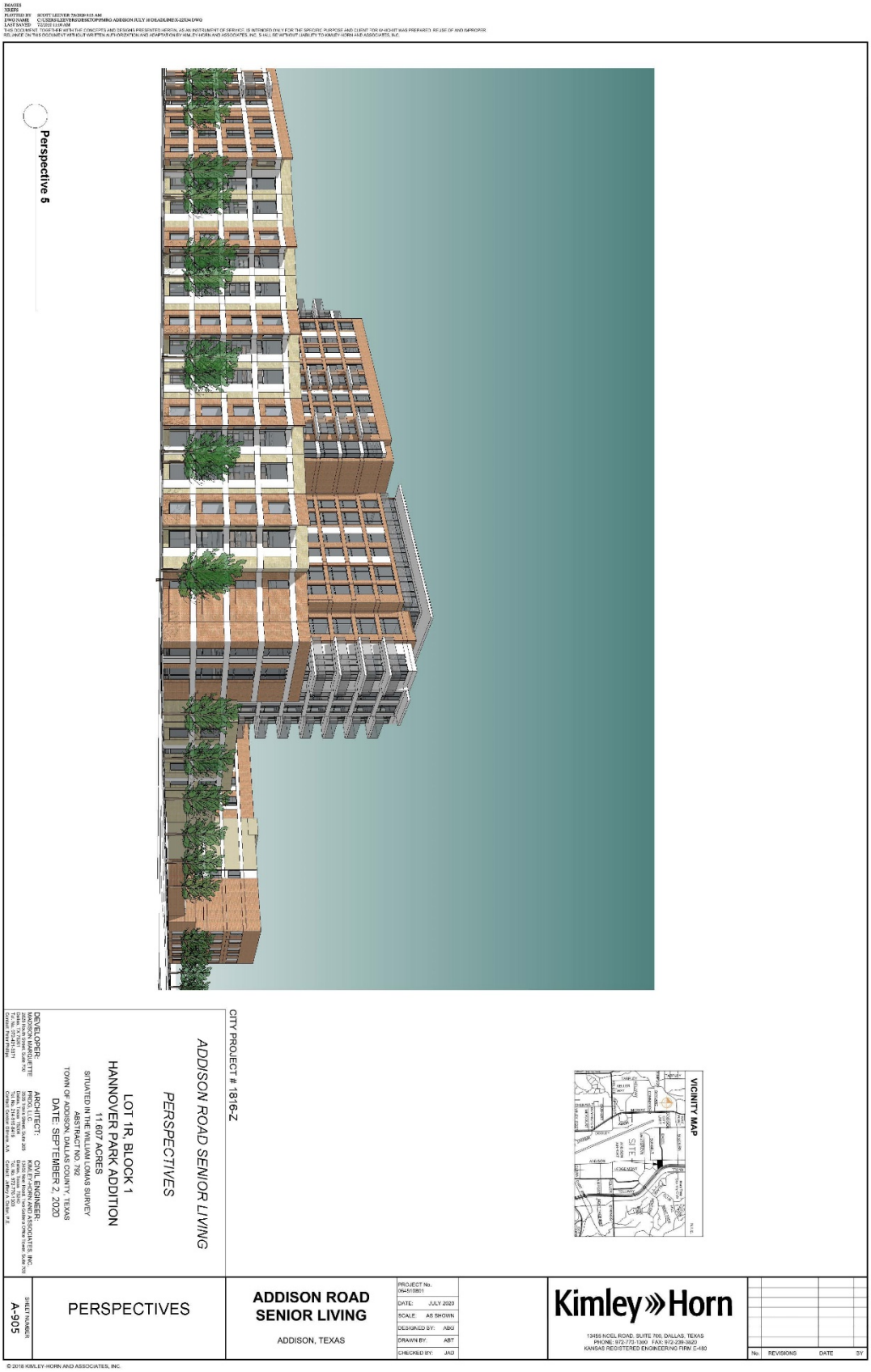

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EXHIBIT B

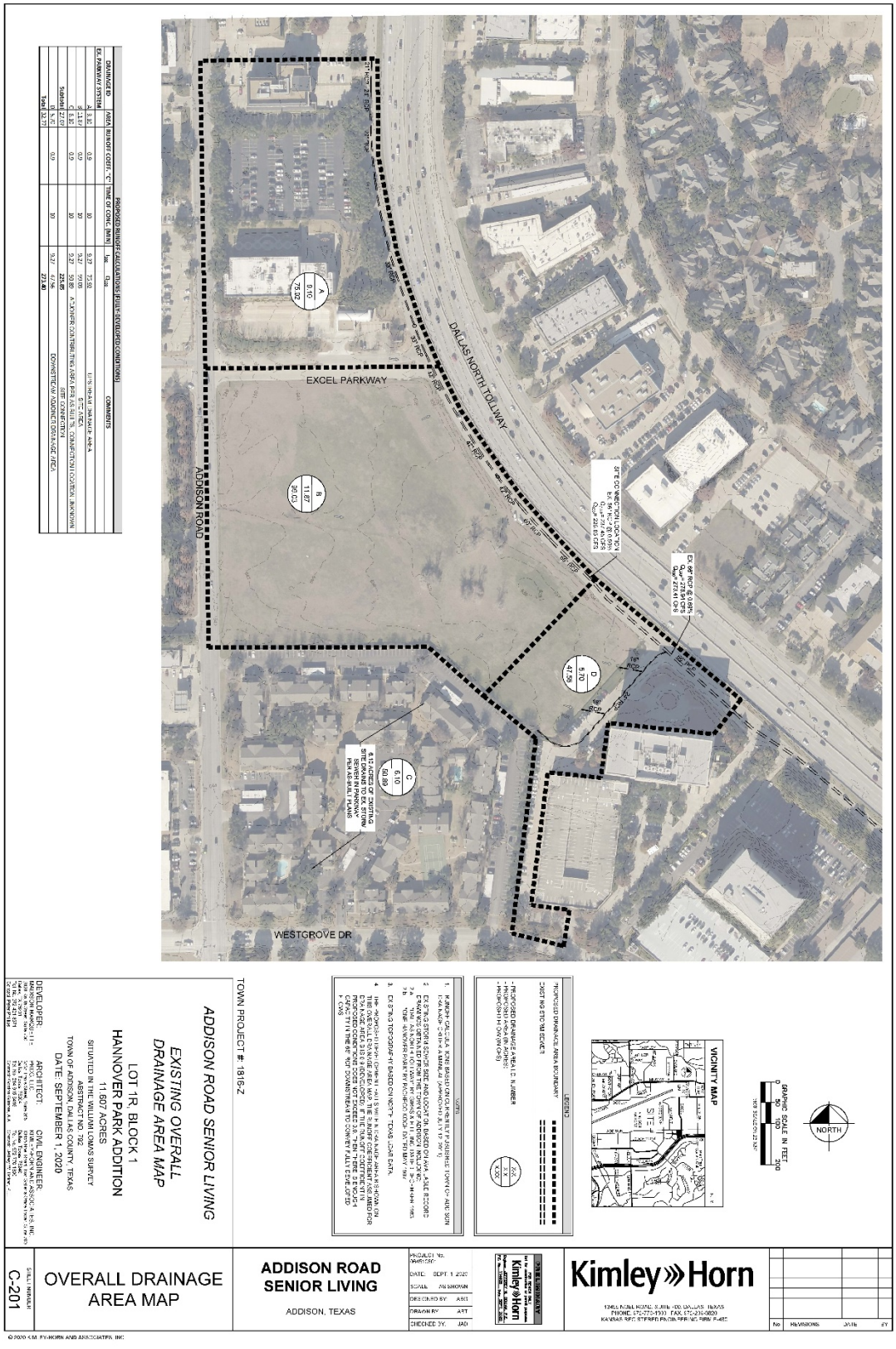

EXCEL PARKWAY
DALLAS NORTH TOLLWAY
ADDISON ROAD
WESTGROVE DR
ADDISON ROAD SENIOR LIVING
EXISTING OVERALL DRAINAGE AREA MAP
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM COMBS SURVEY
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020
TOWN PROJECT #: 1816-Z
VICINITY MAP
NORTH
GRAPHIC SCALE IN FEET
LEGEND
OVERALL DRAINAGE AREA MAP
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
Kimley»Horn
C-201

EXHIBIT B

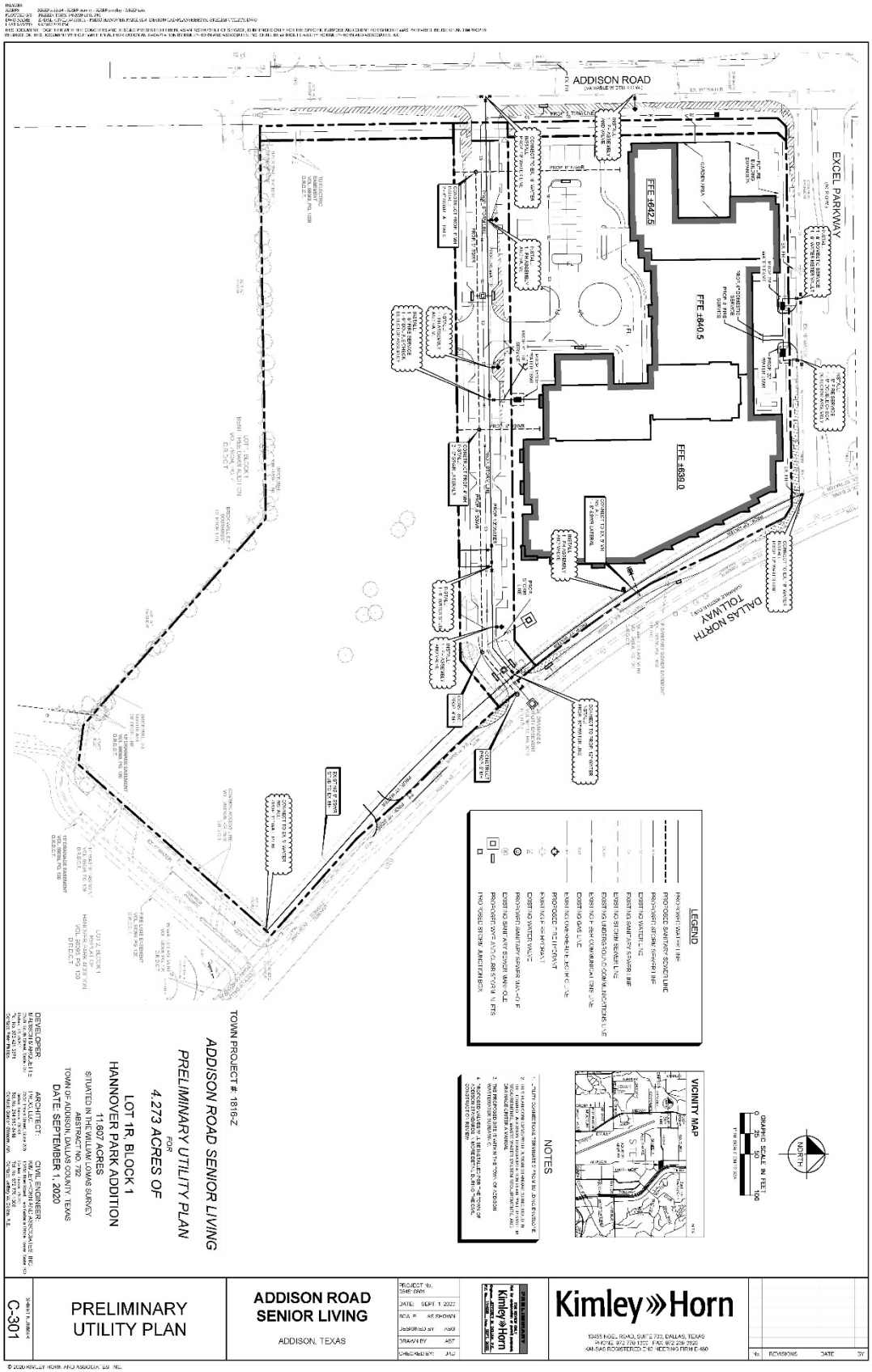
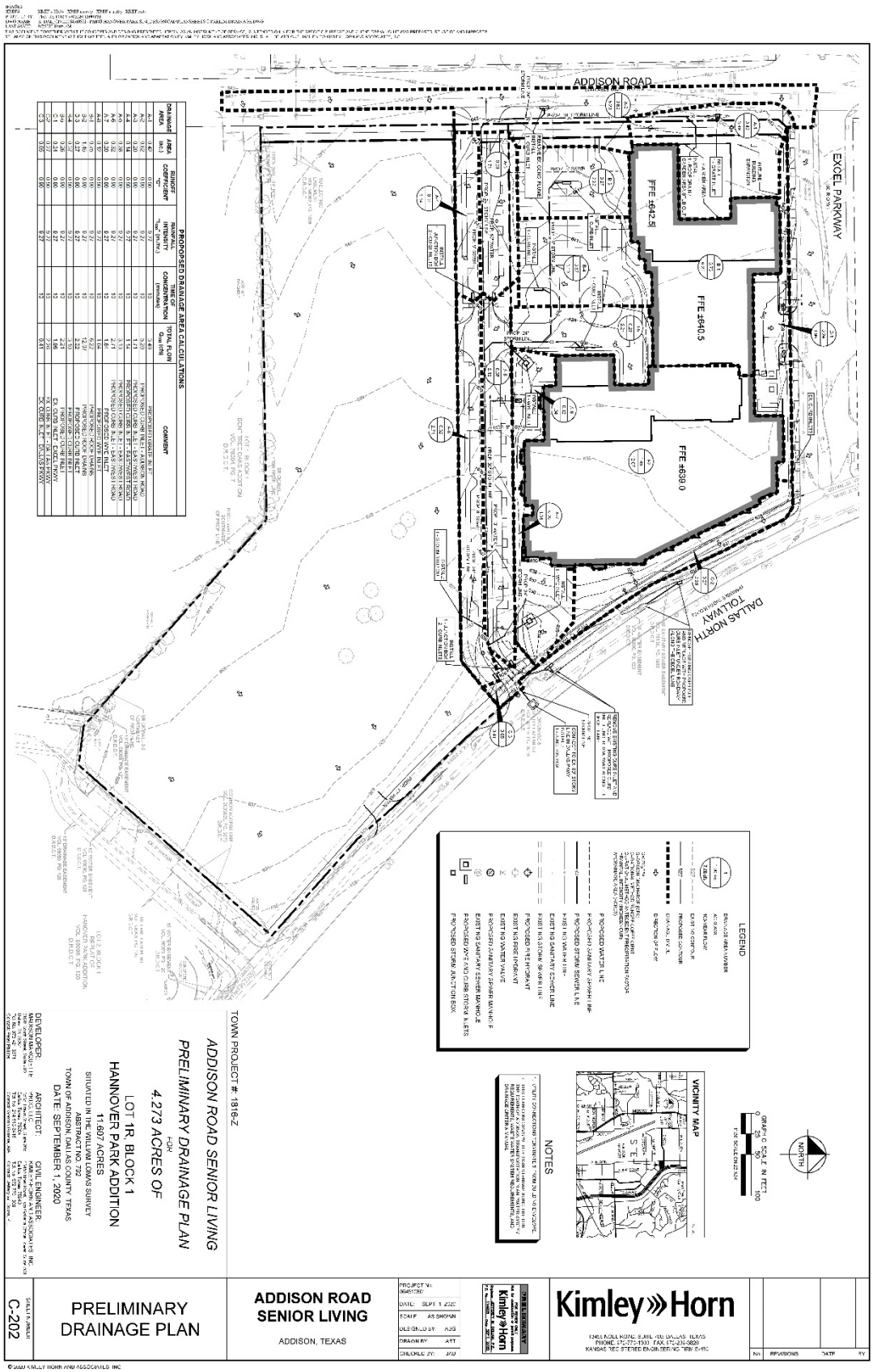
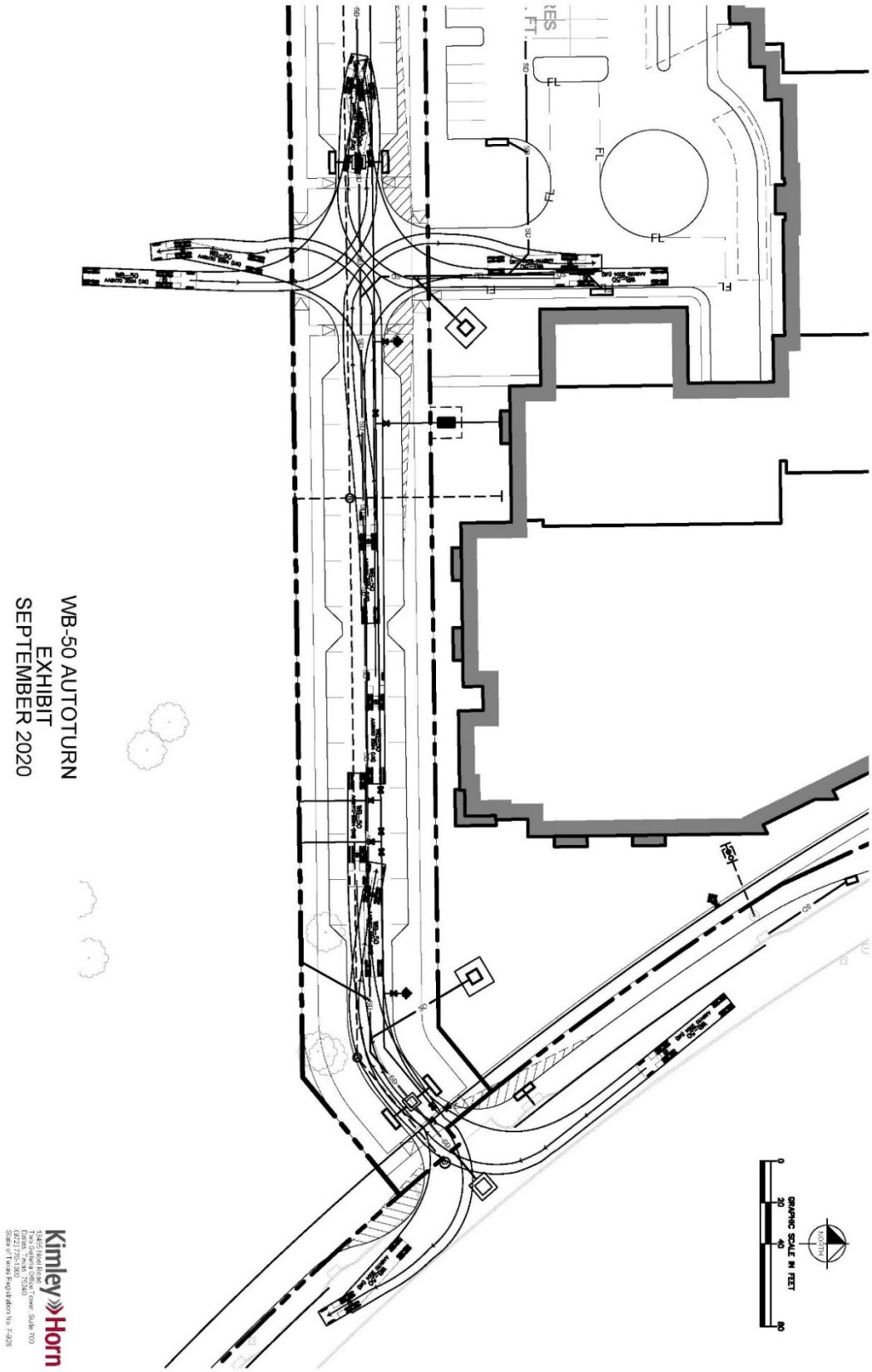

ADDISON ROAD
EXCEL PARKWAY
DALLAS NORTH TOLLWAY
FFE ±642.5
FFE ±640.5
FFE ±639.0
LEGEND
NOTES
VICINITY MAP
NORTH
GRAPHIC SCALE IN FEET
TOWN PROJECT # 1816-Z
ADDISON ROAD SENIOR LIVING
PRELIMINARY UTILITY PLAN
FOR
4.273 ACRES OF
LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11,607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 782
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE SEPTEMBER 1, 2020
DEVELOPER
ARCHITECT:
CIVIL ENGINEER
C-301
PRELIMINARY UTILITY PLAN
ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS
PROJECT No.
DATE: SEPT. 1, 2020
SCALE: AS SHOWN
DESIGNED BY: ASG
DRAWN BY: ABT
CHECKED BY: JAG
Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972 770 1300 FAX: 972 239 3820
KANSAS REGISTERED CIVIL ENGINEERING FIRM E-960
No. REVISIONS DATE BY

EXHIBIT B



ORDI

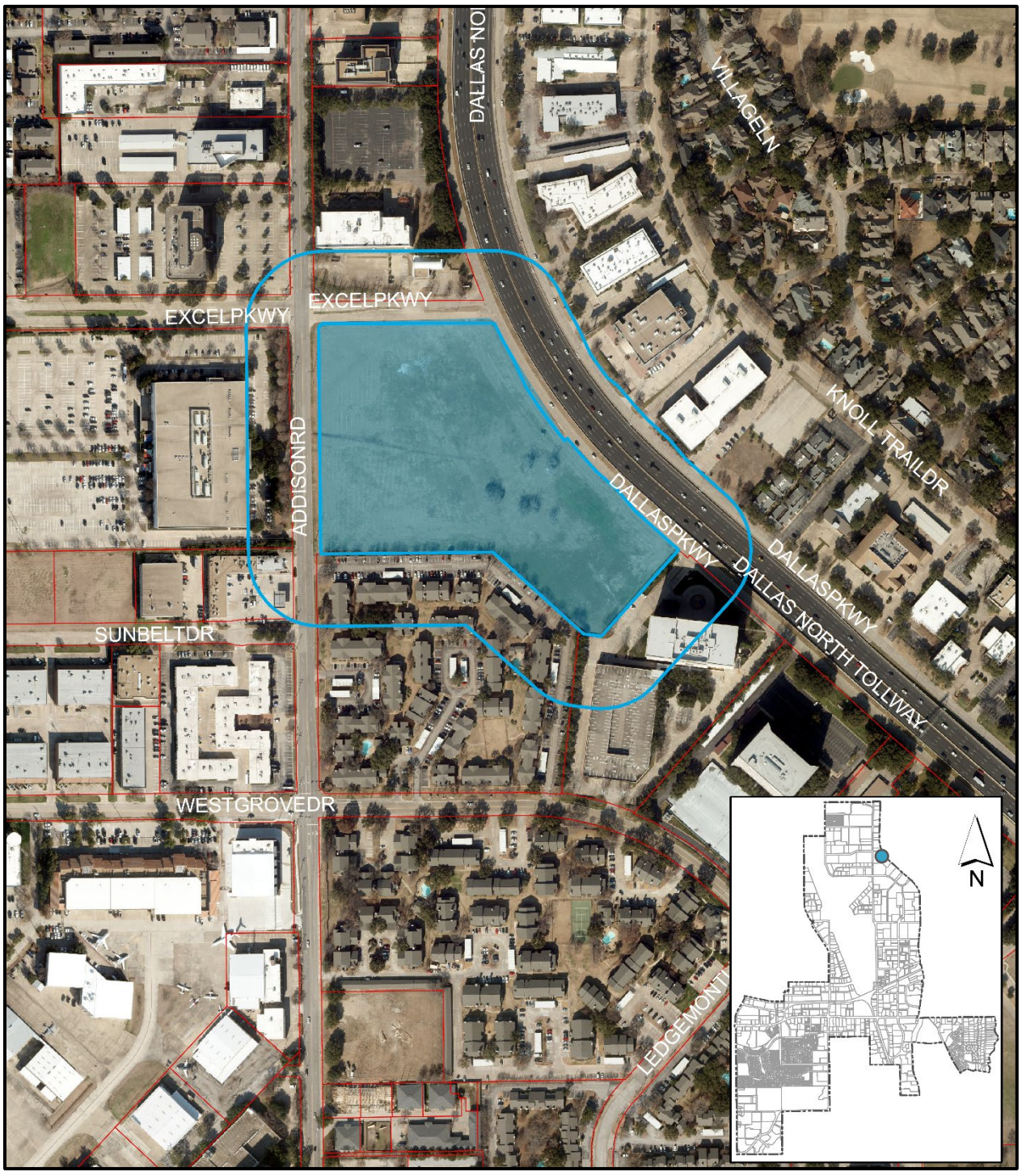
EXHIBIT B


WB-50 AUTOTURN
EXHIBIT
SEPTEMBER 2020
GRAPHIC SCALE IN FEET
0
20
40
80
NORTH
Kimley»Horn

1816-Z

PUBLIC HEARING Case 1816-Z/Addison Senior Living. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on a 11.607-acre property located at the southwest corner of Dallas Parkway and Excel Parkway, from PD, Planned Development, to a new PD district in order to allow a senior living development and future office development.

LOCATION MAP



September 10, 2020

STAFF REPORT

RE:	Case 1816-Z/Addison Senior Living
LOCATION:	Southwest corner of Dallas Parkway and Excel Parkway
REQUEST:	Approval of an ordinance changing the zoning from Planned Development (PD) district, to a new PD district to allow development of an 11-story, 294,325 square-foot, 217 dwelling-unit senior living facility, with the possibility to expand to 248 units, a 70,806 square-foot structured parking garage, and future office development
APPLICANT:	Joe Seitzer, PRDG

DISCUSSION:
Background: This 11.607-acre vacant lot is currently zoned PD, Planned Development, through Ordinance O83-017, as previously amended by ordinances O85-056, O97-013, and O08-054. Prior to the 2008 approval, the Planned Development district called for two office towers. In 2008, the Town approved plans for a hospital and medical office buildings. The hospital development never came to fruition and the property has remained vacant.

The property was subsequently purchased by Cawley Partners. They intend to utilize most of the property for high-density office development but are proposing to sell 4.273 acres for the development of an 11-story class A senior living facility with structured parking. Additionally, they propose to dedicate .157 acres as a new public street between Dallas Parkway and Addison Road and dedicate 18 feet of additional right-of-way along Addison Road in accordance with the Master Transportation Plan. Such actions require the property to be rezoned. In working with the applicant, staff has approached this project as an urban style development, focusing around a more pedestrian friendly environment, and encouraged the applicant to utilize relevant standards from various existing urban style zoning districts around Town, resulting in the establishment of a brand new PD district.

Proposed Plan: The applicant is proposing to construct an 11-story, 294,325 square-foot, 217 dwelling-unit senior living facility, with the possibility to expand to 248 units, wrapping around a structured parking garage. The proposed unit breakdown is 148 units of independent living, 48 units of assisted living, and 21 units of memory care. The project will provide residents with onsite neighborhood-type services and amenities as follow:

Services:

- Chapel service
- Community and family participation through coordinated volunteer/ambassador program
- Complimentary shuttle service
- Concierge service
- Educational and travel programs
- Pharmacy delivery
- Scheduled and private local transportation
- Trained executive chef and white glove service in dining venues
- Weekly housekeeping and linen service
- Wellness center and wellness checks, with specialized clinical and therapeutic services

Amenities:

- Art Studio
- Card room
- Community market/convenience store; providing light meals, snacks, basic foods and sundries
- Complimentary parking
- Fitness facilities and swimming pool
- Individual climate controls in the accommodations
- Individual mailboxes (centrally located/indoor)
- Large porch area for gatherings and indoor sitting areas
- Library
- Media room
- Life-Enrichment Program, with an on-site lifestyle director and activities coordinators
- Multiple dining venues (backed by a commercial kitchen), including a bar and internet café
- Salon/spa

The remainder of the lot area is proposed as future office development, providing at a minimum 550,000 square feet of office space with primarily structured parking.

2013 Comprehensive Plan: The Comprehensive Plan discusses future office development and provides that the four remaining tracts along the Tollway corridor should be reserved for "high-density" office buildings, encouraging the Town resist pressure to let those valuable sites be re-zoned for non-commercial uses such as multifamily. (page 80). In acknowledging this guidance, the proposed development includes a minimum requirement of 6 story, 550,000 square foot office development, with structured parking, that is to be included as part of the second phase of the development.

Additionally, the Comprehensive Plan calls for the Town to study possibilities for senior housing as well as developing a medical district around the Methodist Hospital. Given this property's location near the hospital, senior housing seems like a complementary use to a medical district. This proposal does not allow for multifamily development and instead focuses on meeting the increasing demand for diverse senior housing, with medical services, variety of amenities, in a

higher density urban design setting befitting the Tollway frontage. Staff believes that the proposal is in line with the Town's vision for future development.

Development Standards: The development standards for this new PD district were established in coordination between Staff and the applicant based on existing and customized urban development design requirements, as well as the Master Transportation Plan standards. Given the two phases of the proposal, the property has been divided into Sub-district A and Sub-district B. Below is the breakdown of the proposed standards for this property, by sub-district.

Sub-District A

Use: Proposed use for this development is residential, inclusive of independent living, assisted living, and memory care, as well as accessory amenity uses such as listed above.

Proposed uses for this sub-district include:

1. Residential Use is defined as continuing care retirement community, inclusive of independent living, assisted living, and memory care facility, for adults 55 and older.
2. Retail Uses permitted only in connection with and as a part of a "mixed use (with residential) and are defined as:
    1. Barber and beauty shop
    2. Coffee shop, no seating on premises
    3. Convenience store without the sale of alcohol for off-premise consumption, except through a Special Use Permit
    4. Donut and pastry shop, no seating on premises
    5. Drug store, retail sales only
    6. Florist, retail sales only
    7. Health club and Spa, private and public
    8. Optician and optical store
3. Mixed use (with residential). (Defined under article XXX of the Zoning Ordinance)
4. Medical office. (Defined under article XXX of the Zoning Ordinance)

Proposed Special Uses for this sub-district include:

1. Restaurant.
2. Sale of alcohol for on-premises consumption in conjunction with a restaurant
3. Sale of beer and wine for off-premises consumption as part of a convenience store, but not including a store for which beer and wine sales constitute the primary source of revenue for the business

Proposed Accessory Uses for this sub-district include:

1. Community, social, hobby, physical and occupational therapy, beauty/barber salon, health and wellness facilities, health care clinic and associated exam rooms, personal services, business office space for local bank, travel agency or

laundry facilities, for the exclusive use by occupants of a residential development for seniors within the Property which are customary to such residential developments
2. Recreation/open space and facilities
3. Parking and parking structures
4. Other uses customarily incidental and subordinate to permitted uses and any special uses

Building Height: The proposed building height for this sub-district is a minimum of 11 stories, or 129 feet, as reflected on the proposed plans, no maximum height restriction, and all heights to be subject to FAA approval.

Building Setback: The proposed minimum building setback for this sub-district is 10 feet along Addison Road, the new street between Dallas Parkway and Addison Road, and Excel Parkway (as shown on the proposed plans), exclusive of the motor court and loading/delivery areas. The proposed minimum building setback from Dallas Parkway is 30 feet from back of curb. No side yard or rear yard setback is proposed.

Lot Size and Coverage: No minimum lot area, width, or depth are proposed. Maximum lot coverage for this sub-district is proposed at 95%. The proposed development plans show a 4.273-acre lot for this sub-district, with a lot coverage of 51%, 53% with possible future expansion.

Dwelling Unit Size: Minimum residential dwelling unit size is proposed as follows:

Independent Living:	Studio = 800 square feet One Bedroom = 1,018 square feet Two Bedroom = 1,150 square feet
Assisted Living:	Studio = 425 square feet One Bedroom = 570 square feet Two Bedroom = 800 square feet
Memory Care:	Studio = 300 square feet

Building Elevations: The proposed building façade requirement for this sub-district, and as is typical of most districts around Town, is at least 80 percent of the exterior cladding of each exterior wall fronting or visible from public streets (including above grade parking structures) shall be masonry construction. For purposes of this planned development district, “masonry construction” includes, but is not limited to brick, stone, cultured stone, glazing and plate glass, stucco, and split face concrete masonry units. Provided the recent passing of House Bill 2439, Staff is unable to enforce the exterior materials requirement at this time. However, the plans show the south and west elevations would comply with the requirements, and the north and east elevations are just 1-2% below this requirement.

Parking: A parking study was performed for the specific residential use in this sub-district, which determined a sufficient requirement for independent living is 1 parking

space per dwelling unit, for assisted living is .5 of a parking space per dwelling unit, and for memory care is .3 of a parking space per dwelling unit. Given the proposed 148 independent living units, a maximum of 70 assisted living units, and a maximum of 30 memory care units, the total requirement for the residential use is 192 parking spaces. The proposed plans show that 234 parking spaces are provided on site, 160 garage spaces, 42 surface spaces, and 32 on-street spaces.

The proposed sub-district also requires a minimum of 65% of the required parking spaces to be provided within a parking garage and a maximum of 20% of the required parking spaces may be provided in a surface parking lot. Additional parking garage structure requirements will be listed within the ordinance requirements, however, the proposed parking structure for this development is wrapped by the residential units and will not be visible from off site.

The off-street parking requirements for the rest of the uses allowed in this development are proposed as follow:

1. General retail. (1/250 s.f.) One space per each 250 square feet of gross floor area.
2. Restaurant. (1/100 s.f.) One space per each 100 square feet of gross floor area.
3. Medical or dental clinics. (1/200 s.f.) One space per each 200 square feet of gross floor area.
4. Office. (1/300 s.f.) One space per each 300 square feet of gross floor area.
5. Health club or spa. (1/100 s.f.) One space per each 100 square feet of gross floor area.

These parking requirements are similar to what is found in other mixed-use developments. Additionally, there will be a provision allowing the developer to demonstrate through a parking study that parking can be shared between uses because they are likely to be used in alternating time periods in order to have these parking requirements adjusted accordingly.

Open Space: Typically, the Town has an open space dedication requirement of two acres for every 1,000 residents. The number of residents is determined by taking the dwelling unit count and assuming 1.5 persons per unit. Given the limitations of residents that will occupy the assisted living units and the memory care units, Staff and the applicant have agreed to exempt the memory care units from these calculations, and only count 1/3 of the residents of the assisted living units. Given these ratios, this development would be required to provide a 20,907 square foot or .48 acres open space. This does not yield a functional, nor a financially sustainable public open space. Therefore, Staff and the applicant are proposing a fee in lieu of the parkland dedication. This fee would be calculated using the 20,907 square feet multiplied by an agreed upon market value of the land. This fee would be used to either purchase new park land or make capacity improvements to existing parks in the future.

Streetscape: The Master Transportation Plan provides streetscape standards for various street types. Addison Road is defined as a Minor Arterial which requires a 15 foot sidewalk, inclusive of the tree beds along the street. In coordination with the Parks Department, and

given the Town's desire to expand Addison Road, the applicant has dedicated a portion of the right-of-way toward the expansion and provided a commitment to meet additional lighting and trail requirements. Excel Parkway is also as a Minor Arterial, however in an effort to mimic the Addison Circle streetscape and paving requirements, Staff encouraged the applicant to provide Commercial Collector with Urban Pedestrian standards of an eight foot sidewalk and six foot parkway buffer, without the on-street parking. Similarly, the anticipated street along the southern edge of Sub-District A is also to be classified as a Commercial Collector and follow the Urban Pedestrian standards of an eight foot sidewalk and six foot parkway buffer, with the on-street parking provided on both sides. The Dallas Parkway streetscape is required to have an eight-foot sidewalk with parkway and landscape buffers with trees on either side. The proposed plans follow these requirements.

Landscaping: The landscaping must comply with the Town's landscaping regulations. and the proposed landscape plans have been reviewed by the Parks Department to ensure compliance. The plans show that the applicant is proposing to comply with the landscape requirements as provided by the Urban Center district and the Town's Landscape Regulations.

Fire: The Fire Department has reviewed the proposed plans and anticipate an increase of about one EMS call a day. The Fire Department does not anticipate needing to make any immediate changes at this time but will revisit call volumes and response times in order to ensure seamless operations when the development comes online.

Sub-District B

The Concept Plan shows this sub-district as having a minimum of 6 stories and minimum of 550,000 square feet of office space, with 70% structured parking. The development standards for this sub-district should be determined at the time when this development comes forward through the zoning process.

RECOMMENDATION: **APPROVAL**

Senior living development has been at the top of many conversations over the recent years. Given that there is no senior living development within the Town and limited development within a close proximity, there has been a growing demand for the establishment of a senior living facility, with a variety of service options and diverse living accommodations. The proposed development aims to satisfy this market demand by providing a high end, higher density, senior living product with a range of services and amenities that uphold the Town's standard of living and meet the Town's desire to achieve urban design and pedestrian friendly environment.

Staff believes the proposed development meets the Town's vision and expectation for development along the Tollway, as well as future development in general.

Case 1816-Z/Addison Senior Living

September 15, 2020

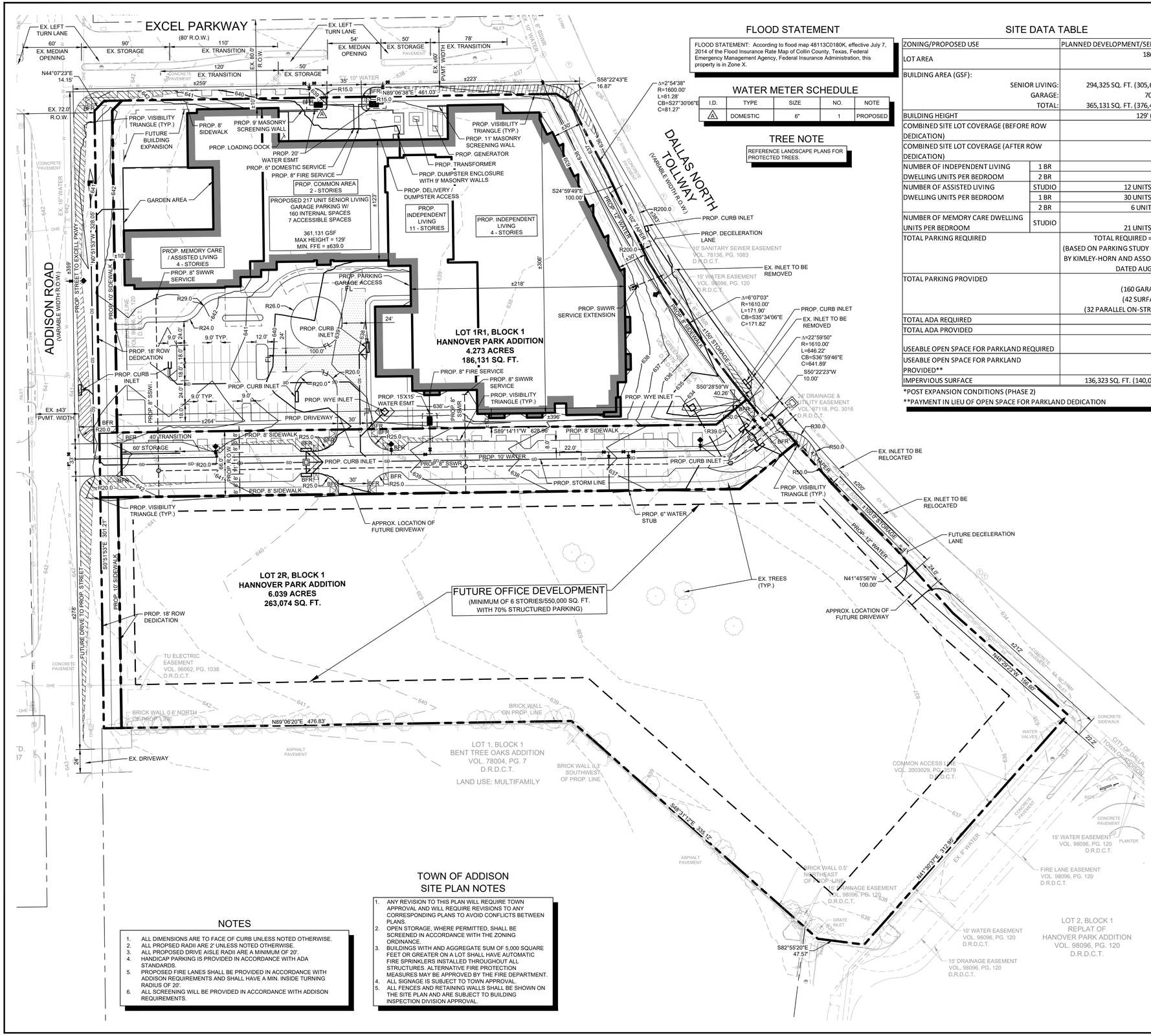
COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 15, 2020, voted to recommend approval of an ordinance changing the zoning on a 11.607-acre property located at the southwest corner of Dallas Parkway and Excel Parkway, from PD, Planned Development, to a new PD district in order to allow a senior living development of an 11-story, 294,325 square-foot, 217 dwelling-unit senior living facility, with the possibility to expand to 248 units, a 70,806 square-foot structured parking garage, and future office development, without conditions.

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers, Wheeler
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none



FLOOD STATEMENT

FLOOD STATEMENT: According to flood map 48113C0180K, effective July 7, 2014 of the Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is in Zone X.

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	NOTE
⚠	DOMESTIC	6"	1	PROPOSED

TREE NOTE

REFERENCE LANDSCAPE PLANS FOR PROTECTED TREES.

SITE DATA TABLE

ZONING/PROPOSED USE		PLANNED DEVELOPMENT/SENIOR LIVING
LOT AREA		186,131 SQ. FT. 4.273 AC.
BUILDING AREA (GSF):		
SENIOR LIVING:		294,325 SQ. FT. (305,605 SQ. FT.*)
GARAGE:		70,806 SQ. FT.
TOTAL:		365,131 SQ. FT. (376,411 SQ. FT.*)
BUILDING HEIGHT		129' (11 STORIES)
COMBINED SITE LOT COVERAGE (BEFORE ROW DEDICATION)		50% (51%*)
COMBINED SITE LOT COVERAGE (AFTER ROW DEDICATION)		51% (53%*)
NUMBER OF INDEPENDENT LIVING	1 BR	74 UNITS
DWELLING UNITS PER BEDROOM	2 BR	74 UNITS
NUMBER OF ASSISTED LIVING	STUDIO	12 UNITS (20 UNITS*)
DWELLING UNITS PER BEDROOM	1 BR	30 UNITS (42 UNITS*)
	2 BR	6 UNITS (8 UNITS*)
NUMBER OF MEMORY CARE DWELLING UNITS PER BEDROOM	STUDIO	21 UNITS (30 UNITS*)
TOTAL PARKING REQUIRED		TOTAL REQUIRED = 192 SPACES (BASED ON PARKING STUDY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. DATED AUGUST 6, 2020)
TOTAL PARKING PROVIDED		234 SPACES (160 GARAGE SPACES) (42 SURFACE SPACES) (32 PARALLEL ON-STREET SPACES)
TOTAL ADA REQUIRED		7 SPACES
TOTAL ADA PROVIDED		7 SPACES
USEABLE OPEN SPACE FOR PARKLAND REQUIRED		20,907 SF
USEABLE OPEN SPACE FOR PARKLAND PROVIDED**		0 SF**
IMPERVIOUS SURFACE		136,323 SQ. FT. (140,078 SQ. FT.*)

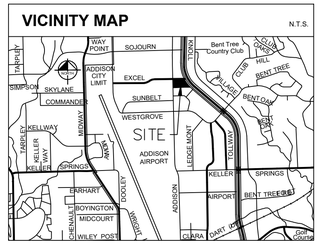
*POST EXPANSION CONDITIONS (PHASE 2)
**PAYMENT IN LIEU OF OPEN SPACE FOR PARKLAND DEDICATION

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100
1":50' SCALE ON 22"X34"

VICINITY MAP

N.T.S.



LEGEND

- PROPOSED PROPERTY LINE
- FL FL — PROPOSED FIRELANE
- PROPOSED EASEMENT LINE
- 686 — PROPOSED CONTOUR LINE
- 686 — EXISTING CONTOUR LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- SD — PROPOSED STORM SEWER LINE
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER LINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- BARRIER FREE RAMP (BFR)
- EX. — EXISTING
- PROP. — PROPOSED
- TYP. — TYPICAL

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL PROPSED RADII ARE 2' UNLESS NOTED OTHERWISE.
3. ALL PROPOSED DRIVE AISLE RADII ARE A MINIMUM OF 20'.
4. HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.
5. PROPOSED FIRE LANES SHALL BE PROVIDED IN ACCORDANCE WITH ADDISON REQUIREMENTS AND SHALL HAVE A MIN. INSIDE TURNING RADIUS OF 20'.
6. ALL SCREENING WILL BE PROVIDED IN ACCORDANCE WITH ADDISON REQUIREMENTS.

TOWN OF ADDISON SITE PLAN NOTES

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

ACTION			
APPROVED		DENIED	
STAFF	Date		Initials
COUNCIL	Date		Initials

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

TOWN PROJECT #: 1816-Z

ADDISON ROAD SENIOR LIVING

SITE PLAN

FOR

4.273 ACRES OF

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020

DEVELOPER:	ARCHITECT:	CIVIL ENGINEER:
MADISON MARQUETTE	PRDG, LLC.	KIMLEY-HORN AND ASSOCIATES, INC.
2828 Routh Street, Suite 700	3535 Travis Street, Suite 265	13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75201	Dallas, Texas 75204	Dallas, Texas 75240
Tel. No. 972-421-3371	Tel. No. 214-915-8416	Tel. No. 972-770-1300
Contact: Peter Phillips	Contact: Gordon Gilmore, AIA	Contact: Jeffery W. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
TEL: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JEFFREY W. DOLIAN, P.E.
P.E. No. 114926 Date SEPT. 2020

PROJECT No. 064510801
DATE: SEPT. 1, 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

SHEET NUMBER
C-101

SITE PLAN

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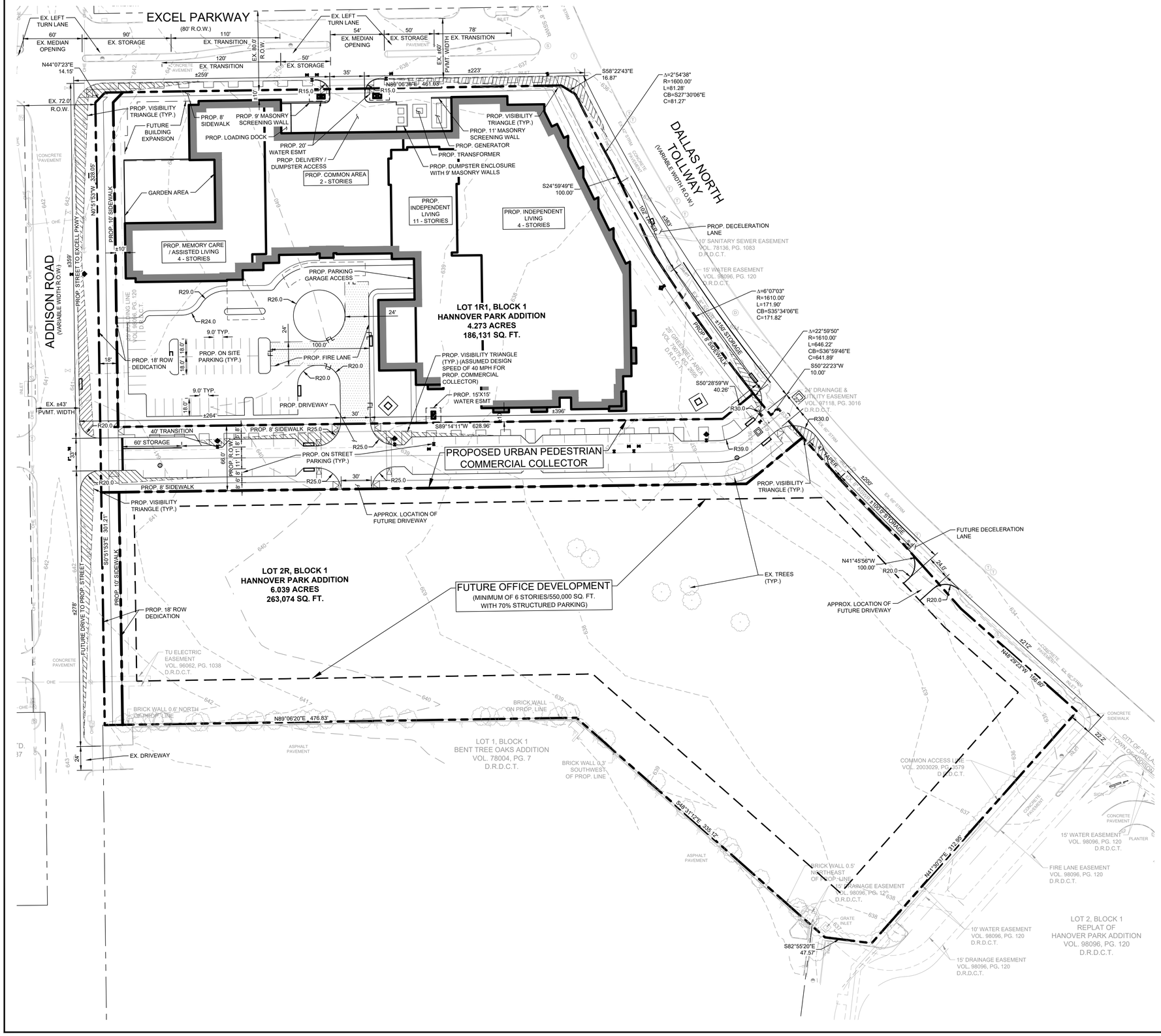



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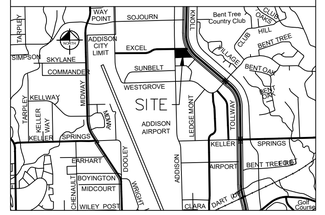
VICINITY MAP

N.T.S.



LEGEND

- PROPERTY LINE
- FL FL — PROPORES FIRELANE
- EXISTING EASEMENT LINE
- 686 — EXISTING CONTOUR LINE
- FIRE HYDRANT
- EXISTING TREE

USE TABLE

LOT	AREA (SQ. FT.)	AREA (AC.)	USE
LOT 1R1, BLOCK 1	186,131	4.273	SENIOR LIVING
LOT 2R, BLOCK 1	263,074	6.039	OFFICE
R.O.W. DEDICATION	56,406	1.295	ROW
TOTAL	505,611	11.607	--

TOWN PROJECT #: 1816-Z

ADDISON ROAD SENIOR LIVING

CONCEPT PLAN
FOR
4.273 ACRES OF

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
Dallas, TX 75201
Tel. No. 972-421-3371
Contact: Peter Phillips

ARCHITECT:
PRDG, LLC.
3535 Travis Street, Suite 265
Dallas, Texas 75204
Tel. No. 214-915-8416
Contact: Gordon Gilmore, AIA

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Tel. No. 972-770-1300
Contact: Jeffery W. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
(972) 770-1300 FAX: (972) 239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JEFFREY W. DOLIAN, P.E.
P.E. No. 114926 Date SEPT. 2020.

PROJECT No. 064510801
DATE: SEPT. 1, 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

CONCEPT PLAN

SHEET NUMBER
C-102

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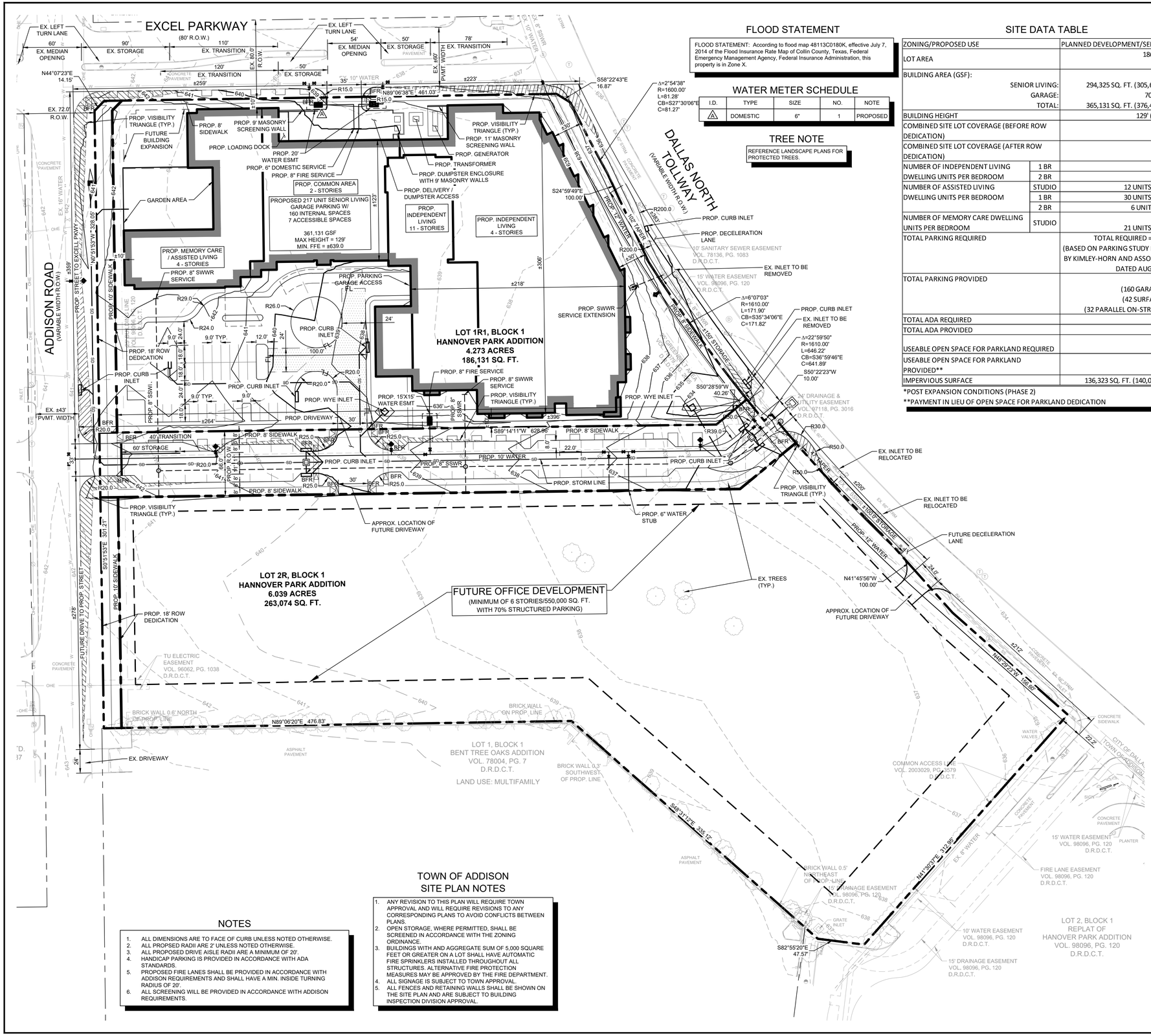


FLOOD STATEMENT

FLOOD STATEMENT: According to flood map 48113C0180K, effective July 7, 2014 of the Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is in Zone X.

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	NOTE
⚠	DOMESTIC	6"	1	PROPOSED

TREE NOTE

REFERENCE LANDSCAPE PLANS FOR PROTECTED TREES.

SITE DATA TABLE

ZONING/PROPOSED USE		PLANNED DEVELOPMENT/SENIOR LIVING
LOT AREA		186,131 SQ. FT. 4.273 AC.
BUILDING AREA (GSF):		
SENIOR LIVING:		294,325 SQ. FT. (305,605 SQ. FT.*)
GARAGE:		70,806 SQ. FT.
TOTAL:		365,131 SQ. FT. (376,411 SQ. FT.*)
BUILDING HEIGHT		129' (11 STORIES)
COMBINED SITE LOT COVERAGE (BEFORE ROW DEDICATION)		50% (51%*)
COMBINED SITE LOT COVERAGE (AFTER ROW DEDICATION)		51% (53%*)
NUMBER OF INDEPENDENT LIVING	1 BR	74 UNITS
DWELLING UNITS PER BEDROOM	2 BR	74 UNITS
NUMBER OF ASSISTED LIVING	STUDIO	12 UNITS (20 UNITS*)
DWELLING UNITS PER BEDROOM	1 BR	30 UNITS (42 UNITS*)
	2 BR	6 UNITS (8 UNITS*)
NUMBER OF MEMORY CARE DWELLING UNITS PER BEDROOM	STUDIO	21 UNITS (30 UNITS*)
TOTAL PARKING REQUIRED		TOTAL REQUIRED = 192 SPACES (BASED ON PARKING STUDY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. DATED AUGUST 6, 2020)
TOTAL PARKING PROVIDED		234 SPACES (160 GARAGE SPACES) (42 SURFACE SPACES) (32 PARALLEL ON-STREET SPACES)
TOTAL ADA REQUIRED		7 SPACES
TOTAL ADA PROVIDED		7 SPACES
USEABLE OPEN SPACE FOR PARKLAND REQUIRED		20,907 SF
USEABLE OPEN SPACE FOR PARKLAND PROVIDED**		0 SF**
IMPERVIOUS SURFACE		136,323 SQ. FT. (140,078 SQ. FT.*)

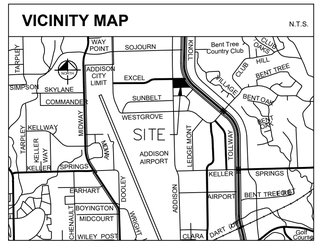
*POST EXPANSION CONDITIONS (PHASE 2)
**PAYMENT IN LIEU OF OPEN SPACE FOR PARKLAND DEDICATION

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100
1":50' SCALE ON 22"X34"

VICINITY MAP

N.T.S.



LEGEND

- PROPOSED PROPERTY LINE
- FL FL — PROPOSED FIRELANE
- PROPOSED EASEMENT LINE
- 686 — PROPOSED CONTOUR LINE
- 686 — EXISTING CONTOUR LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- SD — PROPOSED STORM SEWER LINE
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER LINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- BARRIER FREE RAMP (BFR)
- EX. — EXISTING
- PROP. — PROPOSED
- TYP. — TYPICAL

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL PROPSED RADII ARE 2' UNLESS NOTED OTHERWISE.
3. ALL PROPOSED DRIVE AISLE RADII ARE A MINIMUM OF 20'.
4. HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.
5. PROPOSED FIRE LANES SHALL BE PROVIDED IN ACCORDANCE WITH ADDISON REQUIREMENTS AND SHALL HAVE A MIN. INSIDE TURNING RADIUS OF 20'.
6. ALL SCREENING WILL BE PROVIDED IN ACCORDANCE WITH ADDISON REQUIREMENTS.

TOWN OF ADDISON SITE PLAN NOTES

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

ACTION			
APPROVED		DENIED	
STAFF	Date		Initials
COUNCIL	Date		Initials

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

TOWN PROJECT #: 1816-Z

ADDISON ROAD SENIOR LIVING

SITE PLAN

FOR

4.273 ACRES OF

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020

DEVELOPER:	ARCHITECT:	CIVIL ENGINEER:
MADISON MARQUETTE	PRDG, LLC.	KIMLEY-HORN AND ASSOCIATES, INC.
2828 Routh Street, Suite 700	3535 Travis Street, Suite 265	13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75201	Dallas, Texas 75204	Dallas, Texas 75240
Tel. No. 972-421-3371	Tel. No. 214-915-8416	Tel. No. 972-770-1300
Contact: Peter Phillips	Contact: Gordon Gilmore, AIA	Contact: Jeffery W. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
TEL: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PRELIMINARY
FOR REVIEW ONLY
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Kimley»Horn
Engineer: JEFFREY W. DOLIAN, P.E.
P.E. No. 114926 Date SEPT. 2020

PROJECT No. 064510801
DATE: SEPT. 1, 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

SHEET NUMBER
C-101

SITE PLAN

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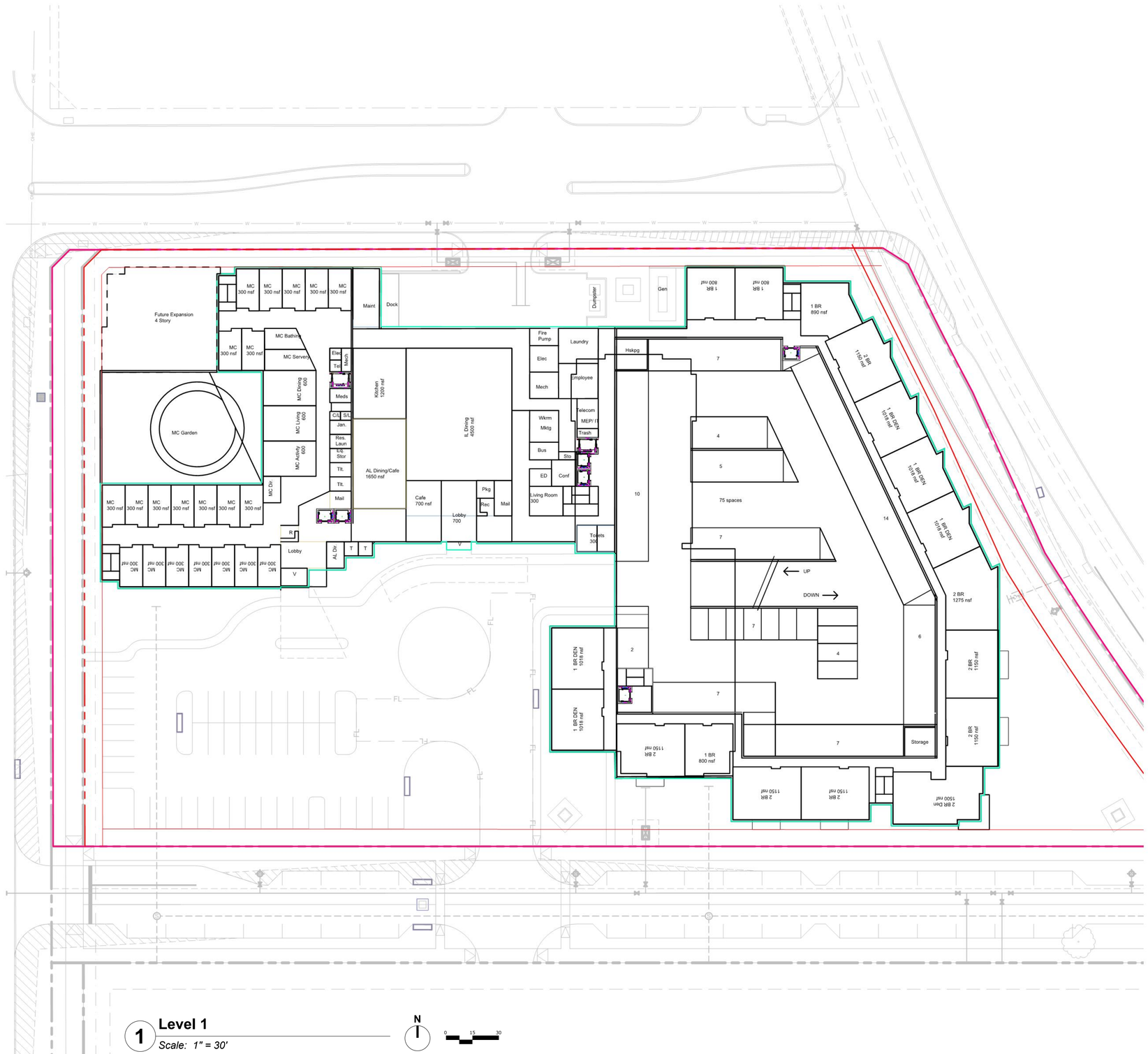

1 **Level 1**
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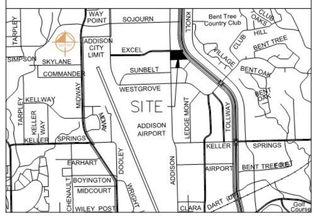
VICINITY MAP

N.T.S.



UNIT TABLE

TYPE	NUMBER OF UNITS	SIZE
IL-A	28	800 sf
IL-B	46	1018 sf
IL-C	48	1150 sf
IL-D	26	1500 sf
AL-A	12	300 sf
AL-B	30	425 sf
AL-C	6	800 sf
MC-A	21	300 sf
TOTAL:	217	

UNIT TABLE (Future Expansion)

TYPE	NUMBER OF UNITS	SIZE
AL-A	8	300 sf
AL-B	12	425 sf
AL-C	2	800 sf
MC-A	9	300 sf
TOTAL:	31	

CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

OVERALL
FLOOR PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
Dallas, TX 75201
Tel. No. 972-421-3371
Contact: Peter Phillips

ARCHITECT:
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Tel. No. 972-770-1300
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No.	REVISIONS	DATE	BY

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13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FLOOR PLANS

SHEET NUMBER
A-101

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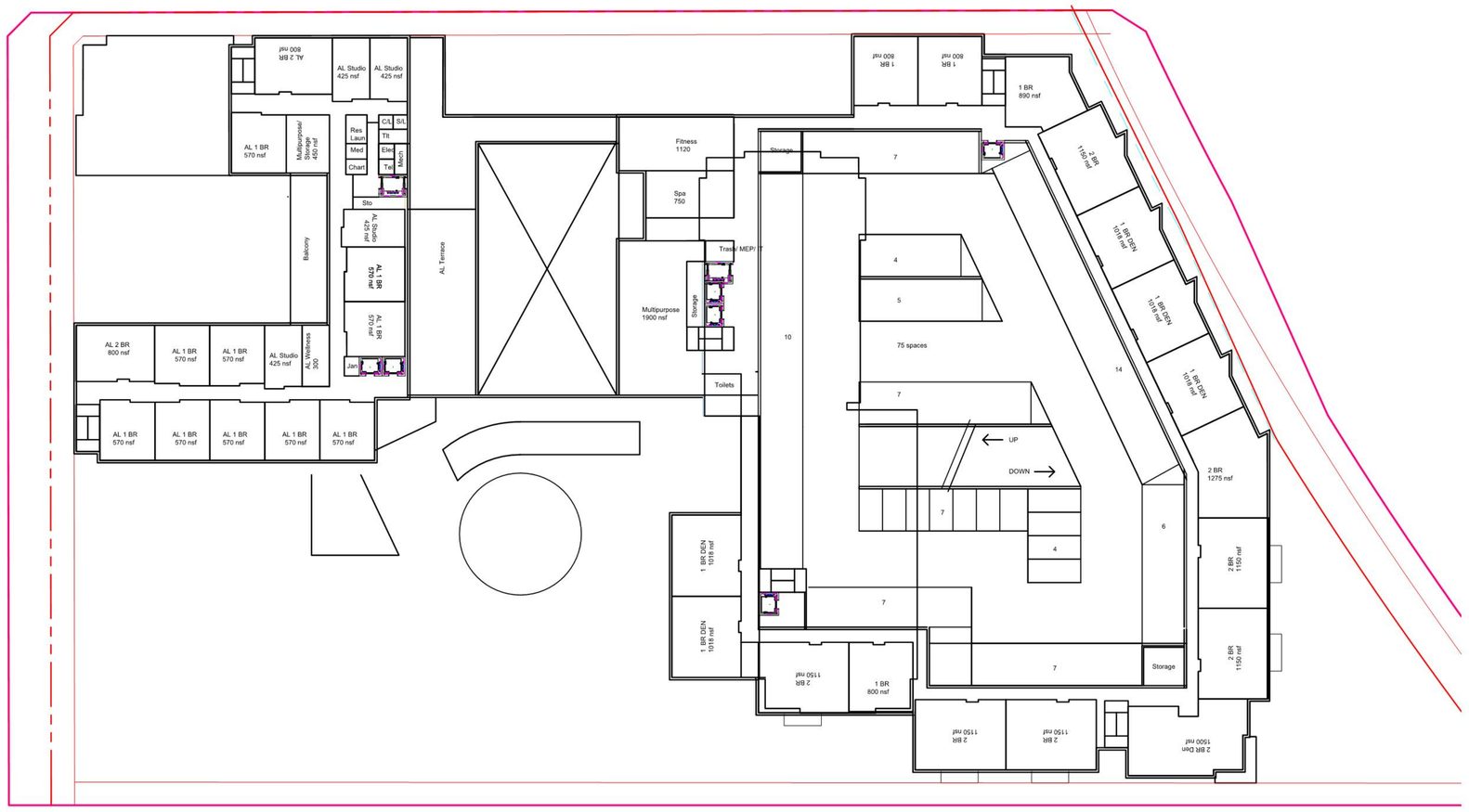

1 **Level 2**

Scale: 1" = 30'

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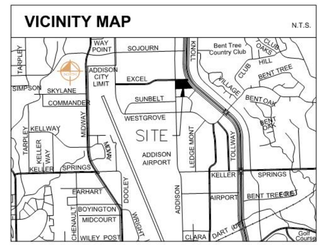

CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

OVERALL
FLOOR PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
Dallas, TX 75201
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Contact: Peter Phillips

ARCHITECT:
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Contact: Gordon Gilmore, AIA

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Tel. No. 972-770-1300
Contact: Jeffery A. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FLOOR PLANS

SHEET NUMBER
A-102

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1 Level 3
Scale: 1" = 30'

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VICINITY MAP

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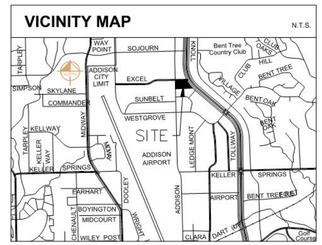

CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

OVERALL FLOOR PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
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ABSTRACT NO. 792
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DATE: SEPTEMBER 2, 2020

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2828 Routh Street, Suite 700
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Contact: Peter Phillips

ARCHITECT:
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Contact: Jeffery A. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
75240 (972) 770-1300 FAX (972) 239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No.	064510801
DATE:	JULY 2020
SCALE:	AS SHOWN
DESIGNED BY:	ABG
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ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FLOOR PLANS

SHEET NUMBER
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1 **Level 4**
Scale: 1" = 30'

N

0 15 30

VICINITY MAP

N.T.S.



CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

OVERALL
FLOOR PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
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ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 17, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
Dallas, TX 75201
Tel. No. 972-421-3371
Contact: Peter Phillips

ARCHITECT:
PRDG, LLC.
3535 Travis Street, Suite 265
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Tel. No. 972-770-1300
Contact: Jeffery A. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FLOOR PLANS

SHEET NUMBER
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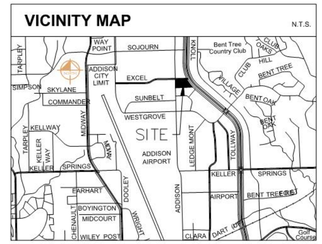

1 **Levels 5-10**

Scale: 1" = 30'

N

0 15 30

CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

OVERALL
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LOT 1R, BLOCK 1
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CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Tel. No. 972-770-1300
Contact: Jeffery A. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FLOOR PLANS

SHEET NUMBER
A-105

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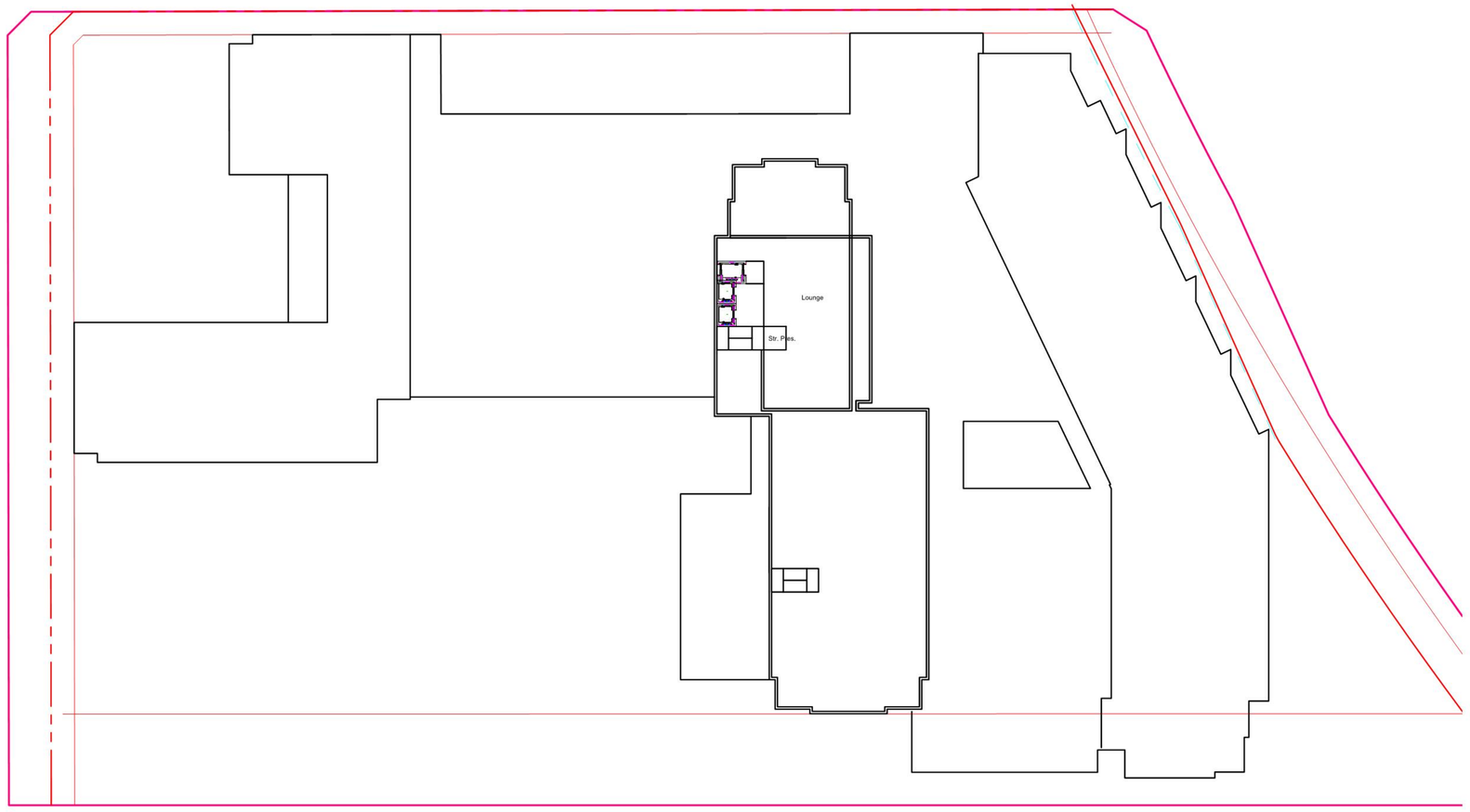
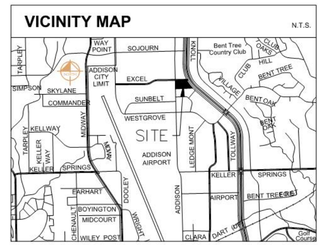


1 **Level 11**
Scale: 1" = 30'



CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

OVERALL
FLOOR PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
Dallas, TX 75201
Tel. No. 972-421-3371
Contact: Peter Phillips

ARCHITECT:
PRDG, LLC.
3535 Travis Street, Suite 265
Dallas, Texas 75204
Tel. No. 214-915-8416
Contact: Gordon Gilmore, AIA

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Tel. No. 972-770-1300
Contact: Jeffery A. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FLOOR PLANS

SHEET NUMBER
A-106

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Exterior Material Calculations

Exterior Material	(1) South		(2) West		(3) North		(4) East		Total Surface Area	
Brick	11,730 sf	40.6%	17,474 sf	57.9%	12,317 sf	50.7%	11,495 sf	38.1%	**53,016 sf**	**46.7%**
Metal Panel	3,893 sf	13.5%	4,276 sf	14.2%	5,135 sf	21.1%	6,130 sf	20.3%	**19,434 sf**	**17.1%**
Stucco	3,497 sf	12.1%	- sf	-%	654 sf	2.7%	60 sf	0.2%	**4,211 sf**	**3.7%**
Glazing	9,764 sf	33.8%	8,436 sf	27.9%	6,183 sf	25.5%	12,508 sf	41.4%	**36,891 sf**	**32.5%**
Total Surface Area	**28,884 sf**	***100.0%***	**30,186 sf**	***100.0%***	**24,289 sf**	***100.0%***	**30,193 sf**	***100.0%***	**113,552 sf**	***100.0%***

*Surface area calculated based on materials visible in 2D elevation drawings. (ex: material returns not calculated.)
*Railing materials on balconies not included in calculations.

FACADE PLAN NOTES

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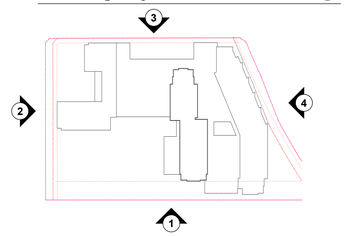
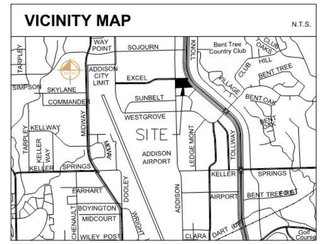
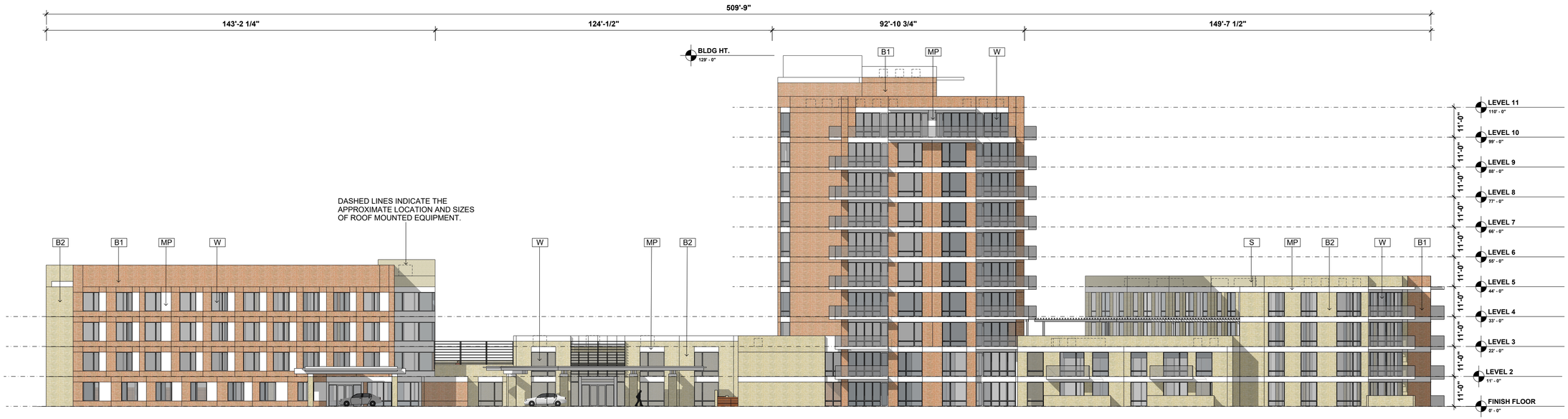
Building Key Plan



VICINITY MAP

N.T.S.





1 SOUTH ELEVATION (FRONT)

Scale: 1" = 20'

0 5 10 20

CITY PROJECT # 1816-Z

Exterior Material Legend:



B1 - BRICK
MANUFACTURER: Acme
COLOR: Red Sunset - DTP 150

B2 - BRICK
MANUFACTURER: Acme
COLOR: Weatherwood Gray - DTP 107

MP- METAL PANEL
MANUFACTURER: CENTRIA
Formawall Dimension Series - FWDS
COLOR: Colonial White

S - STUCCO
Cement Stucco with Integral color
COLOR: LaHabra
Fallbrook – X434

W - WINDOW
Jeld-Wen V-4500 (vinyl) (lowrise) - with insulating low-E glass(clear)
Extruded aluminum frames (highrise) – with insulating low-E glass(clear)

ADDISON ROAD SENIOR LIVING

OVERALL FACADE PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020

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2828 Routh Street, Suite 700
Dallas, TX 75201
Tel. No. 972-421-3371
Contact: Peter Phillips

ARCHITECT:
PRDG, LLC.
3535 Travis Street, Suite 265
Dallas, Texas 75204
Tel. No. 214-915-8416
Contact: Gordon Gilmore, AIA

CIVIL ENGINEER:
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13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Tel. No. 972-770-1300
Contact: Jeffery A. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: (972) 770-1300 FAX: (972) 239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FACADE PLANS

SHEET NUMBER
A-401

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LAYOUT LINEX-22X4
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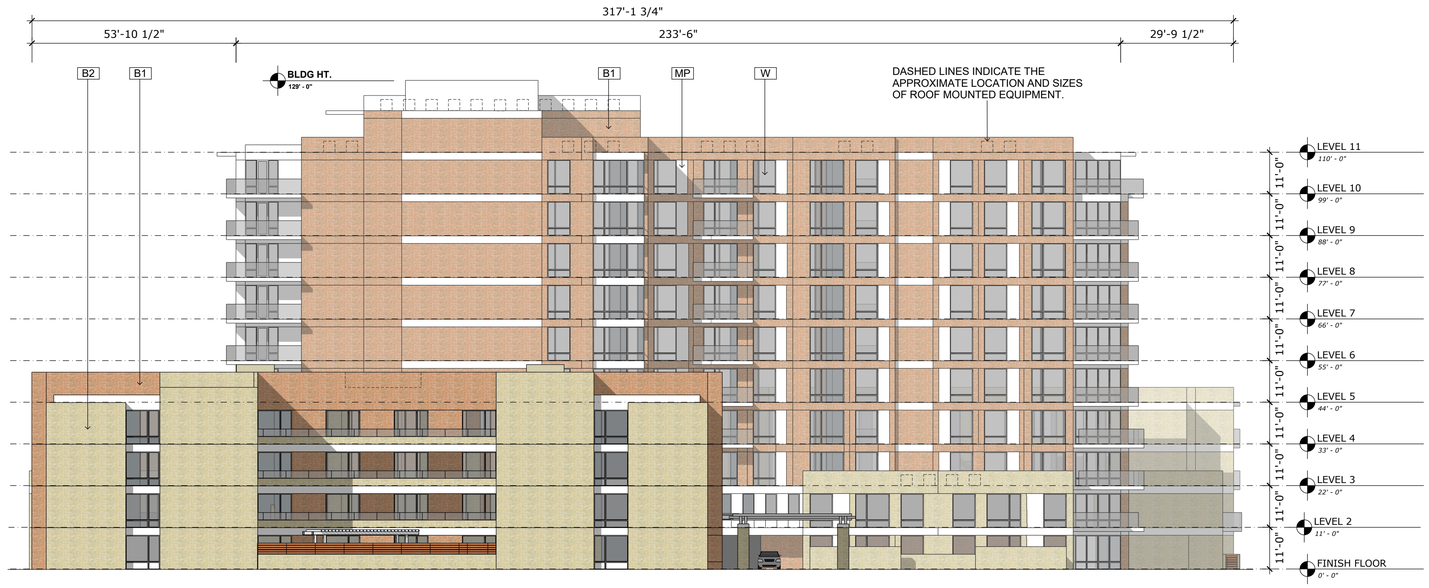
*Railing materials on balconies not included in calculations.



2 WEST ELEVATION
Scale: 1" = 20'
0 5 10 20

Exterior Material Legend:

B1 - BRICK
MANUFACTURER: Acme
COLOR: Red Sunset - DTP 150

B2 - BRICK
MANUFACTURER: Acme
COLOR: Weatherwood Gray - DTP 107

MP- METAL PANEL
MANUFACTURER: CENTRIA
Formawall Dimension Series - FWDS
COLOR: Colonial White

S - STUCCO
Cement Stucco with Integral color
COLOR: LaHabra
Fallbrook – X434

W - WINDOW
Jeld-Wen V-4500 (vinyl) (lowrise) - with insulating low-E glass(clear)
Extruded aluminum frames (highrise) – with insulating low-E glass(clear)

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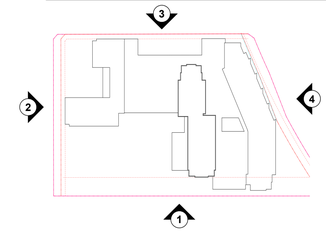
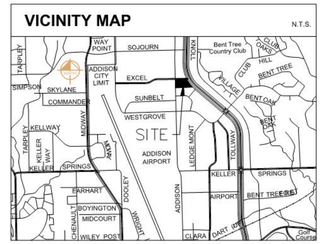
Building Key Plan



VICINITY MAP

N.T.S.



CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

OVERALL FACADE PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
Dallas, TX 75201
Tel. No. 972-421-3371
Contact: Peter Phillips

ARCHITECT:
PRDG, LLC.
3535 Travis Street, Suite 265
Dallas, Texas 75204
Tel. No. 214-915-8416
Contact: Gordon Gilmore, AIA

CIVIL ENGINEER:
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13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Tel. No. 972-770-1300
Contact: Jeffery A. Dollan, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
75240, (972) 770-1300, FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM: E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FACADE PLANS

SHEET NUMBER
A-402

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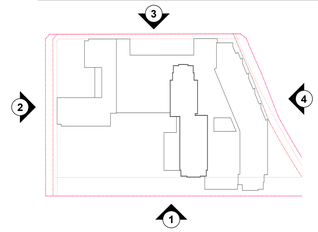
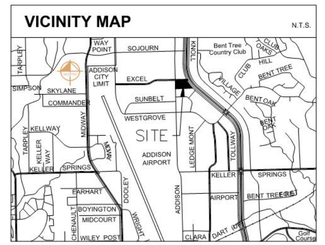
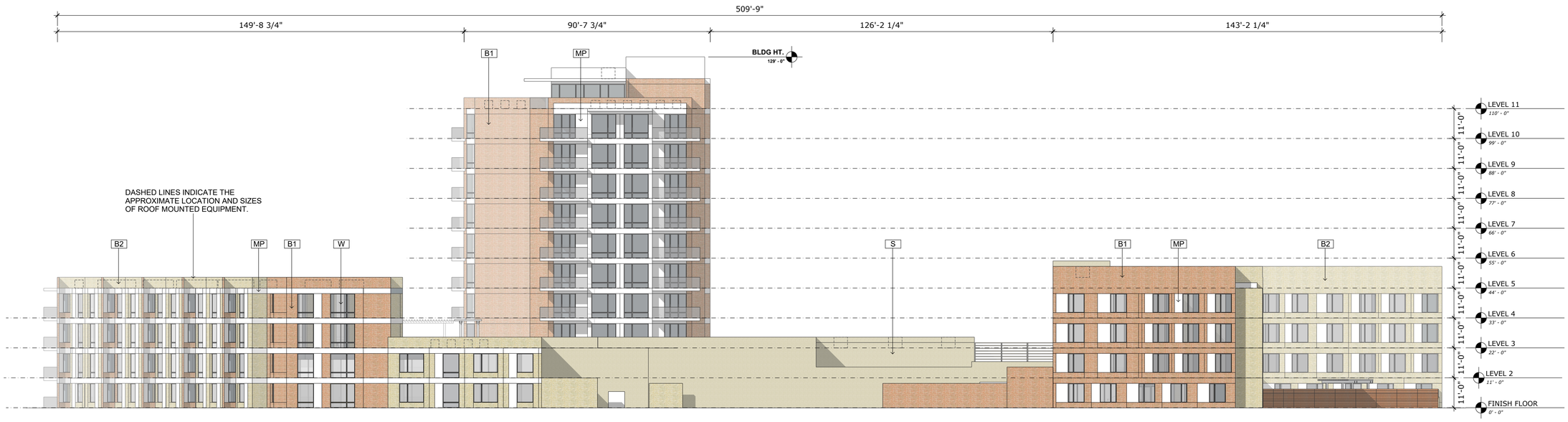
Building Key Plan



VICINITY MAP

N.T.S.





3 NORTH ELEVATION

Scale: 1" = 20'

0 5 10 20

CITY PROJECT # 1816-Z

Exterior Material Legend:

B1 - BRICK
MANUFACTURER: Acme
COLOR: Red Sunset - DTP 150

B2 - BRICK
MANUFACTURER: Acme
COLOR: Weatherwood Gray - DTP 107

MP- METAL PANEL
MANUFACTURER: CENTRIA
Formawall Dimension Series - FWDS
COLOR: Colonial White

S - STUCCO
Cement Stucco with Integral color
COLOR: LaHabra
Fallbrook – X434

W - WINDOW
Jeld-Wen V-4500 (vinyl) (lowrise) - with insulating low-E glass(clear)
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ADDISON ROAD SENIOR LIVING

OVERALL FACADE PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
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DATE: SEPTEMBER 2, 2020

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Tel. No. 972-770-1300
Contact: Jeffery A. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
75240, (972) 770-1300, FAX (972) 239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FACADE PLANS

SHEET NUMBER
A-403

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LAYOUT NAME 3 - NORTH ELEVATION
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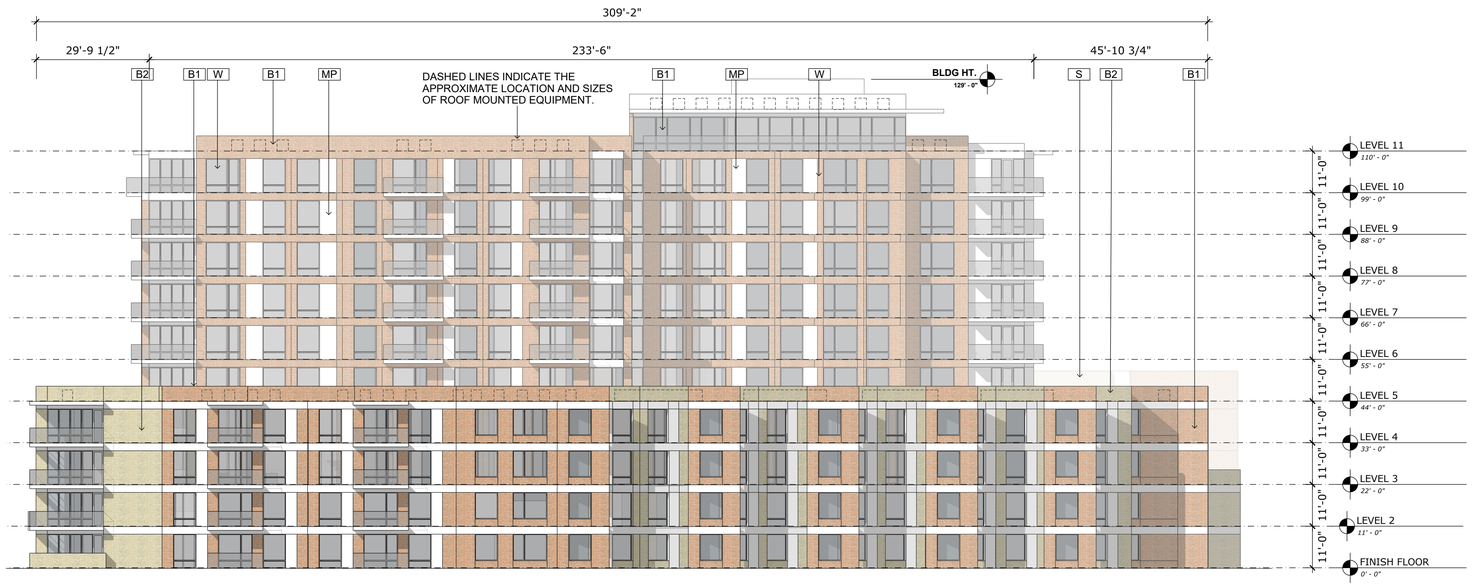
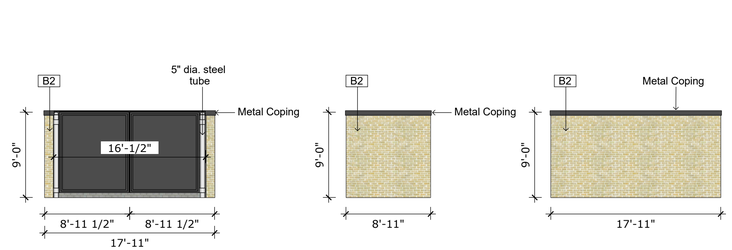


4 EAST ELEVATION

Scale: 1" = 20'



5 Dumpster Elevations

Scale: 1/8" = 1'

Exterior Material Legend:

B1 - BRICK
MANUFACTURER: Acme
COLOR: Red Sunset - DTP 150

B2 - BRICK
MANUFACTURER: Acme
COLOR: Weatherwood Gray - DTP 107

MP- METAL PANEL
MANUFACTURER: CENTRIA
Formawall Dimension Series - FWDS
COLOR: Colonial White

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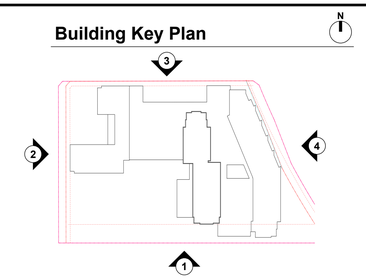
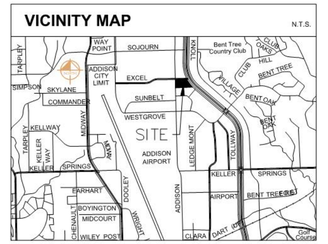


VICINITY MAP

N.T.S.



CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

OVERALL FACADE PLANS

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
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Tel. No. 972-421-3371
Contact: Peter Phillips

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3535 Travis Street, Suite 265
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Tel. No. 972-770-1300
Contact: Jeffery A. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
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75240, (972) 770-1300, FAX (972) 239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL FACADE PLANS

SHEET NUMBER
A-404

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IMAGES
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DWG NAME C:\USERS\LEEVERS\DESKTOP\PMRG ADDISON JULY 10\DEADLINE\X-22X4.DWG
LAYOUT TAB X-22X4
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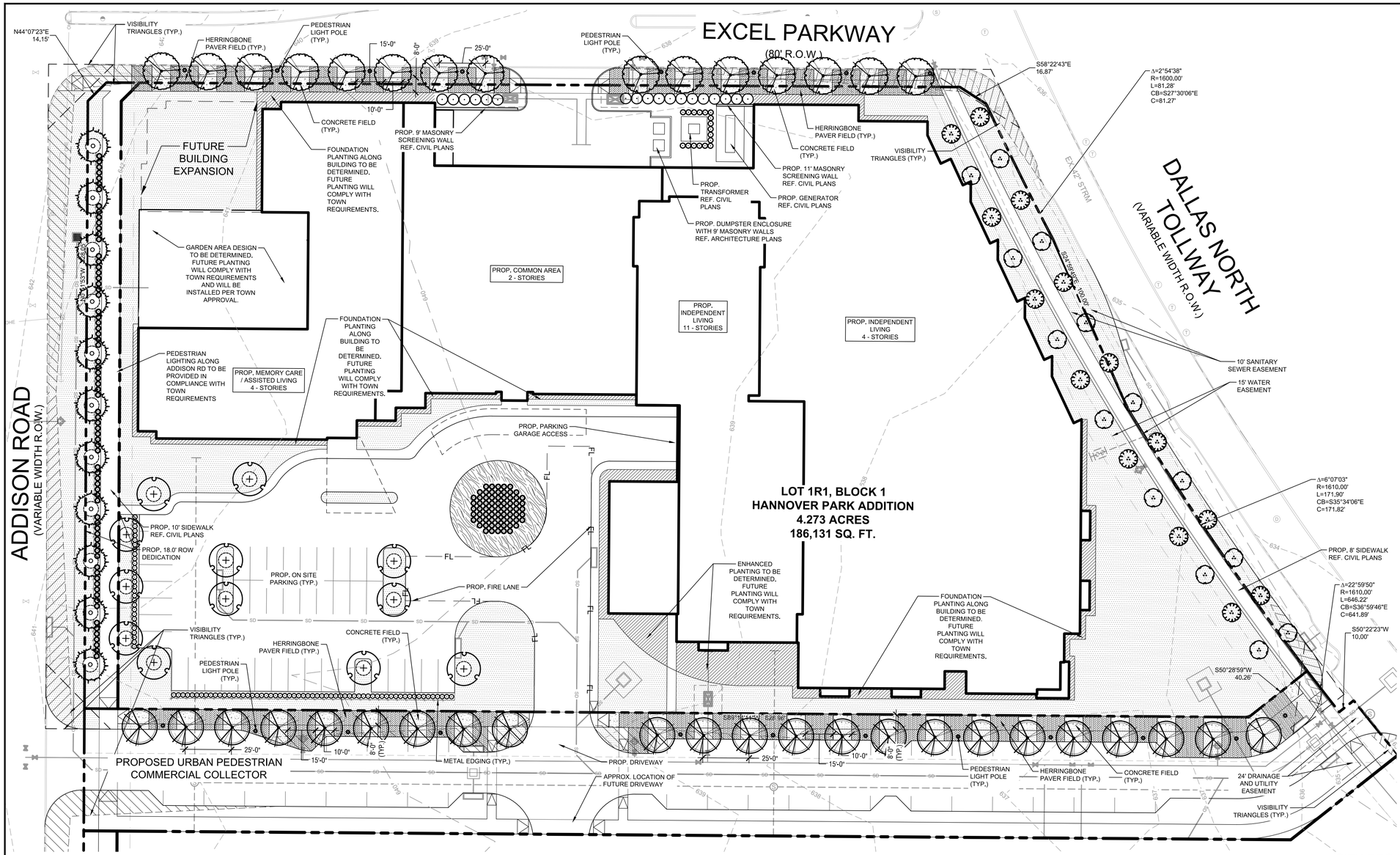

VICINITY MAP

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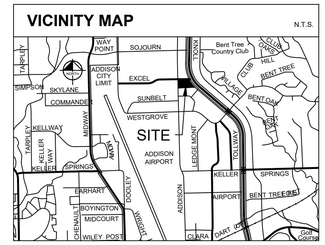

City of Addison, TX Landscape Requirements - Article XXI

Site Area: 4.273 acres (186,131 SF) Lot 1R1, Block 1

Section 7: Landscape Design Standards	Required	Provided
Minimum landscape area should be 20% of the total site area.		
186,131 SF x 20% = 37,226 SF	20% 37,226 SF	34.16% 63,582 SF
A. Street Landscape Buffer		
A twenty-foot wide landscape buffer strip shall be provided along the entire length of the portion of the perimeter of the lot where a public or private street exists	20' wide buffer	20' wide buffer
The minimum requirement for street landscape buffers shall be one 4" caliper shade tree for each 30 LF of frontage and evergreen shrubs planted 3-3.5 on center.		
Excel Pkwy: 433 LF / 30 LF = 14 Trees *Dallas N Tollway:* 373 LF / 30 LF = 12 Trees *Private Rd:* 640 LF / 30 LF = 21 Trees *Addison Rd:* 342 LF / 30 LF = 11 Trees	14 Trees 12 Trees 21 Trees 11 Trees	15 Trees 28 Ornamental Trees 24 Trees 11 Trees
B. Off-Street Loading Spaces		
All off-street loading spaces on site shall be screend from all public and private steets adjacent to the site. Evergreen shrubs, at least 6' ht, three feet on center in a single row.	Evergreen shrubs in a single row	Evergreen shrubs in a single row
D. Parking Lot Screening		
Surface parking lot screening must be at least 3.5 feet higher than the finished elevation of the adjacent parking lot. Evergreen shrub planted three feet on center in a single row in a bed at least 42 inches wide.	Evergreen shrubs in a single row, min. 42" wide	Evergreen shrubs in a single row, min. 42" wide
E. Parking Lot Landscaping; Perimeter		
The perimeter parking lot landscape strip shall be at least 5 feet wide for sites larger than 10,000 SF. Minimum requirement for perimeter landscaping 5 feet wide and greater shall be one 4" caliper shade tree for each 35 LF of perimeter and one shrub planted 3-3.5 feet on center.	Yes	Yes
266 LF of perimeter parking / 35 LF = 8 Trees	8 Trees	8 Trees
F. Parking Lot Landscaping; Interior Area		
The required percentage of interior parking lot landscaping shall be 5% for 7,000 - 49,999 SF of interior parking area.		
15,877 SF Interior Parking x 5% = 794 SF Planting Area	794 SF Planting Area	852 SF Planting Area
Large shade trees must be provided in each parking lot at minimum average density of one shade tree for each ten required parking spaces on the lot.	Yes	Yes
42 Parking Spaces / 10 = 4 Trees	4 Trees	4 Trees
No required parking space may be located further than 50 feet from the trunk of shade tree, or farther than 75 feet from two or more shade trees.	Yes	Yes

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	ROOT	CAL	SIZE	REMARKS
	TD	11	TAXODIUM DISTICHUM / BALD CYPRESS	B & B	4" CAL MIN.	14`-16` HT.	STRONG CENTRAL LEADER, FULL
	PC	12	PISTACIA CHINENSIS / CHINESE PISTACHE	B & B	4" CAL MIN.	14`-16` HT.	STRONG CENTRAL LEADER, FULL
	LT	14	LAGERSTROEMIA INDICA `TUSCARORA` / CRAPE MYRTLE TUSCARORA	CONT.	1.5" CAL.	8`-10` HT.	MULTI-TRUNK (3-5 STEMS), FULL AND MATCHING
	QV	15	QUERCUS VIRGINIANA / LIVE OAK	B & B	4" CAL.	16`-18` HT.	STRONG CENTRAL LEADER, FULL AND MATCHING
	LN	14	LAGERSTROEMIA X `NATCHEZ` / NATCHEZ CRAPE MYRTLE	CONT.	2" CAL.	8`-10` HT.	MULTI-TRUNK (3-5 STEMS), FULL AND MATCHING
	QS	24	QUERCUS SHUMARDII / SHUMARD RED OAK	B & B	4" CAL MIN.	14`-16` HT.	STRONG, CENTRAL LEADER, FULL

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	ROOT	SIZE	SPACING	REMARKS
	LF	90	LEUCOPHYLLUM FRUTESCENS `COMPACTA` / COMPACT TEXAS RANGER	5 GAL	36" HT.	36" O.C.	FULL AND MATCHING
	IC	17	ILEX CORNUTA `BURFORDII NANA` / DWARF BURFORD HOLLY	5 GAL	30" HT	36" O.C.	FULL AND MATCHING
	ML	143	MUHLENBERGIA LINDHEIMERI / LINDHEIMER`S MUHLY	5 GAL	36" HT.	36" O.C.	FULL AND MATCHING
	IL	18	ILEX X `NELLIE R. STEVENS` / NELLIE R. STEVENS HOLLY	5 GAL. MIN.	36" HT.	72" O.C.	FULL AND MATCHING

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	ROOT	SIZE	SPACING	REMARKS
	SOD	53,260 SF	CYNODON DACTYLON / COMMON BERMUDA GRASS	N/A	N/A	N/A	SOD TO HAVE TIGHT, SAND FILLED JOINTS AND BE FREE OF WEEDS.
	NT	652	NASSELLA TENUISSIMA `PONY TAILS` / MEXICAN FEATHERGRASS	1 GAL	12" HT.	18" O.C.	FULL

NOTES:
1. TREES USED IN THE VISIBILITY TRIANGLE SHALL HAVE A MINIMUM BRANCHING CLEARANCE OF SIX FEET FROM THE GROUND TO THE FIRST BRANCH.
2. ALL PROPOSED LANDSCAPE AND TREES TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
3. ROOT BARRIER TO BE PROVIDED FOR ALL STREET TREES. REF. DETAIL D, SHEET L-02.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60
1":30' SCALE ON 22"X34"

CITY PROJECT # TOWN PROJECT #: 1816-Z

ADDISON ROAD SENIOR LIVING

LANDSCAPE PLAN

FOR

4.273 ACRES OF

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No.	REVISIONS	DATE	BY

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Kimley»Horn
R.L.A. PATRICK B. HART
L.A. No. 2839 Date SEPT. 2020

PROJECT No. 064510801	DATE: SEPT 1, 2020	SCALE: AS SHOWN	DESIGNED BY: LLL	DRAWN BY: LLL	CHECKED BY: PBH

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

LANDSCAPE PLAN

SHEET NUMBER
L-01

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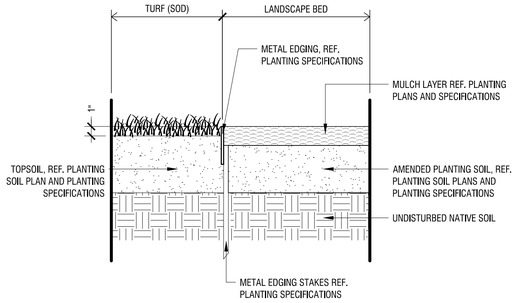
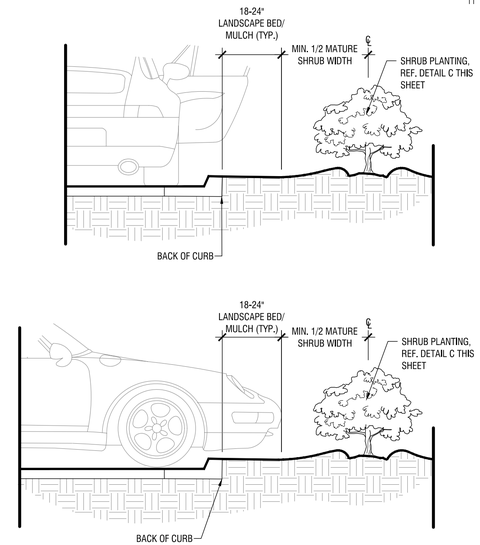


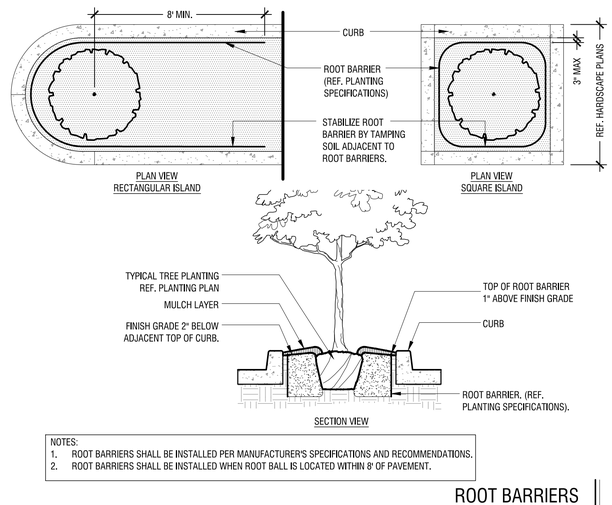
METAL EDGING (AT TURF & LANDSCAPE BED) — F

Scale: 1 1/2" = 1'-0"



SHRUB PLANTING AT CURB — E

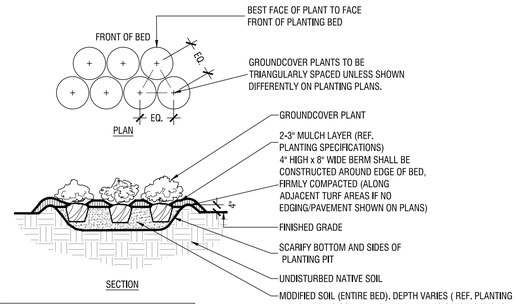
Scale: NTS



NOTES:
1. ROOT BARRIERS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
2. ROOT BARRIERS SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8' OF PAVEMENT.

ROOT BARRIERS — D

Scale: NTS

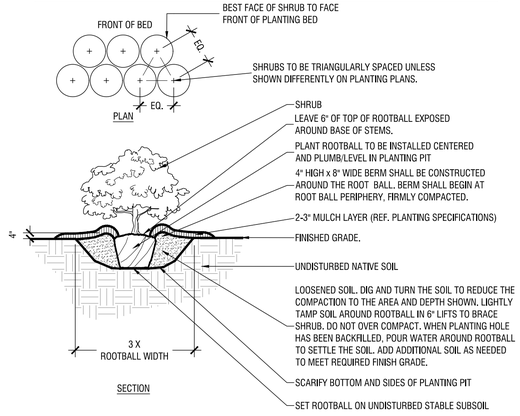


NOTES:
1. REF. PLANTING SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. REF. PLANT SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.

TYPICAL GROUNDCOVER PLANTING — C

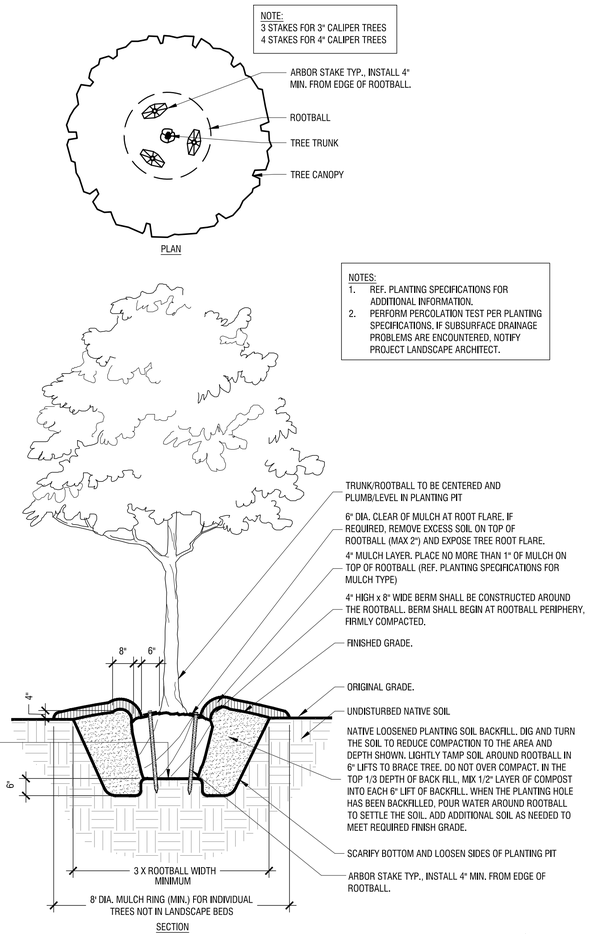
Scale: NTS

NOTES:
1. REF. PLANTING SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. WHEN SHRUBS MASSED TOGETHER WITH GROUNDCOVER BEDS, ALL SOIL IN BED TO BE AMENDED. (REF. PLANTING SPECIFICATIONS)
3. WHEN SHRUBS ARE USED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS/HEIGHT.
4. REF. TO PLANT SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.



TYPICAL SHRUB PLANTING — B

Scale: NTS



SET ROOTBALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOTBALL IS 2-3" ABOVE FINISHED GRADE. STABILIZE/PLUMB TREE BY TAMPING SOIL FIRMLY AROUND THE LOWER 1/4 OF THE ROOTBALL.
- FOR CONTAINER STOCK: REMOVE ENTIRE CONTAINER.
- FOR B&B STOCK: COMPLETELY REMOVE TOP 1/2 OF THE ENTIRE WIRE BASKET. COMPLETELY REMOVE ALL BURLAP/SYNTHETIC FABRICS AND STRAPPING.

TYPICAL TREE PLANTING (UP TO 3" CALIPER) — A

Scale: NTS

PLANTING NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON SITE WHICH PERMITS INSTALLATION AS SHOWN ON THESE DRAWINGS.
3. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY, GROWING CONDITION AND MUST BE REPLACED WITHIN 30 DAYS WITH PLANT MATERIAL OF THE SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
5. FINAL FINISH GRADING SHALL BE REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING.
6. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES. ALL PLANT QUANTITIES ARE LISTED FOR INFORMATION PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SHOWN ON THE PLANS AND SPECIFIED IN THE PLANT SCHEDULE.
7. CONTRACTOR TO PROVIDE STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
8. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS GIVEN IN THE PLANT SCHEDULE, PLANTING DETAILS, AND PLANTING SPECIFICATIONS.
9. ALL PLANT MATERIAL SHALL MEET INDUSTRY STANDARDS AS INDICATED IN THE CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
10. ALL PLANT MATERIAL SUBSTITUTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
11. CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
12. ALL PLANTING AREAS SHALL RECEIVED SOIL AMENDMENTS.
13. PLANT MATERIAL SHALL BE PRUNED PER PLANTING DETAILS UNLESS OTHERWISE NOTED ON DRAWINGS.
14. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL.
15. ALL LIME STABILIZED SOIL AND INORGANIC SELECT FILL FOR BUILDING OR PAVING CONSTRUCTION SHALL BE REMOVED FROM ALL PLANTING BEDS TO A MINIMUM DEPTH OF 24" UNLESS OTHERWISE NOTED. REPLACE MATERIAL REMOVED WITH IMPORTED TOPSOIL.
16. TREES OVERHANGING PEDESTRIAN WALKS AND WITHIN VISIBILITY TRIANGLES AS NOTED ON THE PLANS SHALL BE LIMBED TO A HEIGHT OF SEVEN FEET (7'). TREE OVERHANGING PUBLIC STREETS AND FIRELANES SHALL BE LIMBED TO A HEIGHT OF FOURTEEN FEET (14').
17. TREES PLANTED NEXT TO ACCESSIBLE ROUTES AND ACCESSIBLE AREAS SHALL BE LIMBED TO 7'6" (80" MIN.) AFF.
18. ALL PROPOSED TREES SHALL BE STAKED WITH AN AT-GRADE ROOT BALL SECURING SYSTEM AS SHOWN IN THE PLANTING DETAILS AND SPECIFICATIONS. NO ABOVE-GROUND STAKING SYSTEMS, GUY WIRES/WIRES, HOSES, STRAPS, POSTS (METAL OR WOOD) SHALL BE ALLOWED UNLESS AUTHORIZED IN WRITING BY THE LANDSCAPE ARCHITECT.

CITY PROJECT # TOWN PROJECT #: 1816-Z

ADDISON ROAD SENIOR LIVING

LANDSCAPE PLAN

FOR

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Kimley»Horn
R.L.A. PATRICK B. HART
L.A. No. 2839 Date SEPT. 2020

PROJECT No. 064510801	
DATE:	SEPT 1, 2020
SCALE:	AS SHOWN
DESIGNED BY:	LLL
DRAWN BY:	LLL
CHECKED BY:	PBH

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

LANDSCAPE DETAILS

SHEET NUMBER
L-02

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LAYOUT NAME L-02 - LANDSCAPE PLAN
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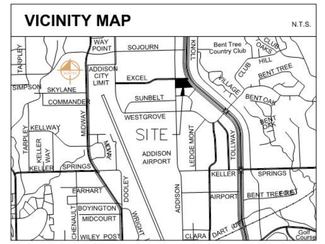
Perspective 1



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Kimley»Horn

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KANSAS REGISTERED ENGINEERING FIRM: E-480

No.	REVISIONS	DATE	BY

PROJECT No. 064510801
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SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

PERSPECTIVES

SHEET NUMBER
A-901

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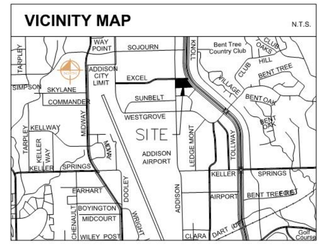
Perspective 2



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13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: (972) 770-1300 FAX: (972) 239-3820
KANSAS REGISTERED ENGINEERING FIRM: E-480

PROJECT No.	064510801
DATE:	JULY 2020
SCALE:	AS SHOWN
DESIGNED BY:	ABG
DRAWN BY:	ABT
CHECKED BY:	JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

PERSPECTIVES

SHEET NUMBER
A-902

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IMAGES
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LAYOUT TAB X-22X24
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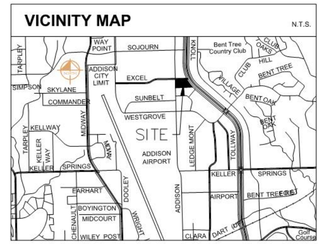
Perspective 3

VICINITY MAP

N.T.S.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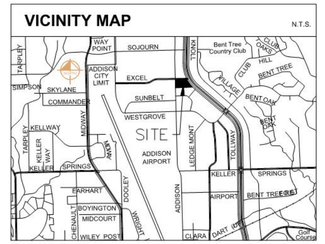
SIMPSON
TARPLEY
KELLER
HWY
KELLWAY
MIDWAY
KELLER
SPRINGS
CHENAULT
EARHART
BOYINGTON
MIDCOURT
WILEY POST
DOOLEY
ADDISON
ROSEMARK
ADDISON CITY LIMIT
SKYLINE
COMMANDER
TOLL
TOLL
TOLL



Perspective 4

VICINITY MAP

N.T.S.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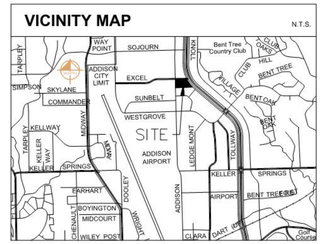
Perspective 5

VICINITY MAP N.T.S.



CITY PROJECT # 1816-Z

ADDISON ROAD SENIOR LIVING

PERSPECTIVES

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 2, 2020

DEVELOPER:	ARCHITECT:	CIVIL ENGINEER:
MADISON MARQUETTE	PRDG, LLC.	KIMLEY-HORN AND ASSOCIATES, INC.
2828 Routh Street, Suite 700	3535 Travis Street, Suite 265	13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75201	Dallas, Texas 75204	Dallas, Texas 75240
Tel. No. 972-421-3371	Tel. No. 214-915-8416	Tel. No. 972-770-1300
Contact: Peter Phillips	Contact: Gordon Gilmore, AIA	Contact: Jeffery A. Dolian, P.E.

Kimley»Horn

13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
75240, (972) 770-1300
KANSAS REGISTERED ENGINEERING FIRM: E-480

No.	REVISIONS	DATE	BY

PROJECT No. 064510801
DATE: JULY 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

PERSPECTIVES

SHEET NUMBER
A-905

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LAYOUT NAME 22X34 LAYOUT
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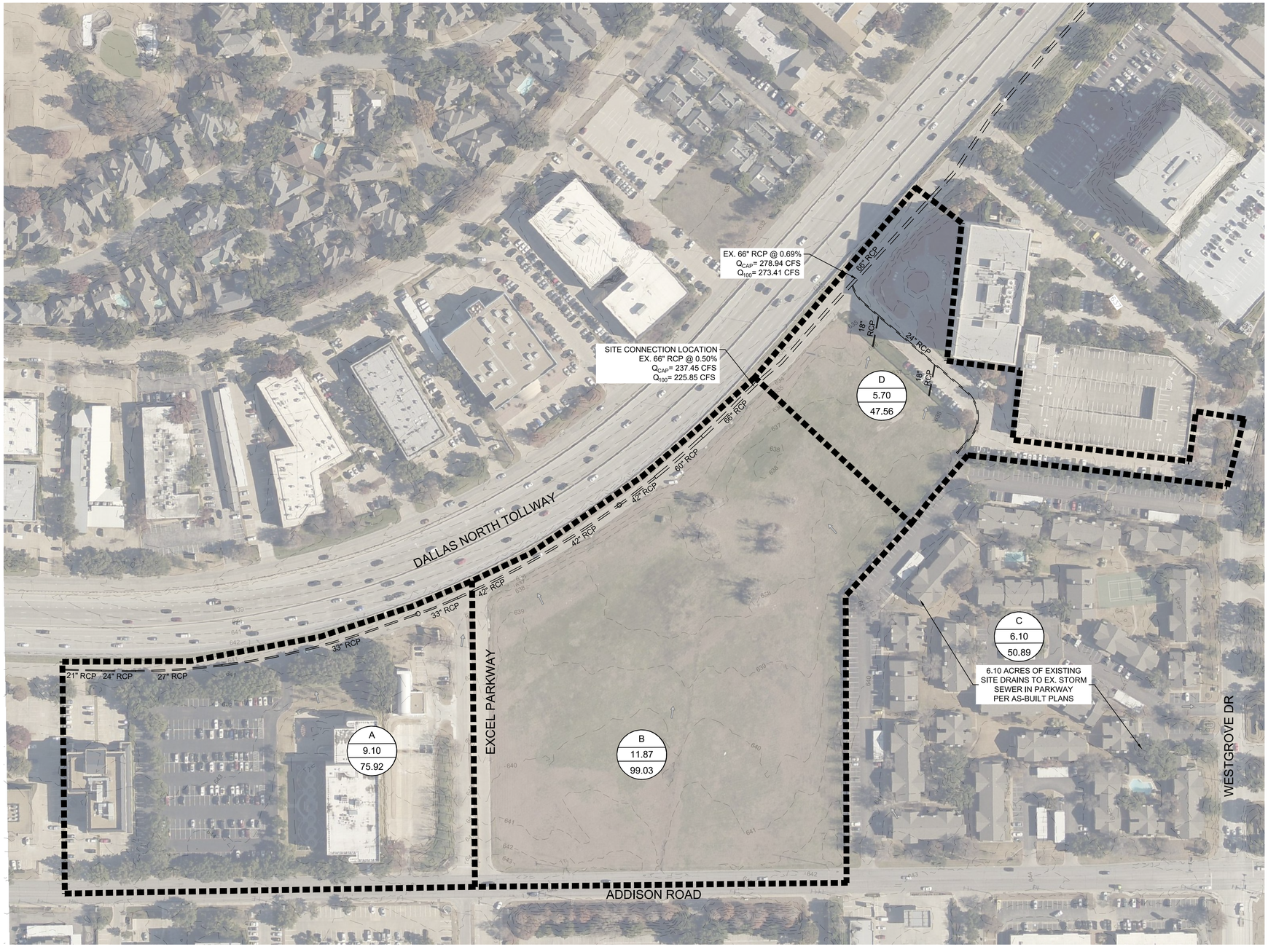
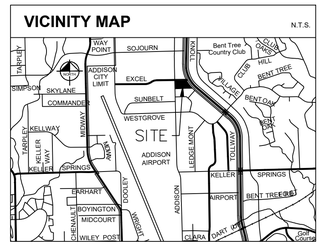


GRAPHIC SCALE IN FEET
0 50 100 200
1":100' SCALE ON 22"X34"

NORTH

VICINITY MAP N.T.S.



LEGEND	
PROPOSED DRAINAGE AREA BOUNDARY	
EXISTING STORM SEWER	
- PROPOSED DRAINAGE AREA I.D. NUMBER - PROPOSED AREA (IN ACRES) - PROPOSED FLOW (IN CFS)	X-X X.X X.XX

NOTES

1. RUNOFF CALCULATIONS BASED ON CURRENTLY PUBLISHED TOWN OF ADDISON DRAINAGE CRITERIA MANUAL (APPROVED JULY 12, 2011).
2. EXISTING STORM SEWER SIZE AND LOCATION BASED ON AVAILABLE RECORD DRAWINGS OBTAINED FROM THE TOWN OF ADDISON INCLUDING:
   2.a. "DALLAS NORTH TOLLWAY" BY GIBBS & HILL, INC. DATED DECEMBER 1983
   2.b. "ONE HANOVER PARK" BY PACHECO KOCH DATED MAY 1997
3. EXISTING TOPOGRAPHY BASED ON NORTH TEXAS LiDAR DATA.
4. THE PROPOSED DEVELOPMENT FALLS WITHIN DRAINAGE AREA B SHOWN ON THIS OVERALL DRAINAGE AREA MAP. THE RUNOFF COEFFICIENT ASSUMED FOR DRAINAGE AREA B IS 0.9 (DEVELOPED). IF THE RUNOFF COEFFICIENT IN PROPOSED CONDITIONS DOES NOT EXCEED 0.9, THEN THERE IS ENOUGH CAPACITY IN THE 66" RCP DOWNSTREAM TO CONVEY FULLY DEVELOPED FLOWS.

PROPOSED RUNOFF CALCULATIONS (FULLY-DEVELOPED CONDITIONS)

DRAINAGE ID	AREA	RUNOFF COEFF. "C"	TIME OF CONC. (MIN)	I_{100}	Q_{100}	COMMENTS
EX. PARKWAY SYSTEM						
A	9.10	0.9	10	9.27	75.92	UPSTREAM DRAINAGE AREA
B	11.87	0.9	10	9.27	99.03	SITE AREA
C	6.10	0.9	10	9.27	50.89	ADJOINER CONTRIBUTING AREA PER AS-BUILTS, CONNECTION LOCATION UNKNOWN
Subtotal	27.07				**225.85**	SITE CONNECTION
D	5.70	0.9	10	9.27	47.56	DOWNSTREAM ADJOINER DRAINAGE AREA
Total	32.77				**273.40**	

TOWN PROJECT #: 1816-Z

ADDISON ROAD SENIOR LIVING

EXISTING OVERALL DRAINAGE AREA MAP

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
Dallas, TX 75201
Tel. No. 972-421-3371
Contact: Peter Phillips

ARCHITECT:
PRDG, LLC.
3535 Travis Street, Suite 265
Dallas, Texas 75204
Tel. No. 214-915-8416
Contact: Gordon Gilmore, AIA

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Tel. No. 972-770-1300
Contact: Jeffery W. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
PHONE: 972-770-1300 FAX: 972-239-3820
KANSAS REGISTERED ENGINEERING FIRM E-480

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JEFFREY W. DOLIAN, P.E.
P.E. No. 114926 Date SEPT. 2020

PROJECT No. 064510801
DATE: SEPT. 1, 2020
SCALE: AS SHOWN
DESIGNED BY: ABG
DRAWN BY: ABT
CHECKED BY: JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

OVERALL DRAINAGE AREA MAP

SHEET NUMBER
C-201

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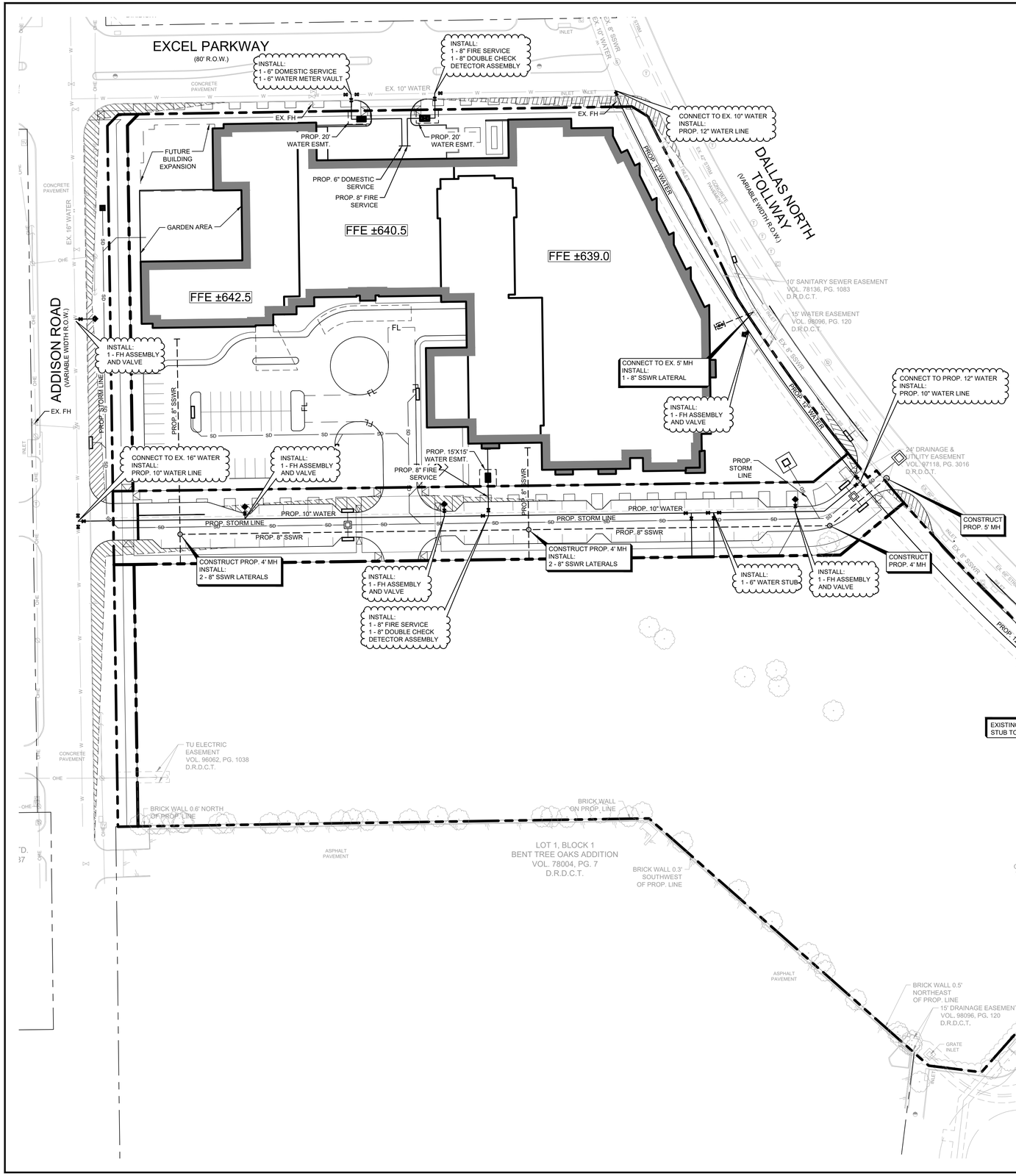
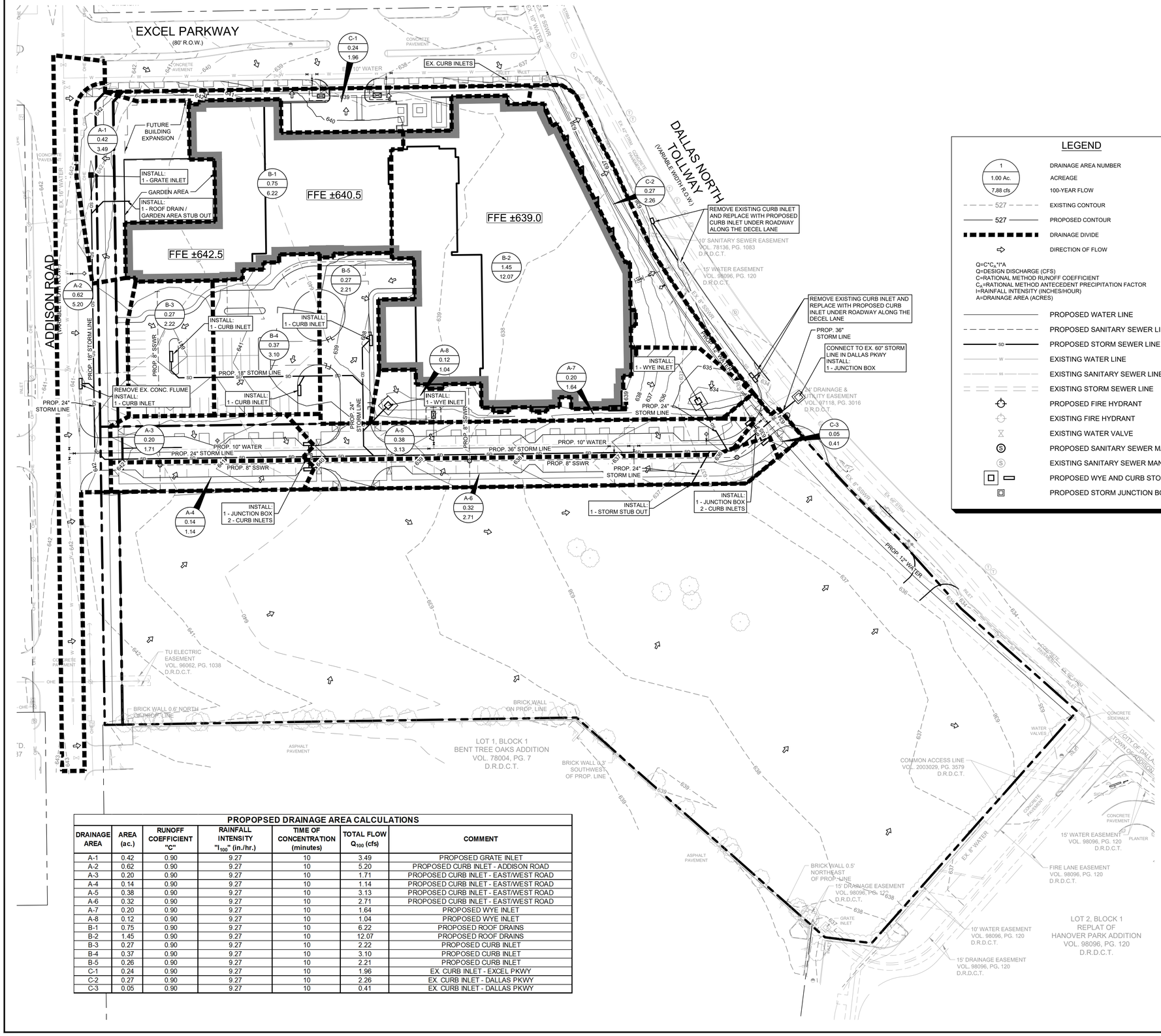

EXCEL PARKWAY
(80' R.O.W.)
ADDISON ROAD
(VARIABLE WIDTH R.O.W.)
DALLAS NORTH TOLLWAY
(VARIABLE WIDTH R.O.W.)
INSTALL:
1 - 6" DOMESTIC SERVICE
1 - 6" WATER METER VAULT
INSTALL:
1 - 8" FIRE SERVICE
1 - 8" DOUBLE CHECK DETECTOR ASSEMBLY
EX. 10" WATER
EX. FH
PROP. 20' WATER ESMT.
FUTURE BUILDING EXPANSION
PROP. 6" DOMESTIC SERVICE
PROP. 8" FIRE SERVICE
GARDEN AREA
FFE ±640.5
FFE ±639.0
FFE ±642.5
CONNECT TO EX. 10" WATER
INSTALL:
PROP. 12" WATER LINE
PROP. 12" WATER
EX. 8" SSWR
10' SANITARY SEWER EASEMENT
VOL. 78136, PG. 1083
D.R.D.C.T.
15' WATER EASEMENT
VOL. 98096, PG. 120
D.R.D.C.T.
CONNECT TO EX. 5' MH
INSTALL:
1 - 8" SSWR LATERAL
INSTALL:
1 - FH ASSEMBLY AND VALVE
CONNECT TO PROP. 12" WATER
INSTALL:
PROP. 10" WATER LINE
24' DRAINAGE & UTILITY EASEMENT
VOL. 97118, PG. 3016
D.R.D.C.T.
PROP. STORM LINE
CONSTRUCT PROP. 5' MH
CONNECT TO EX. 16" WATER
INSTALL:
PROP. 10" WATER LINE
INSTALL:
1 - FH ASSEMBLY AND VALVE
PROP. 15'X15' WATER ESMT.
PROP. 8" FIRE SERVICE
PROP. 8" SSWR
PROP. 10" WATER
PROP. STORM LINE
PROP. 8" SSWR
CONSTRUCT PROP. 4' MH
INSTALL:
2 - 8" SSWR LATERALS
CONSTRUCT PROP. 4' MH
INSTALL:
2 - 8" SSWR LATERALS
INSTALL:
1 - 6" WATER STUB
INSTALL:
1 - FH ASSEMBLY AND VALVE
CONSTRUCT PROP. 4' MH
INSTALL:
1 - FH ASSEMBLY AND VALVE
INSTALL:
1 - 8" FIRE SERVICE
1 - 8" DOUBLE CHECK DETECTOR ASSEMBLY
PROP. 12" WATER
PROP. 10" SSWR
EXISTING 8" SSWR STUB TO EX. MH
CONNECT TO EX. 8" WATER
INSTALL:
PROP. 12" WATER LINE
TU ELECTRIC EASEMENT
VOL. 96002, PG. 1038
D.R.D.C.T.
BRICK WALL 0.6' NORTH OF PROP. LINE
BRICK WALL ON PROP. LINE
BRICK WALL 0.3' SOUTHWEST OF PROP. LINE
LOT 1, BLOCK 1
BENT TREE OAKS ADDITION
VOL. 78004, PG. 7
D.R.D.C.T.
COMMON ACCESS LINE
VOL. 2003029, PG. 3579
D.R.D.C.T.
15' WATER EASEMENT
VOL. 98096, PG. 120
D.R.D.C.T.
FIRE LANE EASEMENT
VOL. 98096, PG. 120
D.R.D.C.T.
BRICK WALL 0.5' NORTHEAST OF PROP. LINE
15' DRAINAGE EASEMENT
VOL. 98096, PG. 120
D.R.D.C.T.
10' WATER EASEMENT
VOL. 98096, PG. 120
D.R.D.C.T.
15' DRAINAGE EASEMENT
VOL. 98096, PG. 120
D.R.D.C.T.
LOT 2, BLOCK 1
REPLAT OF
HANOVER PARK ADDITION
VOL. 98096, PG. 120
D.R.D.C.T.
CONCRETE PAVEMENT
ASPHALT PAVEMENT
CONCRETE SIDEWALK
WATER VALVES
SIGN
PLANTER
GRATE INLET
INLET
EX. 6" WATER
EX. 16" WATER
EX. 8" SSWR
EX. 10" WATER
EX. 48" STORM
EX. 45" SSWR
EX. 66" STORM
EX. 66" WATER
EX. 8" SSWR
PROP. 8" SSWR
PROP. STORM LINE
PROP. 10" WATER
PROP. 8" SSWR
PROP. 12" WATER
PROP. 10" SSWR



LEGEND

- 1 / 1.00 Ac. / 7.88 cfs — DRAINAGE AREA NUMBER / ACREAGE / 100-YEAR FLOW
- 527 — EXISTING CONTOUR
- 527 — PROPOSED CONTOUR
- DRAINAGE DIVIDE
- DIRECTION OF FLOW

$Q=C*C_A*I*A$
Q=DESIGN DISCHARGE (CFS)
C=RATIONAL METHOD RUNOFF COEFFICIENT
C_A=RATIONAL METHOD ANTECEDENT PRECIPITATION FACTOR
I=RAINFALL INTENSITY (INCHES/HOUR)
A=DRAINAGE AREA (ACRES)

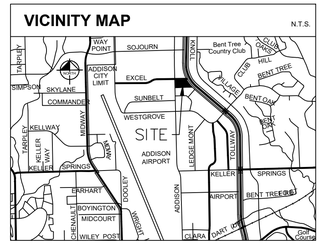
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM SEWER LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED WYE AND CURB STORM INLETS
- PROPOSED STORM JUNCTION BOX

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100
1"=50' SCALE ON 22"X34"

VICINITY MAP

N.T.S.



NOTES

1. UTILITY CONNECTIONS TERMINATE 5' FROM BUILDING ENVELOPE.
2. THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL

PROPOPSED DRAINAGE AREA CALCULATIONS

DRAINAGE AREA	AREA (ac.)	RUNOFF COEFFICIENT "C"	RAINFALL INTENSITY $"I_{100}"$ (in./hr.)	TIME OF CONCENTRATION (minutes)	TOTAL FLOW Q_{100} (cfs)	COMMENT
A-1	0.42	0.90	9.27	10	3.49	PROPOSED GRATE INLET
A-2	0.62	0.90	9.27	10	5.20	PROPOSED CURB INLET - ADDISON ROAD
A-3	0.20	0.90	9.27	10	1.71	PROPOSED CURB INLET - EAST/WEST ROAD
A-4	0.14	0.90	9.27	10	1.14	PROPOSED CURB INLET - EAST/WEST ROAD
A-5	0.38	0.90	9.27	10	3.13	PROPOSED CURB INLET - EAST/WEST ROAD
A-6	0.32	0.90	9.27	10	2.71	PROPOSED CURB INLET - EAST/WEST ROAD
A-7	0.20	0.90	9.27	10	1.64	PROPOSED WYE INLET
A-8	0.12	0.90	9.27	10	1.04	PROPOSED WYE INLET
B-1	0.75	0.90	9.27	10	6.22	PROPOSED ROOF DRAINS
B-2	1.45	0.90	9.27	10	12.07	PROPOSED ROOF DRAINS
B-3	0.27	0.90	9.27	10	2.22	PROPOSED CURB INLET
B-4	0.37	0.90	9.27	10	3.10	PROPOSED CURB INLET
B-5	0.26	0.90	9.27	10	2.21	PROPOSED CURB INLET
C-1	0.24	0.90	9.27	10	1.96	EX. CURB INLET - EXCEL PKWY
C-2	0.27	0.90	9.27	10	2.26	EX. CURB INLET - DALLAS PKWY
C-3	0.05	0.90	9.27	10	0.41	EX. CURB INLET - DALLAS PKWY

TOWN PROJECT #: 1816-Z

ADDISON ROAD SENIOR LIVING

PRELIMINARY DRAINAGE PLAN
FOR
4.273 ACRES OF

LOT 1R, BLOCK 1
HANNOVER PARK ADDITION
11.607 ACRES
SITUATED IN THE WILLIAM LOMAS SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
DATE: SEPTEMBER 1, 2020

DEVELOPER:
MADISON MARQUETTE
2828 Routh Street, Suite 700
Dallas, TX 75201
Tel. No. 972-421-3371
Contact: Peter Phillips

ARCHITECT:
PRDG, LLC.
3535 Travis Street, Suite 265
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Dallas, Texas 75240
Tel. No. 972-770-1300
Contact: Jeffery W. Dolian, P.E.

No.	REVISIONS	DATE	BY

Kimley»Horn
13455 NOEL ROAD, SUITE 700, DALLAS, TEXAS
FIRM REGISTRATION NO. 10115800
KANSAS REGISTERED ENGINEERING FIRM E-480

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JEFFREY W. DOLIAN, P.E.
P.E. No. 114926 Date SEPT. 2020

PROJECT No.	064510801
DATE:	SEPT. 1, 2020
SCALE:	AS SHOWN
DESIGNED BY:	ABG
DRAWN BY:	ABT
CHECKED BY:	JAD

ADDISON ROAD SENIOR LIVING
ADDISON, TEXAS

PRELIMINARY DRAINAGE PLAN

SHEET NUMBER
C-202

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IMAGES XREF v:\23-24 - XREF survey - XREF c-utility - XREF sale
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LAYOUT NAME C-202
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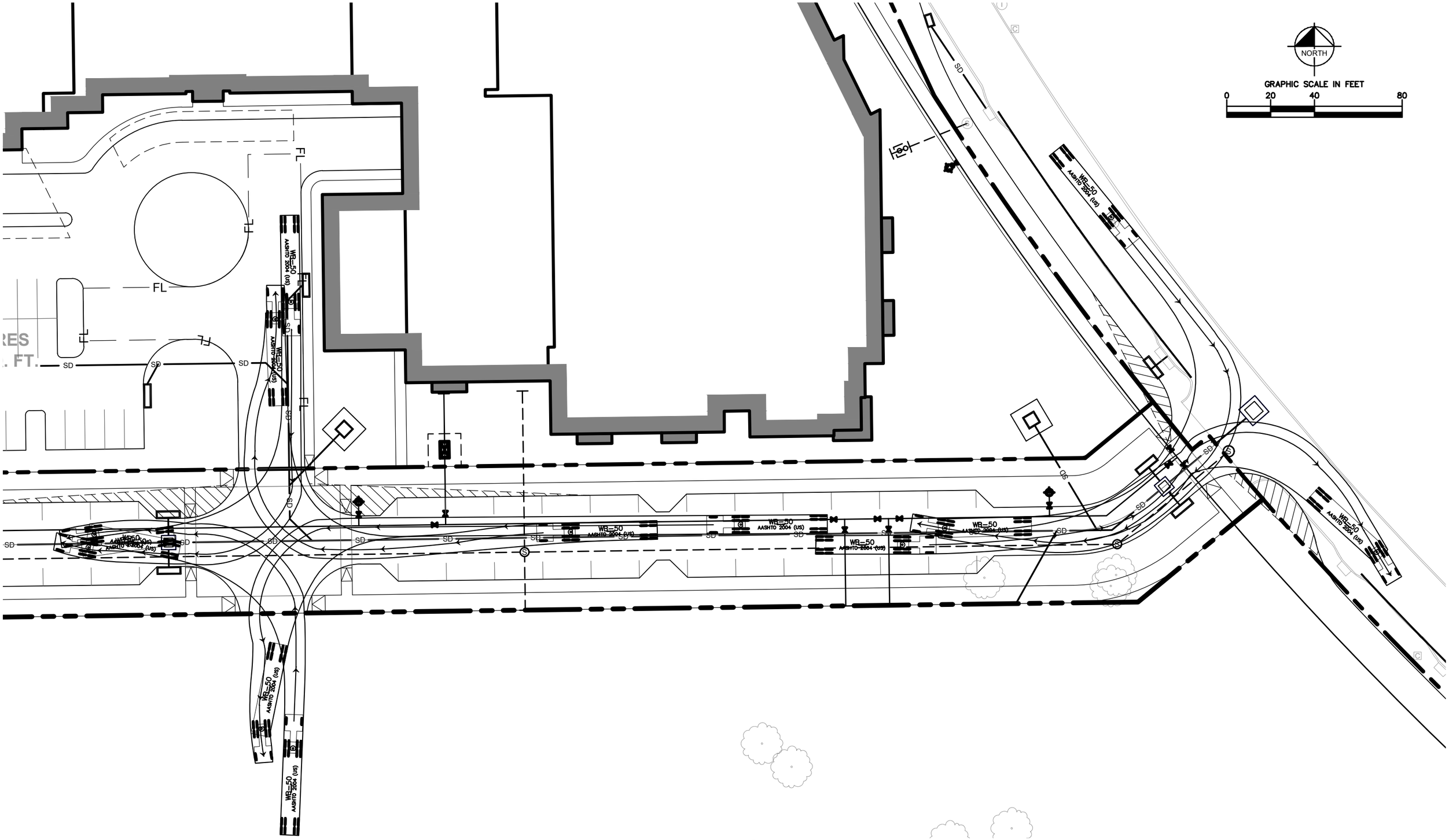


WB-50 AUTOTURN EXHIBIT SEPTEMBER 2020

Kimley»Horn
13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
(972) 770-1300
State of Texas Registration No. F-928

Council Meeting **19.**

Meeting Date: 10/13/2020

Department: Airport

Pillars: Excellence in Asset Management
Excellence in Transportation Systems

Milestones: Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

---

AGENDA CAPTION:

Present, Discuss, and Consider Action on **Change Order #3 to the Contract with JC Commercial, Inc. for Costs Related to Unforeseen Issues and Conditions for the United States Customs and Border Protection Facility at Addison Airport and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed $17,275.41.

BACKGROUND:

On August 27, 2019, the Addison City Council approved a contract with JC Commercial, Inc. for the construction of the U.S Customs and Border Protection and Airport Administration facility at Addison Airport in the amount of $6,223,949.

Change Order #1, dated February 28, 2019 approved a cost increase of $22,215.16, thereby increasing the contract amount to $6,246,209.16. Change order #1 included North Texas Tollway Authority irrigation modifications, an Oncor utility relocation, installation of bollards around the Customs and Border Protection generators, and removal of an abandoned water line. Change order #1 was not taken to Council because the amount was less than $50,000 and less than 25% of the contract price. Change order #1 did not add additional days to the contract.

Change Order #2, approved by Council on August 11, 2020, approved a cost increase of $141,881.10, thereby increasing the contract amount to $6,388,090.26. Change order #2 included items that were not anticipated or known at the time of the original contract including additional site fill material, additional depth for foundation piers, changes to the elevator steel structure, and a revision to the CBP holding room toilet and lavatory. Change Order #2 added 25 days to the contract time, pushing the contract completion date to January 17, 2021.

Change Order #3 includes the following additional items that were not anticipated or known at the time of the original contract. It would increase the contract cost

by $17,275.41, to $6,405,347.67. This change order will add 27 days to the contract time, moving the contract completion date to February 13, 2021. The change order includes credits for two items that were determined to be either unnecessary or better suited to include in the airside project scope. Change order work includes four items that the contractor was directed to address through Construction Change Directives (CCDs) because waiting for change order approval for those items would either delay the project, add cost, or both. Staff determined that it was prudent, efficient and effective to address the following issues as part of the on-going work:

- Drywall revisions submitted by the plumber to provide additional space behind the drywall needed for plumbing in restrooms on both the first and the second floors of the building.
- Revisions to the landscaping and irrigation to provide more shade-tolerant plantings mainly in the breezeway area, with the irrigation revised to match the changes in the plantings.
- An allowance for equipment rental extensions needed to keep required equipment (a mini excavator and a track loader) on-site beyond the initial rental duration. This was necessitated by the discovery of some discrepancies between the structural and architectural slab edge locations that were introduced when Value Engineering (VE) changes were made in April 2019; the discrepancies were not discovered and resolved until the work was already in progress and some re-work was necessary as a result.
- Construction Change Directive 001 (CCD-001) directs the contractor to proceed with changes to the roof Scuppers and Downspouts. These changes were requested after the Addison Building Permit review of the revised plan set submitted after Value Engineering (VE) changes were incorporated into the plans.
- Construction Change Directive 002 (CCD-002) directs the contractor to proceed with changes associated with the installation of Raco Wall Supports. Drywall framing installed for the walls between the ‘Pre Processing 103’ and ‘Post Processing 102’ rooms have glass and aluminum framing that form the top half of the wall. This does not allow the stud framing to run continuously from the floor to the deck above. Wall support elements were installed below the windows inside the 3’6”-tall section of drywall framing to brace the wall from overturning/folding if a lateral force is applied in the middle of the wall.
- Construction Change Directive 003 (CCD-003) directs the contractor to proceed with changes associated with proposal #34 to avoid any additional delays. Proposal #34 addresses and corrects discrepancies in the finishes specified for door hardware relative to the curtainwall and interior glazing systems, which were discovered in the submittal review process.
- Construction Change Directive 004 (CCD-004) directs the contractor to proceed with changes associated with proposal #41 to avoid any additional delays. Proposal #41 provides for changes in the door hardware on the door

at the northeast corner of the building. The architects treated this door as an emergency exit only, whereas the airport staff had anticipated using it for access to/from the regulated garbage handling area and airside vehicle parking on the north side of the building. The discrepancy was discovered and addressed during a review of the keying schedule for the building.

- The light and camera pole at the Northwest side of the building are proposed in a location that will conflict with airside construction. Therefore, the light and camera pole concrete foundation and erection of the pole will be removed from this contract. The airside project contractor will perform installation of this light and camera pole with foundation as well as extend the conduit to the proposed pole location. JC Commercial will provide the light pole to the airside contractor. JC Commercial will still be responsible for the installation of the wiring, fixtures, and cameras upon completion of the light pole foundation performed by the airside contractor. This change resulted in a credit for work not being performed.
- Small metal lockers had been proposed for the gang restrooms on the second floor. Airport staff noted this proposal and requested that the lockers be removed from the project scope, as they are unnecessary. This change resulted in a credit for the cost of the lockers.

The following table summarizes the effect of change order #3 on the contract price:

Description	**Amount**
Dry Wall Adjustment for Plumbing	$2,943.10
Landscaping and Irrigation Changes	$2,723.21
Equipment Delays Due to ASI 02	$7,183.18
CCD-001 Scuppers and Downspouts	$3,478.06
CCD-002 Drywall Support Labor	$1,078.23
CCD-003 Door Hardware and Mullion Finishes Color Change	$2,677.03
CCD-004 Additional Hardware for Door	$886.60
Northwest Security Camera Pole Removal from Project Scope	($1,612.00)
Locker Credit	($2,100.00)
Subtotal	**$17,257.41**
Amount of this Change Order	$17,257.41
Original Contract Amount	$6,223,949.00
Overall Contract (Including Previous Change Orders)	$6,388,090.26
Revised Contract Amount	$6,405,347.67
Total % Increase (including change orders #1, #2, and #3)	2.91%

This change order requires Council approval because the total amount of all change orders to date is greater than $50,000.

The following table summarizes the effect of change order #3 on the contract time:

Description	**Calendar Days**
Dry Wall Adjustment for Plumbing	5
Equipment Delays Due to ASI 02	10
CCD-001 Scuppers and Downspouts	12
Subtotal	**27**
Original Contract Start Date	September 30, 2019
Original Contract Time	450
Previously Approved Contract Time Extension	25
Approved Contract Time Extensions this Change Order	27
New Contract Time	502
New Contract Completion Date	February 13, 2021

Funding for these changes is from the 7.3% contingency allowance included in the original contract with JC Commercial, Inc. The total contingency allowance for the project is $559,978. Approved and proposed changes remain well within the available contingency allowance.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - Change Order #3

Change Order #3 with Memo

Addison Airport Customs and Border Protection Facility Change Order No. 3

Staff Presentation

October 13, 2020

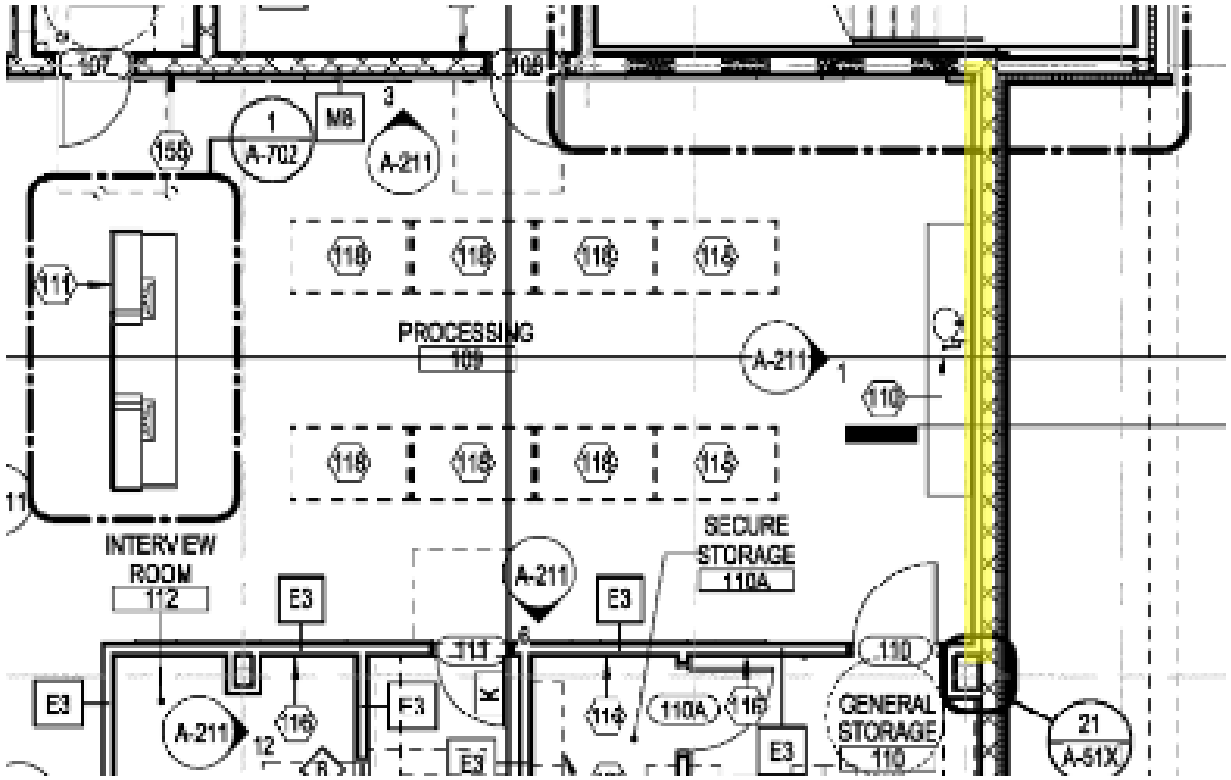
Change Order No. 3 Overview

Item Number/Description	Amount	Additional Calendar Days
Dry Wall Adjustment for Plumbing	$2,943.10	5
Landscaping and Irrigation Changes	$2,723.21	0
Equipment Delays Due to ASI 02	$7,183.18	10
Scuppers and Downspouts (CCD-001)	$3,478.06	12
Drywall Support Labor (CCD-002)	$1,078.23	0
Door Hardware and Mullion Finishes Color Change (CCD-003)	$2,677.03	0
Northwest Security Camera Pole Removal from Project Scope	($1,612.00)	0
Additional Hardware for Door (CCD-004)	$886.60	0
Locker Credit	($2,100.00)	0
Subtotal	**$17,275.41**	**23**

Dry Wall Adjustment for Plumbing

Item Number/Description	Amount	Additional Calendar Days
Dry Wall Adjustment for Plumbing	$2,943.10	5

- First floor ‘Processing 109’ room
  - Drywall installed does not conceal plumbing pipes of the sink.
  - The contractor was directed to change the interior cladding layer to an F3 furring wall which has a 3-5/8” stud attached to the block wall with a layer of 5/8” thick drywall cladding.



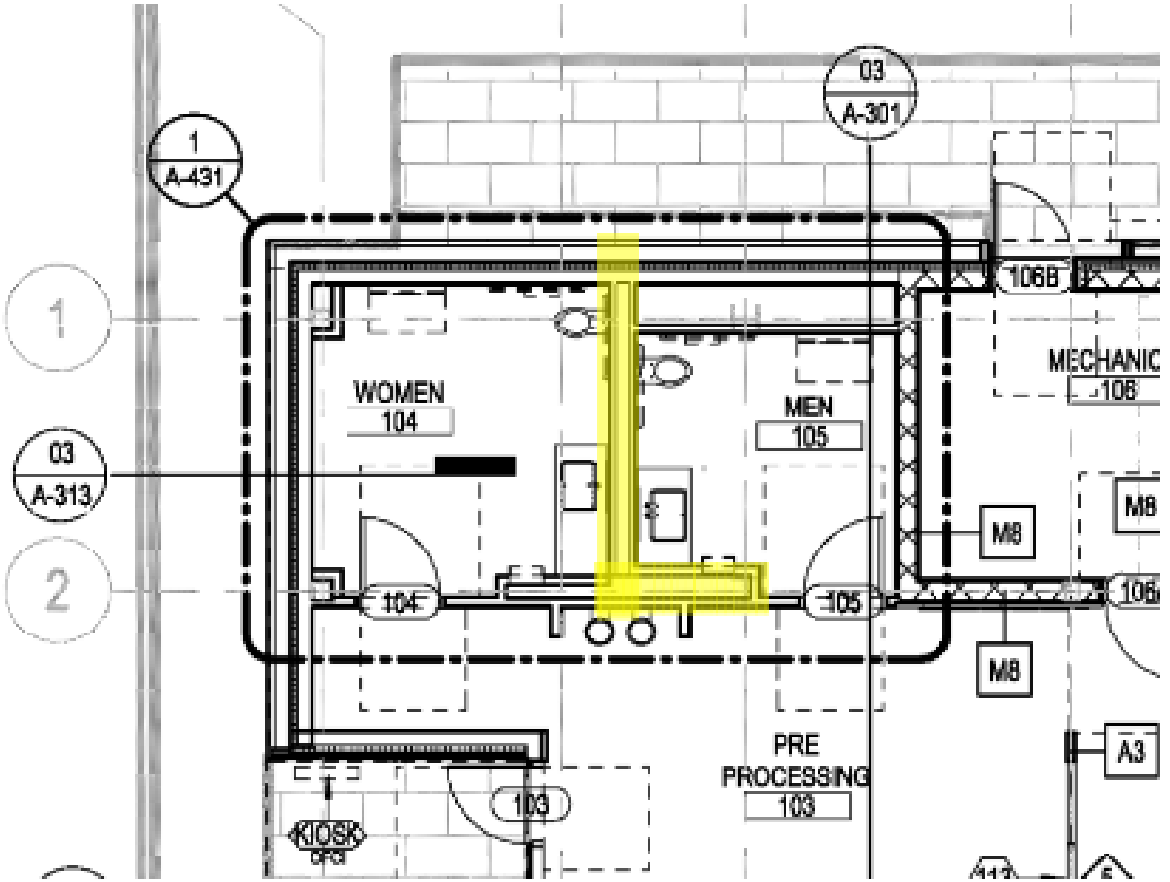
Dry Wall Adjustment for Plumbing



First floor processing area (September 25, 2020).

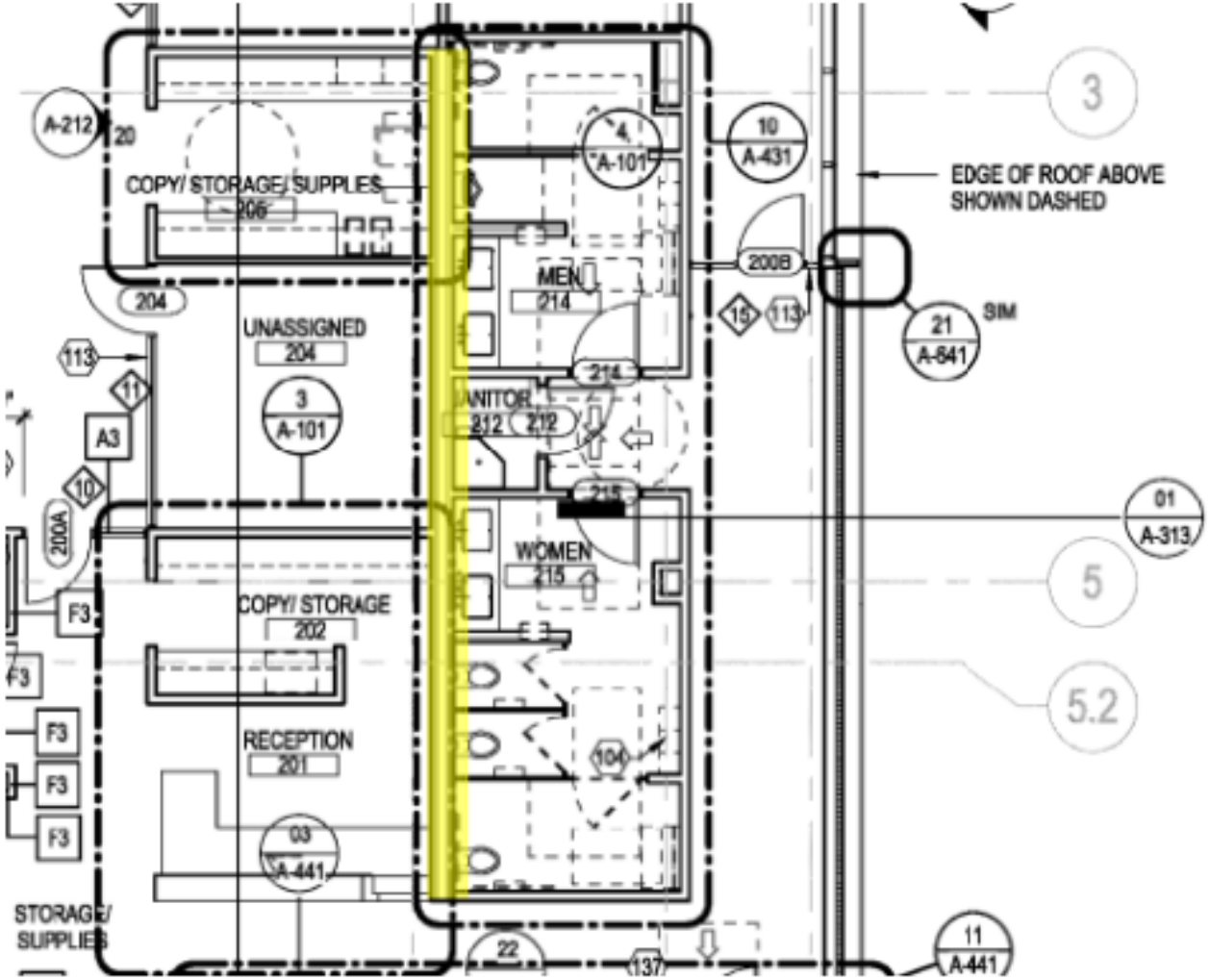
Dry Wall Adjustment for Plumbing

- First floor wet wall plumbing chase between ‘Women 104’ and ‘Men 105’
  - Plumbing chase depth was too narrow to accommodate the back to back toilet carriers and any plumbing crossovers
  - The contractor was directed to expand the width of this chase and modify its extents to provide adequate covering of toilet plumbing.



Dry Wall Adjustment for Plumbing

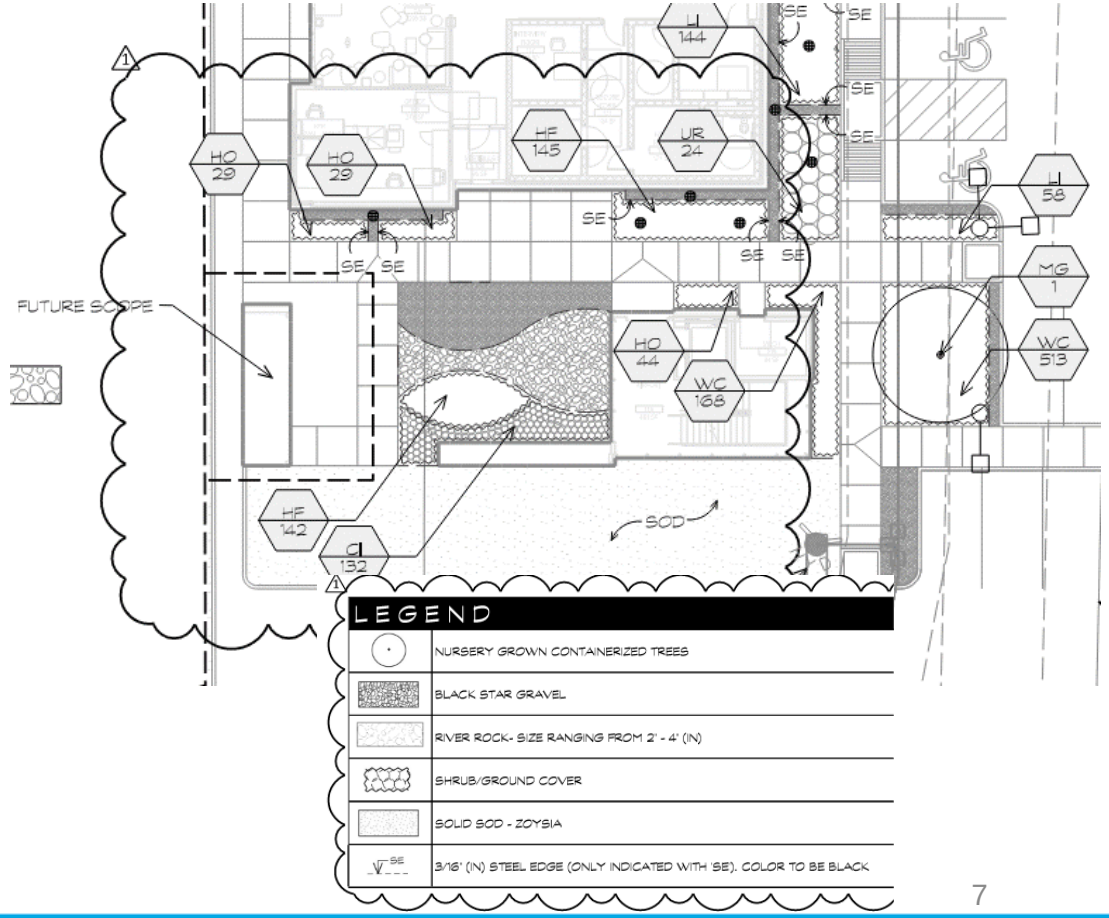
- Second floor ‘Women 214’ and ‘Men 215’
  - The plumbing chase depth provided in the plans was too narrow to accommodate the toilet carriers and any plumbing crossovers that were needed.
  - The contractor was directed to expand the width of this chase and modify its extents to provide adequate covering of toilet plumbing.



Landscaping and Irrigation Changes

Item Number/Description	Amount	Additional Calendar Days
Landscaping and Irrigation Changes	$2,723.21	0

- Revisions were made to the landscape plans and planting designs to include more shade tolerant plants and a more suitable aggregate design for under the buildings shaded breezeway.
- Irrigation designs were updated to match the revisions to the plantings and aggregate design changes.
- The revised plants and aggregate designs were reviewed on-site with the Town Arborist to ensure these changes are in compliance with the Town of Addison standards.



Landscaping and Irrigation Changes



The breezeway area where landscaping changes will be made (September 25, 2020).

Equipment Delays Due to ASI 02

Item Number/Description	Amount	Additional Calendar Days
Equipment Delays Due to ASI 02	$7,183.18	10

- Result of equipment rental extensions that were needed to keep required equipment on-site beyond the initial rental duration.
- The revisions (ASI 02) were issued formally on November 14th, 2019 and were related to adjustments to the perimeter slab edges in the structural drawings

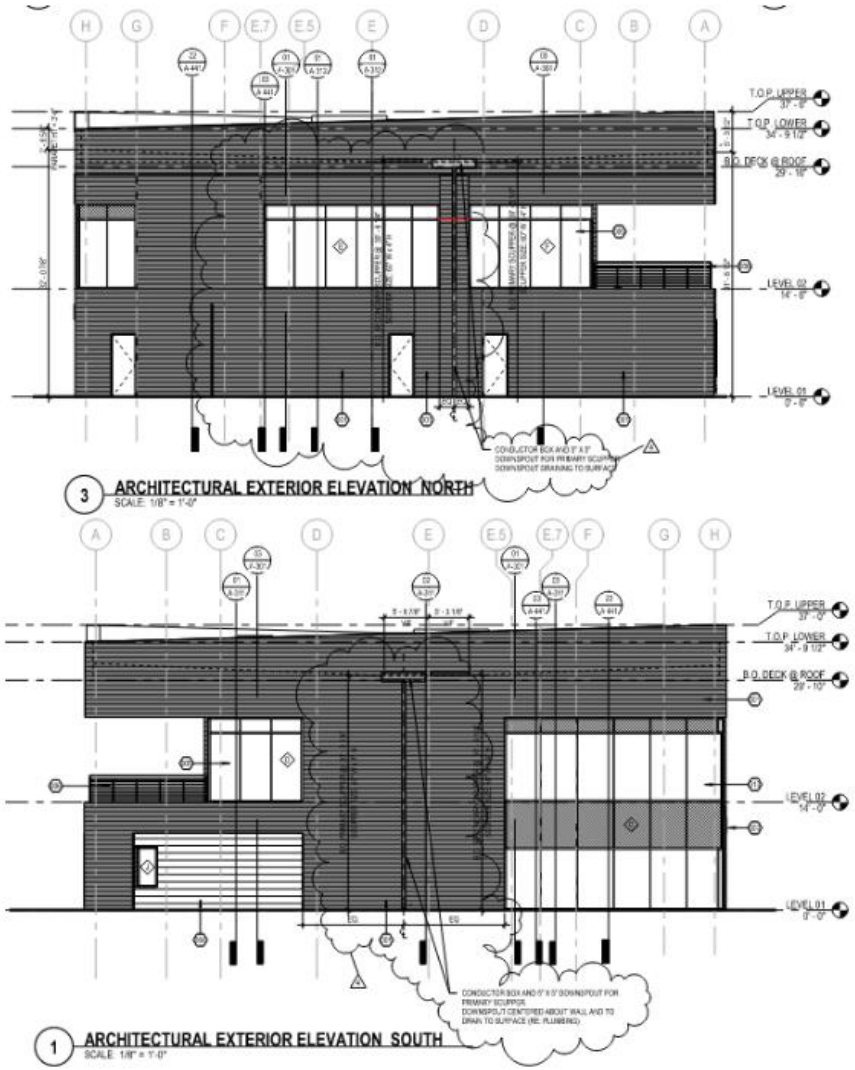
Scuppers and Downspouts

Item Number/Description	Amount	Additional Calendar Days
Scuppers and Downspouts (CCD-001)	$3,478.06	12

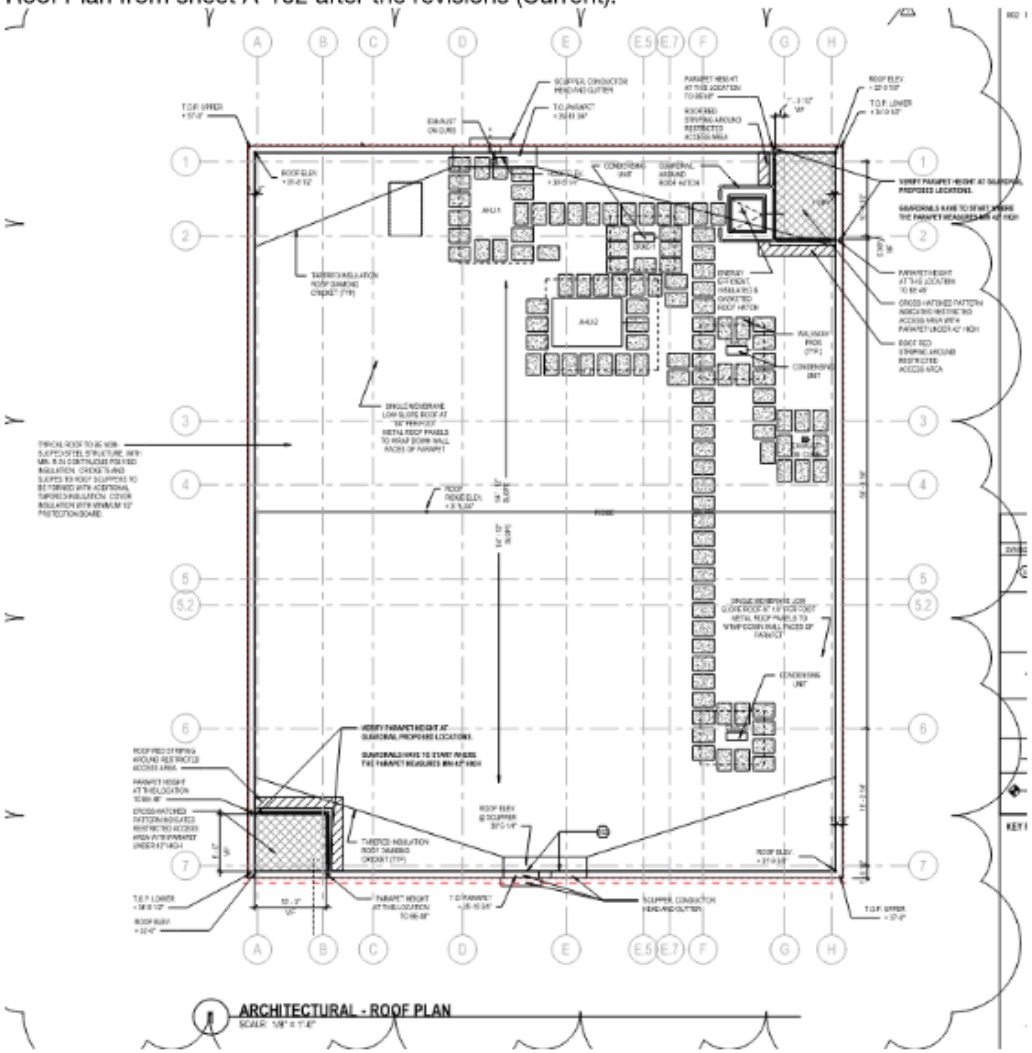
- Scupper and Downspout calculations were revised based on the comments received from the Town of Addison Building Permit reviewer.
  - Made scupper openings in the parapet wall larger
  - Add a secondary emergency overflow opening
  - The recessed and hidden downspout was shifted for the primary drain to be exposed on the exterior of the building for the ease of any future maintenance.

Scuppers and Downspouts

Exterior Elevations from sheet A-201 after the revisions (Current):



Roof Plan from sheet A-102 after the revisions (Current):



Scuppers and Downspouts



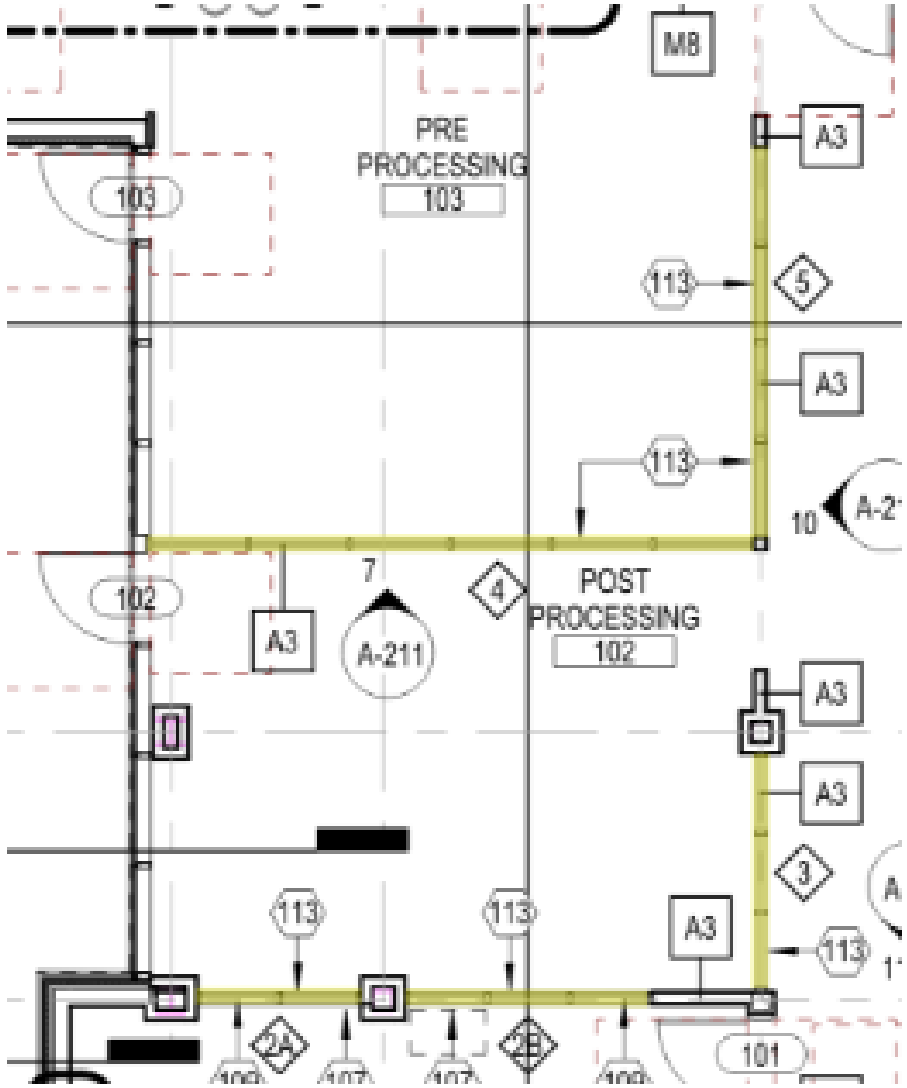
Changes to the scuppers on the south side of the building (September 25, 2020).

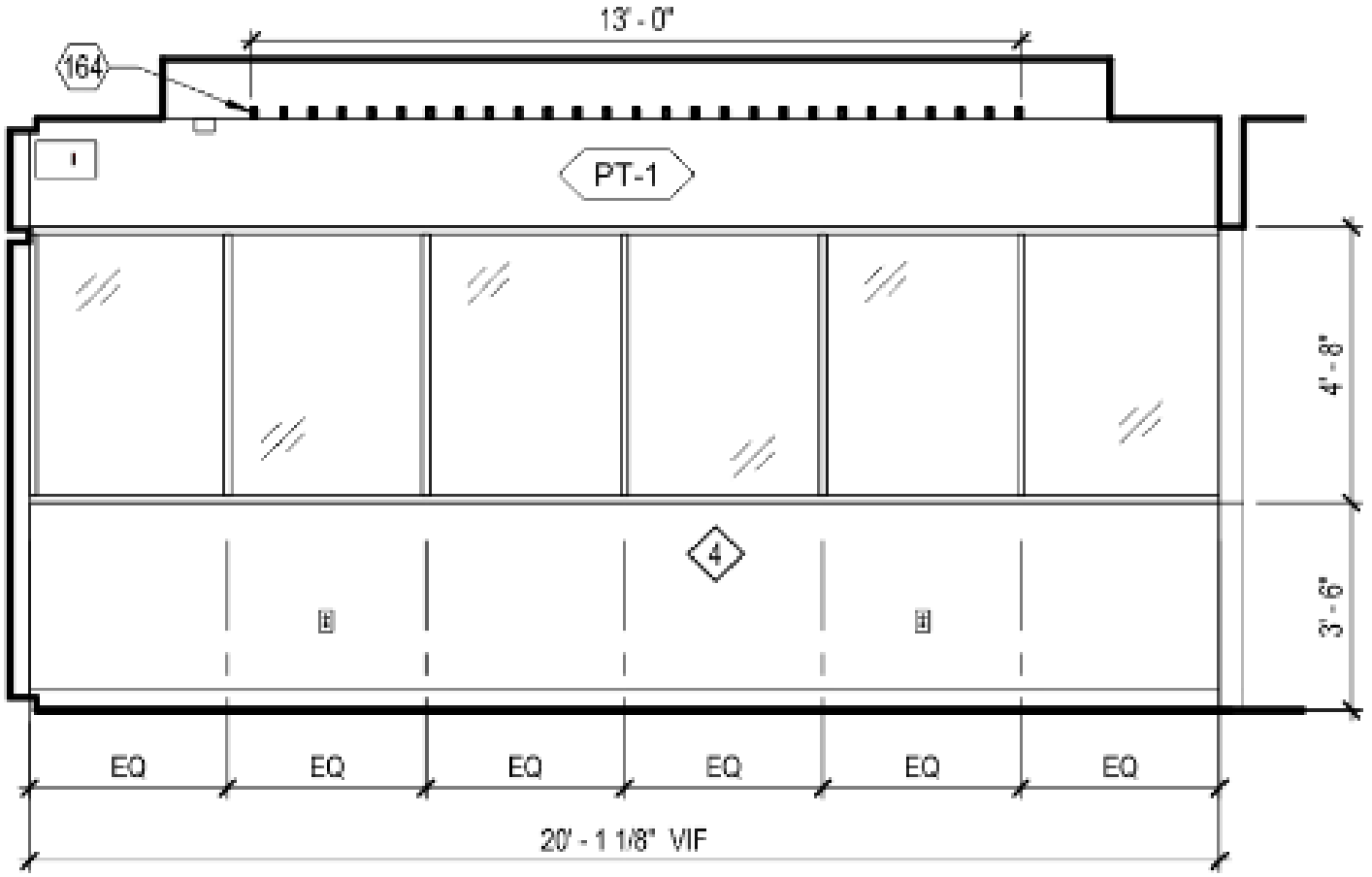
Drywall Support Labor

Item Number/Description	Amount	Additional Calendar Days
Drywall Support Labor (CCD-002)	$1,078.23	0

- Drywall framing installed for the walls between the ‘Pre Processing 103’ and ‘Post Processing 102’ rooms have glass and aluminum framing that take up the top half of the wall which does not allow the stud framing to run continuously from floor to deck above.
- The wall support elements were installed below the windows inside the 3’-6” tall section of drywall framing to brace the wall from overturning/folding if a lateral force is applied to it in the middle of the wall.

Drywall Support Labor





Drywall Support Labor



Area of changes to the wall support framing viewed from the post-processing area (September 25, 2020).

Door Hardware and Mullion Finishes Color Change

Item Number/Description	Amount	Additional Calendar Days
Door Hardware and Mullion Finishes Color Change (CCD-003)	$2,677.03	0

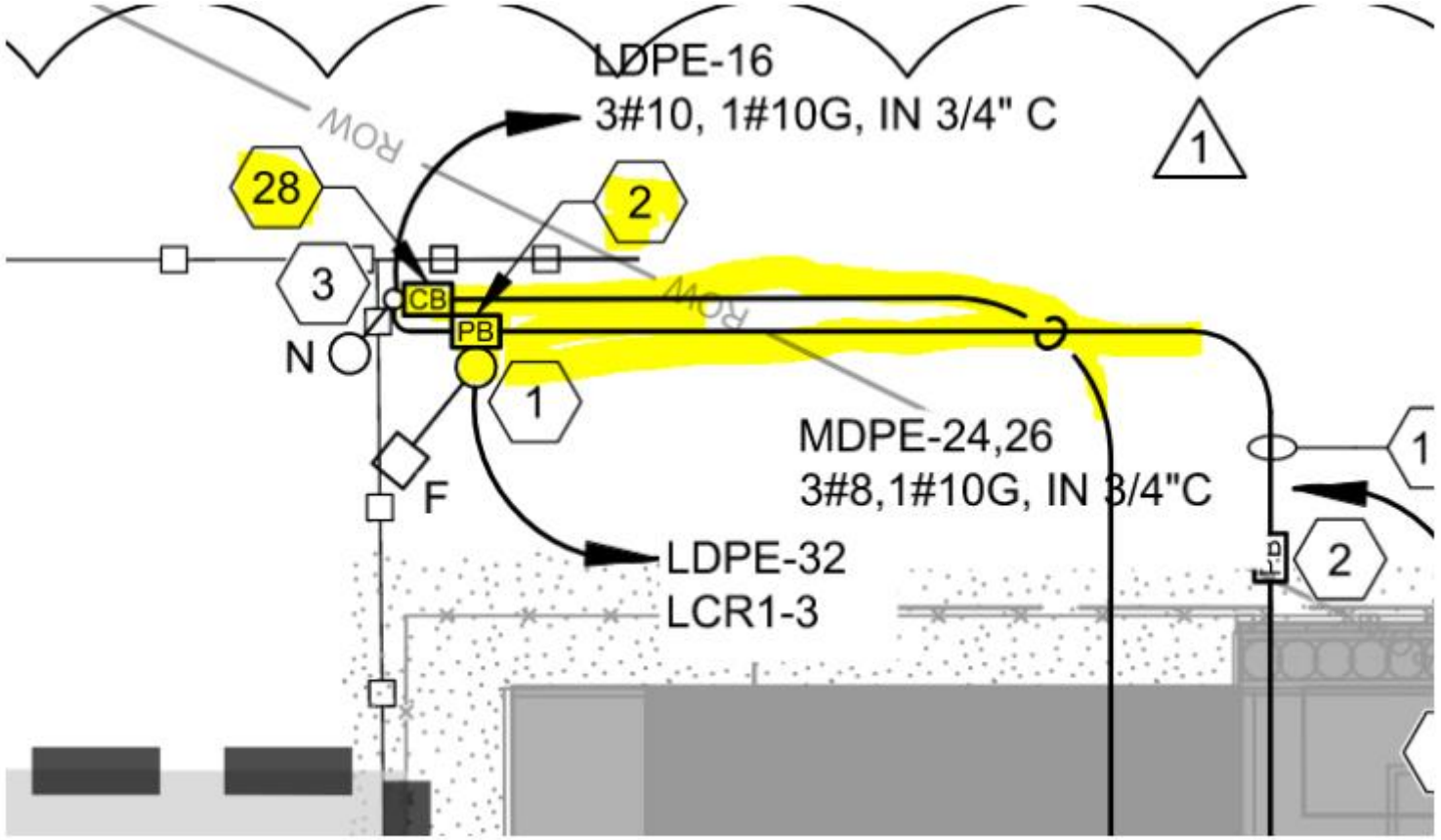
- Most exterior door hinges are a continuous geared style that run the full height of each opening. When installed on black frames, a silver stripe would have been visible on the exterior hinge side at each door.
- Similar concerns inside the building relative to the black finish of the interior glazing aluminum frames and made the same shift.
- All other hardware elements were left the originally specified finish for continuity
- All door handles were left the original finish to make them easily visible when in operation
- This change was made to minimize the added cost and quantity of revised hardware and still change the individual element that our designers were most concerned about from an aesthetic standpoint.

Northwest Security Camera Pole Removal from Project Scope

Item Number/Description	Amount	Additional Calendar Days
Northwest Security Camera Pole Removal from Project Scope	($1,612.00)	0

- The proposed Northwest security camera pole is in a location that will conflict with the airside construction.
- The Northwest light and camera pole concrete foundation and erection of the pole will be removed from this contract as a credit.
- The airside project will perform the installation of this light and camera pole with foundation as well as extend the conduit to this proposed pole location.
- JC Commercial will provide the light pole to the airside contractor and will still be responsible for the installation of the wiring, fixtures, and cameras upon completion of the light pole foundation performed by the airside contractor.

Northwest Security Camera Pole Removal from Project Scope

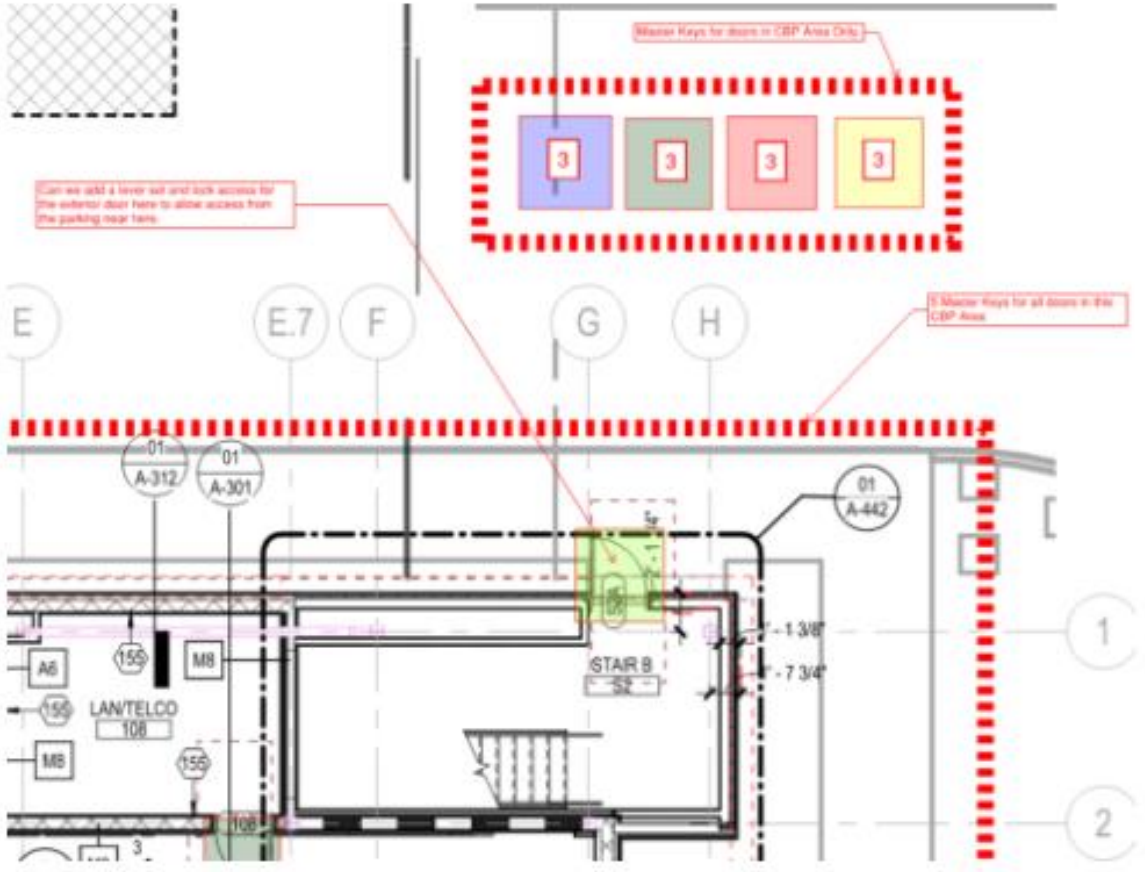


From electrical drawing - ES -102. items to be removed from the scope of work as mentioned in the list above.

Additional Hardware for Door

Item Number/Description	Amount	Additional Calendar Days
Additional Hardware for Door (CCD-004)	$886.60	0

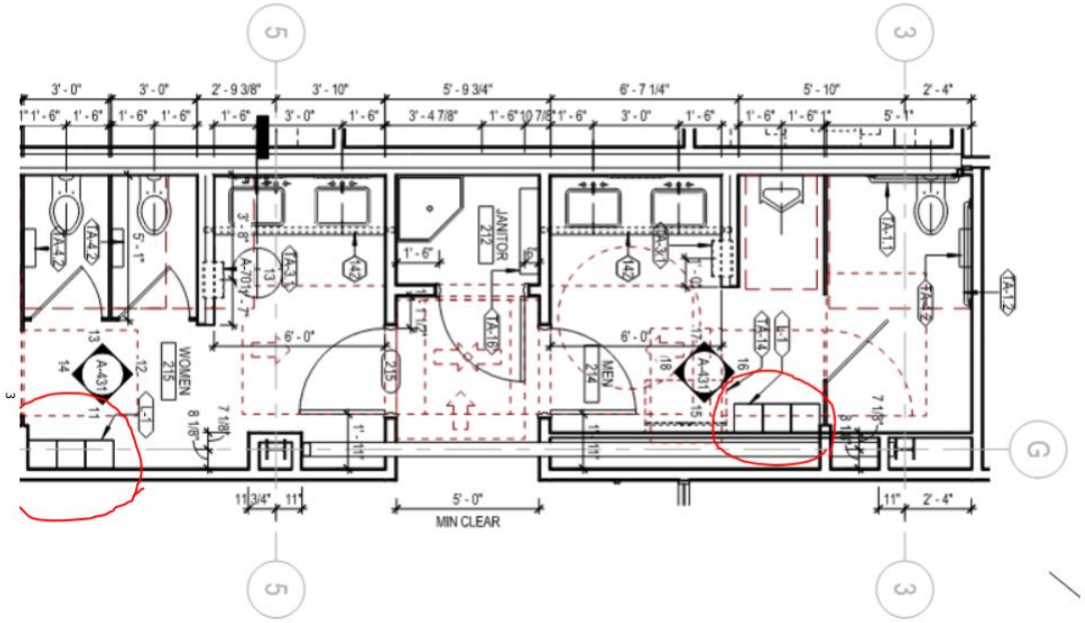
- Airport Staff requested to have access to the building using the exterior stairwell door at the northeast corner of the building for operational purposes.
- Additional hardware ordered for Door S2A for keying and access paths into and out of the building to generate the keying schedule.

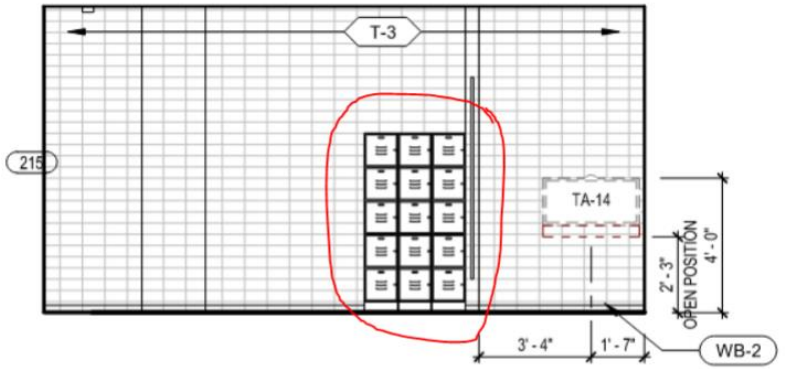


Locker Credit

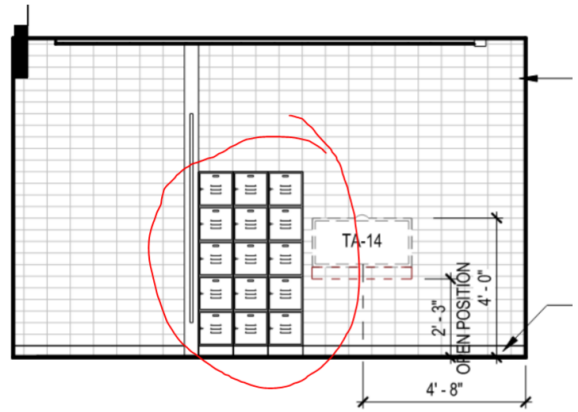
Item Number/Description	Amount	Additional Calendar Days
Locker Credit	($2,100.00)	0

- Lockers Credit to remove the small metal lockers from the project scope in the gang restrooms on the second floor.





11 ELEVATION @ WOMEN'S RR 215 - EAST
SCALE: 1/4" = 1'-0"



ISIONS
214 -

15 ELEVATION @ EAST
SCALE: 1/4" = 1'-0"

Questions / Discussion

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

DATE: October 1, 2020

TO: Joel Jenkinson, A.A.E.
Airport Director
Addison Airport
16051 Addison Road, Suite 220
Addison, TX 75001

PROJECT: Addison Airport
Addison Airport US Customs and Border Protection Facility
JC Commercial – Change Order No. 3

Mr. Jenkinson:

All items included in Change Order No. 3 are listed in the table below with the associated monetary and calendar day changes. Attached to this letter are the narratives for each of the proposed items included in the table below. Please contact us if you have any questions regarding these proposed changes.

Item Number/Description	Amount	Additional Calendar Days
Dry Wall Adjustment for Plumbing	$2,943.10	5
Landscaping and Irrigation Changes	$2,723.21	0
Equipment Delays Due to ASI 02	$7,183.18	10
CCD-001 Scuppers and Downspouts	$3,478.06	12
CCD-002 Drywall Support Labor	$1,078.23	0
CCD-003 Door Hardware and Mullion Finishes Color Change	$2,677.03	0
Northwest Security Camera Pole Removal from Project Scope	($1,612.00)	0
CCD-004 Additional Hardware for Door	$886.60	0
Locker Credit	($2,100.00)	0
Subtotal	**$17,275.41**	**27**

Signature/Date: _____
Mitchell McAnally, P.E., PMP
Senior Project Manager

Attachments: Town of Addison Change Order Form – Addison Airport US Customs and Border Protection Facility - Change Order No. 3
Change Order No. 3 Narratives

TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 3

Project Name: Addison Airport US Customs and Border Protection Facility

Project Number(s): 19-97

Contractor Name: JC Commercial, Inc.

Date: 09/22/2020

A. INTENT OF CHANGE ORDER

The purpose of this change order is to provide an amendment to the construction contract for JC Commercial to include the items mentioned below.

B. DESCRIPTION OF CHANGE

Items listed in section C will increase the contract amount to include unforeseen site conditions and requests from the US Customs and Border Protection Agency.

C. REASON FOR CHANGE

The following items will be included in the construction contract:

- Drywall adjustments submitted by the plumber for the layout of the first floor and second floor restrooms. The first location is on the first floor on the east wall of the 'Processing 109' room. Plans call for the installation of a sink into an exterior CMU block wall. All CMU walls were noted to have a 7/8" hat channel with a 5/8" layer of drywall installed on them as a typical condition per our partition types sheet. This drywall cladding layer does not allow enough thickness to conceal the required plumbing pipes within it to plumb the sink. The contractor was directed to change this interior cladding layer to an F3 furring wall which has a 3-5/8" stud attached to the block wall with a layer of 5/8" thick drywall cladding. This change provides the required space to conceal the plumbing.

  The second location is on the wet wall plumbing chase between the 'Women 104' and the 'Men 105' single use restrooms on Level 01. The plumbing chase depth provided in the plans was too narrow to accommodate the back to back toilet carriers and any plumbing crossovers. The contractor was directed to expand the width of this chase and modify its extents to provide adequate covering of toilet plumbing.

  The third location is on the second floor in the 'Men 214' and 'Women 215' restrooms. The plumbing chase depth provided in the plans was too narrow to accommodate the toilet carriers and any plumbing crossovers that were needed. The contractor was directed to expand the width of this chase to provide adequate covering of the toilet plumbing.

- Revisions to landscaping and irrigation for the proposed plantings called out on the plans. The contractor submitted plantings for review to the Landscape Architect who noted some concerns due to the shade coverage beneath the second level of the building. Revisions were made to the landscape plans and planting designs to include more shade tolerant plants and a more suitable aggregate design. Irrigation designs were updated to match the revisions to the plantings and aggregate design changes. The revised plants and aggregate designs were reviewed on-site with the Town Arborist after the revisions were issued to ensure they were in compliance with the Town of Addison standards.

- Proposal #26a was the result of equipment rental extensions that were needed to keep required equipment on-site beyond the initial rental duration. The revisions (ASI 02) were issued formally on November 14th, 2019 and were related to adjustments to the perimeter slab edges in the structural drawings.

  Initially the project was designed with a dual layer exterior skin with lighting between the layers and perforations in the exterior layer. As a result of the Value Engineering process that was requested and completed in March of 2019 to meet the project budget, this double skin was removed and replaced with a new single skin exterior cladding when the documents were issued for bid the final time on April 24, 2019. During the Structural and Architectural review of the 03 3000-1.0 Rebar Shop Drawings submittal (returned on 11/14/2019) is was discovered that some minor discrepancies existed between the Structural and Architectural slab edge locations due to the skin revisions made during VE. These discrepancies were rectified the same day the submittal was returned when we issued ASI 02. The discrepancies were minor but did require some rework to the exterior slab edge locations where work to construct them was already underway. That re-work and the duration to complete it ultimately required the extension of rentals for two pieces of equipment. The equipment in question was a Mini Excavator and a Track Loader and each rental was extended for an additional month longer than originally anticipated. Because of the rework required and the fact that other construction required it to be in-place to proceed we agree with the requested 10-day extension included in the proposal.

- Construction Change Directive 001 (CCD-001) directs the contractor to proceed with the changes associated with the Scuppers and Downspouts. The Town of Addison Building Permit reviewer requested revisions based on the calculations that were used to size the scuppers and downspouts that run down the north and south sides of the building to drain the roof. An overflow outlet was added as a back-up based on this review. The contractor had partially constructed the scupper and downspout elements along with the openings in the parapet wall at the roof that were included in the original plan documents. Re-work was required when these review comments were incorporated into the plan documents to make the scupper openings in the parapet wall larger and to add a secondary emergency overflow opening. The recessed and hidden downspout was shifted for the primary drain to be exposed on the exterior of the building for the ease of any future maintenance. The changes the contractor is requesting are reasonable based on construction progress that was made prior to the revisions were provided. If the proposal is not approved prior to that equipment leaving the site, additional costs will be incurred to bring it back to the site to complete this work.

- Construction Change Directive 002 (CCD-002) directs the contractor to proceed with the changes associated with the installation of Raco Wall Supports. The drywall framing installed for the walls between the 'Pre Processing 103' and 'Post Processing 102' rooms have glass and aluminum framing that take up the top half of the wall. This does not allow the stud framing to run continuously from floor to deck above. The wall support elements were installed below the windows inside the 3'-6" tall section of drywall framing to brace the wall from overturning/folding if a lateral force is applied to it in the middle of the wall.

- Proposal #34 resulted when the Architect was reviewing the Door Hardware submittal in conjunction with the Curtainwall and Interior Glazing packages for coordination purposes and noticed a discrepancy.

  During earlier reviews of the Curtainwall and Interior Glazing submittals the final aluminum frame finish colors for these systems were formally reviewed and confirmed to be Black.

  When the door hardware submittal was reviewed (5/11/2020) and compared to the Curtainwall and Interior Glazing systems aluminum frame finishes, we realized that the originally specified and submitted door hardware sets for these doors called for a satin stainless-steel brushed finish that clashes when applied to the black finish of the aluminum framing systems and doors.

  Because we noted this discrepancy during the submittal review process, we asked for a proposal from the GC to provide all door hardware located in the Curtainwall and Interior Glazing systems in black to match the finish on these frames/doors. This proposal was significantly higher than we were expecting and was rejected due to cost and the fact that some hardware elements on the doors in question was not available in black. Since we could not get every hardware element in black and due to the cost, we asked for a revised proposal that just included the hinges in black since they will stand out the most.

  The hinges for most exterior doors are a continuous geared style hinge and run the full height of each opening on the hinge side of the door. When these hinges are installed on black frames, a silver stripe would have been visible on the exterior hinge side at each of these doors. We had similar concerns inside the building relative to the black finish of the interior glazing aluminum frames and made the same shift. All other hardware elements were left the originally specified finish for continuity and because they are less likely to standout so much from the black frames due to location or size. All door handles were left the original finish to make them easily visible when in operation and so that they all matched throughout. This change was made to minimize the added cost and quantity of revised hardware and still change the individual element that our designers were most concerned about from an aesthetic standpoint.

  Construction Change Directive 003 (CCD-002) directs the contractor to proceed with the changes associated with proposal #34 to avoid any additional delays.

- The light and camera pole at the Northwest side of the building are proposed in a location that will conflict with the airside construction. Therefore, the light and camera pole concrete foundation and erection of the pole will be removed from this contract. The airside project will perform the installation of this light and camera pole with foundation as well as extend the conduit to this proposed pole location. JC Commercial will provide the light pole to the airside contractor. JC Commercial will still be responsible for the installation of the wiring, fixtures, and cameras upon completion of the light pole foundation performed by the airside contractor.

- Additional Hardware for Door S2A is the result of a Town Staff request when reviewing keying and access paths into and out of the building to generate the keying schedule. During a keying meeting held on August 18th the Architect reviewed all keying and access situations with Town Staff and they expressed a desire to have access to the building using an exterior stairwell door at the northeast corner of the building. Construction Change Directive 004 (CCD-002) directs the contractor to proceed with the changes associated with proposal #41 to avoid any additional delays.

- Lockers Credit is the result of a request made by Town staff to remove the small metal lockers in the gang restrooms on the second floor from the project scope. The request was made based on changes to the make-up and use of the lockers that was discussed during the furniture meetings held in the middle of August. The town wanted larger lockers based on a request from the airport police officer and these are being accommodated in the furniture package. Therefore, the need for the small metal lockers already in the project became redundant and unnecessary.

D. EFFECT OF CHANGE ON CONTRACT PRICE

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

Item Number/Description	Amount
Dry Wall Adjustment for Plumbing	$2,943.10
Landscaping and Irrigation Changes	$2,723.21
Equipment Delays Due to ASI 02	$7,183.18
CCD-001 Scuppers and Downspouts	$3,478.06
CCD-002 Drywall Support Labor	$1,078.23
CCD-003 Door Hardware and Mullion Finishes Color Change	$2,677.03
Northwest Security Camera Pole Removal from Project Scope	($1,612.00)
CCD-004 Additional Hardware for Door	$886.60
Locker Credit	($2,100.00)
Subtotal	**$17,257.41**
Amount of this Change Order	$17,257.41
Original Contract Amount	$6,223,949.00
Overall Contract Amount (Including Previous Change Orders)	$6,388,090.26
Revised Contract Amount	$6,405,347.67
Total % Increase/Decrease (Including Previous Change Orders)	2.91%

E. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change will affect 27 days of the contract time.

Item Number/Description	Calendar Days
Dry Wall Adjustment for Plumbing	5
Equipment Delays Due to ASI 02	10
CCD-001 Scuppers and Downspouts	12
Subtotal	**27**
Original Contract Start Date	September 30, 2019
Original Contract Time	450
Previously Approved Contract Time Extensions	25
Approved Contract Time Extensions this Change Order	27
New Contract Time	502
New Contract Completion Date	February 13, 2021

F. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, and JC Commercial, Inc, do hereby agree to append this Change Order Number 3 to the original contract between themselves, dated September 18, 2019.

_____ Phone: _____

City State Zip

_____

Project Manager Printed Name

_____ _____

Contractor's Signature Printed Name Department Director Printed Name

_____ _____

Engineer's Signature Printed Name Fin. & Strat. Services Rep. Printed Name

_____

City Manager Printed Name

Copies: Contractor (2)
Department

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

City Secretary Approved _____

TEL 214 522 3900
FAX 214 522 4380

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1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

September 22,2020

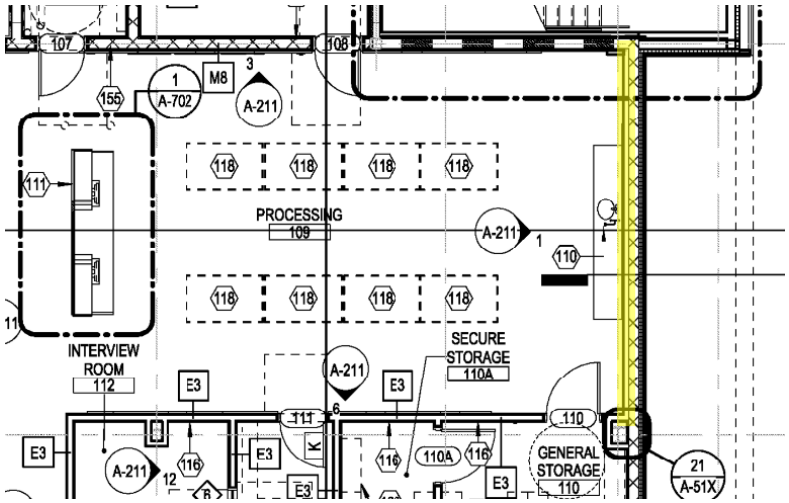
Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

Re: Narrative for Proposal #24-24a – Wall Adjustments (Drywall)(Revised)
Project No: 417151

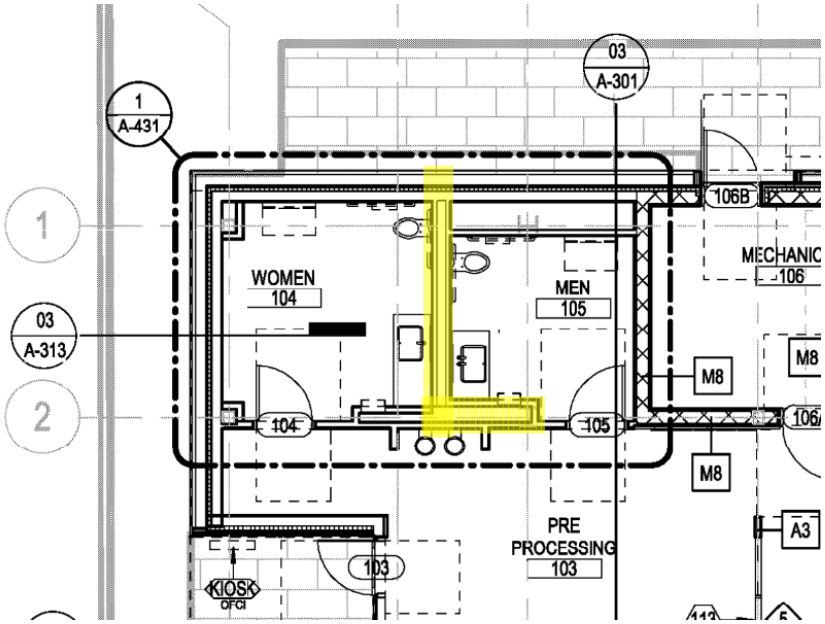
To Whom it May Concern,

Proposal #24a – Wall Adjustments (Drywall) (Revised) is the result of an issue noted by the plumber when doing his piping and fixture layout work at the wet wall chases on both level 01 and level 02. The GC submitted RFI's 103 & 104 in late May to formally bring the issue to our attention. There were 3 separate locations where issues were present, and each was addressed by modifying the framing type or wall layout slightly to resolve them and fully conceal any in-wall plumbing pipes and/or fixture carriers. Responses to the RFI's with mark-ups showing the solution were sent back to the GC approximately a week after the questions came in, and after the responses were reviewed in the field to confirm that they worked.

The first location in question was the plan east wall of Processing 109 where we had a sink being installed on the inside of an exterior CMU block wall. All CMU walls were noted to have a 7/8" hat channel with a 5/8" layer of drywall installed on them as a typical note from our partition types sheet. This drywall cladding layer does not allow enough thickness to conceal the required plumbing pipes within it to plumb the sink. We allowed the GC to change this interior cladding layer to an F3 furring wall which has a 3-5/8" stud attached to the block wall with a layer of 5/8" thick drywall cladding. This modification provides the required space to conceal the plumbing in the wall. Hat channels had already been installed when the question came up, so some re-work was required based on this change. See below for reference:

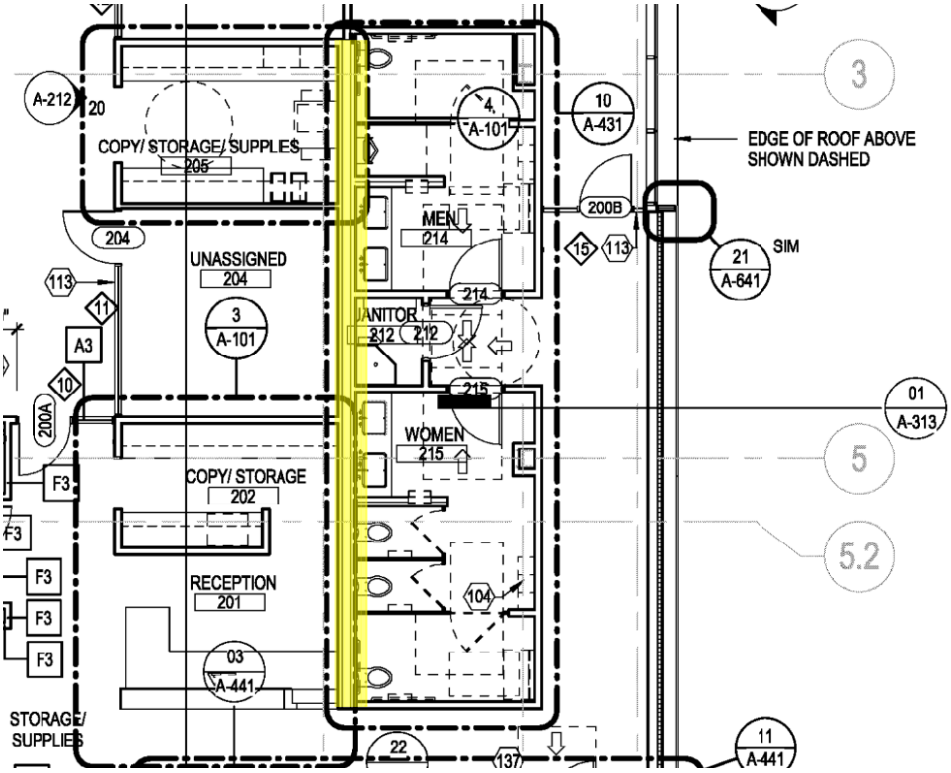


The next location we had an issue was at the wet wall plumbing chase between Women 104 and Men 105 single use restrooms on Level 01. The plumbing chase depth provided in the documents was too narrow to accommodate the back to back toilet carriers and any plumbing crossovers. We allowed the GC to expand the width of this chase and modify its extents slightly to make everything fit. We double checked all required ADA clearances prior to allowing the shift in chase size just to be safe. Some framing had already been completed in this area when the issue was noted so a minor amount or framing rework was required. See below for reference:



See next page for 3rd location.

The third location where an issue was noted was the plumbing chase wall at both Men 214 and Women 215 gang restrooms on Level 02. The plumbing chase depth provided in the documents was too narrow to accommodate the toilet carriers and any plumbing crossovers that were needed. We allowed the GC to expand the width of this chase to make everything fit. We double checked all required clearances prior to allowing the shift in chase size to be safe. Some framing was already complete when the issue was noted so a minor amount or rework was required. See below for reference:



The costs and time extensions associated with this proposal were negotiated with the GC based on industry standards and best practices and the value/days included for this proposal is reasonable and customary based on the work that was required.

Proposal #24-24a Cost Increase: $2,943.10
Proposal #24-24a Contract Days Extension: 5 Days

Sincerely,

Will Butler
Senior Associate

Request for Information 103

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Paramount Plumbing

Date Created: 5/20/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

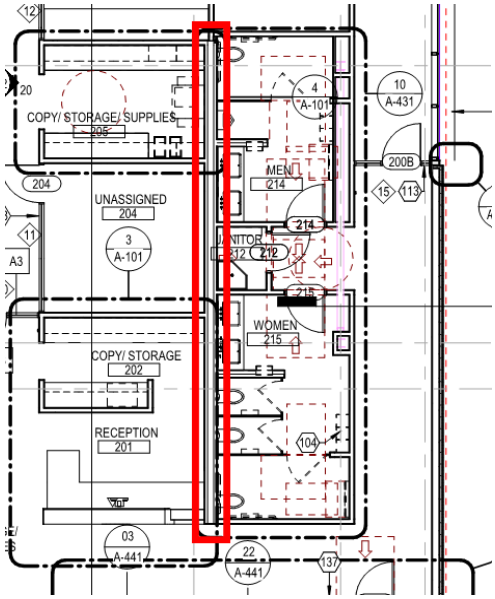
Subject: Chase Wall

Category: Architectural

Question:

Date Required: 5/27/2020

Please see markup below. The chase wall between rooms 214/215 and rooms 201/202/204/205 needs to have a minimum clearance of 14" (Required for the depth of the carriers) from inside drywall to inside drywall and the plans currently account for 10 3/8" of space. Please advise on how to proceed.



Answer:

Date Answered:

Page/

RFI Response

RFI ID	103		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	6/3/2020	**Transmittal ID**	00726
Subject	Chase Wall		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question:

Please see markup below. The chase wall between rooms 214/215 and rooms 201/202/204/205 needs to have a minimum clearance of 14" (Required for the depth of the carriers) from inside drywall to inside drywall and the plans currently account for 10 3/8" of space. Please advise on how to proceed.

Suggestion:

Answer:

Response (Answered) from: Will Butler (Page Southerland Page, Inc.)
Remarks:

See attached mark-up for further direction - Shift the plan east wall of the plumbing chase to the east by 3 5/8" to allow for the required 14" of space required in the plumbing chase. Other shifts are noted to the toilet partitions related to this shift - GC to coordinate with the toilet partition installer as required.

Contents

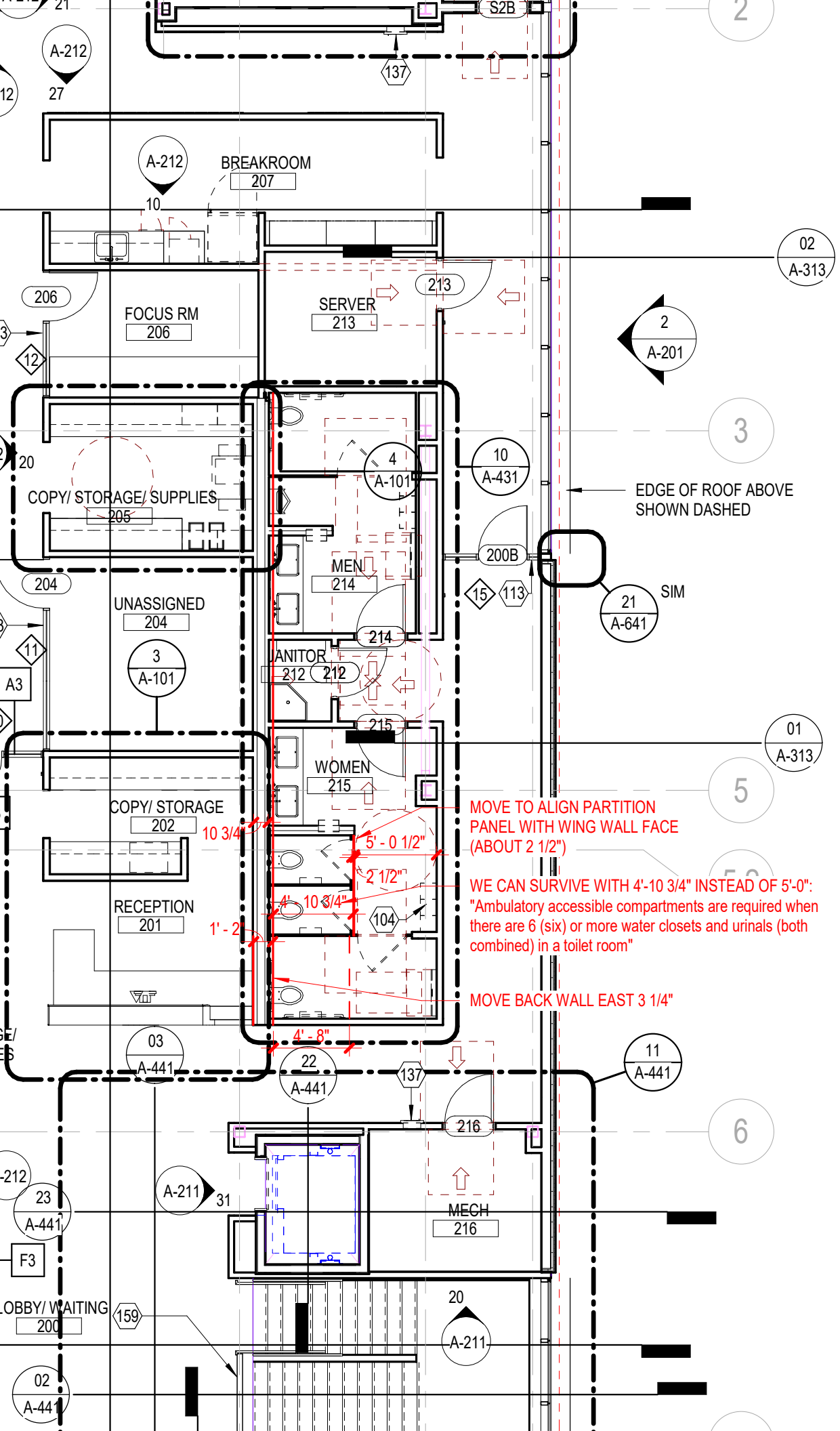
Copies	Date	Number	Description
1	5/20/2020		RFI 103 - Chase Wall.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:

Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler



123 PENAL GRADE
TOILET PAPER
124 PENAL GRADE
125 FLUSH CONTRO
126 TAMPER PROO
127 ALL ITEMS AND
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129 PENAL GRADE
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159 GUARDRAIL TO

FL

SYMBOL

1

A1 X

A-301

A-201

A-211

A-431

ROOM NAME
101

1002a

NEW DOOR
WITH DOOR TAG

Request for Information 116

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Jefferson Construction

Date Created: 6/22/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #24 - Wall Adjustments (Drywall)

Category: Change Proposal

Question:

Date Required: 6/29/2020

Please see attached change proposal. This is for wall adjustments by RR 1st floor, Processing Area and RR 2nd Floor per RFIs 103 and 104.

Answer:

Date Answered:

JC COMMERCIAL INCORPORATED

Proposal #24

Project:	Addison Airport Customs and Border Protection Facility	Owner:	Town of Addison 5350 Beltline Road Dallas, Texas 75254
Date:	6/22/20		
Attn:	Jeff Mechlem, Mitchell McAnally Will Butler, Vlad Stevanovic	Architect:	Page Southerland Page 1100 Louisiana Street, Suite One Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on RFIs 103 and 104.

Item	Description	Total
1	Wall adjustments By RR 1st floor, Processing Area and RR 2nd Floor per RFIs 103 and 104. (Drywall Only)	$ 2,948.40

Sub-total	$ 2,948.40
General Conditions	$ 147.42
Sub-total	$ 3,095.82
Insurance	$ 61.92
Bond	$ 61.92
Sub-total	$ 3,219.66
Mark up	$ 482.95
Total	**$ 3,702.61**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]	$3,702.61
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days 10

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129 Lewisville, TX 75057	1100 Louisiana Street, Suite One Houston, Texas 77002
By: Scott Arthur	By:
Signature: *Scott Arthur*	Signature:
Date: 6/15/2020	Date:

CHANGE ORDER PROPOSAL WORKSHEET

PROJECT: Addison Airport- C&B

CHANGE ORDER DESCRIPTION: #02- Wall adjustments.

Wall adjustments By RR 1st floor, Processing Area and RR 2nd Floor (see attached)

Material

Item No.	Quantity	Description	Unit Cost	Units	Total
1	1	Metal Components/Gyp Bd./ Fastners	$210.00		$210.00
2					$0.00
3					$0.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
			Material Subtotal:		$210.00

Labor

Item No.	Quantity	Description	Unit Cost	Units	Total
1	24	Mechanic: 2 men 1 day (RR 1st Floor)	$35.00	Hrs	$840.00
2				Hrs	$0.00
3	24	Mechanic: 2 men 1 day (Processing Area)	$35.00	Hrs	$840.00
4				Hrs	$0.00
5	24	Mechanic: 2 men 1.5 days (RR 2nd Floor)	$35.00	Hrs	$840.00
				Labor Subtotal:	$2520.00

Lower TieredSubcontractors *(include quote in backup)*

Item No.	Quantity	Description	Unit Cost	Units	Total
1				LS	$0.00
2				LS	$0.00
3				LS	$0.00
4				LS	$0.00
5				LS	$0.00
				Lower Tiered Subcontractor Subtotal:	$0.00

SUBTOTAL:	***$2730.00***
OH%P (08%):	$218.40
	$0.00
TOTAL:	**$2948.40**

JC Commercial Inc.

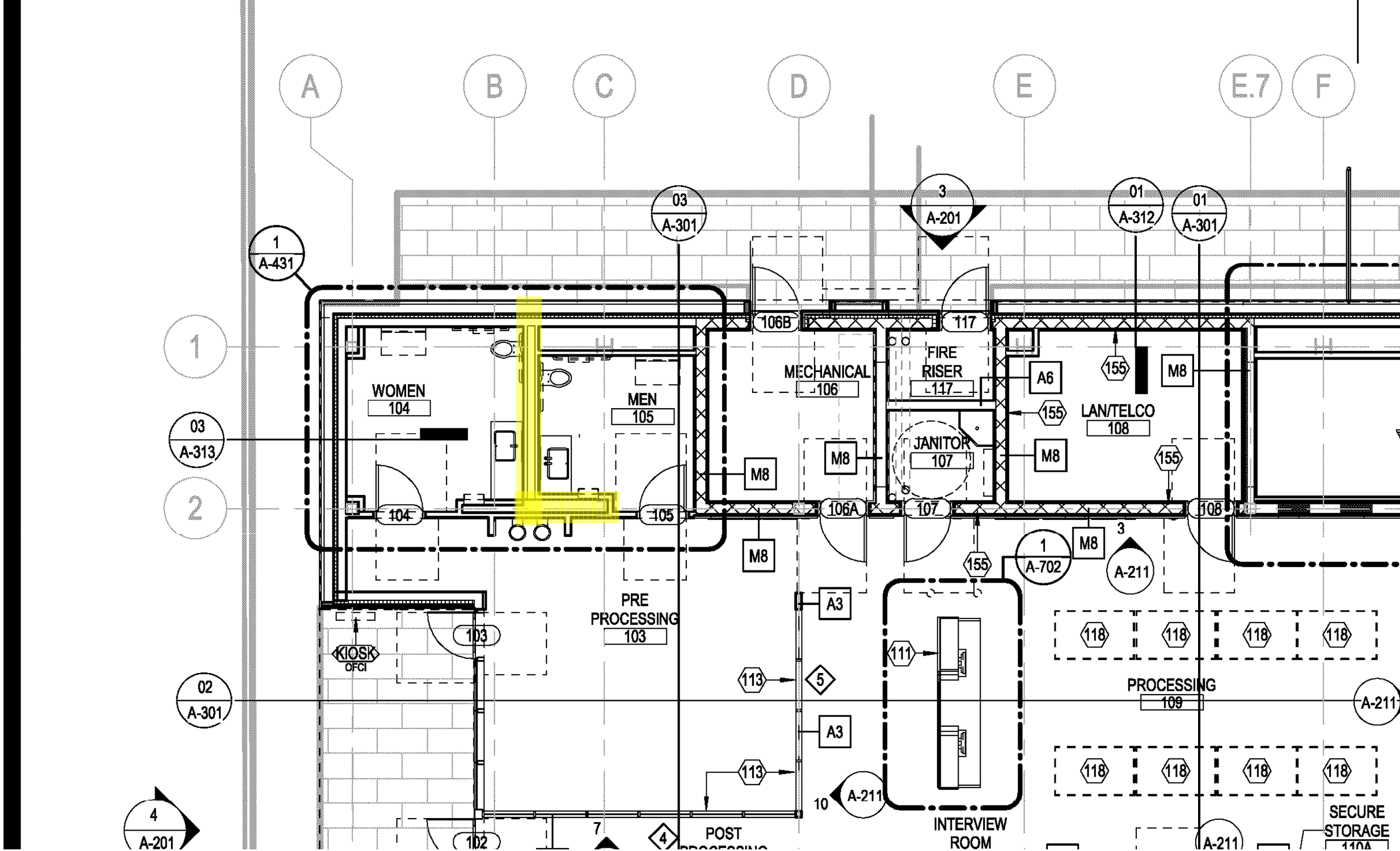
Signature Date

Printed Name & Title

Jefferson Construction Services

Signature Date

Printed Name & Title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A-312
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A-301
03
A-313
WOMEN
104
MEN
105
106B
MECHANICAL
106
117
FIRE
RISER
117
A6
155
M8
LAN/TELCO
108
JANITOR
107
M8
M8
M8
104
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106A
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108
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A-702
M8
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A-211
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PROCESSING
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A3
KIOSK
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118
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113
5
02
A-301
PROCESSING
109
A-211
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113
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A-211
INTERVIEW
ROOM
SECURE
STORAGE
4
A-201
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4
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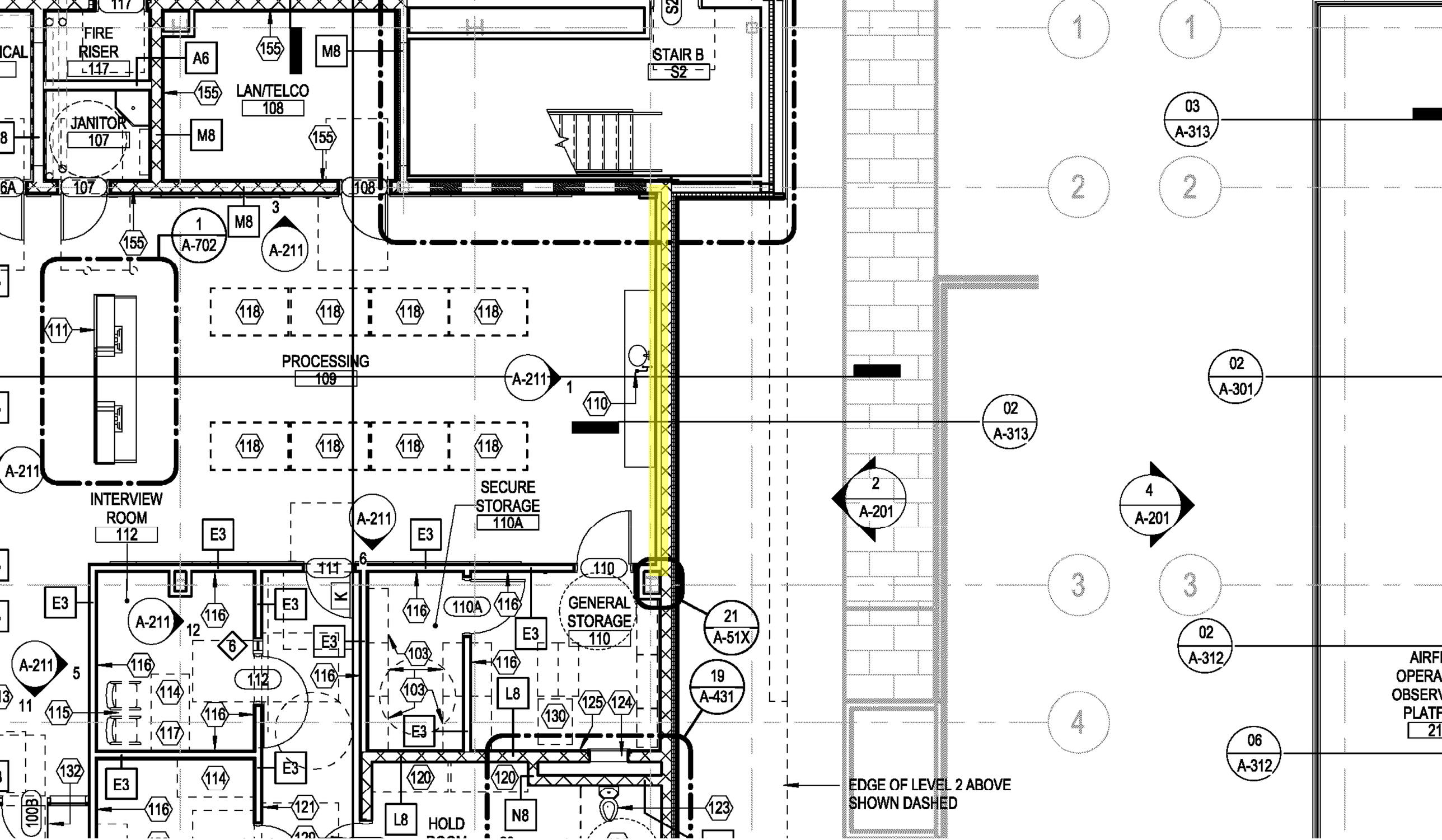
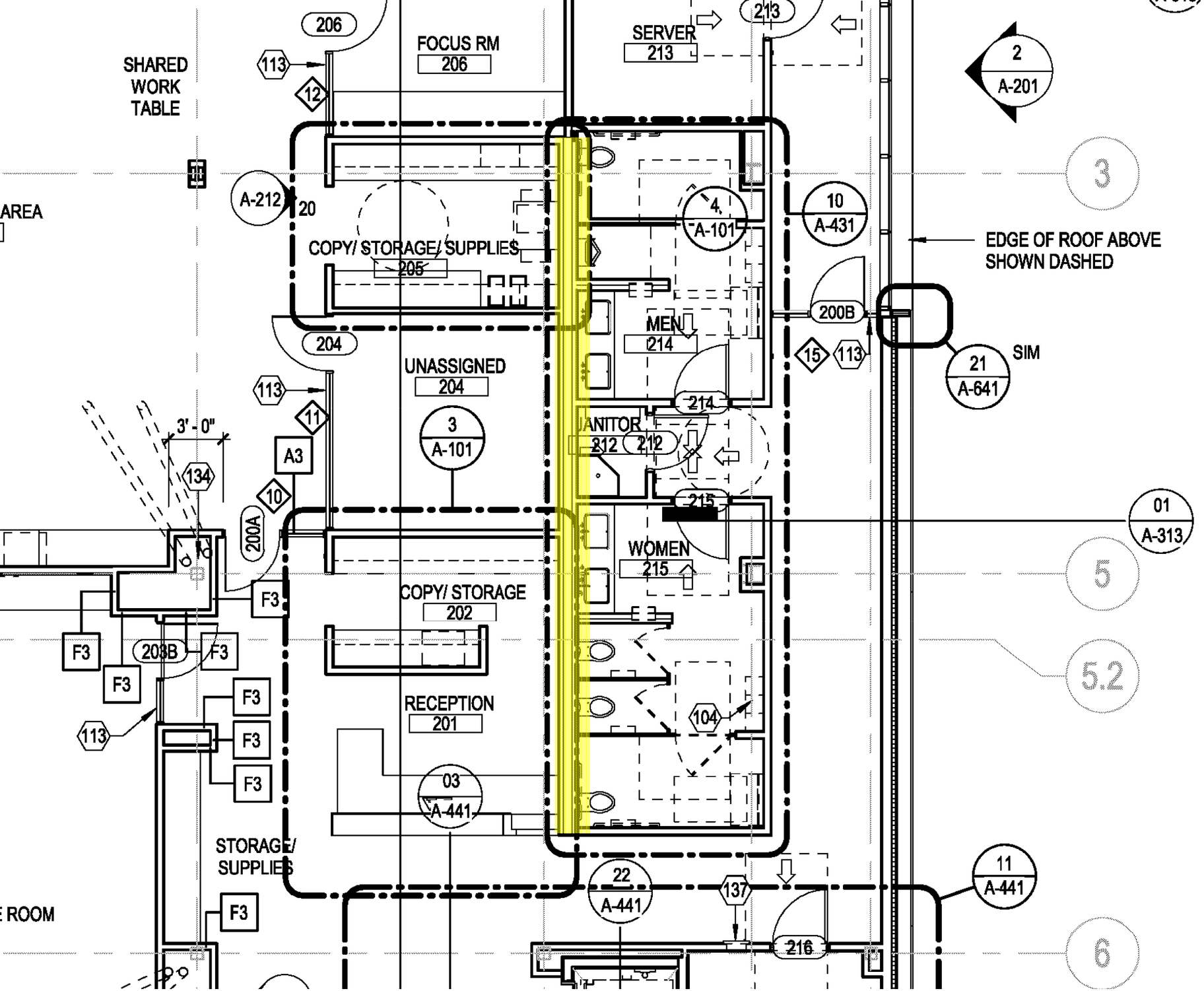
102
A-211



A-101 Floor Plan (144% of Scale); Takeoff in Active Area: All Areas; ext ceilings; JCS 2019 Q1; 6/12/2020 10:21 AM



131 INTERCOM STATION CONNECTED T
FOR ACCESS CONTROL, COORDINA
WITHIN OFFICE 101

132 THIS DOOR TO HAVE ACCESS CONT
COORDINATE WITH CBP FOR FINAL

134 PROVIDE SLEEVES IN SLAB FOR RO

135 SLAB OPENING FOR HVAC DUCTWO

137 FIRE EXTINGUISHER CABINET AT TH

155 REINFORCED 8" CONCRETE FILLED

159 GUARDRAIL TO MATCH STAIR RAILI

FLOOR PLAN

SYMBOL	DESCRIPTION
1	KEYED NOTE KEYED NOTES ON
A1 X	PARTITION TAG REFER TO PARTIT
# A-301	BUILDING SECTION WALL SECTION TAG
# A-201	EXTERIOR ELEVAT
# A-211	INTERIOR ELEVAT
# A-431	PLAN REFERENCE
ROOM NAME 101	ROOM NAME ROOM NUMBER

Request for Information 116

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Jefferson Construction

Date Created: 6/22/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #24 - Wall Adjustments (Drywall)

Category: Change Proposal

Question:

Date Required: 6/29/2020

Please see attached change proposal. This is for wall adjustments by RR 1st floor, Processing Area and RR 2nd Floor per RFIs 103 and 104.

Answer:

Date Answered:

Page Response:

Drywall framing at the 1st and 2nd floor restroom and the furring strips called for in the processing area were already underway when the plumber noted the issues with the clearances required inside the restroom and wall chases that drove the RFI response. The RFI response did modify the framing at both restroom chases and the furring wall at the processing area to fully conceal the plumbing pipes and allow them to slope/cross each other as required.

The submitted values are acceptable but the quantity of hours and contract days extension seems to be off given what is called out vs how the number is calculated. See the mark-up on page 2/3 of 6 for more detailed comments. Please revise hours, contract extension days, and pricing to align with the durations quoted and resubmit. Once numbers are adjusted as noted, the proposal will be approved.

JC COMMERCIAL INCORPORATED

Proposal #24

Project:	Addison Airport Customs and Border Protection Facility	Owner:	Town of Addison 5350 Beltline Road Dallas, Texas 75254
Date:	6/22/20		
Attn:	Jeff Mechlem, Mitchell McAnally Will Butler, Vlad Stevanovic	Architect:	Page Southerland Page 1100 Louisiana Street, Suite One Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on RFIs 103 and 104.

Item	Description	Total
1	Wall adjustments By RR 1st floor, Processing Area and RR 2nd Floor per RFIs 103 and 104. (Drywall Only)	$ 2,948.40

Recalculate per comments above and resubmit for final approval.

Sub-total	$ 2,948.40
General Conditions	$ 147.42
Sub-total	$ 3,095.82
Insurance	$ 61.92
Bond	$ 61.92
Sub-total	$ 3,219.66
Mark up	$ 482.95
Total	**$ 3,702.61**

The proposal itself only calls for 3.5 days of work so why are you asking for 10 here? I would give you 5 at best with a day and a half of hold up time on top of the days required for the work but 10 is too many.

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]	$3,702.61
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days 10

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129 Lewisville, TX 75057	1100 Louisiana Street, Suite One Houston, Texas 77002
By: Scott Arthur	By:
Signature: *Scott Arthur*	Signature:
Date: 6/15/2020	Date:

CHANGE ORDER PROPOSAL WORKSHEET

PROJECT: Addison Airport- C&B

CHANGE ORDER DESCRIPTION: #02- Wall adjustments.

Wall adjustments By RR 1st floor, Processing Area and RR 2nd Floor (see attached)

Material

Item No.	Quantity	Description	Unit Cost	Units	Total
1	1	Metal Components/Gyp Bd./ Fastners	$210.00		$210.00
2					$0.00
3					$0.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
				Material Subtotal:	$210.00

As calculated each guy would have worked a 12 hour day to get 24 here and that does not seem reasonable. I will give you 2 guys for an 8 hour day each to rework.

Labor

24 hours x $35.00 = $840.00 but the line item notes 2 men for 1 day which would be 16 hours x $35.00 = $560.00

Item No.	Quantity	Description	Unit Cost	Units	Total
1	24	Mechanic: 2 men 1 day (RR 1st Floor)	$35.00	Hrs	~~$840.00~~ $560.00
2				Hrs	$0.00
3	24	Mechanic: 2 men 1 day (Processing Area)	$35.00	Hrs	~~$840.00~~ $560.00
4				Hrs	$0.00
5	24	Mechanic: 2 men 1.5 days (RR 2nd Floor)	$35.00	Hrs	$840.00
				Labor Subtotal:	~~$2520.00~~ $1960.00

Lower TieredSubcontractors *(include quote in backup)*

Item No.	Quantity	Description	Unit Cost	Units	Total
1				LS	$0.00
2				LS	$0.00
3				LS	$0.00
4				LS	$0.00
5				LS	$0.00
				Lower Tiered Subcontractor Subtotal:	$0.00

SUBTOTAL:	***$2730.00***
OH%P (08%):	$218.40
	$0.00
TOTAL:	**$2948.40**

Recalculate per comments above and resubmit for final approval.

JC Commercial Inc.

Signature Date

Printed Name & Title

Jefferson Construction Services

Signature Date

Printed Name & Title

Page/

RFI Response

RFI ID	116		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	7/7/2020	**Transmittal ID**	00794
Subject	Proposal #24 - Wall Adjustments (Drywall)		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question:

Please see attached change proposal. This is for wall adjustments by RR 1st floor, Processing Area and RR 2nd Floor per RFIs 103 and 104.

Suggestion:

Answer:

Response (Additional Information Needed) from: Will Butler (Page Southerland Page, Inc.)
Remarks:

See attached mark-up of the submitted proposal for notes and comments. Please review durations and values as noted and adjust pricing/durations as required and resubmit for review and final approval.

Contents

Copies	Date	Number	Description
1	6/22/2020		RFI 116 - Proposal #24 - Wall Adjustments (Drywall).pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:

Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler

Request for Information 133

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Jefferson Construction

Date Created: 7/10/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #24a - Wall Adjustments (Drywall)

Category: Proposal

Question:

Date Required: 7/17/2020

Please see the attached change proposal for review. This is a revised version of "Proposal #24 - Wall Adjustments" based on the comments in RFI #116. The subcontractor has lowered their price and we have agreed to the suggested amount of additional days.

Answer:

Date Answered:

Page Response:

The values submitted here are reasonable given the extent of the changes required and the amount of time/work required to complete the revised layouts. The stud walls had been partially framed per the contract drawings and those sections had to be reworked based on the RFI response.

The submitted days extension is also reasonable given the delay in work while waiting on the RFI response and additional days of work required to remove and reinstall portions of the already framed walls.

JC COMMERCIAL INCORPORATED

Proposal #24a

Project:	Addison Airport Customs and Border Protection Facility	Owner:	Town of Addison 5350 Beltline Road Dallas, Texas 75254
Date:	7/9/2020		
Attn:	Jeff Mechlem, Mitchell McAnally Will Butler, Vlad Stevanovic	Architect:	Page Southerland Page 1100 Louisiana Street, Suite One Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on RFIs 103 and 104.

Item	Description	Total
1	Wall adjustments By RR 1st floor, Processing Area and RR 2nd Floor per RFIs 103 and 104.	$ 2,343.60

Sub-total	$ 2,343.60
General Conditions	$ 117.18
Sub-total	$ 2,460.78
Insurance	$ 49.22
Bond	$ 49.22
Sub-total	$ 2,559.22
Mark up	$ 383.88
Total	**$ 2,943.10**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]		$2,943.10
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days	5

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129 Lewisville, TX 75057	1100 Louisiana Street, Suite One Houston, Texas 77002
By: Scott Arthur	By:
Signature: *Scott Arthur*	Signature:
Date: 7/9/2020	Date:

CHANGE ORDER PROPOSAL WORKSHEET

PROJECT: Addison Airport- C&B

CHANGE ORDER DESCRIPTION: #02- Wall adjustments.

Wall adjustments By RR 1st floor, Processing Area and RR 2nd Floor (see attached)

Material

Item No.	Quantity	Description	Unit Cost	Units	Total
1	1	Metal Components/Gyp Bd./ Fastners	$210.00		$210.00
2					$0.00
3					$0.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
				Material Subtotal:	$210.00

Labor

Item No.	Quantity	Description	Unit Cost	Units	Total
1	16	Mechanic: 2 men 1 day (RR 1st Floor)	$35.00	Hrs	$560.00
2				Hrs	$0.00
3	16	Mechanic: 2 men 1 day (Processing Area)	$35.00	Hrs	$560.00
4				Hrs	$0.00
5	24	Mechanic: 2 men 1.5 days (RR 2nd Floor)	$35.00	Hrs	$840.00
				Labor Subtotal:	$1,960.00

Lower TieredSubcontractors *(include quote in backup)*

Item No.	Quantity	Description	Unit Cost	Units	Total
1				LS	$0.00
2				LS	$0.00
3				LS	$0.00
4				LS	$0.00
5				LS	$0.00
				Lower Tiered Subcontractor Subtotal:	$0.00

SUBTOTAL:	***$2,170.00***
OH%P (08%):	$173.60
	$0.00
TOTAL:	**$ 2,343.60**

JC Commercial Inc.

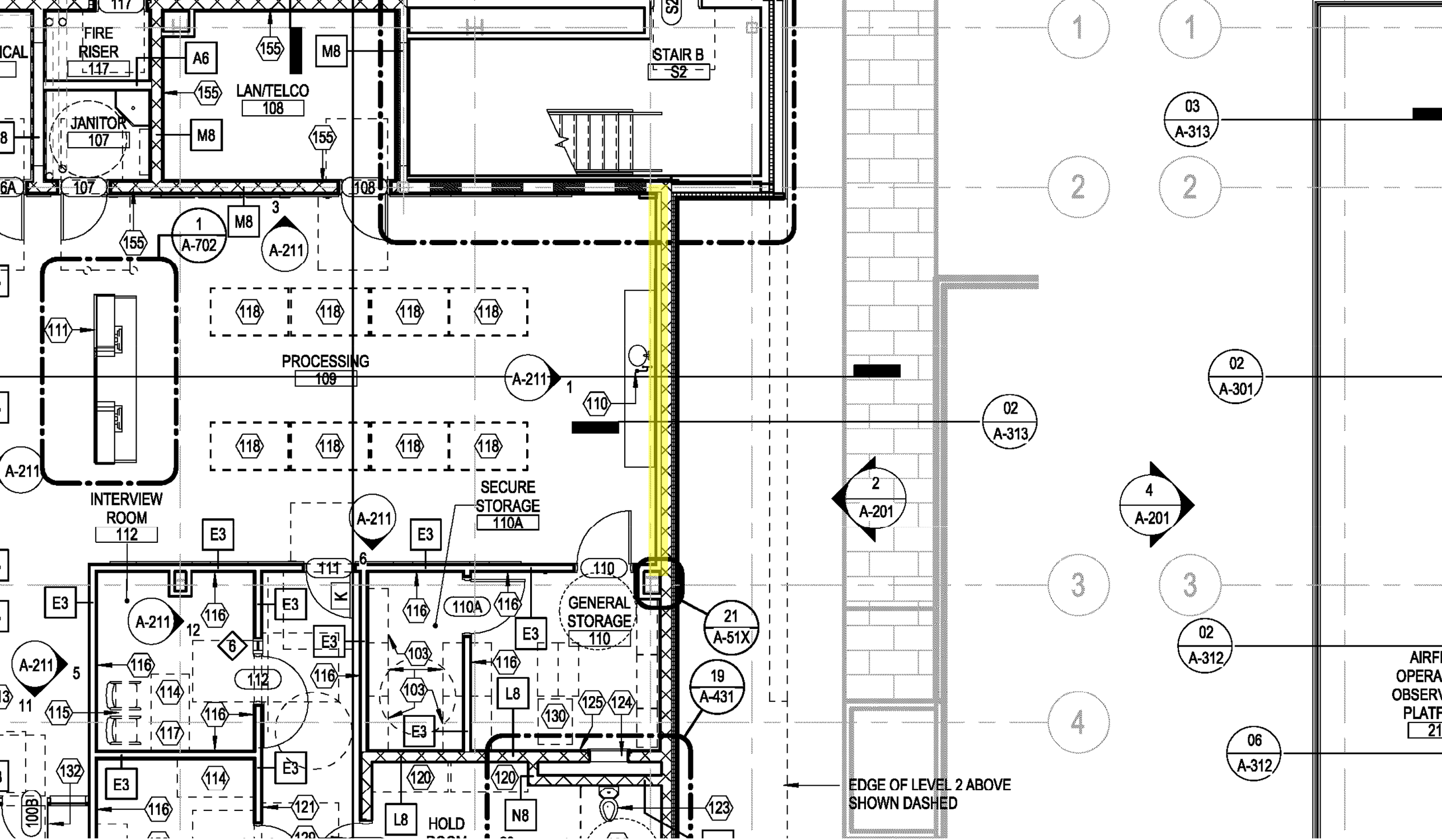
Signature Date

Printed Name & Title

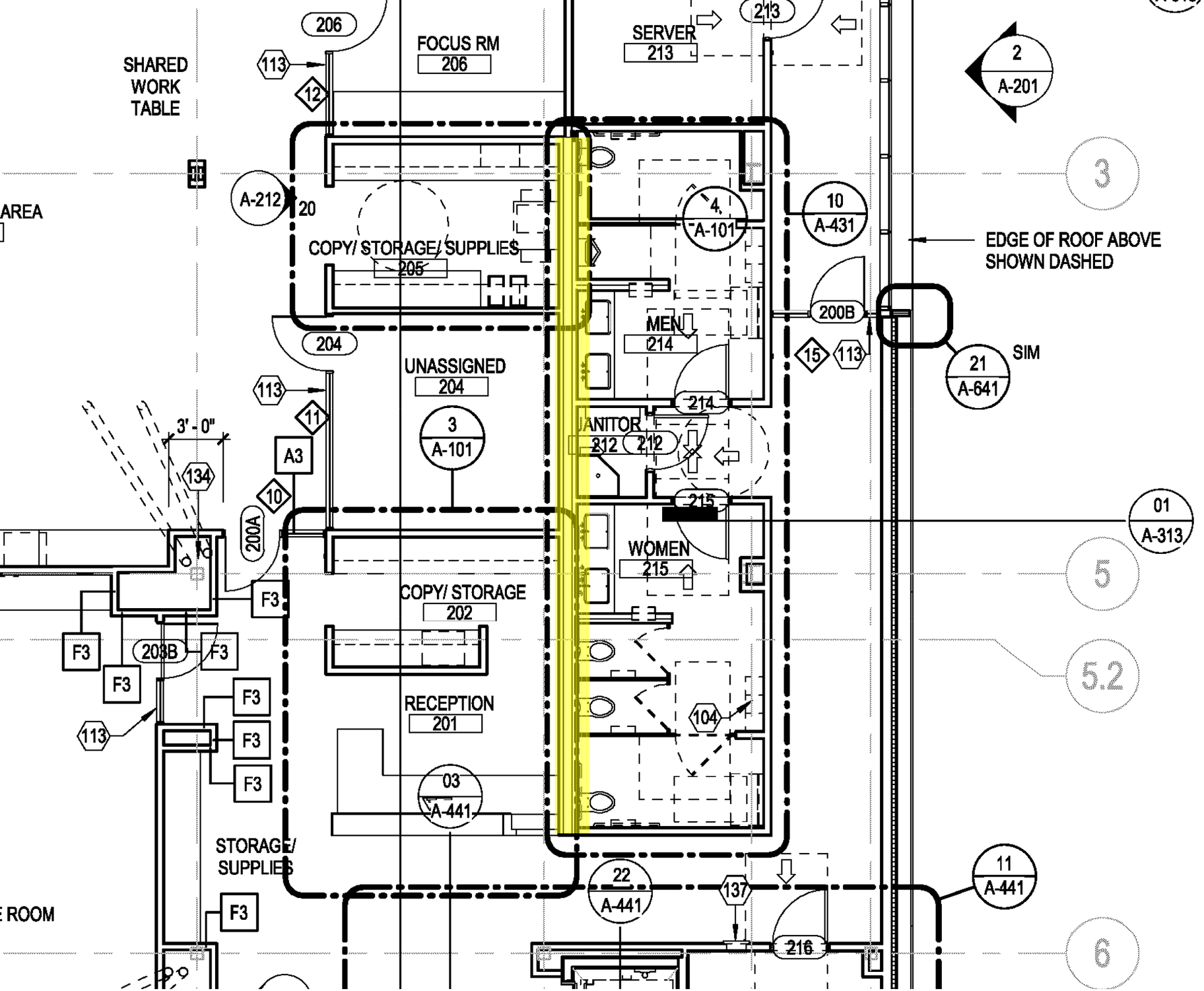
Jefferson Construction Services

Signature Date

Printed Name & Title



A-101 Floor Plan (144% of Scale); Takeoff in Active Area: All Areas; ext ceilings; JCS 2019 Q1; 6/12/2020 10:21 AM



131 INTERCOM STATION CONNECTED T
FOR ACCESS CONTROL, COORDINA
WITHIN OFFICE 101

132 THIS DOOR TO HAVE ACCESS CONT
COORDINATE WITH CBP FOR FINAL

134 PROVIDE SLEEVES IN SLAB FOR RO

135 SLAB OPENING FOR HVAC DUCTWO

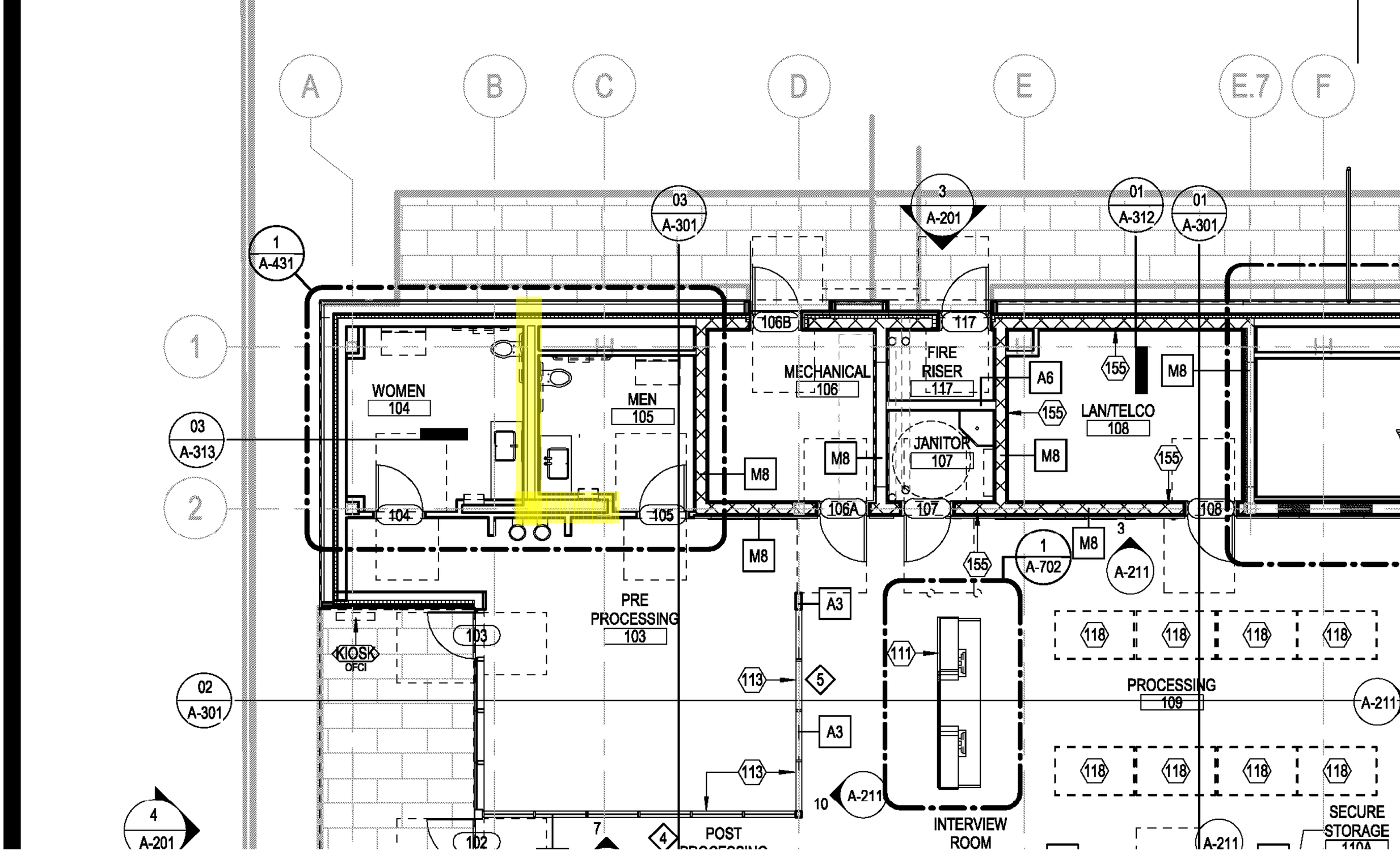
137 FIRE EXTINGUISHER CABINET AT TH

155 REINFORCED 8" CONCRETE FILLED

159 GUARDRAIL TO MATCH STAIR RAILI

FLOOR PLAN

SYMBOL	DESCRIPTION
1	KEYED NOTE KEYED NOTES ON
A1 X	PARTITION TAG REFER TO PARTIT
# A-301	BUILDING SECTION WALL SECTION TAG
# A-201	EXTERIOR ELEVAT
# A-211	INTERIOR ELEVAT
# A-431	PLAN REFERENCE
ROOM NAME 101	ROOM NAME ROOM NUMBER


A
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03
A-301
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A-431
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01
A-312
01
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KIOSK
OFCI
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A-211

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RFI Response

RFI ID	133		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	7/30/2020	**Transmittal ID**	00860
Subject	Proposal #24a - Wall Adjustments (Drywall)		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question:

Please see the attached change proposal for review. This is a revised version of "Proposal #24 - Wall Adjustments" based on the comments in RFI #116. The subcontractor has lowered their price and we have agreed to the suggested amount of additional days.

Suggestion:

Answer:

Response (Answered) from: Will Butler (Page Southerland Page, Inc.)
Remarks:

See attached for Page response - Values/days submitted here are reasonable and will be include with the next change order.

Contents

Copies	Date	Number	Description
1	7/10/2020		RFI #133 - Proposal #24a - Wall Adjustments (Drywall).pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:

Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler

TEL 214 522 3900
FAX 214 522 4380

Page Southerland Page, Inc.
1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

September 22,2020

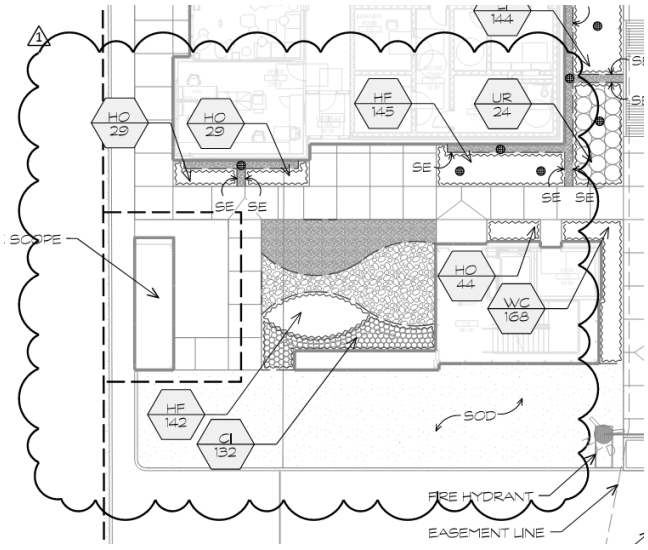
Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

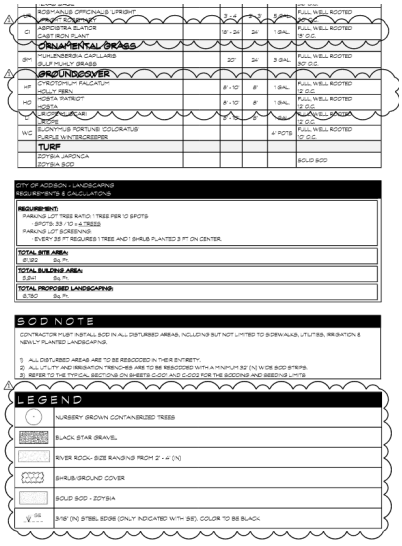
Re: Narrative for Proposal #25-25a – Landscape & Irrigation Changes (CPR 02)(Revised)
Project No: 417151

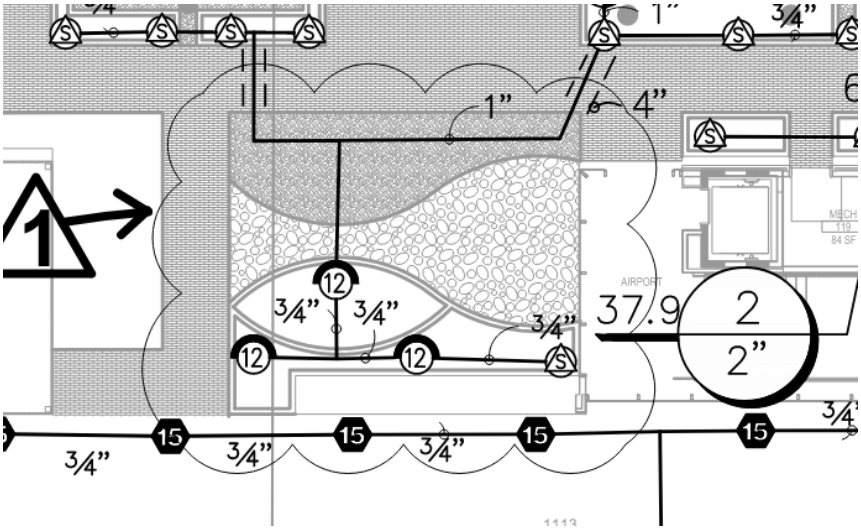
To Whom it May Concern,

Proposal #25a was the result of revisions (formally issued as CPR 02 on March 30th) to the Landscape and Irrigation drawings that were issued to the GC based on the Landscape Architects review of the plantings and site product data submittal. When the submittal for the plantings and site materials was submitted for review the Landscape Architect noted some concerns with the plantings they had originally specified due them reconsidering the shade coverage/extent beneath the second level of the building. Revisions were made to the landscape plans and planting designs to include more shade tolerant plants and a more suitable aggregate design. Irrigation designs were also updated to match the revisions to the plantings and aggregate design changes. These revisions were provided with the returned submittal on March 16th and then formally issued out a few days later on the 30th. The revised plants and aggregate designs were reviewed on-site with the Town Arborist to ensure they were in compliance with Town standards.

See clouded areas below clipped from the revised landscape sheets issued with CPR 02:







The GC initially submitted a Proposal #25 at a much higher value and upon review the Landscape Architect noted several instances of double or incorrect quantities. These issues were noted to the GC and subcontractor and an updated proposal was provided (25a) to rectify the issues.

The costs associated with this revised proposal were negotiated with the GC based on industry standards and best practices and the value included for this proposal is reasonable and customary based on the work that was required. We do not agree with the number of days requested for the contract extension related to this change. We are including zero extra days in the change order unless the GC can demonstrate that these changes are somehow on the critical path and are holding up all other construction enough to justify additional days.

Proposal #25-25a Cost Increase: $2,723.21
Proposal #25-25a Contract Days Extension: 0 Days

Sincerely,

Will Butler
Senior Associate

Page/

Submittal Response

Submittal ID	320000.02		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Will Butler Page Southerland Page, Inc. 1800 Main Street Suite 123 Dallas TX 75201 United States (469) 621 4837
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	3/16/2020	**Transmittal ID**	00605
Subject	Exterior Improvements - Cover Sheet - Table of Contents - Product Data		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

This review is only for general conformance with the design concept and the information given in the Contract Documents. Corrections or comments made on the submittal during this review do not relieve the contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Contractor is responsible for: dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of the Work with that of all other trades and performing the work in a safe and satisfactory manner.

Action: Revise and Resubmit

Remarks:

Response (Revise and Resubmit) from: Travis Triola (Kudela & Weinheimer)

Remarks:

Please see attached response.

Contents

Copies	Date	Number	Description
1	2/11/2020		32 0000 - Exterior Improvements.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:

Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michael Haskins
Michelle LeBlanc
Scott Arthur
Will Butler

KUDELA & WEINHEIMER
LANDSCAPE ARCHITECTS

7155 Old Katy Road, Suite 270 | Houston, Texas 77024
713.869.6987

1000 Central Parkway North, Suite 268 | San Antonio, TX 78232
210.349.3500

TRANSMITTAL

To: Page/
1100 Louisana
Suite One
Houston, TX 77002

Attention: Mr. Jeff Mechlem
Phone: (713) 658-2253

Date: 03/13/2020

Project: Addison Airport Customs Facility Site
PSP-752

Sent by: Bradley Pointon

Issued for:

_X Submittal ___Construction ___Approval ___RFI
___Estimate ___Record ___Review ___Pay Application

Regarding: Submittal 320000.02 Exterior Improvements

We Are Sending You:

Quantity	Identification	Description

Remarks: See comments below.

CC: KW File

Delivered by:
_____ Mail
_____Courier
_____By Hand
___X__Email

THIS SHEET WILL BE OFFICIALLY ISSUED ONCE PR NUMBER IS ASSIGNED BY PAGE SOUTHERLAND PAGE.

GENERAL NOTES

1 PLANTING SOIL MIXTURE SHALL BE ONE OF THE FOLLOWING:

LANDSCAPE MIX

PREMIUM BED MIX BY THE GROUND UP CONTACT AT 832-247-2574	OR	ULTRA SOIL BY LIVING EARTH TECHNOLOGY GROUP CONTACT AT 713-466-7380 OR 281-342-8113

OR

READY TO PLANT BY SOIL BUILDING SYSTEMS
CONTACT AT 972-931-9191

2 BIDDING CONTRACTORS BE ADVISED THAT ALL NEW TREE MATERIAL IS TO BE CONTAINER GROWN, CORRESPONDING TO STATED ROOT BALL SIZES AS RECOGNIZED BY INDUSTRY STANDARDS. THIS SHALL EXCLUDE ALL B&B, MACHINE MOVED, OR TRANSPLANTED TREES FROM THE BIDDING PROCESS UNLESS OTHERWISE INDICATED ON THE PLAN. THE INSTALLATION CONTRACTOR SHALL BE PREPARED TO PROVIDE PHOTOGRAPHS OF INTENDED PLANT MATERIAL ALONG WITH SIGNED CLARIFICATION THAT PLANT MATERIAL MEETS THESE REQUIREMENTS AND THAT NO VARIATIONS OR SUBSTITUTIONS HAVE BEEN MADE.

3 THE LANDSCAPE CONTRACTOR DOING THE INSTALLATION OF THIS WORK SHALL SUBMIT TO KUDELA & WEINHEIMER INFORMATION REGARDING SOURCING OF PLANT MATERIAL. ALL PLANT MATERIAL MUST BE CONTAINER GROWN AND APPROVED AT THE SOURSE OF GROTH BY KUDELA & WEINHEIMER. TREE MATERIAL MEETING THE SPECIFICATIONS WILL BE TAGGED WITH A SERIALIZED LOCKING TAG AT THE NURSERY BY KUDELA & WEINHEIMER. PLANTS ARRIVING AT THE JOB SITE WITHOUT THESE TAGES WILL BE CATEGORICALLY REJECTED AT THE CONTRACTOR'S EXPENSE.

4 IF THE PLANTING PLAN DOES NOT AGREE WITH THE PLANT LIST, THE QUANTITIES INDICATED GRAPHICALLY ON THE PLANTING PLAN SHALL GOVERN.

5 CONTRACTOR IS RESPONSIBLE FOR THE GRADING OF PARKING LOT ISLANDS AND SETBACKS. GRADE CHANGES SHALL RANGE FROM 6" (N) TO 15" (N) ABOVE THE CURB, DEPENDING ON THE SIZE OF THE ISLAND. SELECT TOPSOIL SHALL BE USED FOR THESE BERMS. SEE PARKING ISLAND TREE DETAIL.

6 ALL DISTURBED AREAS ARE TO RECIVE 6" (N) OF TOPSOIL TOPPED WITH MULCH, SOD, OR HYDROMULCH (DEPENDING ON THE AREA), AND IS TO BE WATERED UNTIL A HEALTHY STAND OF GRASS IS

7 ALL TREES PLANTED ADJACENT TO ACCESSIBLE ROUTES AND ACCESSIBLE AREAS SHALL NOT HAVE LIMBS BELOW 80" (N) A.F.F.

PLANT LIST

SYM.	BOTANICAL NAME / COMMON NAME	CAL.	HEIGHT	SPREAD	MIN. ROOT	REMARKS
	TREES					
MG	MAGNOLIA GRANDIFLORA 'LITTLE GEM' LITTLE GEM MAGNOLIA	3" - 3 1/2"	11' - 12'	6' - 7'	65 GAL.	MATCHED, WELL ROOTED
	SHRUBS					
BG	ALPINIA ZERUMBET SHELL GINGER		4' - 7'	5' - 6'	5 GAL.	FULL, WELL ROOTED 36" O.C.
TB	LEUCOPHYLLUM FRUTESCENS TEXAS SAGE		6' - 8'	4' - 5'	5 GAL.	FULL, WELL ROOTED 36" O.C.
RA	ROSMARINUS OFFICINALIS 'UPRIGHT' UPRIGHT ROSEMARY		3' - 4'	2' - 3'	5 GAL.	FULL, WELL ROOTED 36" O.C.
C	ASPIDISTRA ELATIOR CAST IRON PLANT		18" - 24"	24"	1 GAL.	FULL, WELL ROOTED 18" O.C.
	ORNAMENTAL GRASS					
GM	MUHLENBERGIA CAPILLARIS GULF MUHLY GRASS		20"	24"	3 GAL.	FULL, WELL ROOTED 30" O.C.
	GROUNDCOVER					
HF	CYRTOMIUM FALCATUM HOLLY FERN		8' - 10"	8"	1 GAL.	FULL, WELL ROOTED 12" O.C.
HO	HOSTA 'PATRIOT' HOSTA		8' - 10"	8"	1 GAL.	FULL, WELL ROOTED 12" O.C.
LI	LIRIOPE MUSCARI LIRIOPE		8" - 1'	8"	1 GAL.	FULL, WELL SPACED 12" O.C.
WC	EUONYMUS FORTUNEI 'COLORATUS' PURPLE WINTERCREEPER				4" POTS	FULL, WELL ROOTED 10" O.C.
	TURF					
	ZOYSIA JAPONCA ZOYSIA SOD					SOLID SOD

CITY OF ADDISON - LANDSCAPING REQUIREMENTS & CALCULATIONS

REQUIREMENT:
PARKING LOT TREE RATIO: 1 TREE PER 10 SPOTS
SPOTS: 33 / 10 = 4 TREES
PARKING LOT SCREENING:
- EVERY 35 FT REQUIRES 1 TREE AND 1 SHRUB PLANTED 3 FT ON CENTER.

TOTAL SITE AREA:
61,122 Sq. Ft.

TOTAL BUILDING AREA:
5,234 Sq. Ft.

TOTAL PROPOSED LANDSCAPING:
6,736 Sq. Ft.

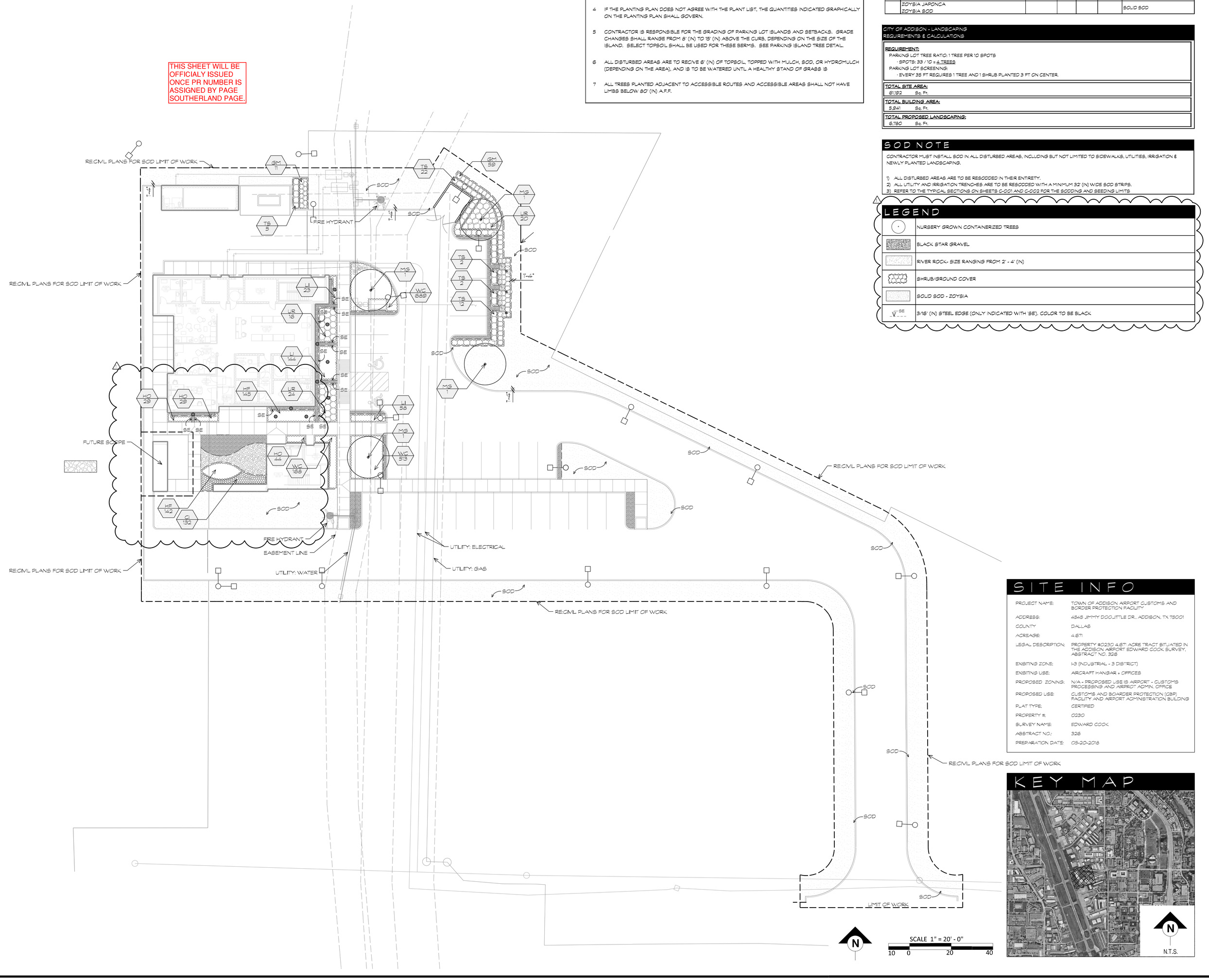
SOD NOTE

CONTRACTOR MUST INSTALL SOD IN ALL DISTURBED AREAS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, UTILITIES, IRRIGATION & NEWLY PLANTED LANDSCAPING.

1) ALL DISTURBED AREAS ARE TO BE RESODDED IN THEIR ENTIRETY.
2) ALL UTILITY AND IRRIGATION TRENCHES ARE TO BE RESODDED WITH A MINIMUM 30" (N) WIDE SOD STRIPS.
3) REFER TO THE TYPICAL SECTIONS ON SHEETS C001 AND C002 FOR THE SODDING AND SEEDING LIMITS.

LEGEND

	NURSERY GROWN CONTAINERIZED TREES
	BLACK STAR GRAVEL
	RIVER ROCK- SIZE RANGING FROM 2" - 4" (N)
	SHRUB/GROUND COVER
	SOLID SOD - ZOYSIA
SE	3/16" (N) STEEL EDGE (ONLY INDICATED WITH SE). COLOR TO BE BLACK



SITE INFO

PROJECT NAME:	TOWN OF ADDISON AIRPORT CUSTOMS AND BORDER PROTECTION FACILITY
ADDRESS:	4545 JIMMY DOOLITTLE DR., ADDISON, TX 75001
COUNTY	DALLAS
ACREAGE:	4.671
LEGAL DESCRIPTION:	PROPERTY #0230 4.671 ACRE TRACT SITUATED IN THE ADDISON AIRPORT EDWARD COOK SURVEY, ABSTRACT NO. 326
EXISTING ZONE:	I-3 (INDUSTRIAL - 3 DISTRICT)
EXISTING USE:	AIRCRAFT HANGAR + OFFICES
PROPOSED ZONING:	N/A - PROPOSED USE IS AIRPORT - CUSTOMS PROCESSING AND AIRPORT ADMIN. OFFICE
PROPOSED USE:	CUSTOMS AND BOARDER PROTECTION (CBP) FACILITY AND AIRPORT ADMINISTRATION BUILDING
PLAT TYPE:	CERTIFIED
PROPERTY #:	0230
SURVEY NAME:	EDWARD COOK
ABSTRACT NO.:	326
PREPARATION DATE:	08-20-2018

KEY MAP

Page/

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com
TEL 713 871 8484
FAX 713 871 8440
ARCHITECTURE / ENGINEERING / INTERIORS / PLANNING / CONSULTING
Austin / Dallas / Denver / Houston / San Francisco / Washington DC / International Affiliate Offices

CIVIL
GARVER
3010 Gayford Parkway
Suite 190
Frisco, TX 75034
972-377-7480

STRUCTURAL
AG&E STRUCTURAL
15280 Addison Road
Suite 310
Addison, TX 75001
214-520-7202

MEP
GARVER
3010 Gayford Parkway
Suite 190
Frisco, TX 75034
972-377-7480

LANDSCAPE
KUDELA&WEINHEIMER
7155 Old Katy Road
Suite 270
Houston, Texas 77024
713-869-6987

WAYFINDING
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

TECHNOLOGY
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

Town of Addison Airport Customs and Border Protection Facility

4545 Jimmy Doolittle Drive
Addison, TX 75001

REVISION HISTORY

ISSUE FOR CONSTRUCTION	09 JAN 2020
△ PR 00000000	12 MAR 2020

REVISION DESCRIPTION DATE

PROFESSIONAL SEALS

REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS
03/2/2020

PLANTING PLAN

DRAWN BY: AS
CHECKED BY: ML
PROJECT NUMBER: 417151
PROJECT ABBREVIATION: Addison FIS
ORIGINAL ISSUE: ISSUE FOR CONSTRUCTION
DATE: 09 JANUARY 2020

L3.01

SHEET NUMBER

Submittal Transmittal

Page Southerland Page, Inc. | 1800 Main Street Suite 123 Dallas TX 75201 United States

PROJECT:	417151 - City of Addison Airport 417151	DATE SENT:	2/12/2020
		RETURN BY:	2/18/2020
SUBJECT:	Exterior Improvements - Cover Sheet - Table of Contents - Product Data	SUBMITTAL ID:	320000.02
TYPE:	Submittal	TRANSMITTAL ID:	00526
PURPOSE:	For Review	VIA:	Info Exchange
SPEC SECTION:	32 00 00		

FROM

NAME	COMPANY	EMAIL	PHONE
Will Butler	Page Southerland Page, Inc.	wbutler@pagethink.com	(469) 621 4837

TO

NAME	COMPANY	EMAIL	PHONE
Travis Triola	Kudela & Weinheimer	ttriola@kwtexas.com	713 929 3543
Trey Patronella	Kudela & Weinheimer	tpatronella@kwtexas.com	

REMARKS: For your review.

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	NOTES
1	2/11/2020	32 0000 - Exterior Improvements.pdf		

COPIES:

Michael Lobo (Kudela & Weinheimer)

Submittal Transmittal

32 0000 - Exterior Improvements

Addison Airport Customs and Border Protection Facility
4545 Jimmy Doolittle Drive
Addison, Texas 75001

JC COM Project # 15319

Date Created: 2/11/2020

Transmitted to:	Attn:	Author Company	Authored By:
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, TX 77002	Jeff Mechlem	JC Commercial 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057	Tommie Matthews Jr.

Spec. #	Description	Submittal #	Via
32 0000	**Exterior Improvements**		
	Cover Sheet		Newforma
	Table of Contents		
	Plants		
	Lanscape Planting Schedule		
	Landscape Maintenance Instructions		
	Aggregate		
	Landscapers Mix Data Sheet		
	Premium Mulch Data Sheet		
	Native Hardwood Mulch Data Sheet		
	Topsoil Data Sheet		
	Fertilizer Data Sheet		

Date Required: 2/18/2020

JC Commercial, Inc.
1801 Lake Pointe Drive, Suite 129
Lewisville, TX 75057

☐ Revise & Resubmit
☐ Reviewed as Noted
☒ Reviewed

Reviewed By: TM 2/11/2020

This approval is for general conformance with plans and specs. It does not relieve the supplier from providing the specified materials.

☐ REVIEWED ☐ EXCEPTIONS NOTED
☐ REJECTED ☒ REVISE & RESUBMIT

Corrections or notations made on Shop Drawings during this review do not relieved the Contractor from complying with requirements of the Contract Documents. This review is only for check of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Contractor is responsible for confirming & correlating all quantities & dimensions, selecting fabrication processes, and technique of construction & performing this work in a safe manner.

Date: 03/13/2020
By: BRADLEY POINTON
KUDELA & WEINHEIMER, L.P.
Houston Texas

SEE ATTACHED UNOFFICIAL REVISION TO PLANTING PLAN (WILL BE ISSUED ONCE ASSIGNED A PR NUMBER BY PSP). CONTRACTOR TO REVISE SUBMITTAL TO INCLUDE NEW PLANT SELECTIONS AND RIVER ROCK FOR PLANTING AREA UNDER CANOPY. INCLUDE ALL REQUIRED SOIL TESTING DATA IN REVISION.

LANDSCAPE SUBMITTAL/MAINTENANCE INSTRUCTIONS/PLANTING SCHEDULE

Project:
Customs and Boarder Protection Facility
Addison, TX

Owner:
Town of Addison Airport
Addison, TX

General Contractor:
J.C. Commercial, Inc
Lewisville, TX

Architect:
Kudela and Weinheimer
Houston, TX

Prepared By:
Elite Landscape Inc.
Frisco, TX

Table of Contents

Item Number	Description
1.	PLANTS
2.	LANDSCAPE PLANTING SCHEDULE
3.	LANDSCAPE MAINTENANCE INSTRUCTIONS
4.	AGGREGATE
5.	LANDSCAPERS MIX DATA SHEET
6.	PREMIUM MULCH DATA SHEET
7.	NATIVE HARDWOOD MULCH DATA SHEET
8.	TOPSOIL DATA SHEET
9.	FERTILIZER DATA SHEET

Note: Item numbers do not represent page numbers

ZOYSIA JAPONCA



LIRIOPE MUSCARI



PURPLE WINTERCREEPER



GULF MUHLY GRASS



UPRIGHT ROSEMARY



TEXAS SAGE



THESE ARE NO LONGER BEING USED ON THE PROJECT, REFERENCE UPDATED PLANS.

ALPINE ZERUMBET



THESE ARE NO LONGER BEING USED ON THE PROJECT, REFERENCE UPDATED PLANS.

RED OAK



LITTLE GEM MAGNOLIA



LANDSCAPE PLANTING SCHEDULE

Anticipated Planting Schedule:

August 2020

- Tree Planting (Little Gem Magnolia/Red Oak)
- Staking, Watering, Mulching, Fertilizing at Time of Planting

September 2020

- Shrub Planting (Liriope Muscari, Purple Wintercreeper, Gulf Muhly Grass, Upright Rosemary, Texas Sage, Alpinia Zerumbet)
- Bed Preparation, Watering, Mulching, Fertilizing at Time of Planting

Schedule is Subject to Change Based on General Contractor

1335 Blue Lake Dr. • Frisco, Texas 75033
972-670-8553 • Fax 214-705-1985

Customs and Boarder Protection Facility

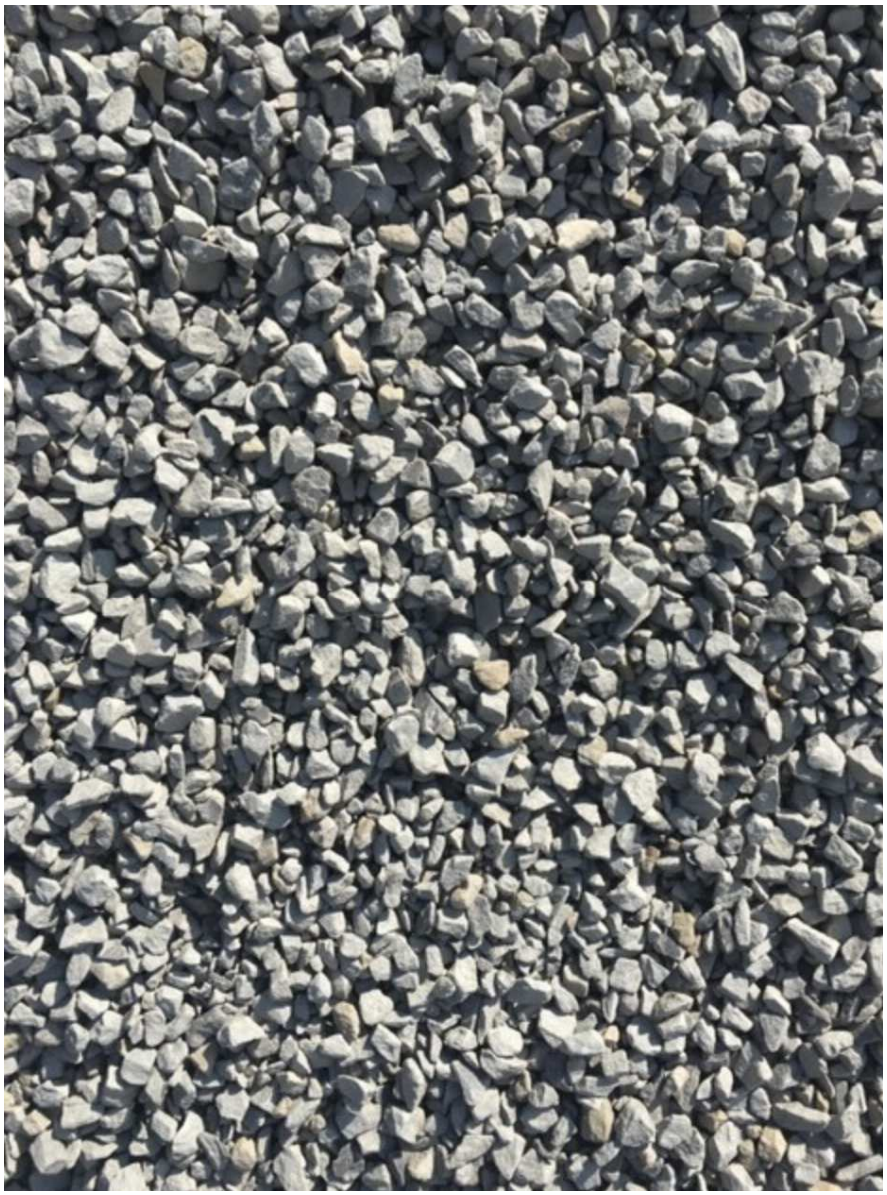
February 10, 2020

Landscape Maintenance Instructions

Service Options													
Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
TURF MAINTENANCE													
Warm Season Grass													
Mow/Edge/Trim	1	2	2	4	4	4	4	4	4	3	3	1	36
Post Broadleaf Spray					1								1
Granular Fertilization					1	1	1						3
Granular Fire Ant Control						1							1
Pre Emergent Spray		1		1									2
Post Summer Spray						1	1						2
SHRUB & GC MAINTENANCE													
Weeding Beds	1	2	2	4	4	4	4	4	4	3	3	1	36
Trim High Maintenance Shrubs		1		1	1	1	1	1	1	1			8
Trim Low Maintenance Shrubs				1			1					1	3
Trim Low Maintenance Groundcover	1					1	1	1					4
Fertilize Shrubs & Groundcover					1	1	1						3
Bed Pre-emergent						1	1						2
TREE MAINTENANCE													
Light Pruning												1	1
Pruning												1	1
IRRIGATION MAINTENANCE													
Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12
OTHER MAINTENANCE													
Herbicide Crack/Crevice				1	1	1	1	1	1				6
Re-Mulch								1					1
Seasonal Color													0

BLACK STAR AGGREGATE

CONTRACTOR TO SUBMIT PHYSICAL SAMPLE FOR FINAL ACCEPTANCE.



TBK Materials, LLC
5208 Tennyson Parkway
Suite 130
Plano, TX 75024

CONTRACTOR TO SUBMIT PHYSICAL SAMPLE AND MOST RECENT TESTING DATA FOR FINAL ACCEPTANCE AS A SUBSTITUTE.

Product Data Sheet: Landscapers Mix

TBK Materials Landscapers Mix (50/50) is a popular soil blend that is composed of our compost, sandy loam, & native top soil. Our compost contains leaves, wood shavings, manure, grass/tree clippings, hay, and other organic feedstock which enrich the soil. Sandy loam is a native sand that contains clay, silt, and rocks. The sandy loam is screened prior to blending to ensure large rocks have been removed.

Product Specifications:

Landscapers Mix is made from compost which is then blended at a 50/50 mix with sandy loam and native top soil. Testing results of this product can be provided upon request.

Standard Installation / Application:

Commonly used to prep & raise planter beds. Recommended install depth of 12” with a 6” topping of our Pro-Bedding Mix for best results. For light bed prep, utilizing only the Landscapers Mix is also acceptable.

This product is also used as a nutrient enriched fill dirt to fill in low areas along driveways, walkways, low turf spots, and new sod prep. Low turf spots should receive a minimum of a ½” which should be raked in. New sod installation should receive a minimum of 1” depth beneath the sod to promote root growth.



TBK Materials – Recycling Facility Contact:

5006 FM 1385
Aubrey, TX 76227
940.440.9469 office

Brian Gatlin
469.247.2161 cell
bgatlin@tbkmaterials.com

http://www.tbkmaterials.com/product/mulch-soil

TBK Materials, LLC
5208 Tennyson Parkway
Suite 130
Plano, TX 75024

US Composting Council® Proud Member I'm a Soilbuilder!

CONTRACTOR TO SUBMIT PHYSICAL SAMPLE AND MOST RECENT TESTING DATA FOR FINAL ACCEPTANCE AS A SUBSTITUTE.

Product Data Sheet: Premium Mulch

TBK Materials Premium Mulch is a fine shredded Hardwood Mulch which is composed of native hardwood products that are brought to us for recycling. These products are put through a double grinding & screening process. The material is then aged giving the finished product a brown to dark brown color tone. Organic matter is present which will add nutrients to the existing soil while improving water holding capacity.

Product Specifications:

Native Hardwoods that are double ground through a commercial grinder. The material passes through two sets of screens with the final pass being through a 1 ½" screen. The material is then aged which allows the material to enhance the color tone ranging from brown to dark brown. Testing results of this product can be provided upon request.

Standard Uses & Applications/Installation:

Commonly used around trees, shrubs, and planter beds. It is recommended that you spread the mulch evenly over the area with a minimum depth of 3". Mulching your project immediately after planting your new plants is important to the life of the plant. It is important to keep the mulch away from the stem of the plant to allow for proper plant growth.



TBK Materials – Recycling Facility Contact:

5006 FM 1385
Aubrey, TX 76227
940.440.9469 office

Brian Gatlin
469.247.2161 cell
bgatlin@tbkmaterials.com

http://www.tbkmaterials.com/product/mulch-soil

TBK Materials, LLC
5208 Tennyson Parkway
Suite 130
Plano, TX 75024

US Composting Council® Proud Member I'm a Soilbuilder!

ALL MULCH SHOULD BE SAME PRODUCT, USE MULCH ON PRIOR SHEET.

Product Data Sheet: Native Hardwood Mulch

TBK Materials Native Hardwood Mulch is composed of native hardwood products that are brought to us for recycling. These products are put through a double grinding & screening process. The material is then aged giving the finished product a brown to dark brown color tone. Organic matter is present which will add nutrients to the existing soil while improving water holding capacity.

Product Specifications:

Native Hardwoods that are double ground through a commercial grinder. The material passes through two sets of screens with the final pass being through a 2" screen. The material is then aged which allows the material to enhance the color tone ranging from brown to dark brown. Testing results of this product can be provided upon request.

Standard Uses & Applications/Installation:

Commonly used around trees, shrubs, and planter beds. It is recommended that you spread the mulch evenly over the area with a minimum depth of 3". Mulching your project immediately after planting your new plants is important to the life of the plant. It is important to keep the mulch away from the stem of the plant to allow for proper plant growth.



TBK Materials – Recycling Facility Contact:

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TBK Materials, LLC
5208 Tennyson Parkway
Suite 130
Plano, TX 75024

REVIEWED FOR USE AS FINE GRADING IN SOD AREAS ONLY. CONTRACTOR TO SUBMIT PHYSICAL SAMPLE AND MOST RECENT TESTING DATA FOR FINAL ACCEPTANCE.

Product Data Sheet: Topsoil

TBK Materials Topsoil is a native soil that contains clay, silt, sand, and rocks. The soil is screened prior to sale to ensure large rocks & debris have been removed.

Topsoil Blends are available where nutrient rich compost can be added in at the client's desired percentage rate.



TBK Materials – Mulch & Soils Facility Contact:
5006 FM 1385
Aubrey, TX 76227
940.440.9469 office

Brian Gatlin
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18-24-12/Uflexx

GUARANTEED ANALYSIS:

Total Nitrogen (N)*.....	**18.00%**
Available Phosphate (P_2O_5)	**24.00%**
Soluble Potash (K_2O).....	**12.00%**

Derived from: Urea, Diammonium Phosphate,Urea, N-(n-Butyl)-thiophosphoric triam, Dicyandiamide, Muriate of Potash, Chemical Filler

*4.5 Nitrogen derived from: N (n-Butyl)-thiophosphoric triam, Dicyandiamide

Information concerning the raw materials contained in this product can be obtained by writing to: **Bonus Crop Fertilizer, Inc., P. O. Box 1062, Greenville, Texas 75403,** referring to the product number found on the top of the bag. Information regarding the contents and levels of metals in this product can be found on the internet at: http://www.aapfco.org/metals.htm

For information about the components of this lot of fertilizer and for fertilizer application rates suitable for your geographic area or the maximum allowable non-nutrient application rates per acre, consult a trained soil specialist or write to Bonus Crop Fertilizer, Inc. at the address below.

Manufactured and Guaranteed by:

BONUS CROP FERTILIZER, INC.
POST OFFICE BOX 1062
GREENVILLE, TEXAS 75403
(903) 455-9439

NET WEIGHT: 50 LBS (22.7 KG)

BONUS CROP FERTILIZER, INC.

POWERED BY UFLEXX

DIRECTIONS FOR USE

This product is a turf fertilizer suitable for use in any given application depending upon existing soil chemistry, turf type, and intended use of the turf area. The best results with the product are obtained when it is applied to actively growing grass and watered into the turf soon after application. Avoid mowing immediately following application. Application with rotary or drop spreaders is recommended for uniform distribution. Consult your spreader manual or spreader manufacturer to determine spreader setting to achieve application rates desired. You may need to adjust the setting depending on the walking speed, spreader condition, and product.

COVERAGE: 50 LBS OF 18-24-12/Uflexx fertilizer covers approximately 9,000 sq. ft. based upon one (1) lb of N per 1,000 sq. ft.

KEEP OUT OF REACH OF CHILDREN



WARNING

Precautionary Statements

Causes moderate eye irritation. Harmful if inhaled. Avoid breathing dust. Avoid contact with skin, eyes, or clothing. Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. May be corrosive to metals.

FIRST AID

IF IN EYES: Hold eyes open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes. Call a poison control center or doctor for treatment advice.
IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.
Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also call toll free 1-800-222-1222 for emergency medical treatment information.

WARRANTY DISCLAIMER

Bonus Crop Fertilizer, Inc., warrants only that the chemical composition of this product conforms to the ingredient statement given on the label and that the product is reasonably suited for the labeled use when applied according to the Directions for Use. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR IS ANY REPRESENTATIVE OF SELLER AUTHORIZED TO MAKE ANY SUCH WARRANTY OR MODIFY THESE TERMS. This warranty does not extend to the storage, handling or use of this product contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to Seller. Buyer assumes the risk of any such storage, handling or use. Seller shall not be responsible for incidental or consequential damages, if any, resulting from a breach of warranty.

14-14-14

GUARANTEED ANALYSIS:

Total Nitrogen (N)*.....	14.00%
Available Phosphate (P_2O_5)	14.00%
Soluble Potash (K_2O).....	14.00%
Copper (Cu).....	0.050%
Iron (Fe).....	.5%
Manganese (Mn).....	0.060%
Zinc (Zn).....	0.050%

Derived from: Diammonium Phosphate, Urea-Formaldehyde, Muriate of Potash, Activated Sewage Sludge, Copper Sulfate, Cuprous Oxide, Iron (II) Oxide, Iron Sulfate, manganese Oxide, Manganous Sulfae tetrahydrate, Zinc Oxide, Zinc Sulfate monohydrate, Iron (II) Oxide, Iron Sulfate, Chemical Filler

*8.2% Nitrogen derived from: Urea-Formaldehyde

Information concerning the raw materials contained in this product can be obtained by writing to: **Bonus Crop Fertilizer, Inc., P. O. Box 1062, Greenville, Texas 75403,** referring to the product number found on the top of the bag. Information regarding the contents and levels of metals in this product can be found on the internet at: http://www.aapfco.org/metals.htm

For information about the components of this lot of fertilizer and for fertilizer application rates suitable for your geographic area or the maximum allowable non-nutrient application rates per acre, consult a trained soil specialist or write to Bonus Crop Fertilizer, Inc. at the address below.

Manufactured and Guaranteed by:

BONUS CROP FERTILIZER, INC.
POST OFFICE BOX 1062
GREENVILLE, TEXAS 75403
(903) 455-9439

NET WEIGHT: 50 LBS (22.7 KG)

BONUS CROP FERTILIZER, INC.

DIRECTIONS FOR USE

This product is a turf fertilizer suitable for use in any given application depending upon existing soil chemistry, turf type, and intended use of the turf area. The best results with the product are obtained when it is applied to actively growing grass and watered into the turf soon after application. Avoid mowing immediately following application. Application with rotary or drop spreaders is recommended for uniform distribution. Consult your spreader manual or spreader manufacturer to determine spreader setting to achieve application rates desired. You may need to adjust the setting depending on the walking speed, spreader condition, and product.

COVERAGE: 50 LBS OF 14-14-14 fertilizer covers approximately 7,000 sq. ft. based upon one (1) lb of N per acre.

KEEP OUT OF REACH OF CHILDREN



WARNING

Precautionary Statements

Causes moderate eye irritation. Harmful if inhaled. Avoid breathing dust. Avoid contact with skin, eyes, or clothing. Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. May be corrosive to metals.

FIRST AID

IF IN EYES: Hold eyes open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes. Call a poison control center or doctor for treatment advice.

IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also call toll free 1-800-222-1222 for emergency medical treatment information.

WARRANTY DISCLAIMER

Bonus Crop Fertilizer, Inc., warrants only that the chemical composition of this product conforms to the ingredient statement given on the label and that the product is reasonably suited for the labeled use when applied according to the Directions for Use. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR IS ANY REPRESENTATIVE OF SELLER AUTHORIZED TO MAKE ANY SUCH WARRANTY OR MODIFY THESE TERMS. This warranty does not extend to the storage, handling or use of this product contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to Seller. Buyer assumes the risk of any such storage, handling or use. Seller shall not be responsible for incidental or consequential damages, if any, resulting from a breach of warranty.

GENERAL NOTES

1 PLANTING SOIL MIXTURE SHALL BE ONE OF THE FOLLOWING:

LANDSCAPE MIX

PREMIUM BED MIX BY THE GROUND UP CONTACT AT 832-247-2574	OR	'ULTRA SOIL' BY LIVING EARTH TECHNOLOGY GROUP CONTACT AT 713-466-7360 OR 281-342-8713

OR

'READY TO PLANT BY SOIL BUILDING SYSTEMS'
CONTACT AT 972-831-9181

2 BIDDING CONTRACTORS BE ADVISED THAT ALL NEW TREE MATERIAL IS TO BE CONTAINER GROWN, CORRESPONDING TO STATED ROOT BALL SIZES AS RECOGNIZED BY INDUSTRY STANDARDS. THIS SHALL EXCLUDE ALL B&B, MACHINE MOVED, OR TRANSPLANTED TREES FROM THE BIDDING PROCESS UNLESS OTHERWISE INDICATED ON THE PLAN. THE INSTALLATION CONTRACTOR SHALL BE PREPARED TO PROVIDE PHOTOGRAPHS OF INTENDED PLANT MATERIAL ALONG WITH SIGNED CLARIFICATION THAT PLANT MATERIAL MEETS THESE REQUIREMENTS AND THAT NO VARIATIONS OR SUBSTITUTIONS HAVE BEEN MADE.

3 THE LANDSCAPE CONTRACTOR DOING THE INSTALLATION OF THIS WORK SHALL SUBMIT TO KUDELA & WEINHEIMER INFORMATION REGARDING SOURCING OF PLANT MATERIAL. ALL PLANT MATERIAL MUST BE CONTAINER GROWN AND APPROVED AT THE SOURSE OF GROTH BY KUDELA & WEINHEIMER. TREE MATERIAL MEETING THE SPECIFICATIONS WILL BE TAGGED WITH A SERIALIZED LOCKING TAG AT THE NURSERY BY KUDELA & WEINHEIMER. PLANTS ARRIVING AT THE JOB SITE WITHOUT THESE TAGES WILL BE CATEGORICALLY REJECTED AT THE CONTRACTOR'S EXPENSE.

4 IF THE PLANTING PLAN DOES NOT AGREE WITH THE PLANT LIST, THE QUANTITIES INDICATED GRAPHICALLY ON THE PLANTING PLAN SHALL GOVERN.

5 CONTRACTOR IS RESPONSIBLE FOR THE GRADING OF PARKING LOT ISLANDS AND SETBACKS. GRADE CHANGES SHALL RANGE FROM 6" (N) TO 1'5" (N) ABOVE THE CURB, DEPENDING ON THE SIZE OF THE ISLAND. SELECT TOPSOIL SHALL BE USED FOR THESE BERMS. SEE PARKING ISLAND TREE DETAIL.

6 ALL DISTURBED AREAS ARE TO RECIVE 6" (N) OF TOPSOIL, TOPPED WITH MULCH, SOD, OR HYDROMULCH (DEPENDING ON THE AREA), AND IS TO BE WATERED UNTIL A HEALTHY STAND OF GRASS IS

7 ALL TREES PLANTED ADJACENT TO ACCESSIBLE ROUTES AND ACCESSIBLE AREAS SHALL NOT HAVE LIMBS BELOW 80" (N) A.F.F.

PLANT LIST

SYM.	BOTANICAL NAME / COMMON NAME	CAL.	HEIGHT	SPREAD	MIN. ROOT	REMARKS
	TREES					
MG	MAGNOLIA GRANDIFLORA 'LITTLE GEM' LITTLE GEM MAGNOLIA	3" - 3 1/2"	11 - 12'	6 - 7'	65 GAL.	MATCHED, WELL ROOTED
	SHRUBS					
BG	ALPINIA ZERUMBET SHELL GINGER		4 - 7'	5 - 6'	5 GAL.	FULL, WELL ROOTED 36" O.C.
TS	LEUCOPHYLLUM FRUTESCENS TEXAS SAGE		6 - 8'	4 - 5'	5 GAL.	FULL, WELL ROOTED 36" O.C.
RR	ROSMARINUS OFFICINALIS 'UPRIGHT' UPRIGHT ROSEMARY		3 - 4'	3'	5 GAL.	FULL, WELL ROOTED 24" O.C.
C	ASPIDISTRA ELATIOR CAST IRON PLANT		18" - 24"	24"	1 GAL.	FULL, WELL ROOTED 18" O.C.
	ORNAMENTAL GRASS					
GM	MUHLENBERGIA CAPILLARIS GULF HUHLY GRASS		20"	24"	3 GAL.	FULL, WELL ROOTED 30" O.C.
	GROUNDCOVER					
HF	CYROTOMIUM FALCATUM HOLLY FERN		8" - 10"	8"	1 GAL.	FULL, WELL ROOTED 12" O.C.
HO	HOSTA 'PATRIOT' HOSTA		8" - 10"	8"	1 GAL.	FULL, WELL ROOTED 12" O.C.
LIRIOPE MUSCARI 'DECPS'	LIRIOPE MUSCARI 'DECPS'		8" - 10"	8"	1 GAL.	FULL, WELL SPACED 12" O.C.
WC	EUONYMUS FORTUNEI 'COLORATUS' PURPLE WINTERCREEPER				4" POTS	FULL, WELL ROOTED 12" O.C.
	TURF					
	ZOYSIA JAPONCA ZOYSIA SOD					SOLID SOD

CITY OF ADDISON - LANDSCAPING REQUIREMENTS & CALCULATIONS

REQUIREMENT:
PARKING LOT TREE RATIO: 1 TREE PER 10 SPOTS
- SPOTS: 33 / 10 = 4 TREES

PARKING LOT SCREENING
- EVERY 35 FT REQUIRES 1 TREE AND 1 SHRUB PLANTED 3 FT ON CENTER.

TOTAL SITE AREA:
61,182 Sq. Ft.

TOTAL BUILDING AREA:
5,241 Sq. Ft.

TOTAL PROPOSED LANDSCAPING:
8,780 Sq. Ft.

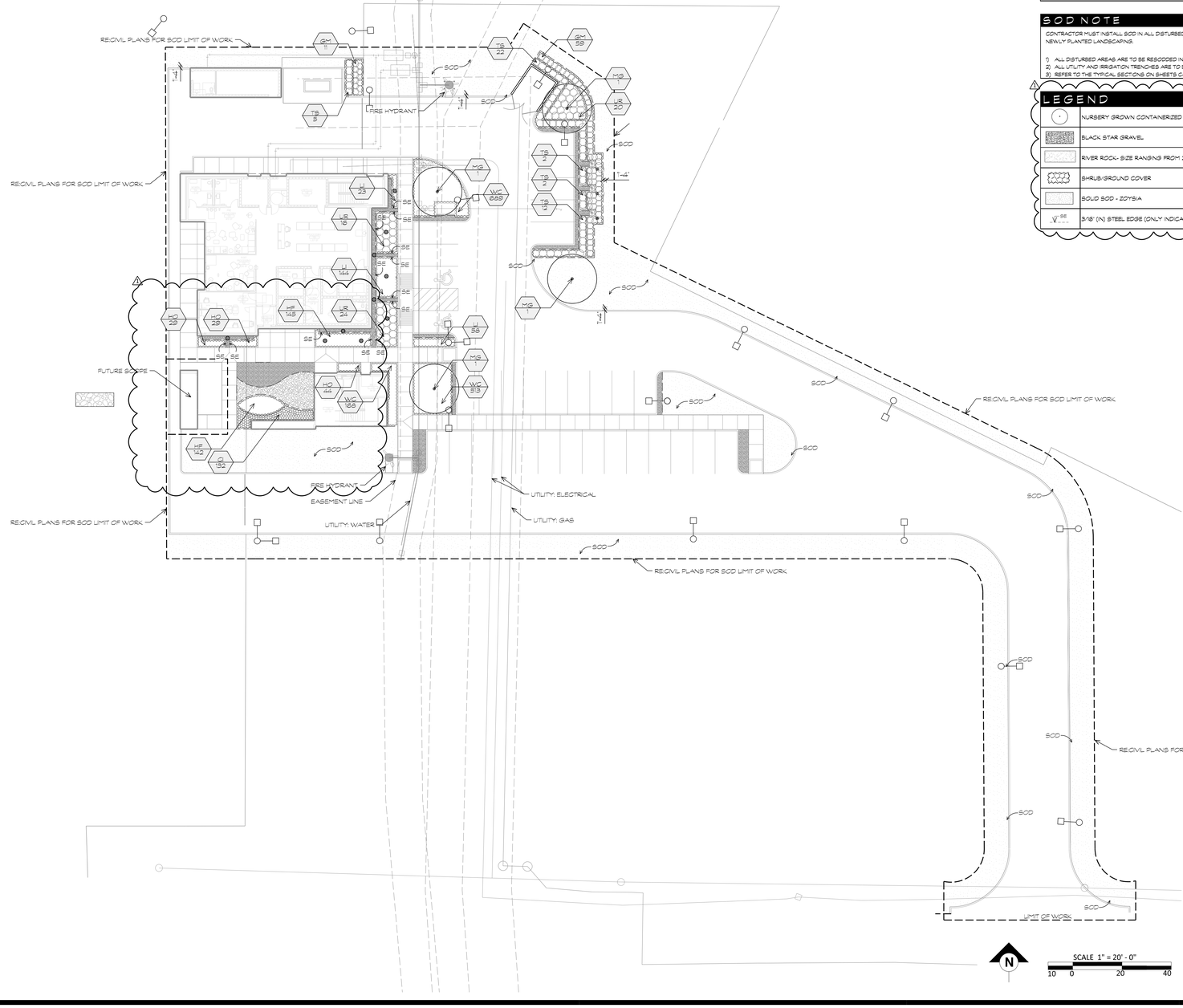
SOD NOTE

CONTRACTOR MUST INSTALL SOD IN ALL DISTURBED AREAS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, UTILITIES, IRRIGATION & NEWLY PLANTED LANDSCAPING.

1) ALL DISTURBED AREAS ARE TO BE RESODDED IN THEIR ENTIRETY.
2) ALL UTILITY AND IRRIGATION TRENCHES ARE TO BE RESODDED WITH A MINIMUM 32 (N) WIDE SOD STRIP.
3) REFER TO THE TYPICAL SECTIONS ON SHEETS C-DD1 AND C-DD2 FOR THE SODDING AND SEEDING LIMITS

LEGEND

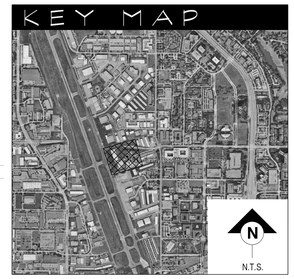
	NURSERY GROWN CONTAINERIZED TREES
	BLACK STAR GRAVEL
	RIVER ROCK- SIZE RANGING FROM 2" - 4" (N)
	SHRUB/GROUND COVER
	SOLID SOD - ZOYSIA
SE	3/16" (N) STEEL EDGE (ONLY INDICATED WITH 'SE'). COLOR TO BE BLACK



SITE INFO

PROJECT NAME:	TOWN OF ADDISON AIRPORT CUSTOMS AND BORDER PROTECTION FACILITY
ADDRESS:	4545 JIMMY DOOLITTLE DR., ADDISON, TX 75001
COUNTY	DALLAS
ACREAGE:	4.871
LEGAL DESCRIPTION:	PROPERTY ID:0230 4.871 ACRE TRACT SITUATED IN THE ADDISON AIRPORT EDWARD COOK SURVEY, ABSTRACT NO. 328
EXISITING ZONE:	I-3 (INDUSTRIAL - 3 DISTRICT)
EXISITING USE:	AIRCRAFT HANGAR + OFFICES
PROPOSED ZONING:	N/A - PROPOSED USE IS AIRPORT - CUSTOMS PROCESSING AND AIRPROT ADMIN. OFFICE
PROPOSED USE:	CUSTOMS AND BOARDER PROTECTION (CBP) FACILITY AND AIRPORT ADMINISTRATION BUILDING
PLAT TYPE:	CERTIFIED
PROPERTY #:	0230
SURVEY NAME:	EDWARD COOK
ABSTRACT NO.:	328
PREPARATION DATE:	05-20-2019

KEY MAP



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CIVIL
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

STRUCTURAL
AG&E STRUCTURAL
15280 Addison Road
Suite 310
Addison, TX 75001
214-520-7202

MEP
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

LANDSCAPE
KUDELA&WEINHEIMER
7155 Old Katy Road
Suite 270
Houston, Texas 77024
713-869-6987

WAYFINDING
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

TECHNOLOGY
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

Town of Addison Airport Customs and Border Protection Facility

4545 Jimmy Doolittle Drive
Addison, TX 75001

REVISION HISTORY

ISSUE FOR CONSTRUCTION	09 JAN 2020
1 PR 02	26 MAR 2020

REVISION	DESCRIPTION	DATE

PROFESSIONAL SEALS

REGISTERED LANDSCAPE ARCHITECT — STATE OF TEXAS
03/26/2020

PLANTING PLAN

DRAWN BY: AS	CHECKED BY: ML
PROJECT NUMBER: 417151	PROJECT ABBREVIATION: Addison FIS
ORIGINAL ISSUE: ISSUE FOR CONSTRUCTION	DATE: 09 JANUARY 2020

L3.01
SHEET NUMBER

FILE PATH: W:\417151\417151A-R18-luisinab.RVT
USER NAME:
DATE STAMP: 2/20/2018 10:24:45 AM

VALVE SCHEDULE NUMBER	MODEL	SIZE	TYPE	GPM
1	Hunter ICV-G	2"	Shrub Spray	27.22
2	Hunter ICV-G	2"	Shrub Spray	37.86
3	Hunter ICV-G	2"	Turf Spray	21.53
4	Hunter ICV-G	1-1/2"	Turf Spray	19.50
5	Hunter ICV-G	2"	Turf Spray	34.02
6	Hunter ICV-G	2"	Turf Spray	36.25
7	Hunter ICV-G	2"	Turf Spray	27.52
8	Hunter ICV-G	1-1/2"	Turf Spray	22.50
9	Hunter ICV-G	2"	Turf Spray	28.55
10	Hunter ICV-G	1"	Bubbler	4.00
11	Hunter ICV-G	2"	Shrub Spray	30.34
12	Hunter ICV-G	2"	Turf Spray	36.14

CRITICAL ANALYSIS

P.O.C. NUMBER: 01
Water Source Information: Tap

FLOW AVAILABLE
Water Meter Size: 2"
Flow Available: 120.00 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 50.00 psi
Elevation Change: 2.00 ft
Service Line Size: 3"
Length of Service Line: 5.00 ft
Pressure Available: 49.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 40.81 gpm
Flow Available at POC: 120.00 gpm
Residual Flow Available: 79.19 gpm

Pressure Req. at Critical Station: 45.56 psi
Loss for Fittings: 0.00 psi
Loss for Main Line: 0.16 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 3.27 psi
Loss for Water Meter: 0.50 psi
Critical Station Pressure at POC: 47.49 psi
Pressure Available: 49.00 psi
Residual Pressure Available: 0.51 psi

GENERAL NOTES

1) Install all irrigation components as per manufacturer's requirements.

2) Components are shown for design purposes. Exact location shall be field verified prior to construction.

3) Mainline and laterals may be shown diagrammatically. Contractor shall locate all mainline along sidewalks, within curblines, and inside property lines. Sleeves shall be provided by contractor wherever mainline or lateral lines cross under sidewalks or roadways even if not indicated on plan. Mainline and laterals may be shown diagrammatically near sleeves and should be located inside sleeve. Sleeve sizes are to be 6" for mainline and 4" for lateral lines unless otherwise indicated. Additional sleeves may be indicated on plans to carry Control wires.

4) Valve Callout
Valve Number
Valve Flow
Valve Size

5) Install ball valve before each valve. Group valves as much as possible. Place boxes parallel to curbs, buildings and each other. Provide 6" base of Pea Gravel for all valve boxes installed. Install a ball valve before each valve or group of valves.

6) All controller wires should be located underneath mainline piping inside trenches to avoid possible cutting of wires if lines are dug up in the future. Contractor shall also run spare control wires in each direction from controller to farthest valves to serve as backup wires.

7) All un-surfaced areas are to receive four inches of topsoil, seed, mulch, or sod and watered until a healthy stand of grass is obtained.

8) Contractor shall field verify best possible location to mount Rain Sensor within 25 feet of the Controller. Avoid interference from trees, buildings, and other structures for optimum accuracy.

9) All trenching within the dripline of existing trees is to be done by hand. No mechanical trencher shall be used in these areas and no roots larger than 1 1/2" in diameter shall be cut. Contact the Landscape Architect if a problem arises.

10) Irrigation heads and components shall be located a MINIMUM of 24 inches from all buildings to avoid adverse performance of foundations and slabs due to the shrinking and swelling of clay subsoils.

11) Installation Contractor and Maintenance Contractor shall closely monitor system to ensure that excessive irrigation moisture does not cause swelling of clay subsoil thereby causing harm to foundations and slabs.

12) Label valves in each valve box with livestock ear or neck tags numbered in correlation with controller assignments.

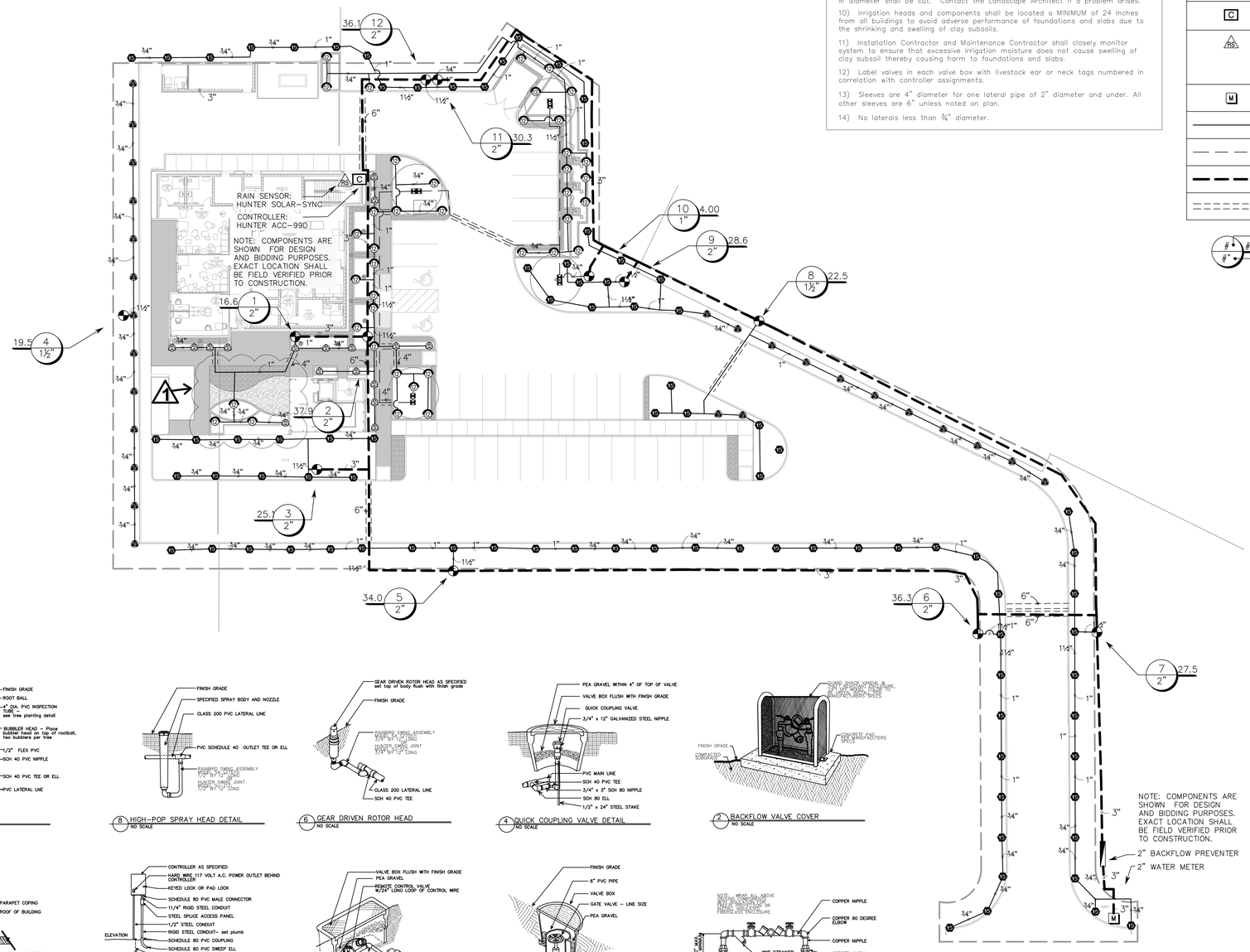
13) Sleeves are 4" diameter for one lateral pipe of 2" diameter and under. All other sleeves are 6" unless noted on plan.

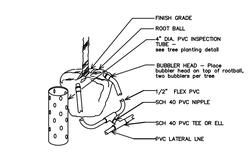
14) No laterals less than ¾" diameter.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
ES LCS RCS CS SS	Hunter PROS-04-CV 5' strip spray Turf Spray, 4.0" Pop-Up. With Drain Check Valve. Co-molded wiper seal with UV Resistant Material.	26	40
1 2 3 4 5 6 7 8 9 10 11	Hunter PROS-04-CV ADJ Turf Spray, 4.0" Pop-Up. With Drain Check Valve. Co-molded wiper seal with UV Resistant Material.	87	40
ES LCS RCS CS SS	Hunter PROS-12 5' strip spray Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	16	40
Q T H TT TQ F	Hunter PROS-12 12' radius Shrub Spray, 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	45	40
23 50 10 20	Tree Bubbler Hunter PCN Flood Bubbler (TWO PER TREE) See TREE BUBBLER DETAIL for proper installation. Provide separate zone for all tree bubblers, do not connect to shrub, tree, or sod zones.	8	15
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Hunter ICV-G 1", 1-1/2", 2", and 3" Plastic Electric Remote Control Valves, Globe Configuration, with NPT Threaded Inlet/Outlet, for Commercial/Municipal Use.	12	
	Febco 765 Pressure Vacuum Breaker, brass with ball valve SOV. Install 12" (305MM) above highest downstream outlet and the highest point in the downstream piping.	1	
C	Hunter ACC-99D Two-Wire 2-Wire Decoder Controller with 99 station capacity, metal cabinet.	1	
RS	Hunter WSS Wireless Solar, rain freeze sensor with outdoor interface, connects to Hunter PCC, Pro-C, and I-Core Controllers, install as noted. Includes 10 year lithium battery and rubber module cover, and gutter mount bracket.	1	
M	Water Meter 2" Tap	1	
	Irrigation Lateral Line: PVC Class 200 SDR 21	2,464 l.f.	
	Irrigation Lateral Line: CPVC Schedule 40	268.2 l.f.	
	Irrigation Mainline: PVC Schedule 40	1,132 l.f.	
	Pipe Sleeve: PVC Schedule 40	174.9 l.f.	

Valve Callout
Valve Number
Valve Flow
Valve Size





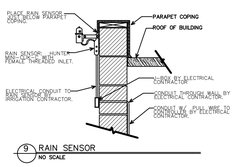
10 BUBBLER DETAIL
NO SCALE

8 HIGH-POP SPRAY HEAD DETAIL
NO SCALE

6 GEAR DRIVEN ROTOR HEAD
NO SCALE

4 QUICK COUPLING VALVE DETAIL
NO SCALE

2 BACKFLOW VALVE COVER
NO SCALE



9 RAIN SENSOR
NO SCALE

7 WALL MOUNTED CONTROLLER
NO SCALE

5 REMOTE CONTROL VALVE DETAIL
NO SCALE

3 GATE VALVE DETAIL
NO SCALE

1 REDUCED PRESSURE BACKFLOW PREVENTOR
NO SCALE

KEY MAP



SITE INFO

PROJECT NAME:	TOWN OF ADDISON AIRPORT CUSTOMS AND BORDER PROTECTION FACILITY
ADDRESS:	4545 JIMMY DOOLITTLE DR., ADDISON, TX 75001
COUNTY	DALLAS
ACREAGE:	4.671
LEGAL DESCRIPTION:	PROPERTY #0230 4.671 ACRE TRACT SITUATED IN THE ADDISON AIRPORT EDWARD COOK SURVEY, ABSTRACT NO. 326
EXISITING ZONE:	I-3 (INDUSTRIAL - 3 DISTRICT)
EXISITING USE:	AIRCRAFT HANGAR + OFFICES
PROPOSED ZONING:	N/C - PROPOSED USE IS AIRPORT - CUSTOMS PROCESSING AND AIRPROT ADMIN
PROPOSED USE:	CUSTOMS AND BOARDER PROTECTION (CBP) FACILITY AND AIRPORT ADMINISTRATION BUILDING
PLAT TYPE:	CERTIFIED
PROPERTY #:	0230
SURVEY NAME:	EDWARD COOK
ABSTRACT NO.:	326
PREPARATION DATE:	05-20-2018

FILE PATH: W:\417151\417151A-R18-luisinab.RVT
USER NAME:
DATE STAMP: 2/20/2018 10:24:45 AM

Page

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com

TEL 713 871 8484
FAX 713 871 8440

ARCHITECTURE / ENGINEERING / INTERIORS / PLANNING / CONSULTING
Austin | Dallas | Denver | Houston | San Francisco | Washington DC | International Affiliate Offices

CIVIL
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

STRUCTURAL
AG&E STRUCTURAL
15280 Addison Road
Suite 310
Addison, TX 75001
214-520-7202

MEP
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

LANDSCAPE
KUDELA&WEINHEIMER
7155 Old Katy Road
Suite 270
Houston, Texas 77024
713-869-6987

WAYFINDING
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

TECHNOLOGY
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

Town of Addison Airport ustoms and Border Protection Facility

4545 Jimmy Doolittle Drive
Addison, TX 75001

REVISION HISTORY

ISSUE FOR CONSTRUCTION	09 JAN 2020
1 PR 02	26 MARCH 2020

REVISION	DESCRIPTION	DATE

PROFESSIONAL SEALS

REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS
03/26/2020

DRAWN BY: PW	CHECKED BY: ML
PROJECT NUMBER: 417151	PROJECT ABBREVIATION: Addison FIS
ORIGINAL ISSUE: ISSUE FOR CONSTRUCTION	DATE: 09 JANUARY 2020

L4.01
SHEET NUMBER

Request for Information 117

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Elite Landscaping

Date Created: 6/22/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #25 - CPR 02 (revised)

Category: Change Proposal

Question:

Date Required: 6/29/2020

This proposal is a revised version of Proposal #20. The subcontractor revised their pricing based off of comments made on the Proposal #20 response. Please review and advise.

Answer:

Date Answered:

JC COMMERCIAL INCORPORATED

Proposal #25

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	6/22/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on CPR 02.

Item	Description	Total
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Sub-total	$ 2,276.93
Insurance	$ 45.54
Bond	$ 45.54
Sub-total	$ 2,368.01
Mark up	$ 355.20
Total	**$ 2,723.21**

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Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days	10

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: Scott Arthur	Signature:
Date: 6/22/2020	Date:

ELITE LANDSCAPE

1335 Blue Lake Dr. • Frisco, Texas 75033
972-670-8553 • Fax 214-705-1985

Contact: Chris Thompson 972 670-8553
June 8, 2020

ESTIMATING

Job Description: Customs and Border Town of Addison - **CPR 02**

QUANTITY	DESCRIPTION	UNIT	PRICE
4	Magnolia 65g	$595.00	$2,380.00
0	Red Oak 65g	$695.00	$0.00
0	Shell Ginger	$25.00	$0.00
33	Texas Sage 5g	$25.00	$825.00
39	Upright Rosemary	$25.00	$975.00
70	Gulf Muhly 3g		$2,800.00
1,346	Wintercreeper 1g	$4.00	$5,384.00
225	Liriope 1g	$4.00	$900.00
	Tree Staking		$630.00
80	Mulch by CY	$30.00	$2,400.00
80	Compost by CY	$30.00	$2,400.00
	Fine Grade		$3,000.00
15,005	Hydromulch Solid Sod - Zoysia by SF		$8,000.00
600	Edging (Black) by LF	$3.00	$1,800.00
15	+/- Black Star Gravel by CY	$155.00	$2,325.00
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	Irrigation Sleeves		$2,400.00
	Maintenance		$1,800.00
	Temporary Irrigation		$1,618.00
5	River Rock by CY	$250.00	$1,250.00
132	Cast Iron Plant 1gal	$12.50	$1,650.00
287	Holly Fern 1gal	$12.50	$3,587.50
102	Hosta 1gal	$12.50	$1,275.00
	Base Bid 1		
	.09 Acre Seeding = $3,136.32		$4,569.00
	Bermuda Sod 1,269 SY X $3.60 = $4,569.40		
	Addendum 1 & 2 Reviewed		
		TOTAL	**$77,168.50**

***Exclusions:** Meter, Electrical, Bores, Erosion, Topsoil on Lawn, Haul off Spoils, Herbicide, Maintenance Beyond 30-Days, Top Dress Sod Joints, Rock, Excavation of Beds, Bores, Including Sidewalk Bores, Core Drill into Controller Location, Site Amenities, Tree Protection

ELITE LANDSCAPE

1335 Blue Lake Dr. • Frisco, Texas 75033
972-670-8553 • Fax 214-705-1985

Contact: Chris Thompson 972 670-8553
October 11, 2019

ESTIMATING

Job Description: Customs and Border Town of Addison

QUANTITY	DESCRIPTION	UNIT	PRICE
4	Magnolia 65g	$595.00	$2,380.00
0	Red Oak 65g	$695.00	$0.00
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38	Texas Sage 5g	$25.00	$950.00
90	Upright Rosemary	$25.00	$2,250.00
70	Gulf Muhly 3g		$2,800.00
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	Base Bid 1		
	.09 Acre Seeding = $3,136.32		$4,569.00
	Bermuda Sod 1,269 SY X $3.60 = $4,569.40		
	Addendum 1 & 2 Reviewed		
		TOTAL	**$75,000.00**

***Exclusions:** Meter, Electrical, Bores, Erosion, Topsoil on Lawn, Haul off Spoils, Herbicide, Maintenance Beyond 30-Days, Top Dress Sod Joints, Rock, Excavation of Beds, Bores, Including Sidewalk Bores, Core Drill into Controller Location, Site Amenities, Tree Protection

KUDELA & WEINHEIMER
LANDSCAPE ARCHITECTS

7155 Old Katy Road, Suite 270 | Houston, Texas 77024
713.869.6987

1000 Central Parkway North, Suite 268 | San Antonio, TX 78232
210.349.3500

TRANSMITTAL

To: Page/
1100 Louisana
Suite One
Houston, TX 77002

Attention: Mr. Jeff Mechlem
Phone: (713) 658-2253

Date: 07/07/2020

Project: Addison Airport Customs Facility Site
PSP-752

Sent by: Bradley Pointon

Issued for:

___Submittal	___Construction	___Approval	_X RFI
___Estimate	___Record	___Review	___Pay Application

Regarding: RFI 117 Proposal #20 - CPR 02 Revised

We Are Sending You:

Quantity	Identification	Description

Remarks: Please see comments below.

CC: KW File

Delivered by:
_____ Mail
_____Courier
_____By Hand
___X__Email

Request for Information 117

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Elite Landscaping

Date Created: 6/22/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #25 - CPR 02 (revised)

Category: Change Proposal

Question: **Date Required:** 6/29/2020

This proposal is a revised version of Proposal #20. The subcontractor revised their pricing based off of comments made on the Proposal #20 response. Please review and advise.

Answer: **Date Answered:**

SEE COMMENTS BELOW.

BRADLEY POINTON - KUDELA & WEINHEIMER - 07/07/2020

Page/Kudela Weinheimer Response:

The values and quantities have been updated per the comments provided previously and are acceptable with one question. One line item that was not commented on previously seems to have been adjusted in this updated quote - see notes in blue from the Landscape Architect on the following pages for more information. GC to review and confirm the quantity included is sufficient to cover all the material needed since a reduction is shown now and an increase was shown previously. If the quantity shown here is sufficient, no additional modifications are required.

GC to review the requested duration extension of 10 days. Per the most recent construction schedule, landscape work was not scheduled to begin until the end of October. We accept that some added duration may be required due to these revisions but since all of this work is pretty far out we need some justification as to why the extension is being requested and how you arrived at 10 days.

JC COMMERCIAL INCORPORATED

Proposal #25

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	6/22/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on CPR 02.

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Sub-total	$ 2,276.93
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Total	**$ 2,723.21**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]		$2,723.21
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days	10

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: *Scott Arthur*	Signature:
Date: 6/22/2020	Date:

Duration extension seems larger than needed since none of this work was scheduled to begin until October. We are open to extra days if required but we need some additional justification to accept this many added days for work that hasnt yet begun.

ELITE LANDSCAPE

1335 Blue Lake Dr. • Frisco, Texas 75033
972-670-8553 • Fax 214-705-1985

Contact: Chris Thompson 972 670-8553
June 8, 2020

ESTIMATING

Job Description: Customs and Border Town of Addison - **CPR 02**

QUANTITY	DESCRIPTION	UNIT	PRICE
4	Mar lia 65g	$595.00	$2,380.00
0	R ak 65g	$695.00	$0.00
0	Ginger	$25.00	$0.00
33	ge 5g	$25.00	$825.00
39	right semary	$25.00	$975.00
70	Gulf M ly 3g		$2,800.00
1,346	Winter eper 1g	$4.00	$5,384.00
225	e 1g	$4.00	$900.00
	stak g		$630.00
80	ulch y CY	$30.00	$2,400.00
80	Com ost by C		$2,400.00
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15,005	y comul Solid So Zoysia by SF		$8,000.00
600	aging (Blac by LF	$3.00	$1,800.00
15	+ Black Star G avel by CY	$155.00	$2,325.00
	Irrigation		$25,200.00
	Sleeves		$2,400.00
	Ma		$1,800.00
	mporary		$1,618.00
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287	Holly Fern 1gal	$12.50	$3,587.50
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	Base Bid 1		
	.09 Acre Seeding = $3,136.32		$4,569.00
	Bermuda Sod 1,269 SY X $3.60 = $4,569.40		
	Addendum 1 & 2 Reviewed		
		TOTAL	**$77,168.50**

LANDSCAPE CONTRACTOR TO VERIFY THIS QUANTITY IS ADEQUATE FOR ALL SECTION OF BLACKSTAR GRAVEL, THERE WAS NO OBJECTION TO THE ADDITIONAL BLACKSTAR GRAVEL ON THE PREVIOUS PROPOSAL WHICH INCREASED TO A TOTAL OF 30 CY. NOW IT HAS REDUCED BELOW INITIAL QUANTITY OF 20 CY.

Erosion, Topsoil on Lawn, Haul off Spoils, Herbicide, Maintenance Beyond 30-Days, Top , Bores, Including Sidewalk Bores, Core Drill into Controller Location, Site Amenities, Tree Protection

ELITE LANDSCAPE

1335 Blue Lake Dr. • Frisco, Texas 75033
972-670-8553 • Fax 214-705-1985

Contact: Chris Thompson 972 670-8553
October 11, 2019

ESTIMATING

Job Description: Customs and Border Town of Addison

QUANTITY	DESCRIPTION	UNIT	PRICE
4	Mar lia 65g	$595.00	$2,380.00
0	R ak 65g	$695.00	$0.00
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Page/

RFI Response

RFI ID	117		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	7/7/2020	**Transmittal ID**	00800
Subject	Proposal #25 - CPR 02 (Revised)		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question:

This proposal is a revised version of Proposal #20. The subcontractor revised their pricing based off of comments made on the Proposal #20 response. Please review and advise.

Suggestion:

Answer:

Response (Additional Information Needed) from: Bradley Pointon (Kudela & Weinheimer)
Remarks:

See attached for notes and comments. Everything seems appropriate given the changes. GC to confirm as to why the subcontractor decreased the amount of black star gravel in this revised proposal. The plan revisions and the last proposal called for additional gravel with no comments on our end and that value has now been decreased.

Response (Additional Information Needed) from: Will Butler (Page Southerland Page, Inc.)
Remarks:

See attached combined mark-up for notes and comments. GC to review contract days extension comments - Landscape work was not scheduled to begin until the end of October and the GC is asking for 10 additional days now. The 10 additional days is not accepted unless additional back-up justification is provided.

GC to review and adjust proposal as needed and submit back for final review and approval.

Contents

Copies	Date	Number	Description
1	6/22/2020		RFI 117 - Proposal #25 - CPR 02 (Revised).pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Page/

Please let me know if you need any additional information or clarification. Thank you.

CC:

Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler

Request for Information 140

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Elite Landscape

Date Created: 7/20/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Additional Information - Proposal #25 - CPR 02 (Revised)

Category: Additional Information

Question: **Date Required:** 7/27/2020

This RFI is to provide the additional information that was requested in the RFI 117 response. Furthermore, it is intended to clarify the content of Proposal #25 - CPR 02 (Revised). First, we can confirm the quantity of Blackstar Gravel is correct. This has been confirmed by the subcontractor and their supplier. Second, we believe that 10 days is an adequate amount of additional days based on the delay associated with this change and other delays that have pushed out the schedule, including this activity. We have resubmitted proposal #25 with this RFI for consideration.

Answer: **Date Answered:**

Page Response:

The values submitted here are reasonable and acceptable but the contract days extension is not approved per the following response from the Landscape Architect below:

Kudela & Weinheimer Response:

Thanks for confirming the amounts. We have no other objections to the cost proposal.

As for the additional days, there would need to be some more information from the contractor as to how the plant materials changing is causing a 10 day delay. There was no change to the scope of the project only changes in the plant materials and some gravel in lieu of mulch. With the changes as is, we do not feel any additional time is warranted based on these changes alone.

JC COMMERCIAL INCORPORATED

Proposal #25

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	6/22/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
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1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
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ELITE LANDSCAPE

1335 Blue Lake Dr. • Frisco, Texas 75033
972-670-8553 • Fax 214-705-1985

Contact: Chris Thompson 972 670-8553
June 8, 2020

ESTIMATING

Job Description: Customs and Border Town of Addison - **CPR 02**

QUANTITY	DESCRIPTION	UNIT	PRICE
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ELITE LANDSCAPE

1335 Blue Lake Dr. • Frisco, Texas 75033
972-670-8553 • Fax 214-705-1985

Contact: Chris Thompson 972 670-8553
October 11, 2019

ESTIMATING

Job Description: Customs and Border Town of Addison

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	Addendum 1 & 2 Reviewed		
		TOTAL	**$75,000.00**

***Exclusions:** Meter, Electrical, Bores, Erosion, Topsoil on Lawn, Haul off Spoils, Herbicide, Maintenance Beyond 30-Days, Top Dress Sod Joints, Rock, Excavation of Beds, Bores, Including Sidewalk Bores, Core Drill into Controller Location, Site Amenities, Tree Protection

Page/

RFI Response

RFI ID	140		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	7/30/2020	**Transmittal ID**	00861
Subject	Additional Information - Proposal #25 - CPR 02 (Revised)		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question:

This RFI is to provide the additional information that was requested in the RFI 117 response. Furthermore, it is intended to clarify the content of Proposal #25 - CPR 02 (Revised). First, we can confirm the quantity of Blackstar Gravel is correct. This has been confirmed by the subcontractor and their supplier. Second, we believe that 10 days is an adequate amount of additional days based on the delay associated with this change and other delays that have pushed out the schedule, including this activity. We have resubmitted proposal #25 with this RFI for consideration.

Suggestion:

Answer:

Response (Answered) from: Will Butler (Page Southerland Page, Inc.)
Remarks:

The values submitted here are reasonable and acceptable but the contract days extension is not approved per the following response from the Landscape Architect below:

Kudela & Weinheimer Response:

Thanks for confirming the amounts. We have no other objections to the cost proposal. As for the additional days, there would need to be some more information from the contractor as to how the plant materials changing is causing a 10 day delay. There was no change to the scope of the project only changes in the plant materials and some gravel in lieu of mulch. With the changes as is, we do not feel any additional time is warranted based on these changes alone.

Contents

Copies	Date	Number	Description

Page/

1	7/20/2020	RFI 140 - Additional Information - Proposal #25 - CPR 02 (Revised).pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:

Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler

TEL 214 522 3900
FAX 214 522 4380

Page Southerland Page, Inc.
1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

September 22,2020

Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

Re: Narrative for Proposal #26-26a – Equipment Delays
Project No: 417151

To Whom it May Concern,

Proposal #26a was the result of equipment rental extensions that were needed to keep required equipment on-site beyond the initial rental duration. The revisions (ASI 02) were issued formally on November 14th, 2019 and were related to adjustments to the perimeter slab edges in the structural drawings.

Initially the project was designed with a dual layer exterior skin with lighting between the layers and perforations in the exterior layer. As a result of the Value Engineering process that was requested and completed in March of 2019 to meet the project budget, this double skin was removed and replaced with a new single skin exterior cladding when the documents were issued for bid the final time on April 24, 2019. During the Structural and Architectural review of the 03 3000-1.0 Rebar Shop Drawings submittal (returned on 11/14/2019) is was discovered that some minor discrepancies existed between the Structural and Architectural slab edge locations due to the skin revisions made during VE. These discrepancies were rectified the same day the submittal was returned when we issued ASI 02. The discrepancies were minor but did require some rework to the exterior slab edge locations where work to construct them was already underway. That re-work and the duration to complete it ultimately required the extension of rentals for two pieces of equipment. The equipment in question was a Mini Excavator and a Track Loader and each rental was extended for an additional month longer than originally anticipated. Because of the rework required and the fact that other construction required it to be in-place to proceed we agree with the requested 10-day extension included in the proposal.

Refer to the clouded areas in the attached ASI 02 revised documents for reference to the changes made that required the equipment rental extensions.

The costs and time extensions associated with this proposal were reviewed and negotiated with the GC based on industry standards and best practices and the value/days included for this proposal is reasonable and customary based on the work that was required.

Proposal #26-26a Cost Increase: $7,183.18
Proposal #26-26a Contract Days Extension: 10 Days

Sincerely,

Will Butler
Senior Associate

Submittal Transmittal

03 3000 - 1 Rebar Shop Drawings

Addison Airport Customs and Border Protection Facility
4545 Jimmy Doolittle Drive
Addison, Texas 75001

JC COM Project # 15319

Date Created: 10/18/2019

Transmitted to:	Attn:	Author Company	Authored By:
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, TX 77002	Jeff Mechlem	JC Commercial 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057	Tommie Matthews Jr.

Spec. #	Description	Submittal #	Via
03 3000	**Rebar Shop Drawings**		
	Shop Drawings		Newforma

Date Required: 10/25/2019

JC Commercial, Inc.
1801 Lake Pointe Drive, Suite 129
Lewisville, TX 75057

☐ Revise & Resubmit
☐ Reviewed as Noted
☒ Reviewed

Reviewed By: TM 10/18/2019

This approval is for general conformance with plans and specs. It does not relieve the supplier from providing the specified materials.

AG&E ASSOCIATES, P.L.L.C.
CONSULTING STRUCTURAL ENGINEERS
SUBMITTAL REVIEW
☐ NO EXCEPTIONS TAKEN ☐ REVISE & RESUBMIT
☒ COMMENTS INCLUDED

The review of the submittal by the Engineer is only for general compliance with the structural drawings and specifications. This review does not guarantee in any way that the submittal is correct, complete, nor does it infer that it supersedes structural drawings. Corrections or comments made (or not made) on the submittal during this review do not relieve the contractor from compliance with the requirements of the structural drawings and specifications. The Engineer does not assume any responsibility for verification of dimensions, quantities, details, materials, fabrication, or construction means and methods. The contractor shall coordinate work with all other trades and perform work in a satisfactory manner.

Date: 10/25/2019 By: jcho

AG&E ASSOCIATES, P.L.L.C.
CONSULTING STRUCTURAL ENGINEERS
SUBMITTAL REVIEW
☐ NO EXCEPTIONS TAKEN ☐ REVISE & RESUBMIT
☒ COMMENTS INCLUDED

The review of the submittal by the Engineer is only for general compliance with the structural drawings and specifications. This review does not guarantee in any way that the submittal is correct, complete, nor does it infer that it supersedes structural drawings. Corrections or comments made (or not made) on the submittal during this review do not relieve the contractor from compliance with the requirements of the structural drawings and specifications. The Engineer does not assume any responsibility for verification of dimensions, quantities, details, materials, fabrication, or construction means and methods. The contractor shall coordinate work with all other trades and perform work in a satisfactory manner.

Date: 11/14/2019 By: CHAD JIANSINLAPADAMRONG

Engineer's notes:
Due to changes of slab edge shown in attached SKA-5.4 which reflected in attached S1.10 (ASI 02), grade beams were moved so that edge of the beams is at the edge of the slab. Other than noted comments, please modify:
1. the length of grade beam reinforcement and quantity of grade beam ties.
2. the length and quantity of slab reinforcement.

Submital Cover Sheet



Transmitted To:
Scott Arthur

Re:Addison Airport
From: Steconco LLC
7610 Sovereign Row
Dallas, TX 75207
Phone: 214-356-8455

Steconco has this provided this submittal for JC Cmmercial Construction only as to general design of the Contract Documents of this project.

Transmitting :
1 Copy

Submittal #: 033000

Submittal Description:
GB Rebar Shop Drawings

Please return 1 Copy with comments to Steconco LLC.

GB1 here is moved 4" south. Please modify GB and slab reinforcement.

Rebar missing 10/S3.10

Ref. 1/S3.01, Typ

Use "GB1"

ENGINEER: PLAN S3.00 CALLS OUT GB3 IN THIS LOCATION BUT WIDTH OF THE BEAM DOES NOT VISUALLY CHANGE. PLEASE CONFIRM THERE IS GRADE BEAM GB1 IN THIS LOCATION

ENGINEER: PLEASE CONFIRM THERE IS GRADE BEAM GB1 AT THIS LOCATION

Please use GB5 per S1.10 in ASI 02 GB3 is removed after the revision.

GB1 is flushed with GB1 on the south edge now. Please modify reinforcement.

GRADE BEAM PLAN

SCALE: NTF
REF: S1.10

A R004 ELEVATOR PIT DETAIL

SCALE: N.T.S.
REF: 8,9/S3.10

Page Arch Response: Thickness looks correct - GC to verify and must coordinate the slope provided on this slab with any adjacent sidewalk pavement and match it while maintaining a minimum of 6" thickness here per structural. Intent is that the adjacent sidewalk pavement and this stoop are flush when complete.

Please use 1/S3.01

1 1/2" if stoop ends at edge of GB on plan, or 7 1/4" (ref. S1.10 in ASI 02). Please revise stoop rebar accordingly.

#4 @ 12" OC Ref. 1/S3.01

Architect please confirm thickness of stoop on both ends.

Top of beam = 99.0

Top of pier = 97.0

Please use 1/S3.01

1 R004 TYP BEAM SECTION

SCALE: N.T.S.
REF: 6,7/S3.10

2 R004 STOOP AT DOOR SECTION

SCALE: N.T.S.
REF: 10/S3.10

3 R004 ELEVATOR PIT SECTION

SCALE: N.T.S.
REF: 8/S3.10

4 R004 ELEVATOR SUMP PIT SECTION

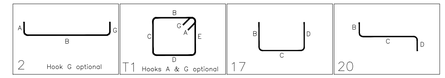
SCALE: N.T.S.
REF: 9/S3.10

Ref. Grade beam schedule 3 #6 (GB1) or 5 #6 T&B (GB2)

Drawing Sheet : R004

BENDING DETAILS

Bar Mark	Size	Total Length	Type	'A'	'B'	'C'	'D'	'E'	'F'	'G'	'H'	'J'	'K'	'L'	'M'	'N'
68001	#6	24'-4"	2	1'-0"	22'-4"					1'-0"						
68002	#6	8'-6"	2	1'-0"	6'-6"					1'-0"						
68005	#6	11'-10"	2	1'-0"	9'-10 K"					1'-0"						
68006	#6	15'-7"	2	1'-0"	13'-7"					1'-0"						
68007	#6	22'-8"	2	1'-0"	21'-8 K"											
68008	#6	20'-8"	2	1'-0"	19'-8 K"											
68009	#6	36'-7"	2	1'-0"	35'-7 K"											
68010	#6	32'-8"	2	1'-0"	31'-8 K"											
68011	#6	21'-3"	2	1'-0"	19'-3"					1'-0"						
68012	#6	12'-11"	2	1'-0"	10'-11"					1'-0"						
68013	#6	32'-11"	2	1'-0"	30'-11"					1'-0"						
68014	#6	7'-4"	2	1'-0"	5'-4"					1'-0"						
68015	#6	20'-2"	2	1'-0"	18'-2"					1'-0"						
68016	#6	26'-2"	2	1'-0"	24'-2"					1'-0"						
68017	#6	29'-9"	2	1'-0"	27'-9"					1'-0"						
68018	#6	33'-2"	2	1'-0"	31'-2"											
68019	#6	20'-6"	2	1'-0"	19'-6 K"											
68020	#6	25'-4"	2	1'-0"	24'-4"											
68021	#6	28'-2"	2	1'-0"	27'-2 K"											
68022	#6	29'-10"	2	1'-0"	28'-10"											
68023	#6	26'-5"	2	1'-0"	25'-5"											
68024	#6	23'-11"	2	1'-0"	22'-11"											
68025	#6	33'-2"	2	1'-0"	32'-2"											
68026	#6	16'-4"	2	1'-0"	14'-4"					1'-0"						
68027	#6	31'-9"	2	1'-0"	29'-9"					1'-0"						
68028	#6	23'-7"	2	1'-0"	21'-7"					1'-0"						
68029	#6	12'-1"	2	1'-0"	10'-1"					1'-0"						
68031	#6	33'-10"	2	1'-0"	32'-10"											
68032	#6	27'-6"	2	1'-0"	25'-6"					1'-0"						
68033	#6	28'-9"	2	1'-0"	26'-8 K"					1'-0"						
68035	#6	33'-0"	2	1'-0"	32'-0"											
68038	#6	19'-3"	2	1'-0"	17'-2 K"					1'-0"						
68039	#6	6'-9"	2	1'-0"	4'-9"					1'-0"						
68040	#6	9'-8"	2	1'-0"	7'-8"					1'-0"						
68041	#6	6'-8"	2	1'-0"	4'-8"					1'-0"						
68042	#6	10'-4"	2	1'-0"	8'-4"					1'-0"						
48034	#4	10'-4"	11	0'-4 K"	3'-1 K"	1'-8"	3'-1 K"	1'-8"		0'-4 K"						
48043	#4	5'-0"	17		4'-0"	1'-0"										
48044	#4	3'-8"	17		2'-8"	1'-0"										
48045	#4	6'-3"	20		1'-6"	2'-7 K"	2'-2"									
48046	#4	4'-3"	17		2'-1 K"	2'-1 K"										
38003	#3	6'-4"	11	0'-4"	1'-0"	1'-8"	1'-2"	1'-8"		0'-4"						
38004	#3	2'-6"	2	0'-6"	2'-0"											
38030	#3	8'-11"	11	0'-4"	2'-5 K"	1'-8"	2'-5 K"	1'-8"		0'-4"						
38036	#3	5'-4"	11	0'-4"	0'-6"	1'-8"	0'-8"	1'-8"		0'-4"						



NOTICE

CLAIMED MATERIAL SHORTAGES MUST BE REPORTED TO HARRIS REBAR WITHIN 3 DAYS OF DELIVERY. HARRIS REBAR RESERVES THE RIGHT TO FIELD INSPECT PRIOR TO THE REPLACEMENT OF CLAIMED NON-CONFORMING MATERIAL AND WILL NOT HONOR ANY CHARGES FOR FIELD WORK DONE WITHOUT AUTHORIZATION FROM HARRIS REBAR.

No.	Description	Date	By
REV 0	FOR APPROVAL	10/15/2019	LAD

Revisions and Issue Record

The full intent and purpose of this drawing is the placing of reinforcing steel bars ONLY. It is NOT to be used as a means of communication between the Architect, Engineer, Contractor or any other Sub-trades.

THIS DRAWING IS NOT TO BE SCALED.

Harris Rebar Nufab LLC
LONGVIEW, TX.
DETAILED AT: WAXAHACHIE, TX.
National Strength. Local Service. PHONE: 972-923-2636 FAX: 972-923-2771

Project: CUSTOMS & BORDER PROTECTION FACILITY

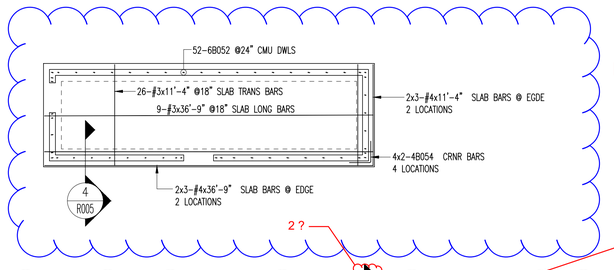
Drawing: GRADE BEAMS PLAN & DETAILS

Customer: STECONCO

Engineer: AG&E STRUCTURAL ENGENUITY

Date	Drawn	Chkd.	JOB No.	Dwg. No.
10/15/2019	LAD	LAD	05519039	R004

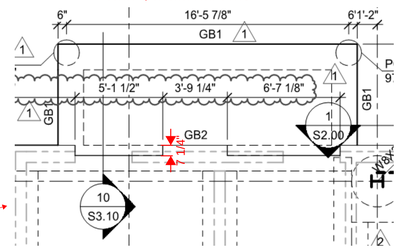
N:\Detailing\Jobs-Waxahachie\05519039 Customs & Border Protection Facility\Placing Dwgs\CAD\R004 - CUSTOMS & BORDER PROTECTION FACILITY - GB & SLAB - REV 0.dwg



Arch:
Please confirm that this is out of scope for current phase.

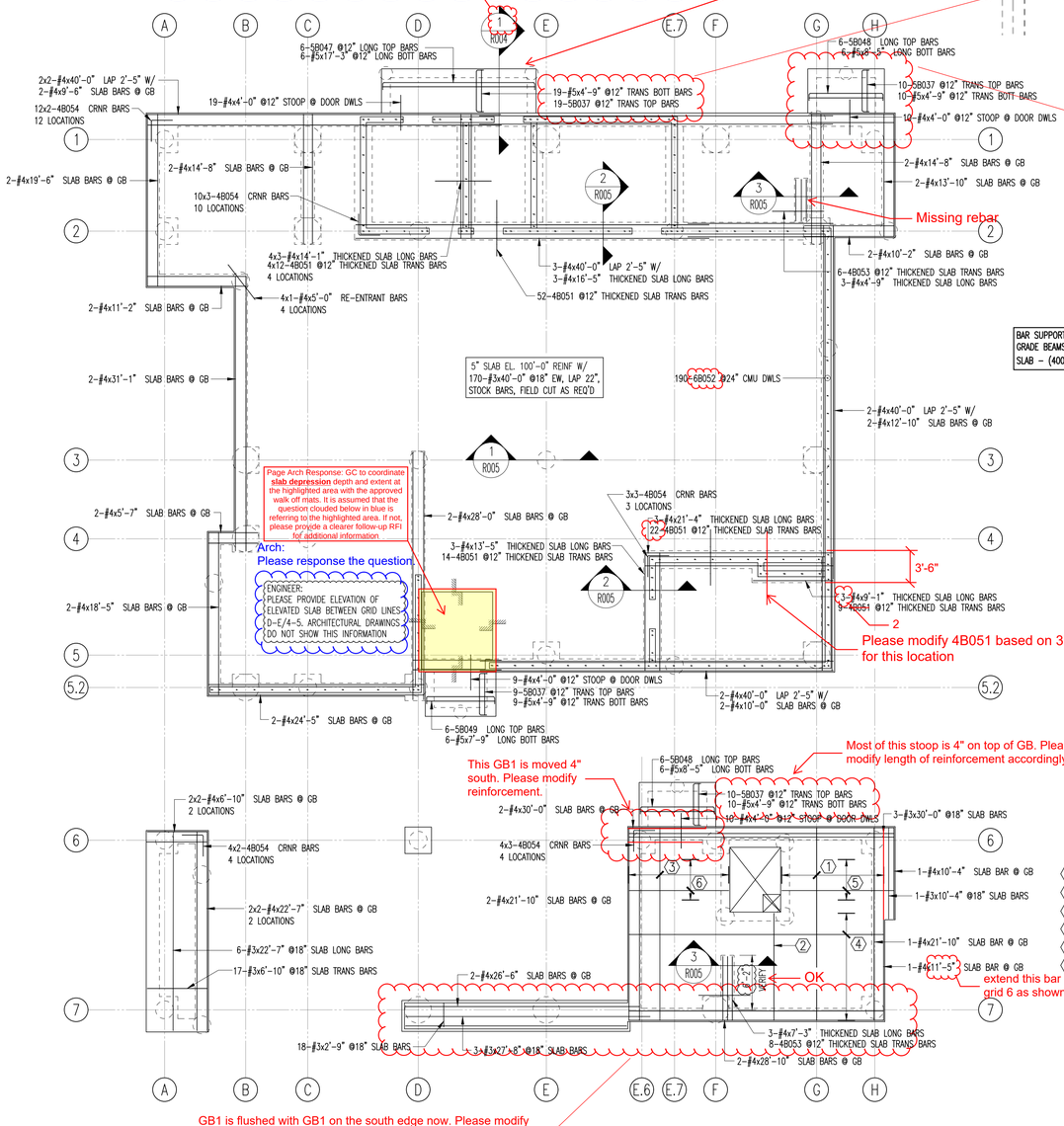
Page Arch Response: Confirmed

Stoop is 7 1/4" on top of GB at certain portions. Ref. S1.10



2 ?

1/2" DIAX4'-0" SMOOTH DOWELS @ 12" OC TO SITE PAVING?



Page Arch Response: GC to coordinate **slab depression** depth and extent at the highlighted area with the approved walk off mats. It is assumed that the question clouded below in blue is referring to the highlighted area. If not, please provide a clearer follow-up RFI for additional information

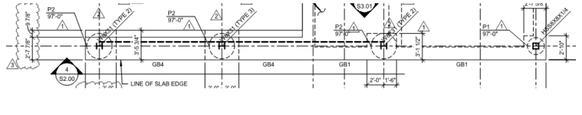
Arch:
Please response the question

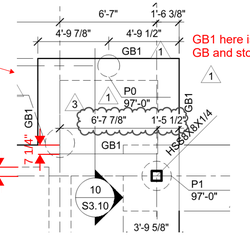
ENGINEER:
PLEASE PROVIDE ELEVATION OF ELEVATED SLAB BETWEEN GRID LINES 10-E/4-5. ARCHITECTURAL DRAWINGS DO NOT SHOW THIS INFORMATION

This GB1 is moved 4" south. Please modify reinforcement.

Most of this stoop is 4" on top of GB. Please modify length of reinforcement accordingly.

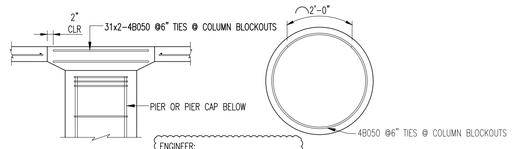
GB1 is flushed with GB1 on the south edge now. Please modify reinforcement.





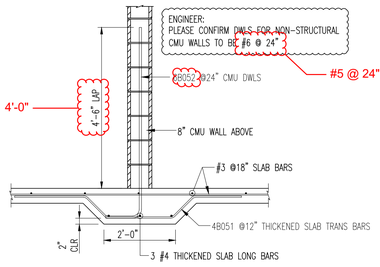
GB1 here is moved 4" south. Please modify GB and stoop reinforcement.

BAR SUPPORTS:
GRADE BEAMS – (400) 2"x3"x3" DOBIES @48"
SLAB – (400) 2 1/2" PLASTIC PAVING CHAIRS @48"

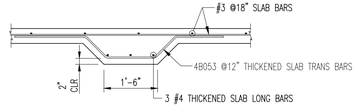


NO VERT. REINF REQUIRED.

1 R005 COLUMN BLOCKOUT SECTION
SCALE: N.T.S.
REF: 3/S3.01
(31 LOCATIONS)



2 R005 THICKENED SLAB @ CMU SECTION
SCALE: N.T.S.
REF: 6/S4.00



3 R005 THICKENED SLAB @ MTL STAIRS SECTION
SCALE: N.T.S.
REF: 13/S3.01

1 9-#3x21'-10" @18" SLAB BARS
2 3-#3x12'-2" SLAB BARS
3 9-#3x21'-10" @18" SLAB BARS
4 9-#3x28'-10" @18" SLAB BARS
5 4-#3x12'-8" @18" SLAB BARS
6 4-#3x11'-4" @18" SLAB BARS

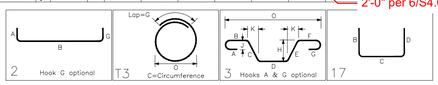
#5

BENDING DETAILS

Drawing Sheet : R005

Bar Mark	Size	Total Length	Type	'A'	'B'	'C'	'D'	'E'	'F'	'G'	'H'	'J'	'K'	'O'	'R'
6B052	#6	6'-4"	2	1'-0"	5'-4"										
5B037	#5	6'-5"	2	0'-10"	4'-8"					0'-10"					
5B047	#5	18'-11"	2	0'-10"	17'-2 K"					0'-10"					
5B048	#5	10'-1"	2	0'-10"	8'-5"					0'-10"					
5B049	#5	9'-5"	2	0'-10"	7'-9"					0'-10"					
4B050	#4	10'-4"	13			8'-4 K"				2'-0"					2'-8"
4B051	#4	6'-10"	3		2'-0"	0'-10"	1'-10 K"	0'-10"	1'-4 K"			0'-7 K"		0'-6 K"	6'-4"
4B053	#4	6'-4"	3		2'-0"	0'-10"	1'-4 K"	0'-10"	1'-4 K"			0'-7 K"		0'-6 K"	5'-10"
4B054	#4	4'-10"	17		2'-5"	2'-5"									

2'-0" per 6/S4.00



NOTICE
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No.	Description	Date	By
REV 0	FOR APPROVAL	10/15/2019	LAD

Revisions and Issue Record

The full intent and purpose of this drawing is the placing of reinforcing steel bars ONLY. It is NOT to be used as a means of communication between the Architect, Engineer, Contractor or any other Sub-trades.

THIS DRAWING IS NOT TO BE SCALED.

Harris Rebar Nufab LLC
LONGVIEW, TX.
DETAILED AT: WAXAHACHIE, TX.
National Strength. Local Service. PHONE: 972-923-2636 FAX: 972-923-2771

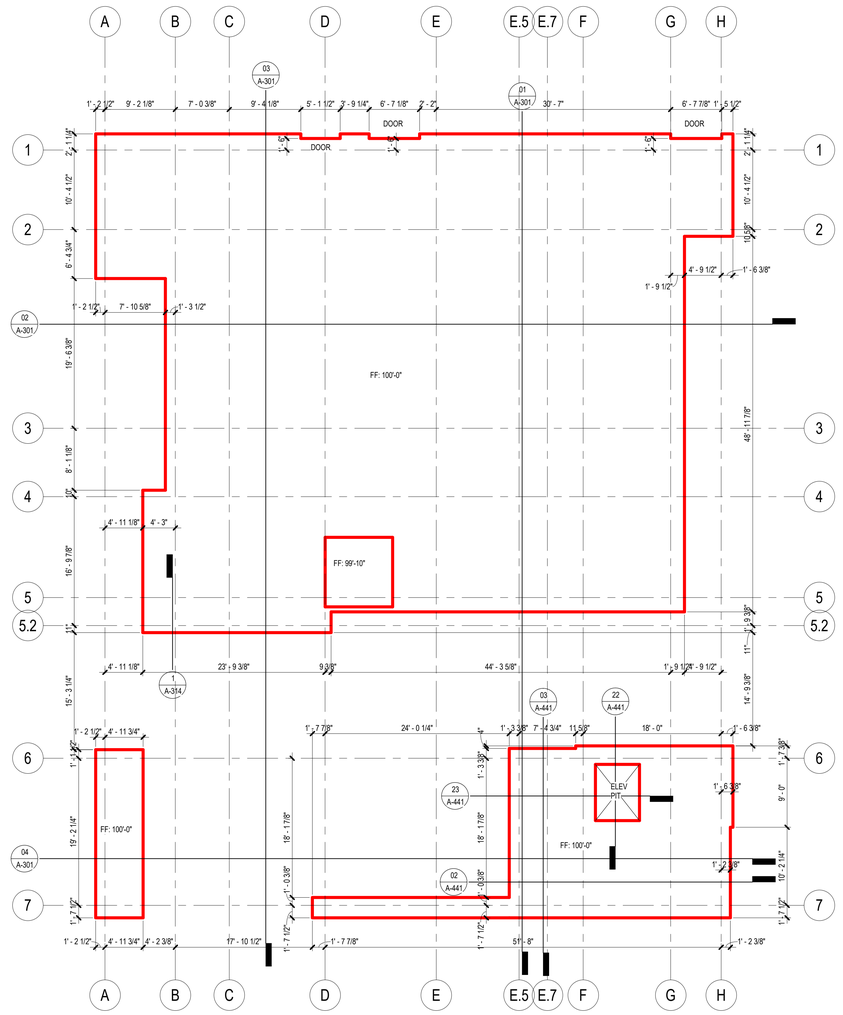
Project: CUSTOMS & BORDER PROTECTION FACILITY

Drawing: SLAB PLAN & DETAILS

Customer: STECONCO
Engineer: AG&E STRUCTURAL ENGENUITY

Date	Drawn	Chkd.	JOB No.	Dwg. No.
10/15/2019	LAD	LAD	05519039	R005

N:\Detailing\Jobs-Waxahachie\05519039 Customs & Border Protection Facility\Placing Dwgs\CAD\R004 - CUSTOMS & BORDER PROTECTION FACILITY - GB & SLAB - REV 0.dwg



FOR REFERENCE ONLY

1 **#CVIEW - Slab Plan**
SCALE: 1/8" = 1'-0"

FILE PATH: W:\417151\417151A-R18-avuono.RVT
USER NAME:
DATE STAMP: 11/7/2019 2:29:18 PM

Page/

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com

TEL 713 871 8484
FAX 713 871 8440

ARCHITECTURE / ENGINEERING / INTERIORS / PLANNING / CONSULTING
Austin / Dallas / Denver / Houston / San Francisco / Washington DC / International Affiliate Offices

CIVIL
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

STRUCTURAL
AG&E STRUCTURAL
15280 Addison Road
Suite 310
Addison, TX 75001
214-520-7202

MEP
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

LANDSCAPE
KUDELA&WEINHEIMER
7155 Old Katy Road
Suite 270
Houston, Texas 77024
713-869-6987

WAYFINDING
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

TECHNOLOGY
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

Town of Addison Airport Customs and Border Protection Facility

4545 Jimmy Doolittle Drive
Addison, TX 75001

REVISION HISTORY

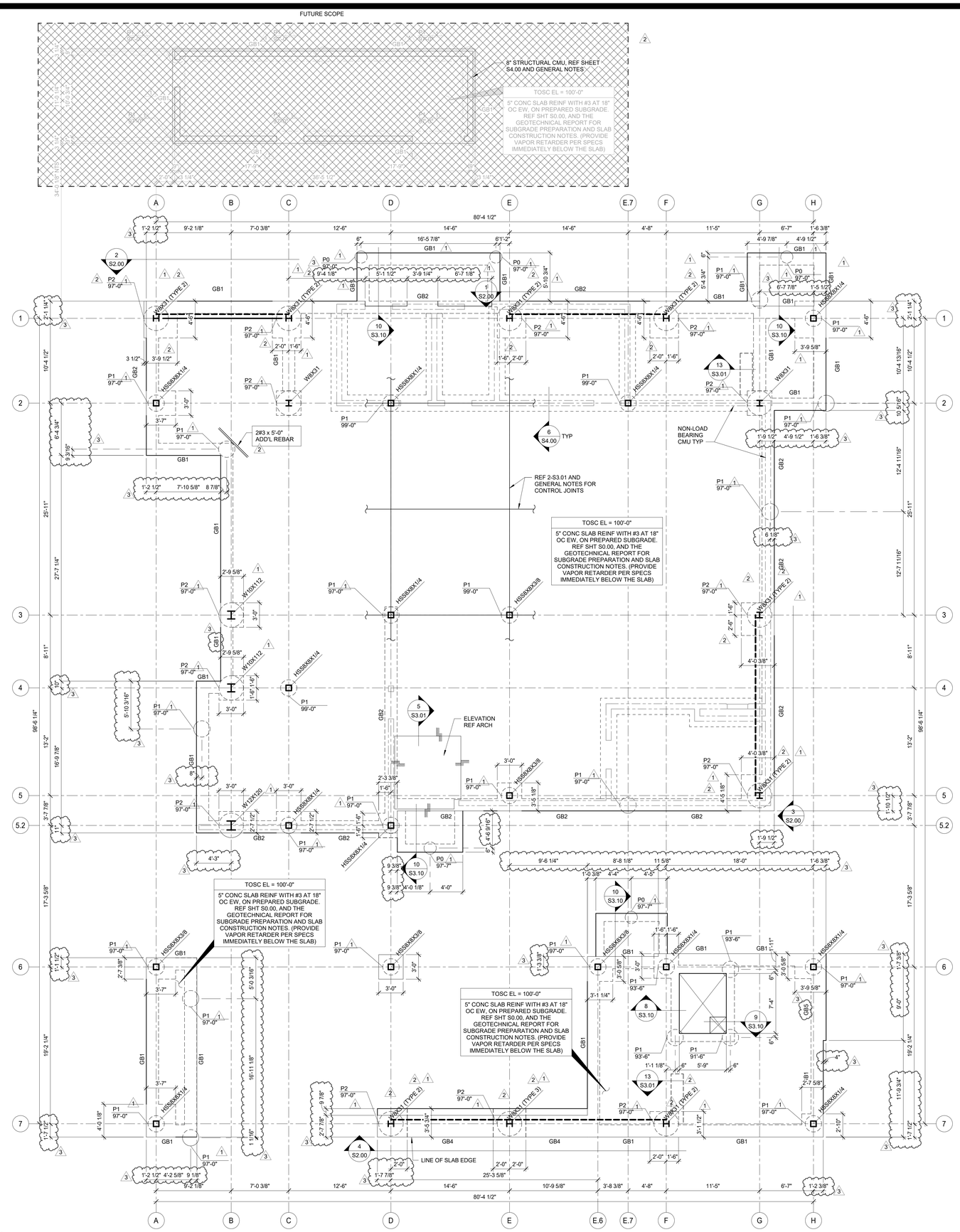
REVISION	DESCRIPTION	DATE

PROFESSIONAL SEALS

ARCHITECTURAL - SLAB PLAN

DRAWN BY: Author	CHECKED BY: Checker
PROJECT NUMBER: 417151	PROJECT ABBREVIATION: Addison FIS
ORIGINAL ISSUE	DATE

SKA-5.4
SHEET NUMBER



1 FOUNDATION PLAN
3/16" = 1'-0"

HSX-XXX - DENOTES COLUMN SIZE

PX - DENOTES PIER TYPE
XX-XX" - DENOTES TOP OF PIER EL

COLUMN AND PIER KEY

SHEET NOTES

1. VERIFY ALL WALL OPENING DIMENSIONS AND LOCATIONS WITH ARCH DRAWINGS.
2. DEVIATIONS FROM CONST JOINT/CONTROL JOINT PATTERN SHOWN MUST BE APPROVED BY THE ENGINEER OF RECORD.
3. REFER TO SHEET S3.00 FOR PIER SCHEDULE.
4. REFER TO SHEET S5.00 FOR COLUMN AND BASE PLATE SCHEDULE.
7. PIERS WITHOUT CENTERLINES SHOWN ON PLANS, SECTIONS AND/OR DETAILS SHALL BE LOCATED AS FOLLOWS:

A. COLUMNS AND PILASTERS: CENTERLINE OF THE COLUMN.
B. GRADE BEAMS AND WALLS: CENTERLINE OF THE GRADE BEAM OR WALL.
C. ALONG THE LENGTH OF GRADE BEAMS AND WALLS: INTERMEDIATE PIERS SHALL BE SPACED EQUALLY BETWEEN PIERS THAT ARE DIMENSIONALLY SET ON PLAN OR AS NOTED ABOVE.
D. PIERS SUPPORTING SLABS ON CARTON FORMS: UNLESS NOTED OTHERWISE, PIERS NOT DIMENSIONED SHALL BE SPACED EQUALLY BETWEEN PIERS THAT ARE DIMENSIONALLY SET ON PLAN.

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REVISION HISTORY

REVISION	DESCRIPTION	DATE
3	ASI 02	13 NOV 2019
2	ASI 01	15 OCT 2019
1	ADDENDUM 004	11 APRIL

PROFESSIONAL SEALS

STATE OF TEXAS · JASON F. HART · 94518 · LICENSED PROFESSIONAL ENGINEER

FOUNDATION PLAN

DRAWN BY	CHECKED BY
JC	JH
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417151	Addison FIS
ORIGINAL ISSUE	DATE
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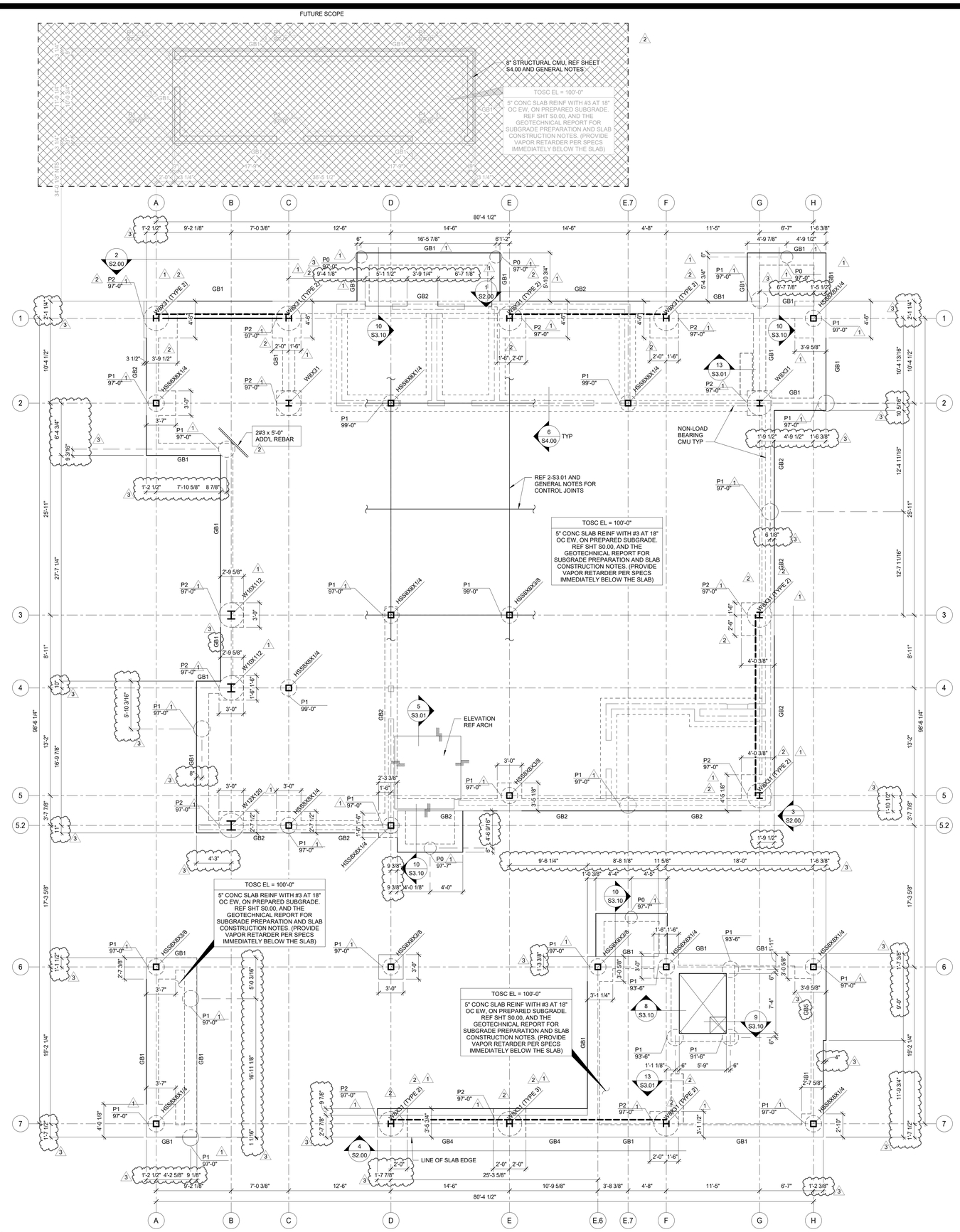

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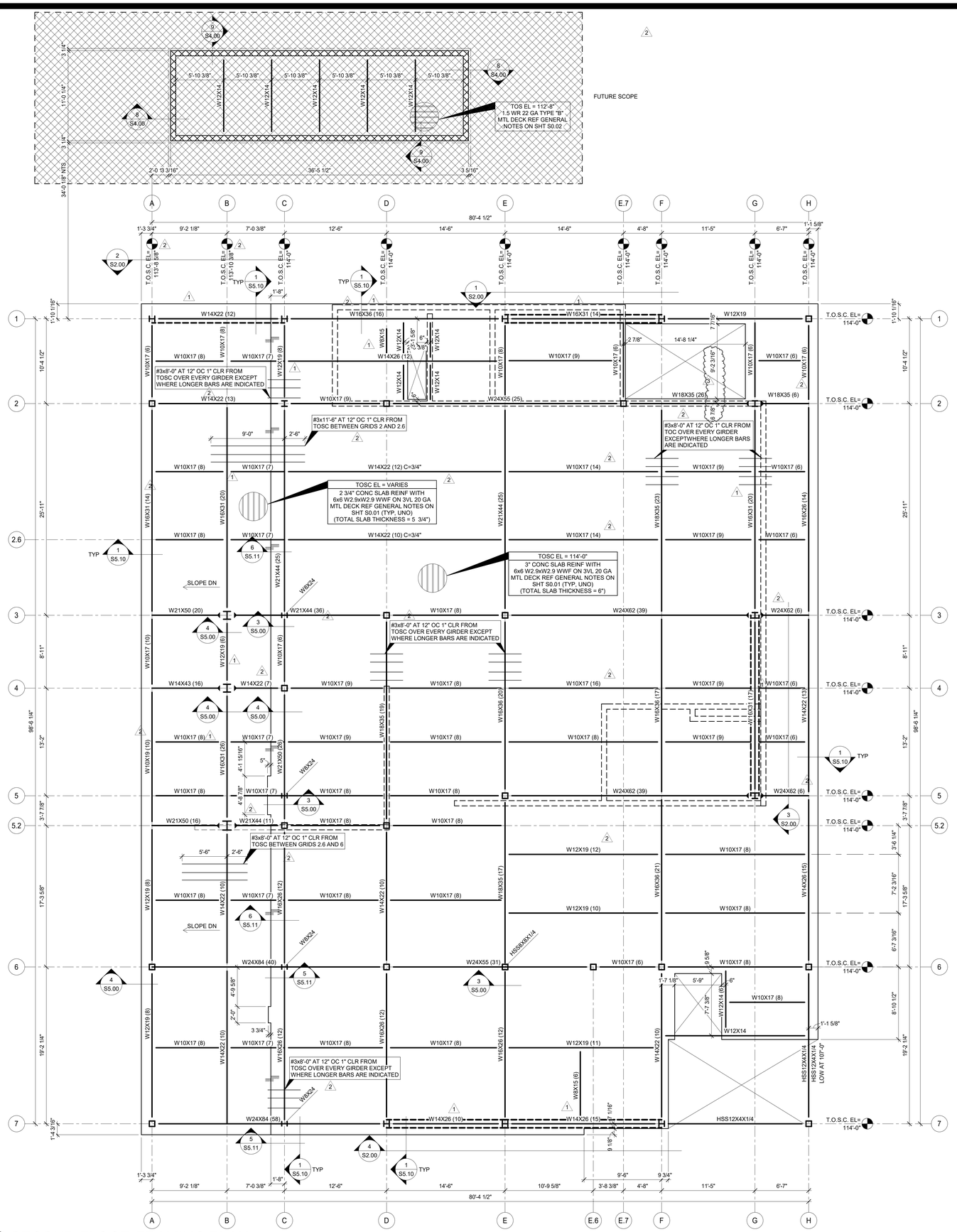
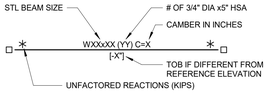


1 SECOND FLOOR FRAMING PLAN
3/16" = 1'-0"

STL BEAM SIZE KEY



COMPOSITE BEAM KEY

SHEET NOTES

1. REFER TO SHEETS S0 SERIES AND S5 SERIES FOR GENERAL NOTES, SCHEDULES, AND DESIGN CRITERIA.
2. ALL ELEVATIONS ARE BASED ON TOSC EL = 100'-0"
3. DETAILING OF ALL MEMBER CONNECTIONS TO THE SUPPORTS SHALL BE PERFORMED TO SATISFY LATEST OSHA ERECTION REQUIREMENTS.
4. DESIGN LIVE LOAD = SEE SCHEDULE
5. COMPOSITE BEAM CONSTRUCTION IS UNSHORED.
6. ◄► DENOTES MOMENT CONNECTION, REFER TO MOMENT CONNECTION DETAILS.
7. BEAMS THAT ARE MARKED "SEE ELEVATION" ARE SHOWN ON FRAME ELEVATIONS.
8. STEEL BEAMS/JOIST SHALL BE EQUALLY SPACED BETWEEN COLUMN CENTERLINES, UNLESS NOTED OTHERWISE.

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SECOND FLOOR FRAMING PLAN

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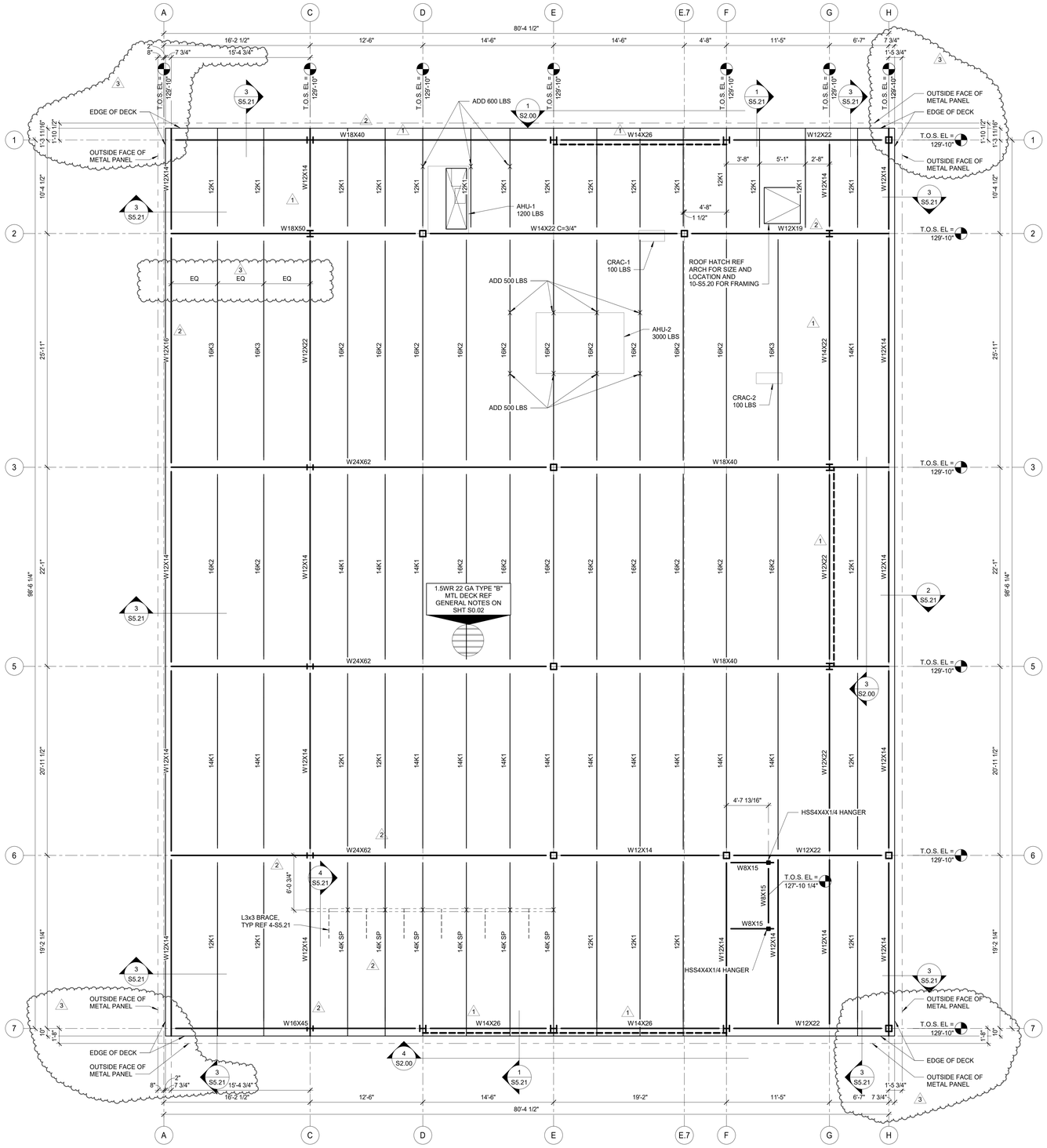

1 ROOF FRAMING PLAN
3/16" = 1'-0"

NORTH

SHEET NOTES

1. REFER TO SHEETS S0 SERIES AND S5 SERIES FOR GENERAL NOTES, SCHEDULES, AND DESIGN CRITERIA.
2. ALL ELEVATIONS ARE BASED ON TOSC EL = 100'-0"
3. JOIST MFR NOTE:
   BRIDGING NOT SHOWN ON PLAN. MANUFACTURER SHALL PROVIDE STANDARD BRIDGING COMPLYING WITH SJI SPECIFICATIONS OF LATEST ADOPTION, TYPICAL FOR GRAVITY AND UPLIFT LOADS SUPERIMPOSED ON ALL JOISTS. DIAGONAL BRIDGING SHALL BE PROVIDED BETWEEN ADJACENT JOISTS WHENEVER BOTTOM CHORD HORIZONTAL BRIDGING IS DISCONTINUOUS.
4. REFER TO ROOF DIAPHRAGM CONNECTION SCHEDULE FOR DECK ATTACHMENT TO ROOF FRAMING MEMBERS AND DECK FASTENER TYPE, SIZE AND SPACING.
5. REF ARCH FOR TOP OF WALL ELEVATIONS.
6. DETAILING OF ALL MEMBER CONNECTIONS TO THE SUPPORTS SHALL BE PERFORMED TO SATISFY LATEST OSHA ERECTION REQUIREMENTS.
7. ◂▸ DENOTES MOMENT CONNECTION, REFER TO MOMENT CONNECTION DETAILS.
8. TOS EL = BOTTOM OF DECK.
9. STEEL BEAMS/JOIST SHALL BE EQUALLY SPACED BETWEEN COLUMN CENTERLINES, UNLESS NOTED OTHERWISE.
10. SEE DETAIL 13/S5.20 FOR SPECIAL JOIST 14K SP 2

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PROFESSIONAL SEALS

STATE OF TEXAS
JASON F. HART
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LICENSED PROFESSIONAL ENGINEER

ROOF FRAMING PLAN

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STEEL REINF CLASS B TENSION LAP SPLICE SCHEDULE L_{st}

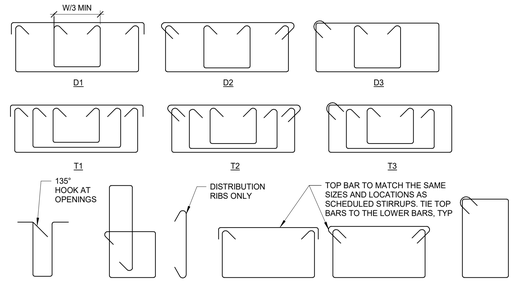
	3000 PSI CONC		4000 PSI CONC		5000 PSI CONC		6000 PSI CONC		7000 PSI CONC		8000 PSI CONC	
	TYP	OTHER	TYP	OTHER	TYP	OTHER	TYP	OTHER	TYP	OTHER	TYP	OTHER
#6 AND SMALLER BARS	74db	57db	64db	50db	58db	44db	53db	41db	49db	38db	46db	35db
#7 TO #11 BARS	93db	71db	81db	62db	72db	55db	66db	51db	61db	47db	57db	44db

NOTES:

1. THE CLASS B TENSION LAP SPLICE SCHEDULE SHOWN IS FOR NORMAL WEIGHT CONCRETE AND GRADE 60 NON EPOXY COATED REINFORCING.
2. TYPICAL IS FOR BEAM TOP AND INTERMEDIATE BARS, WALL TOP AND HORIZONTAL BARS AND SLAB/FOOTING TOP BARS FOR SLAB/FOOTING THICKNESS GREATER THAN 13".
3. FOR EPOXY COATED TYPICAL BARS, INCREASE SPLICE LENGTHS BY 31%. FOR EPOXY COATED OTHER BARS, INCREASE SPLICE LENGTHS BY 50%.
4. FOR LIGHTWEIGHT CONCRETE, INCREASE SPLICE LENGTHS BY 33%.
5. FOR GRADE 75 REBARS, INCREASE SPLICE LENGTHS BY 25%.
6. FOR #7 TO #11 SLAB OR WALL REINFORCING WITH CLEAR COVER LESS THAN 1 BAR DIAMETER, INCREASE SPLICE LENGTHS BY 50%.
7. SPLICE LENGTH FOR BARS OF DIFFERENT SIZE SHALL BE THE GREATER OF SPLICE LENGTH/1.3 OF THE LARGER BAR AND SPLICE LENGTH OF THE SMALLER BAR.
8. FOR CONCRETE STRENGTH IN BETWEEN THOSE SHOWN IN THE SCHEDULE, USE SPLICE LENGTHS OF LOWER CONCRETE STRENGTH.
9. THE SCHEDULED LAP SPLICE LENGTH WITH THE APPLICABLE MODIFACTION FACTORS SHALL NOT BE LESS THAN 12".

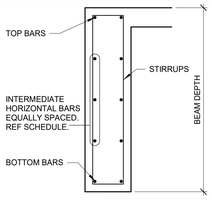
11 TYPICAL STEEL REINF CLASS B TENSION LAP SCHEDULE

3/4" = 1'-0"



10 STIRRUP TYPES AT GRADE BEAMS

3/4" = 1'-0"



INTERMEDIATE BAR SCHEDULE

BEAM DEPTH	NUMBER OF BARS EA FACE	SIZE OF BAR
37" - 48"	5	#3
49" - 54"	5	#4
55" - 60"	5	#5
61" - 66"	6	#5
67" - 78"	7	#5
79" AND ABOVE	AT 9" OC	#5

NOTES:

1. ALTERNATE LAP SPLICE INTERMEDIATE BARS BETWEEN SUPPORT AND MIDSPAN. PROVIDE STANDARD ACI HOOK AT DISCONTINUOUS ENDS.
2. FOR BEAMS WITH DEPTH OF 36" OR LESS DO NOT NEED INTERMEDIATE BARS UNLESS REQUIRED BY BEAM SCHEDULE.
3. WHERE "EXTRA INTERMEDIATE BARS" ARE SCHEDULED, PROVIDE SCHEDULED BARS IN LIEU OF THOSE REQUIRED BY THIS DETAIL.

9 TYPICAL INTERMEDIATE BAR SCHEDULE

3/4" = 1'-0"

CONCRETE GRADE BEAM SCHEDULE

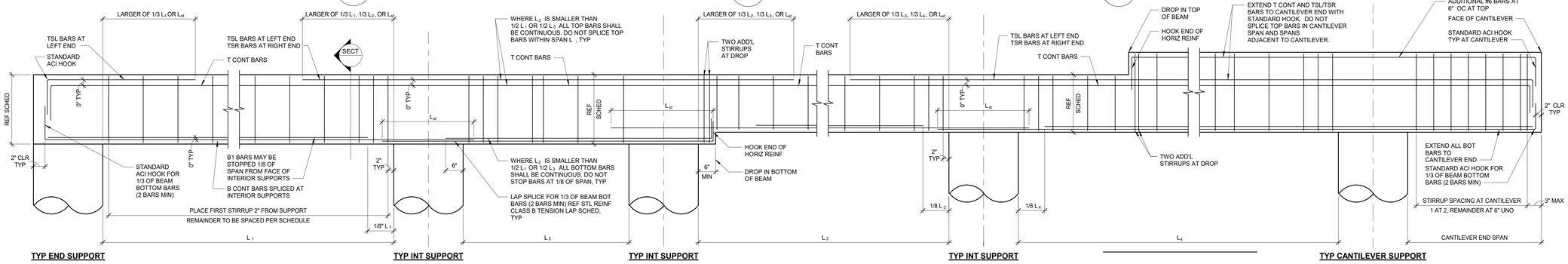
MARK	WIDTH	DEPTH	REINFORCEMENT						STIRRUPS		STIRRUP SPACING FROM EACH END
			TSL	T CONT	TSR	B CONT	B1	INTERM EA FACE	SIZE	TYPE	
GB1	18"	24"	-	(3) #6	-	(3) #6	-	-	#3	S3	1@2", R@10", 1@2", R@6" @ CANTI
GB2	18"	24"	-	(5) #6	-	(5) #6	-	-	#3	S3	1@2", R@10", 1@2", R@6" @ CANTI
GB3	33 1/2"	24"	-	(6) #6	-	(6) #6	-	-	#3	S3	1@2", R@10", 1@2", R@6" @ CANTI
GB4	41 3/4"	24"	-	(7) #6	-	(7) #6	-	-	#3	S3	1@2", R@10", 1@2", R@6" @ CANTI
GB5	22"	24"		(4) #6		(4) #6			#3	S3	1@2", R@10", 1@2", R@6" @ CANTI

NOTES:

1. REF 7-S3.00 FOR ADDITIONAL INFORMATION.
2. FOR STIRRUP TYPE REF 10-S3.00.
3. REF TYPICAL STL REINF CLASS B TENSION LAP SPLICE SCHEDULE FOR ALL LAP REQUIREMENTS.

8 CONCRETE GRADE BEAM SCHEDULE

3/4" = 1'-0"



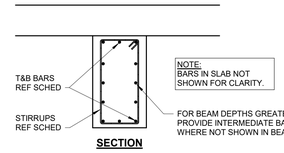
TYP END SUPPORT | **TYP INT SUPPORT** | **TYP INT SUPPORT** | **TYP INT SUPPORT** | **TYP CANTILEVER SUPPORT**

NOTES:

1. L_{st} = LAP SPLICE LENGTH - SEE TYP STL REINF CLASS B TENSION LAP SCHED.
2. SCHEDULED LEFT AND RIGHT END OF MEMBERS READ ON PLAN AS LEFT AND RIGHT OF THE SHEET OR BOTTOM AND TOP OF THE SHEET RESPECTIVELY AS SHOWN BELOW. SCHEDULED LEFT AND RIGHT END OF MEMBERS SHOWN DIAGONALLY ON PLAN READ AS LEFT AND RIGHT ON SHEET AS SHOWN BELOW:

L R | R L | R L L R

3. T CONT BARS MAY BE SPLICED AT MID-SPAN OF BEAM ONLY. EXCEPT AT CANTILEVER SPANS, SPANS ADJACENT TO CANTILEVER SPANS AND SPANS WITH LENGTH NOT GREATER THAN ONE HALF OF THE ADJACENT SPAN LENGTH.
4. ALL HOOKS SHOWN ARE STANDARD HOOKS (90° OR 180°).
5. SPLICES IN SCHEDULED BARS LESS THAN 60'-0" LENGTH ARE ONLY PERMITTED AT THE SPECIFIED LOCATIONS SHOWN. SPLICES IN SCHEDULED BARS MORE THAN 60'-0" LENGTH SHALL BE REFERRED TO ENGINEER FOR APPROVAL.



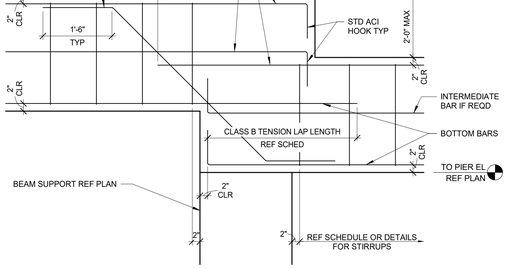
SECTION

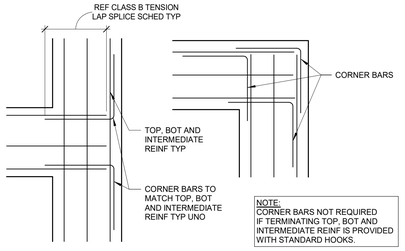
NOTE:
BARS IN SLAB NOT SHOWN FOR CLARITY.

FOR BEAM DEPTHS GREATER THAN 36" PROVIDE INTERMEDIATE BARS PER 9-S3.00 WHERE NOT SHOWN IN BEAM SCHEDULE

7 TYPICAL CONCRETE GRADE BEAM BAR PLACING DIAGRAM

3/4" = 1'-0"





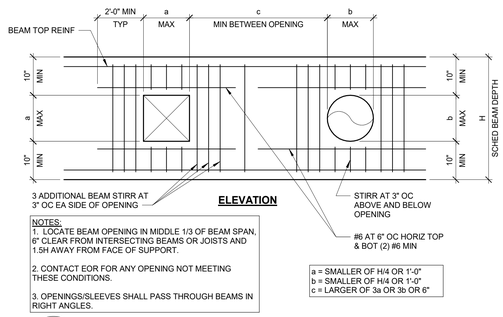
NOTE:
CORNER BARS NOT REQUIRED IF TERMINATING TOP, BOT AND INTERMEDIATE REINF IS PROVIDED WITH STANDARD HOOKS.

6 TYPICAL CORNER BAR REINFORCING

3/4" = 1'-0"

5 TYPICAL BEAM STEP

3/4" = 1'-0"



ELEVATION

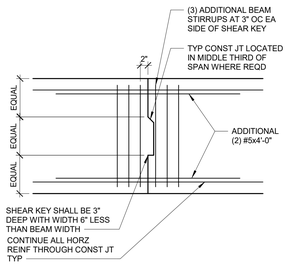
NOTES:

1. LOCATE BEAM OPENING IN MIDDLE 1/3 OF BEAM SPAN, 6" CLEAR FROM INTERSECTING BEAMS OR JOISTS AND 1.5H AWAY FROM FACE OF SUPPORT
2. CONTACT EOR FOR ANY OPENING NOT MEETING THESE CONDITIONS.
3. OPENINGS/SLEEVES SHALL PASS THROUGH BEAMS IN RIGHT ANGLES.

a = SMALLER OF H/4 OR 1'-0"
b = SMALLER OF H/4 OR 1'-0"
c = LARGER OF 3a OR 3b OR 6"

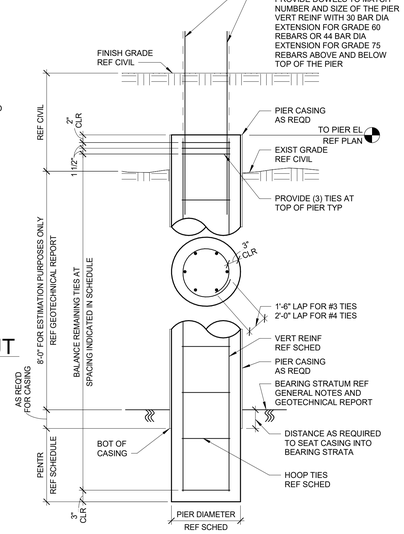
4 TYPICAL HORIZONTAL OPENING IN BEAM

3/4" = 1'-0"



3 TYPICAL BEAM CONST JT

3/4" = 1'-0"

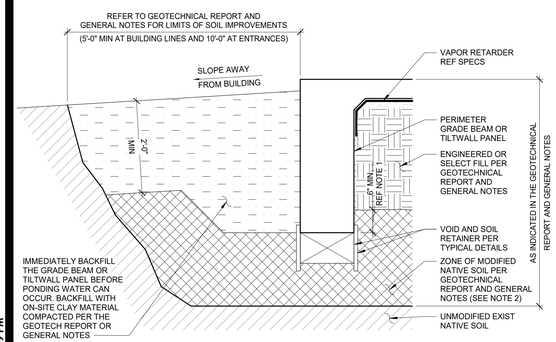


PIER SCHEDULE

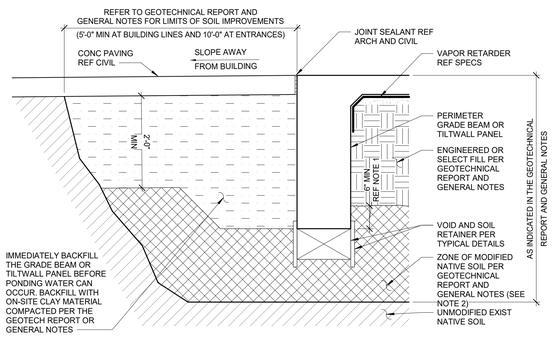
MARK	PIER DIAMETER	PENTR	VERT REINF	HOOP TIES
P0	18"	3'-0"	(5) #6	#3 AT 12" OC
P1	24"	3'-0"	(6) #6	#3 AT 12" OC
P2	36"	5'-0"	(12) #8	#3 AT 12" OC

NOTE(S):

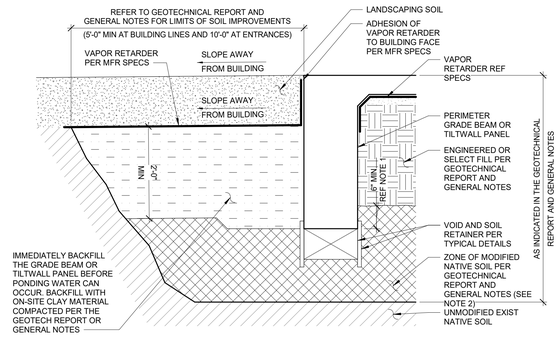
1. DEPTH OF BEARING STRATUM IS INDICATED FOR INFORMATION ONLY. ACTUAL DEPTH MAY VARY. REFER TO THE GEOTECHNICAL REPORT AND THE GRADING PLAN FOR DEPTH OF BEARING STRATUM BELOW FINISH FLOOR, AND ADJUST DEPTHS AS REQD. CONTRACTOR TO PROVIDE AN ALLOWANCE ON PER LINEAR FOOT BASIS FOR ADD AND DEDUCT.
2. CONTRACTOR SHALL PROVIDE AN ALLOWANCE FOR PIER CASINGS ON A PER LINEAR FOOT BASIS AS PER DIVISION 1 OF THE PROJECT SPECIFICATIONS. ALSO REFER TO THE GEOTECHNICAL REPORT FOR PIER CASING REQUIREMENTS.
3. SPLICE VERTICAL REINFORCING IN PIERS WITH CLASS B TENSION LAP SPLICE.
4. FOR PIERS LOCATED WITHIN TWO SHAFT DIAMETERS CLEAR SPACING, THE SECOND PIER SHALL BE DRILLED A MIN OF 48 HOURS AFTER THE FIRST.
5. IF CASING IS REQUIRED, CASING SHALL BE SIZED TO MAINTAIN THE PIER DIAMETER INDICATED IN SCHEDULE.
6. MINIMUM PIER LENGTH IS 7 FEET OR 3 TIMES SHAFT DIAMETER, WHICHEVER IS GREATER. INCREASE PIER PENETRATION DEPTH TO MEET THE CRITERIA IF SCHEDULED PIER LENGTH IS SHORTER.



WITHOUT ADJACENT CONCRETE PAVING OR LANDSCAPING / IRRIGATION



WITH ADJACENT PERMANENT CONCRETE PAVING



WITH ADJACENT LANDSCAPING

NOTES:

1. IF SELECT FILL OR ENGINEERED FILL IS UTILIZED BELOW SLAB, THE DEPTH OF GRADE BEAM OR PANEL MUST BE AT LEAST 6" BELOW THE BOT OF SUCH FILL.
2. THE DETAILS OF THE SOIL IMPROVEMENT PROCESS SUCH AS MOISTURE CONDITIONING OR WATER INJECTION ARE PRESENTED IN THE GEOTECHNICAL REPORT. USE OF IMPORTED SOIL IN THIS ZONE IS PROHIBITED.
3. ALL TREES SHALL BE PLANTED WITH PERMANENT ROOT BARRIERS.

2 TYPICAL BACKFILL DETAILS AT BUILDING PERIMETER

3/4" = 1'-0"

1 TYPICAL PIER REINFORCING DIAGRAM AND SCHEDULE

3/4" = 1'-0"

FILE PATH:
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DATE STAMP: 11/13/2019 1:29:49 PM

PROJECT # 17049.00001
15280 Addison Road, Suite 310
Addison, Texas 75001
Ph: 214.520.7202
www.age-se.com
TX. REG. NO. F-8435
AG&E Structural Engenuity

Page/

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com
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FAX 713 871 8440
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GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

STRUCTURAL
AG&E STRUCTURAL
15280 Addison Road
Suite 310
Addison, TX 75001
214-520-7202

MEP
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

LANDSCAPE
KUDELA&WEINHEIMER
7155 Old Katy Road
Suite 270
Houston, Texas 77024
713-869-6987

WAYFINDING
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

TECHNOLOGY
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

Town of Addison Airport
Customs and Border Protection Facility
4545 Jimmy Doolittle Drive
Addison, TX 75001

REVISION HISTORY

REVISION	DESCRIPTION	DATE
3	ASI 02	13 NOV 2019

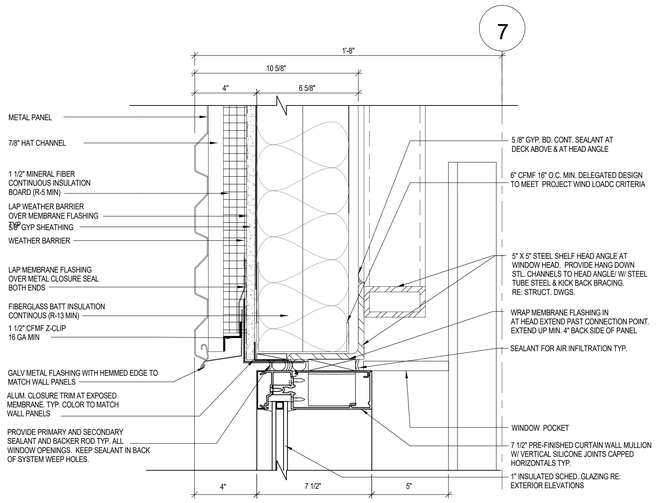
PROFESSIONAL SEALS

STATE OF TEXAS
JASON F. HART
94518
LICENSED PROFESSIONAL ENGINEER

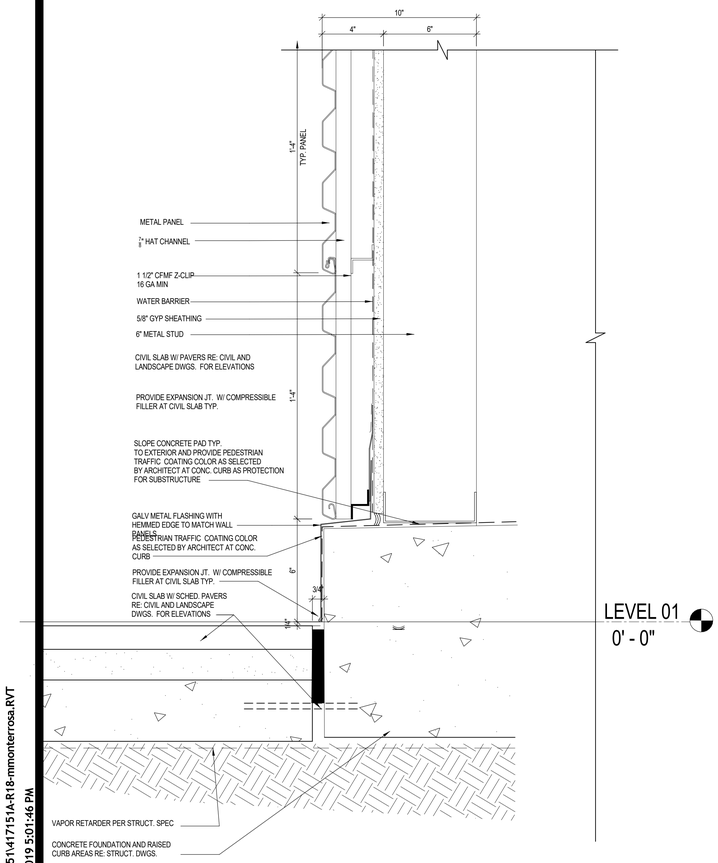
PIER, GRADE BEAM SCHEDULE AND TYPICAL FOUNDATION DETAILS

DRAWN BY	CHECKED BY
JC	JH
PROJECT NUMBER	PROJECT ABBREVIATION
417151	Addison FIS
ORIGINAL ISSUE	DATE
ISSUE FOR BID	14 FEBRUARY 2019

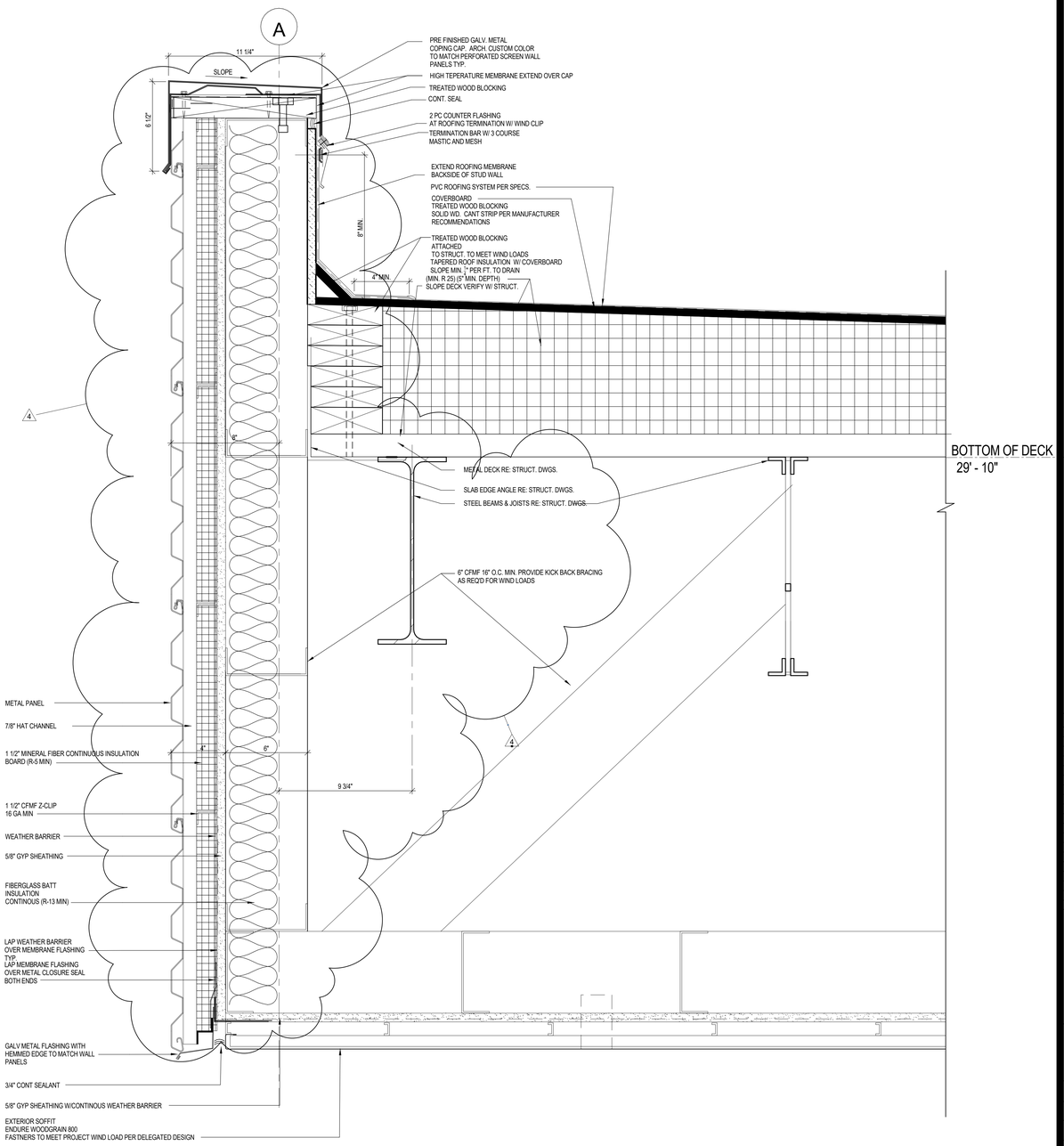
S3.00
SHEET NUMBER



3 ENLARGED DETAIL - HEAD/SOFFIT LVL 2
SCALE: 3" = 1'-0"



2 ENLARGED DETAIL @ SILL
SCALE: 3" = 1'-0"



1 ENLARGED DETAIL - PARAPET/SOFFIT LVL 2
SCALE: 3" = 1'-0"

FILE PATH: W:\417151\417151A-R18-mmonterrosa.RVT
USER NAME:
DATE/STAMP: 11/13/2019 5:01:46 PM

Page

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com

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FAX 713 871 8440

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512.472.6721

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400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

Town of Addison Airport Customs and Border Protection Facility

4545 Jimmy Doolittle Drive
Addison, TX 75001

REVISION HISTORY

4	ASI 02	14 NOV 2019
3	PERMIT REVISION	21 OCT 2019
2	ASI 01	15 OCT 2019
1	ADDENDUM 004	11 APRIL
REVISION	DESCRIPTION	DATE

PROFESSIONAL SEALS
Page Southerland Page, Inc.
Firm Registration No. 15868



11/14/2019

ARCHITECTURAL - EXTERIOR SECTIONS DETAILS

DRAWN BY: Author	CHECKED BY: Checker
PROJECT NUMBER: 417151	PROJECT ABBREVIATION: Addison FIS
ORIGINAL ISSUE: ISSUE FOR BID	DATE: 14 FEBRUARY 2019

A-501
SHEET NUMBER

Request for Information 118

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
SteConCo

Date Created: 6/22/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #26 - Equipment Delays

Category: Change Proposal

Question:

Date Required: 6/29/2020

This proposal is the cost for additional days that equipment was on site as a result of delays from ASI #2. This is from the concrete subcontractor.

Answer:

Date Answered:

JC COMMERCIAL INCORPORATED

Proposal #26

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	6/22/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on delays resulting from ASI #2.

Item	Description	Total
1	Price for additional days that equipment was on site as a result of delays from ASI #2 (From Concrete Subcontractor)	$ 5,720.00

Sub-total	$ 5,720.00
General Conditions	$ 286.00
Sub-total	$ 6,006.00
Insurance	$ 120.12
Bond	$ 120.12
Sub-total	$ 6,246.24
Mark up	$ 936.94
Total	**$ 7,183.18**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]		$7,183.18
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days	30

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: *Scott Arthur*	Signature:
Date: 6/22/2020	Date:

Change in Work - Cost Analysis Form

Project Name: Addison Airport
Contractor: Steconco
Description of Change: Delays to ASI's Equipment on Site

Project No.: 19-019
Change No.: 2

Means Code	Page No.	DESCRIPTION	Quantity	Unit	Base Pay	Labor Burden	Benefits	Total Hourly Rate	Labor Total	Material Total	Equipment or Other	Subcontract
		Labor										
		Moving Wall CO										
		Labor 1	0	HRS	$ 22.50	8.12	4.64	35.26		-	-	-
		Supervision	0	HRS	$ 51.00	9.24	12.01	72.25	$0.00	-	-	-
		Material										
		Concrete	0	Yrds	$ 135.00				-	$0.00	-	-
		Rebar	0	Ton	$ 1,304.40					$0.00		
		2x4	0	Per	$ 9.00					$0.00		
		2x6	0	Per	$ 12.00					$0.00		
		Plywood	0	Per	$ 28.00					$0.00		
		Ardex	0	Per	$ 65.00					$0.00		
		Epoxy	0	Per	$ 65.00					$0.00		
		Void Boxes	0	LF	$ 3.10					$0.00		
		Retainers	0	LF	$ 2.60					$0.00		
		Delivery	0	Per	$ 130.00					$0.00		
		Equipment										
		Jumping Jack Compactor	0	Day	$ 125.00						$0.00	
		Quickie Saw	0	Day	$ 85.00						$0.00	
		E 50 Mini Excavator	1	Month	$ 2,600.00						$2,600.00	
		Track Loader	1	Month	$ 2,600.00						$2,600.00	
		Concrete Breaker	0	Day	$ 180.00						$0.00	
		Auger	0	Day	$ 180.00						$0.00	
		Delivery	0	Per	$ 130.00						$0.00	
		Subcontractor										
		Rod Buster	0	EA	$ 400.00							$0.00
		Formwork Rental	0	SF	$ 1.25	Per Month	2.00					$0.00
		SUBTOTALS							$0.00	$0.00	$5,200.00	$0.00

Labor, Equipment, & Material Total		$5,200.00
Subcontractor		$0.00
Overhead and Profit	10%	$520.00
Taxes	0.00%	$0.00
TOTAL FOR THIS CHANGE		**$5,720**

Material All material is rounded up
All material has a $130.00 Delivery Fee in DFW

Equipment Equipment is rented by the day. Anything over 3 days goes to 1 week. Anything over 2 weeks goes to 4 weeks.
All equipment has a pick up and delivery charge of $130.00. This includes small equipment.

Request for Information 118

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
SteConCo

Date Created: 6/22/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #26 - Equipment Delays

Category: Change Proposal

Question:

Date Required: 6/29/2020

This proposal is the cost for additional days that equipment was on site as a result of delays from ASI #2. This is from the concrete subcontractor.

Answer:

Date Answered:

See attached notes and comments on the following pages for revisions. Per discussions with the GC on 7/7/2020 we agreed the mark-ups here are acceptable. Please revise and resubmit the proposal form with the corrections noted for record purposes and for inclusion with the next change order.

JC COMMERCIAL INCORPORATED

Proposal #26

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	6/22/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on delays resulting from ASI #2.

Item	Description	Total
1	Price for additional days that equipment was on site as a result of delays from ASI #2 (From Concrete Subcontractor)	$ 5,720.00

Sub-total	$ 5,720.00
General Conditions	$ 286.00
Sub-total	$ 6,006.00
Insurance	$ 120.12
Bond	$ 120.12
Sub-total	$ 6,246.24
Mark up	$ 936.94
Total	**$ 7,183.18**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]	$7,183.18
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days ~~30~~ 10

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: *Scott Arthur*	Signature:
Date: 6/22/2020	Date:

30 days is excessive here. During the various OAC meetings while foundation construction was underway we were able to maintain the schedule so it seems strange to ask for this substantial of an extension now. We were informed by the GC that to stay on schedule the additional equipment rental durations submitted for here were required.

We understand that the revisions associated with ASI# 02 pushed the duration of the foundation work into the rainy portion of the year and caused a domino effect necessitating the need for additional contract days. As per discussions with JC Commercial, we have agreed that 10 days for this work is reasonable given the extent of the work and the timing of when it was issued.

Change in Work - Cost Analysis Form

Project Name: Addison Airport
Contractor: Steconco
Description of Change: Delays to ASI's Equipment on Site

Project No.: 19-019
Change No.: 2

Means Code	Page No.	DESCRIPTION	Quantity	Unit	Base Pay	Labor Burden	Benefits	Total Hourly Rate	Labor Total	Material Total	Equipment or Other	Subcontract
		Labor										
		Moving Wall CO										
		Labor 1	0	HRS	$ 22.50	8.12	4.64	35.26		-	-	-
		Supervision	0	HRS	$ 51.00	9.24	12.01	72.25	$0.00	-	-	-
		Material										
		Concrete	0	Yrds	$ 135.00				-	$0.00	-	-
		Rebar	0	Ton	$ 1,304.40					$0.00		
		2x4	0	Per	$ 9.00					$0.00		
		2x6	0	Per	$ 12.00					$0.00		
		Plywood	0	Per	$ 28.00					$0.00		
		Ardex	0	Per	$ 65.00					$0.00		
		Epoxy	0	Per	$ 65.00					$0.00		
		Void Boxes	0	LF	$ 3.10					$0.00		
		Retainers	0	LF	$ 2.60					$0.00		
		Delivery	0	Per	$ 130.00					$0.00		
		Equipment										
		Jumping Jack Compactor	0	Day	$ 125.00						$0.00	
		Quickie Saw	0	Day	$ 85.00						$0.00	
		E 50 Mini Excavator	1	Month	$ 2,600.00						$2,600.00	
		Track Loader	1	Month	$ 2,600.00						$2,600.00	
		Concrete Breaker	0	Day	$ 180.00						$0.00	
		Auger	0	Day	$ 180.00						$0.00	
		Delivery	0	Per	$ 130.00						$0.00	
		Subcontractor										
		Rod Buster	0	EA	$ 400.00							$0.00
		Formwork Rental	0	SF	$ 1.25	Per Month	2.00					$0.00
		SUBTOTALS							$0.00	$0.00	$5,200.00	$0.00

Labor, Equipment, & Material Total		$5,200.00
Subcontractor		$0.00
Overhead and Profit	10%	$520.00
Taxes	0.00%	$0.00
TOTAL FOR THIS CHANGE		**$5,720**

Material All material is rounded up
All material has a $130.00 Delivery Fee in DFW

Equipment Equipment is rented by the day. Anything over 3 days goes to 1 week. Anything over 2 weeks goes to 4 weeks.
All equipment has a pick up and delivery charge of $130.00. This includes small equipment.

Page/

RFI Response

RFI ID	118		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	7/7/2020	**Transmittal ID**	00796
Subject	Proposal #26 - Equipment Delays		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question: This proposal is the cost for additional days that equipment was on site as a result of delays from ASI #2. This is from the concrete subcontractor.

Suggestion:

Answer: **Response (Answered) from: Will Butler (Page Southerland Page, Inc.)**
Remarks:

See attached for notes, comments, and corrections. All mark-ups were reviewed withe the GC prior to returning this mark-up. GC to revise and submit a corrected copy of the proposal back to us for use and inclusion with the next change order.

Contents

Copies	Date	Number	Description
1	6/22/2020		RFI 118 - Proposal #26 - Equipment Delays.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:
Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler

Request for Information 139

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
SteConCo

Date Created: 7/14/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #26a - Equipment Delays

Category: Proposal

Question:

Date Required: 7/21/2020

Per the architect's comments in RFI #118 regarding proposal #26, we have revised proposal #26 to include 10 additional days instead of the 30 additional days that was originally proposed. The attached proposal, "Proposal #26a - Equipment Delays", reflects this revision.

Answer:

Date Answered:

Page Response:

Upon review with other rental vendors the values submitted here are reasonable for the equipment rental duration extensions that were required due to the timing and content of revisions issues out in ASI# 002. This ASI modified elements of the building foundation and ultimately required the rental extensions claimed here to complete the work. Since the changes were provided to the GC during construction they could not have anticipated this rental extension until they were presented with the revised ASI documents and started to make the changes. The contract extension days requested will be evaluated and combined with others from additional proposals to get a fair total on the upcoming Change Order 03.

JC COMMERCIAL INCORPORATED

Proposal #26a

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	7/14/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on delays resulting from ASI #2.

Item	Description	Total
1	Price for additional days that equipment was on site as a result of delays from ASI #2	$ 5,720.00

Sub-total	$ 5,720.00
General Conditions	$ 286.00
Sub-total	$ 6,006.00
Insurance	$ 120.12
Bond	$ 120.12
Sub-total	$ 6,246.24
Mark up	$ 936.94
Total	**$ 7,183.18**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]		$7,183.18
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days	10

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: *Scott Arthur*	Signature:
Date: 7/14/2020	Date:

Change in Work - Cost Analysis Form

Project Name: Addison Airport
Contractor: Steconco
Description of Change: Delays to ASI's Equipment on Site

Project No.: 19-019
Change No.: 2

Means Code	Page No.	DESCRIPTION	Quantity	Unit	Base Pay	Labor Burden	Benefits	Total Hourly Rate	Labor Total	Material Total	Equipment or Other	Subcontract
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		Moving Wall CO										
		Labor 1	0	HRS	$ 22.50	8.12	4.64	35.26		-	-	-
		Supervision	0	HRS	$ 51.00	9.24	12.01	72.25	$0.00	-	-	-
		Material										
		Concrete	0	Yrds	$ 135.00				-	$0.00	-	-
		Rebar	0	Ton	$ 1,304.40					$0.00		
		2x4	0	Per	$ 9.00					$0.00		
		2x6	0	Per	$ 12.00					$0.00		
		Plywood	0	Per	$ 28.00					$0.00		
		Ardex	0	Per	$ 65.00					$0.00		
		Epoxy	0	Per	$ 65.00					$0.00		
		Void Boxes	0	LF	$ 3.10					$0.00		
		Retainers	0	LF	$ 2.60					$0.00		
		Delivery	0	Per	$ 130.00					$0.00		
		Equipment										
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		E 50 Mini Excavator	1	Month	$ 2,600.00						$2,600.00	
		Track Loader	1	Month	$ 2,600.00						$2,600.00	
		Concrete Breaker	0	Day	$ 180.00						$0.00	
		Auger	0	Day	$ 180.00						$0.00	
		Delivery	0	Per	$ 130.00						$0.00	
		Subcontractor										
		Rod Buster	0	EA	$ 400.00							$0.00
		Formwork Rental	0	SF	$ 1.25	Per Month	2.00					$0.00
		SUBTOTALS							$0.00	$0.00	$5,200.00	$0.00

Labor, Equipment, & Material Total		$5,200.00
Subcontractor		$0.00
Overhead and Profit	10%	$520.00
Taxes	0.00%	$0.00
TOTAL FOR THIS CHANGE		**$5,720**

Material All material is rounded up
All material has a $130.00 Delivery Fee in DFW

Equipment Equipment is rented by the day. Anything over 3 days goes to 1 week. Anything over 2 weeks goes to 4 weeks.
All equipment has a pick up and delivery charge of $130.00. This includes small equipment.

Page/

RFI Response

RFI ID	139		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	9/4/2020	**Transmittal ID**	00935
Subject	Proposal #26a - Equipment delays		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question:

Per the architect's comments in RFI #118 regarding proposal #26, we have revised proposal #26 to include 10 additional days instead of the 30 additional days that was originally proposed. The attached proposal, "Proposal #26a - Equipment Delays", reflects this revision.

Suggestion:

Answer:

Response (Answered) from: Will Butler (Page Southerland Page, Inc.)
Remarks:

See attached for the response - The value will be included in the next change order.

Contents

Copies	Date	Number	Description
1	7/14/2020		RFI 139 - Proposal #26a - Equipment Delays.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:

Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Shannon Hicks
Will Butler

Page/

TEL 214 522 3900
FAX 214 522 4380

Page Southerland Page, Inc.
1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

September 21,2020

Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

Re: Narrative for Proposal #28 – Scuppers and Downspouts & CCD-001
Project No: 417151

To Whom it May Concern,

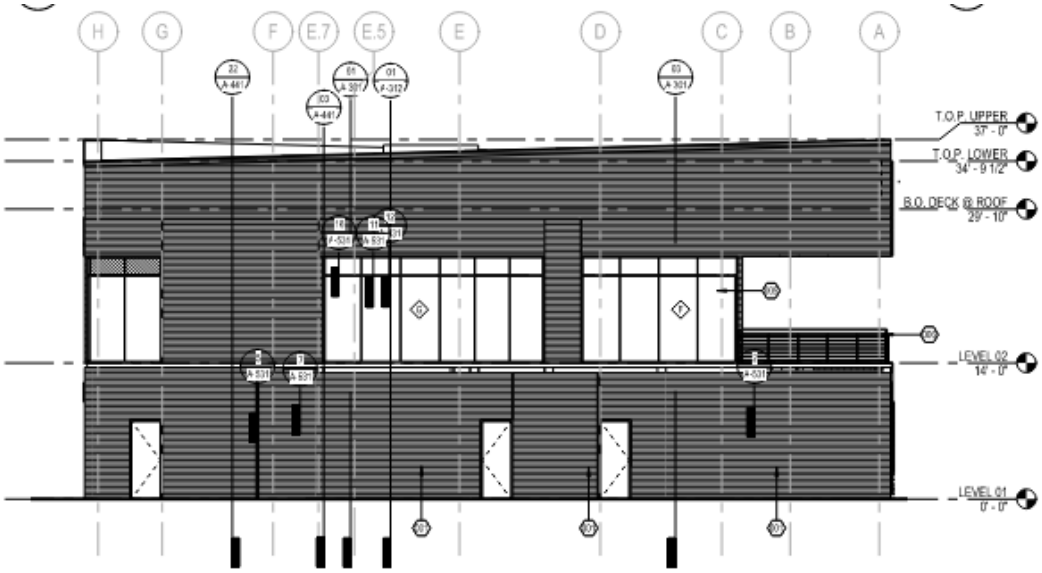
Proposal #28 was the result of comments from the Town of Addison Building Department during the final permit plan review process that began on October 24th, 2019. This package was resubmitted for a final review after the ASI 01 changes (issued on October 10th, 2019) had been updated throughout the documents. During the final round of review by the Town Building Department the reviewer asked a few specific questions about the calculations that were used to size the scuppers and downspouts that we had running down the north and south sides of the building to drain the roof. We worked with our engineers (Graver) to provide the calculations and other information that was requested. Based on feedback from the Town related to these calculations and what we had in the documents at the time, we changed the way we had these elements designed and added an overflow outlet adjacent to the original as a back-up. Unfortunately, the contractor had been proceeding with construction based on previously issued documents and partially constructed these scupper and downspout elements along with the openings in the parapet wall at the roof. When the review was completed and the comments were incorporated into the documents and issued out in the IFC package on April 6th, 2020 to the GC, there was re-work required to make what was built match the new requirements.

The changes were specifically related to making the scupper openings in the parapet wall larger than we had initially provided and to add a secondary emergency overflow opening. We also shifted the recessed and hidden downspout for the primary drain to be exposed on the exterior of the building so any leaks or issues with them can be easily identified and repaired should they arise in the future.

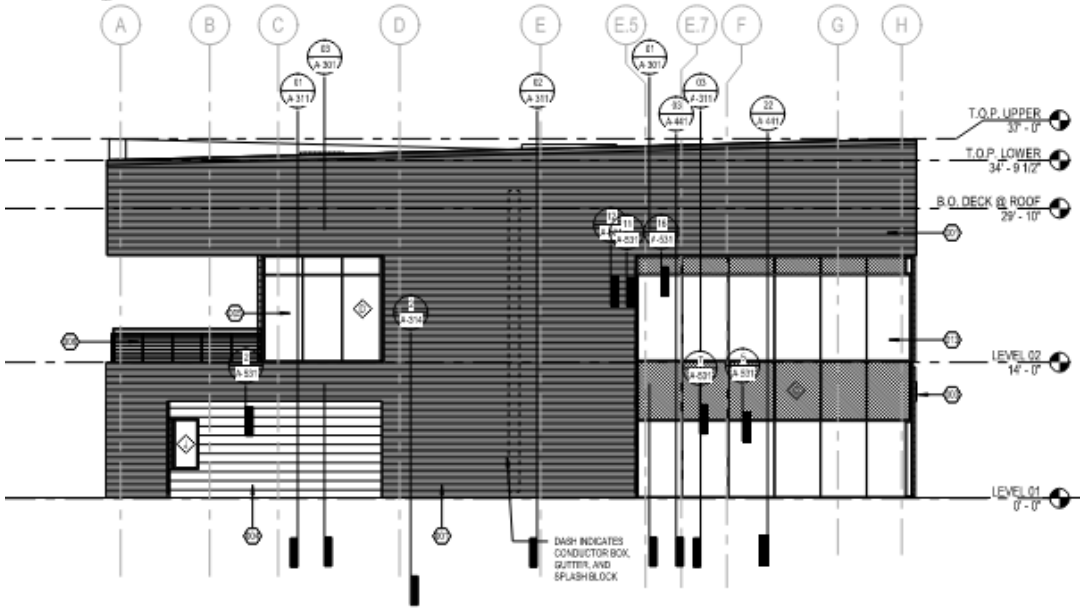
Refer to the following pages for clipped images of the contract drawings showing the difference between what was constructed and the required revisions.

Page/

Exterior Elevations (showing scuppers/downspouts) from sheet A-201 prior to the revisions:



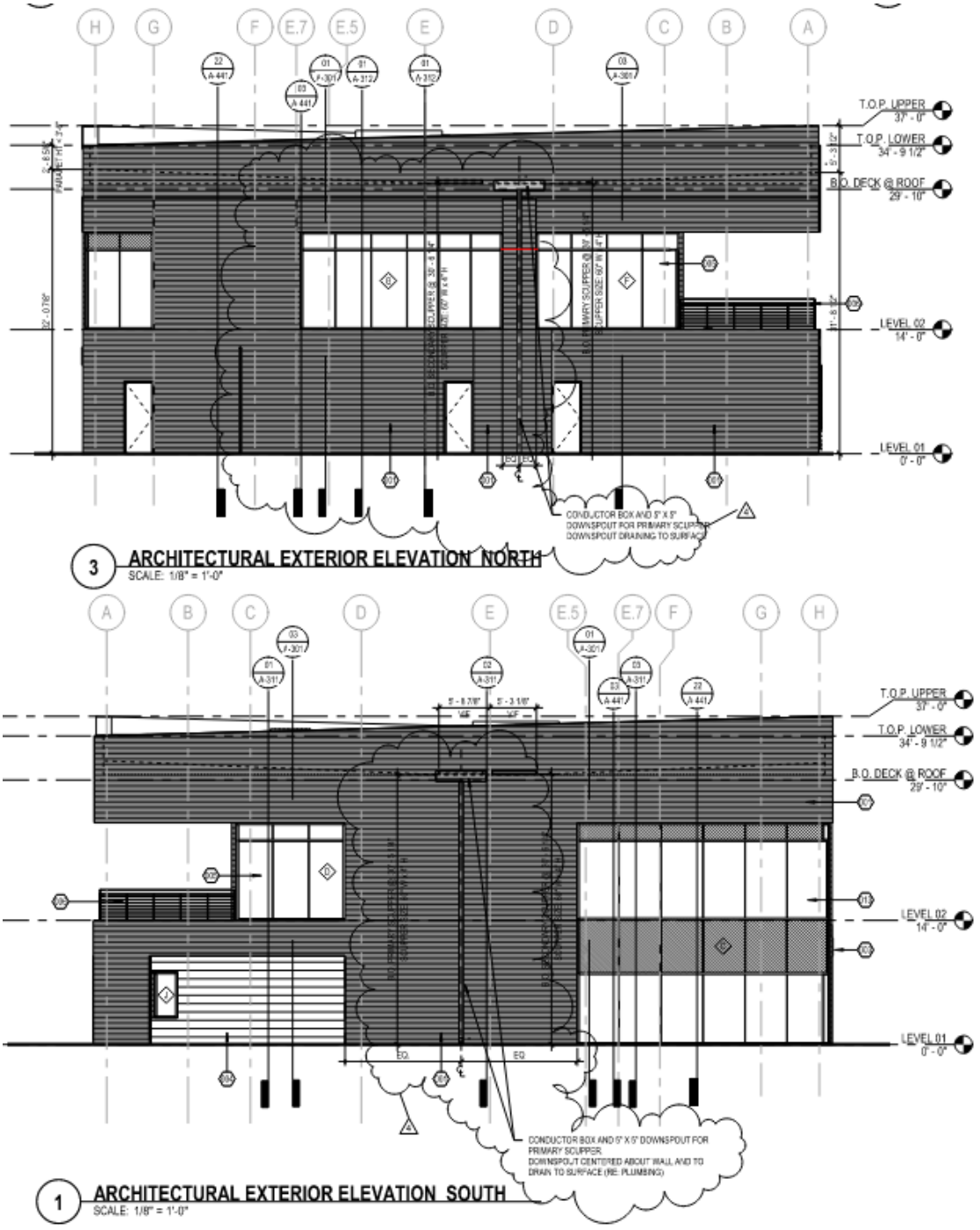
3 ARCHITECTURAL EXTERIOR ELEVATION NORTH
SCALE: 1/8" = 1'-0"



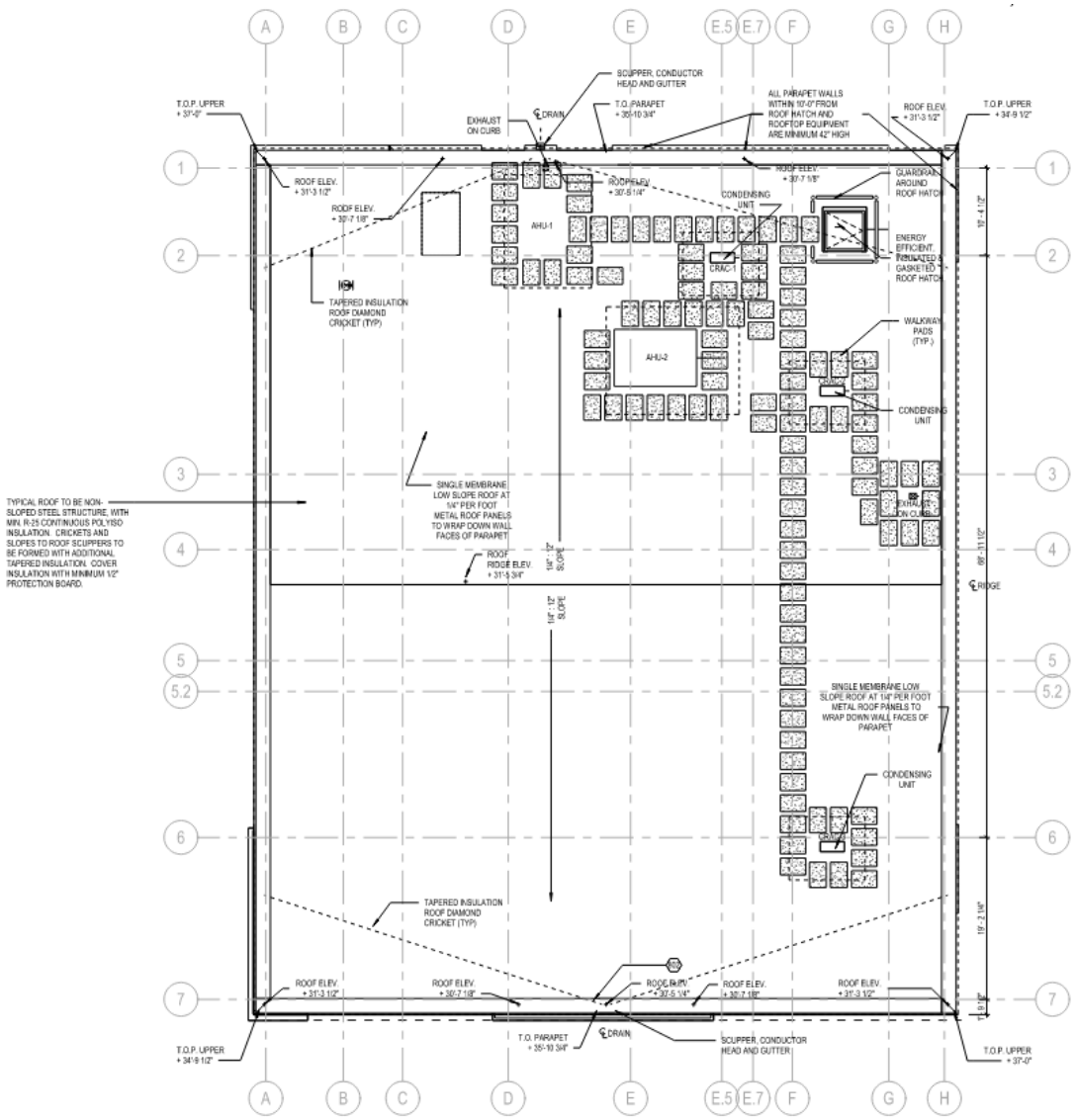
1 ARCHITECTURAL EXTERIOR ELEVATION SOUTH
SCALE: 1/8" = 1'-0"

Page/

Exterior Elevations from sheet A-201 after the revisions (Current):

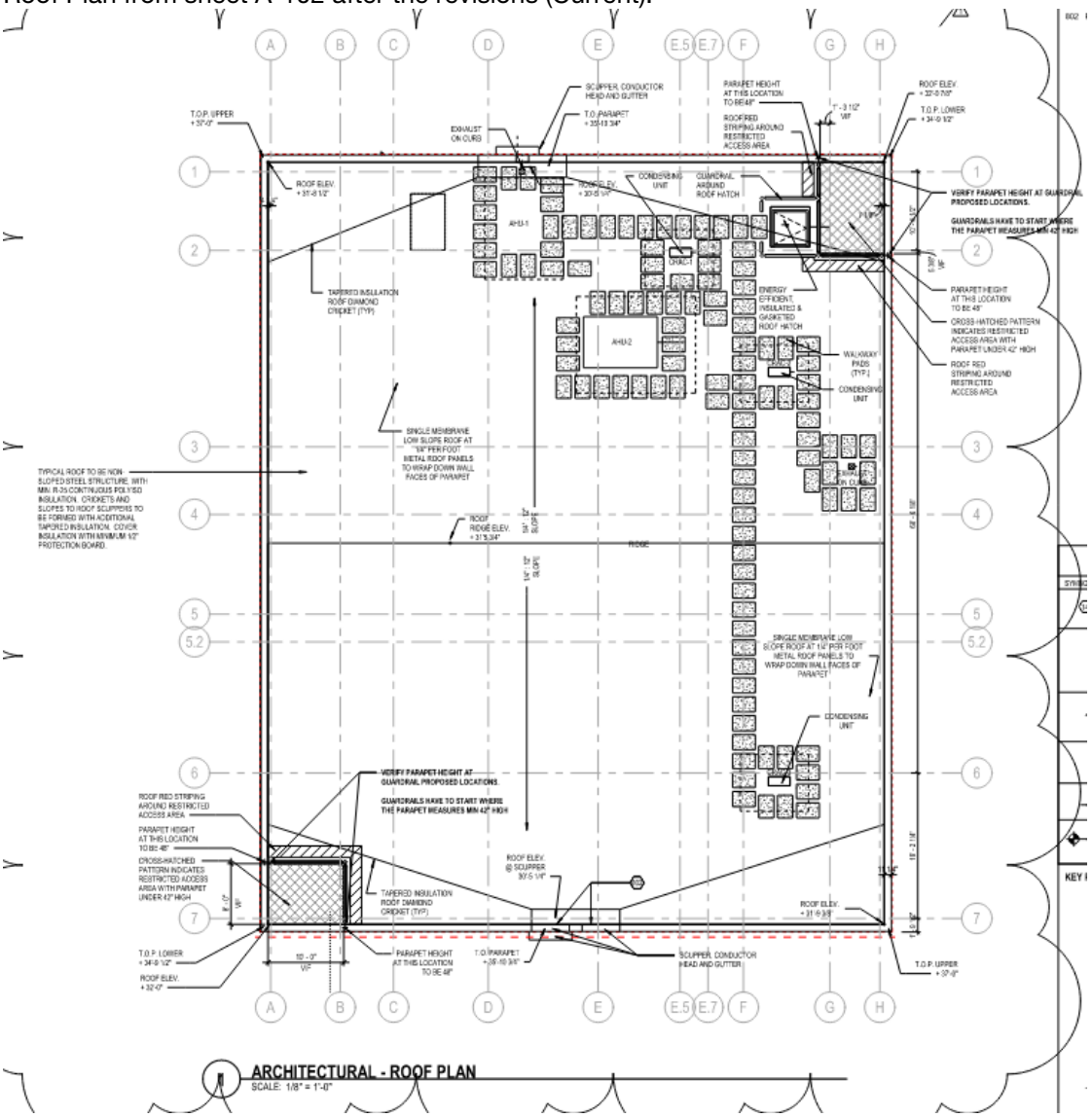


Roof Plan from sheet A-102 prior to the revisions:



1 **ARCHITECTURAL - ROOF PLAN**
SCALE: 1/8" = 1'-0"

Roof Plan from sheet A-102 after the revisions (Current):



The changes the GC is asking for are reasonable based on where they were when the revisions were provided to them. If this work is not completed quickly, it will cost more to complete later since certain pieces of equipment are required to do this work and that equipment is only on-site until other ongoing work is completed. If the proposal is not approved prior to that equipment leaving the site, additional costs will be incurred to bring it back to the site to complete this work.

The costs and time extensions associated with this proposal were negotiated with the GC based on industry standards and best practices and the value/days included for this proposal is reasonable and customary based on the work that was required.

Page/

Proposal #24-24a Cost Increase: $3,478.06
Proposal #24-24a Contract Days Extension: 12 Days

Sincerely,

Will Butler
Senior Associate

DRAFT

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)* 417151 - Town of Addison Aiprort Customs and Border Patrol Facility 4545 Jimmy Doolittle Drive Addison, TX 75001	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 30, 2019	**CCD INFORMATION:** Directive Number: 001 Date: September 22, 2020
OWNER: *(name and address)* Town of Addison 16051 Addison Road Addison, TX 75001	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana Street, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* JC Commercial, Inc. 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Owner (Town of Addison) is directing the General Contractor (JC Commercial) to proceed with the construction and any modifications required to existing elements related to the following items contained in the attached proposal based on various RFI responses and ASI/PR issuances - See attached narrative for more background related to these changes.

Proposal #28 - Scuppers and Downspout ($3,478.06)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☒ Lump Sum increase of $3,478.06
- ☐ Unit Price of $ per
- ☐ Cost, as defined below, plus the following fee:
  (Insert a definition of, or method for determining, cost)
- ☒ As follows: Value increase submitted and approved and any time extensions will be included in the next Change Order (CO #03) and submitted for approval to the Town of Addison Council at the next available Council Meeting.

2. The Contract Time is proposed to extend. The proposed adjustment, if any, is 12 days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
Page Southerland Page, Inc. **ARCHITECT** *(Firm name)*	Town of Addison Airport **OWNER** *(Firm name)*	JC Commercial, Inc. **CONTRACTOR** *(Firm name)*

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User Notes: (3B9ADA5C)

SIGNATURE	**SIGNATURE**	**SIGNATURE**
Will Butler | Senior Associate	Shannon Hicks | Director of Public Works and Engineering Services	Scott Arthur | Vice President
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

DRAFT

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User Notes: (3B9ADA5C)

Request for Information 122

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Narke Roofing/Jefferson Con.

Date Created: 7/6/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #28 - Scuppers and Downspouts

Category: Change Proposal

Question:

Date Required: 7/13/2020

Please see attached change proposal for review. This proposal is for additional work associated with the new set of plans that was issued on 4/13/20.

Answer:

Date Answered:

Page Response:

The values and contract extension requested in this proposal are reasonable and acceptable given the extent of the changes and the current state of the construction. Changes here were driven by revisions issued in response to the last series of review comments from the Town building department where the scuppers and downspout orientation/size were modified. Modifications were issued at the same time that the framing and some roof work was underway and almost completed in these areas and now this work must be changed up to comply with the required revisions. Due to the rework and coordination required, both the value and duration extension seem reasonable.

JC COMMERCIAL INCORPORATED

Proposal #28

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	7/6/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on additions to new set of plans issued on 4/13/20.

Item	Description	Total
1	Furnish and Install larger scuppers and additional downspouts	$ 2,164.80
2	Reframe scuppers and adjust dimensions.	$ 604.80

Sub-total	$ 2,769.60
General Conditions	$ 138.48
Sub-total	$ 2,908.08
Insurance	$ 58.16
Bond	$ 58.16
Sub-total	$ 3,024.40
Mark up	$ 453.66
Total	**$ 3,478.06**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]		$3,478.06
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	**[Increase** / Decrease]	Days	12

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: Scott Arthur	Signature:
Date: 7/6/2020	Date:

Narke Roofing and Sheet Metal
2201-D Raper Blvd.
Pantego, TX 76013

(P) 214-642-7739 (F) 817-394-1614

www.narkeroofing.com

Customer:	**JC Commercial Construction** **Attn: Scott** **Addison CBPF**	***Date:***	**8-Jun-2020**
		Invoice #	
		Addenda's':	
		Project:	**Change Order #2**

Item	Proposed Scope of Work	Amount
	Larger scuppers Change Order	
1	Tear out existing Scuppers (2)	
2	Furnish, fabricate and install 2 new thru wall scuppers (8" x 60":)	
3	Furnish, Fabricate and Install 2 new overflow scuppers	
4	Detail scuppers to meet warranty requirements	
5	Furnish, fabricate and Install 2 new (5" x 5" downspouts)	
	Breakdown	
1	Metal Material	**$ 618.00**
2	TPO Material	**$ 400.00**
6	Break and Install Metal (Additional: Credit for previous included metal included)	**$ 450.00**
7	Labor Roofers for details	**$ 500.00**
4	**Subtotal**	**$ 1,968.00**
5	**Overhead/Profit**	**$ 196.80**
6	**Total**	**$ 2,164.80**
Note:	All Framing is excluded from this proposal	

Accepted By:		**Subtotal**	**$ 2,164.80**
Date:		**Tax Exempt**	
Accepted By:	**John J. Narke**		
Date:	**6/22/2020**	**Total**	**$ 2,164.80**

CHANGE ORDER PROPOSAL WORKSHEET

PROJECT: Addison Airport- C&B

CHANGE ORDER DESCRIPTION: #03- Scupper adjustments.

Reframe scuppers and adjust dimensions.

Material

Item No.	Quantity	Description	Unit Cost	Units	Total
1			$210.00		$0.00
2					$0.00
3					$0.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
				Material Subtotal:	$0.00

Labor

Item No.	Quantity	Description	Unit Cost	Units	Total
1	16	Mechanic: 1 man 2 days	$35.00	Hrs	$560.00
2				Hrs	$0.00
3				Hrs	$0.00
4				Hrs	$0.00
5				Hrs	$0.00
				Labor Subtotal:	$560.00

Lower TieredSubcontractors *(include quote in backup)*

Item No.	Quantity	Description	Unit Cost	Units	Total
1				LS	$0.00
2				LS	$0.00
3				LS	$0.00
4				LS	$0.00
5				LS	$0.00
				Lower Tiered Subcontractor Subtotal:	$0.00

SUBTOTAL:	***$560.00***
OH%P (08%):	$44.80
	$0.00
TOTAL:	**$604.80**

JC Commercial Inc.

Signature Date

Printed Name & Title

Jefferson Construction Services

Signature Date

Printed Name & Title

Page/

RFI Response

RFI ID	122		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	7/7/2020	**Transmittal ID**	00797
Subject	Proposal #28 - Scuppers and Downspouts		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question: Please see attached change proposal for review. This proposal is for additional work associated with the new set of plans that was issued on 4/13/20.

Suggestion:

Answer: **Response (Answered) from: Will Butler (Page Southerland Page, Inc.)**
Remarks:

See attached for notes and comments - Proposal value and contract extension are reasonable given the work required.

Contents

Copies	Date	Number	Description
1	7/6/2020		RFI #122 - Proposal #28 - Scuppers and Downspouts.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:
Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler

TEL 214 522 3900
FAX 214 522 4380

Page Southerland Page, Inc.
1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

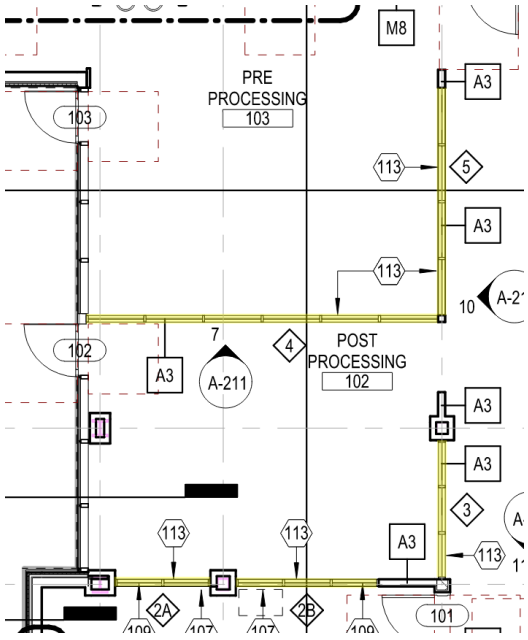
September 22,2020

Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

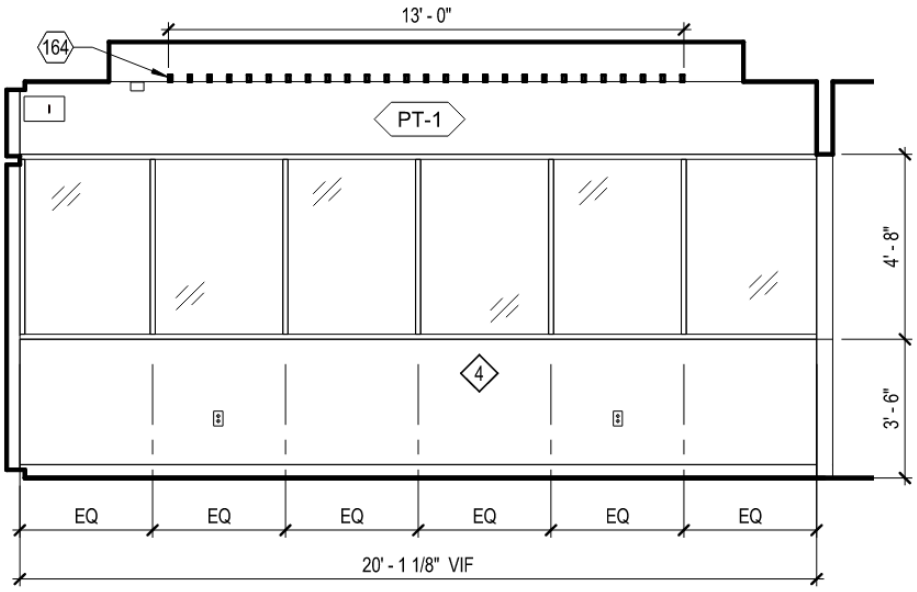
Re: Narrative for Proposal #31 – Raco Wall Supports & CCD-002
Project No: 417151

To Whom it May Concern,

Proposal #31 was the result of on-site coordination and discussion between the drywall subcontractor, JC Commercial's Superintendent and the Architect. During a site visit the drywall subcontractor directed the Architects attention to the framing he had completed for the walls shown below in an extract from the floor plans shown on sheet A-101:



These walls have glass and aluminum framing that takes up the top half of the wall which does not allow the stud framing to run continuously from floor to deck above which compromises is integrity. See interior elevation shown below from sheet A-211 for quick reference:



The wall support elements were installed below the windows inside the 3’-6” tall section of drywall framing to brace the wall from overturning/folding if a lateral force is applied to it in the middle of the wall.

The costs associated with this revised proposal were negotiated with the GC based on industry standards and best practices and the value included for this proposal is reasonable and customary based on the work that was required. We do not agree with the number of days requested for the contract extension related to this change. We are including zero extra days in the change order unless the GC can demonstrate that this work is somehow on the critical path and is holding up all other construction enough to justify additional days.

Proposal #31 Cost Increase: $1,078.23
Proposal #31 Contract Days Extension: 0 Days

Sincerely,

Will Butler
Senior Associate

DRAFT

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)* 417151 - Town of Addison Aiprort Customs and Border Patrol Facility 4545 Jimmy Doolittle Drive Addison, TX 75001	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 30, 2019	**CCD INFORMATION:** Directive Number: 002 Date: September 22, 2020
OWNER: *(name and address)* Town of Addison 16051 Addison Road Addison, TX 75001	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana Street, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* JC Commercial, Inc. 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Owner (Town of Addison) is directing the General Contractor (JC Commercial) to proceed with the construction and any modifications required to existing elements related to the following items contained in the attached proposal based on various RFI responses and ASI/PR issuances - See attached narrative for more background related to these changes.

Proposal #31 - Raco Wall Support ($1,078.23)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☒ Lump Sum increase of $1,078.23
- ☐ Unit Price of $ per
- ☐ Cost, as defined below, plus the following fee:
  (Insert a definition of, or method for determining, cost)
- ☒ As follows: Value increase submitted and approved and any time extensions will be included in the next Change Order (CO #03) and submitted for approval to the Town of Addison Council at the next available Council Meeting.

2. The Contract Time is proposed to remain as-is. The proposed adjustment, if any, is N/A.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
Page Southerland Page, Inc. **ARCHITECT** *(Firm name)*	Town of Addison Airport **OWNER** *(Firm name)*	JC Commercial, Inc. **CONTRACTOR** *(Firm name)*

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User Notes: (3B9ADA5C)

SIGNATURE	**SIGNATURE**	**SIGNATURE**
Will Butler | Senior Associate	Shannon Hicks | Director of Public Works and Engineering Services	Scott Arthur | Vice President
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

DRAFT

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User Notes: (3B9ADA5C)

Request for Information 137

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Jefferson Construction

Date Created: 7/13/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #31 - Raco Wall Support

Category: Architectural

Question:

Date Required: 7/20/2020

This change proposal is to provide the additional work associated with the additional wall support requested in RFI 114.

Answer:

Date Answered:

Page Response:

The values contained in this change order are reasonable based on the required number of in-wall bracing/support posts and the amount of work required to install them. We agree that these in-wall supports are required due to the height of the drywall and stud framed portion of the wall and the size of the glass and aluminum framed windows in these partitions.

We do not agree with the requested 5 day extension unless information can be provided indicating that the addition and installation of these supports impacted the GC's critical path schedule.

JC COMMERCIAL INCORPORATED

Proposal #31

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	7/13/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on RFI 114.

Item	Description	Total
1	Added wall support for the Raco frames per the architect's response to RFI 114.	$ 858.60

Sub-total	$ 858.60
General Conditions	$ 42.93
Sub-total	$ 901.53
Insurance	$ 18.03
Bond	$ 18.03
Sub-total	$ 937.59
Mark up	$ 140.64
Total	**$ 1,078.23**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]		$1,078.23
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days	5

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: Scott Arthur	Signature:
Date: 7/13/2020	Date:

CHANGE ORDER PROPOSAL WORKSHEET

PROJECT: Addison Airport- C&B

CHANGE ORDER DESCRIPTION: #04- Raco Wall Support

Added wall support for Raco Frames.

Material

Item No.	Quantity	Description	Unit Cost	Units	Total
1	1	Posts (8),Drill Bits, Fastners	$235.00		$235.00
2					$0.00
3					$0.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
				Material Subtotal:	$235.00

Labor

Item No.	Quantity	Description	Unit Cost	Units	Total
1	16	Mechanic: 2 men 1 day	$35.00	Hrs	$560.00
2				Hrs	$0.00
3				Hrs	$0.00
4				Hrs	$0.00
5				Hrs	$0.00
				Labor Subtotal:	$560.00

Lower TieredSubcontractors *(include quote in backup)*

Item No.	Quantity	Description	Unit Cost	Units	Total
1				LS	$0.00
2				LS	$0.00
3				LS	$0.00
4				LS	$0.00
5				LS	$0.00
				Lower Tiered Subcontractor Subtotal:	$0.00

SUBTOTAL:	***$795.00***
OH%P (08%):	$63.60
	$0.00
TOTAL:	**$858.60**

JC Commercial Inc.

Signature Date

Printed Name & Title

Jefferson Construction Services

Signature Date

Printed Name & Title

Page/

RFI Response

RFI ID	137		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	7/29/2020	**Transmittal ID**	00858
Subject	Proposal #31 - Raco Wall Support		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question: This change proposal is to provide the additional work associated with the additional wall support requested in RFI 114.

Suggestion:

Answer: **Response (Answered) from: Will Butler (Page Southerland Page, Inc.)**
Remarks:

See attached for response - Value submitted is acceptable and will be recommended for payment in the next change order. The requested 5 day contract extension is not accepted unless critical path impact explanation can be provided.

Contents

Copies	Date	Number	Description
1	7/13/2020		RFI 137 - Proposal #31 - Raco Wall Support.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:
Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler

TEL 214 522 3900
FAX 214 522 4380

Page Southerland Page, Inc.
1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

September 22,2020

Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

Re: Narrative for Proposal #34 – Black Hinges & CCD-003
Project No: 417151

To Whom it May Concern,

Proposal #34 resulted when the Architect was reviewing the Door Hardware submittal in conjunction with the Curtainwall and Interior Glazing packages for coordination purposes and noticed a discrepancy.

During earlier reviews of the Curtainwall and Interior Glazing submittals the final aluminum frame finish colors for these systems were formally reviewed and confirmed to be Black.

When the door hardware submittal was reviewed (5/11/2020) and compared to the Curtainwall and Interior Glazing systems aluminum frame finishes, we realized that the originally specified and submitted door hardware sets for these doors called for a satin stainless-steel brushed finish that clashes when applied to the black finish of the aluminum framing systems and doors.

Because we noted this discrepancy during the submittal review process, we asked for a proposal from the GC to provide all door hardware located in the Curtainwall and Interior Glazing systems in black to match the finish on these frames/doors. This proposal was significantly higher than we were expecting and was rejected due to cost and the fact that some hardware elements on the doors in question was not available in black. Since we could not get every hardware element in black and due to the cost, we asked for a revised proposal that just included the hinges in black since they will stand out the most.

The hinges for most exterior doors are a continuous geared style hinge and run the full height of each opening on the hinge side of the door. When these hinges are installed on black frames, a silver stripe would have been visible on the exterior hinge side at each of these doors. We had similar concerns inside the building relative to the black finish of the interior glazing aluminum frames and made the same shift. All other hardware elements were left the originally specified finish for continuity and because they are less likely to standout so much from the black frames due to location or size. All door handles were left the original finish to make them easily visible when in operation and so that they all matched throughout. This change was made to minimize the added cost and quantity of revised hardware and still change the individual element that our designers were most concerned about from an aesthetic standpoint.

Page/

Credits were provided for the originally specified hinges along with a list of the doors affected so that we could review and confirm we had the correct quantities and locations.

The costs associated with this revised proposal were negotiated with the GC based on industry standards and best practices and the value included for this proposal is reasonable and customary based on the revisions that were required. We do not agree with the number of days requested for the contract extension related to this change. We are including zero extra days in the change order unless the GC can demonstrate that these door hardware set changes are on the critical path and are holding up all other construction enough to justify additional days.

Proposal #25-25a Cost Increase: $2,677.03
Proposal #25-25a Contract Days Extension: 0 Days

Sincerely,

Will Butler
Senior Associate

DRAFT

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)* 417151 - Town of Addison Aiprort Customs and Border Patrol Facility 4545 Jimmy Doolittle Drive Addison, TX 75001	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 30, 2019	**CCD INFORMATION:** Directive Number: 003 Date: September 22, 2020
OWNER: *(name and address)* Town of Addison 16051 Addison Road Addison, TX 75001	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana Street, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* JC Commercial, Inc. 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Owner (Town of Addison) is directing the General Contractor (JC Commercial) to proceed with the construction and any modifications required to existing elements related to the following items contained in the attached proposal based on various RFI responses and ASI/PR issuances - See attached narrative for more background related to these changes.

Proposal #34 - Black Hinges ($2,677.03)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☒ Lump Sum increase of $2,677.03
- ☐ Unit Price of $ per
- ☐ Cost, as defined below, plus the following fee:
  (Insert a definition of, or method for determining, cost)
- ☒ As follows: Value increase submitted and approved and any time extensions will be included in the next Change Order (CO #03) and submitted for approval to the Town of Addison Council at the next available Council Meeting.

2. The Contract Time is proposed to remain as-is. The proposed adjustment, if any, is N/A.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
Page Southerland Page, Inc. **ARCHITECT** *(Firm name)*	Town of Addison Airport **OWNER** *(Firm name)*	JC Commercial, Inc. **CONTRACTOR** *(Firm name)*

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User Notes: (3B9ADA5C)

SIGNATURE	**SIGNATURE**	**SIGNATURE**
Will Butler | Senior Associate	Shannon Hicks | Director of Public Works and Engineering Services	Scott Arthur | Vice President
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

DRAFT

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User Notes: (3B9ADA5C)

Request for Information 147

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:

Date Created: 8/12/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #34 - Black Hinges

Category: Proposal

Question:

Date Required: 8/19/2020

This proposal is to change the hinge finish color to black on doors 100A, 100B, 102, 103, 118, 200A, 200B, 203A, 203B, 203C, 203D, 208A, 208B, 212, 213, 214, 215, and 216 per the architect's request in RFI 141.

Answer:

Date Answered:

Page Response:

Upon review with the Owner this value is acceptable and will be included with the next change order to provide the hinges on the noted doors in a black finish to match the surrounding black aluminum frame finishes rather than the originally specified silver finished hinges. Extended days requested will be worked out in the actual change order along with days for other proposals.

Proposal #34

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	8/12/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on architect request/RFI 141 and 123.

Item	Description	Total
1	Price to change hinges to black on doors 200A, 200B, 203A, 203B, 212, 213, 214, 215, 216 (Lead time 6 weeks)	$ 1,575.00
2	Price to change hinges to black on doors 100A, 100B, 102, 103, 118, 203C, 203D, 208A and 208B (Lead time 6 weeks)	$ 556.72

Sub-total	$ 2,131.72
General Conditions	$ 106.59
Sub-total	$ 2,238.31
Insurance	$ 44.77
Bond	$ 44.77
Sub-total	$ 2,327.85
Mark up	$ 349.18
Total	**$ 2,677.03**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[**Increase** / Decrease]		$2,677.03
Does Proposed Change involve a change in Contract Time?	[ ] No	[X] Yes	[**Increase** / Decrease]	Days	42

Additional days on this proposal will increase by the number of days it takes to receive a signed/approved change order for this proposal. The days calculated on this proposal reflect current lead times notwithstanding any delays that may be caused by COVID-19.

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: Scott Arthur	Signature:
Date: 8/12/2020	Date:

TEX-OMA BUILDERS SUPPLY COMPANY

3365 Juanita Drive Building 1
Denison, Tx. 75020
Ph (903) 462-0208 Fax (903) 337-1611

To: JC Commercial **Date:** 7/30/20

From: H. Ray Henson **Project:** 20077 Customs & Border Protection- Addison

CHANGE ORDER PROPOSAL # 7 (Revised)

We respectfully submit our proposal to provide the following materials which were omitted/altered from the specifications:

Proposal to: Provide black hinges per request

$1,575.00

See below for break out of material.

Total: $1,575.00

***** Change orders will not be processed without written authorization from the general contractor. *****

All materials FOB point of shipment with full freight allowed to jobsite.

This quotation is based upon our company acting as a material supplier, not a subcontractor, and thus is not subject to retainage. This quotation does not include any sales, use or excise tax unless specifically noted. If same is assessed against us, the amount shall be added to the contract agreement.

Terms: Net 30 days; No discount allowed. The full amount due hereunder on demand at the office of Tex-Oma Builders Supply Co., Wichita Falls, Texas.

Your purchase order or signed acceptance of this proposal is necessary before any material can be ordered or shipped.

Accepted:

By: _____

Date: _____

Respectfully Submitted:

Tex-Oma Builders Supply Co.

By: H. Ray Henson

H. Ray Henson

Project: 20077 - Customs & Border Protection Facility
Contemplated Change Order # 7
ADD: Change RACO Door hardware to black finish.

-1	**Single Door #200A**	**Lobby/Waiting 200 to Open Work Area 208**				**90 LHR**
1	**Single Door #200A**	**Lobby/Waiting 200 to Open Work Area 208**				**90 LHR**
-1	Continuous Hinge	112XY 119" Custom Cut EPT	RH	US28	IV	
1	Continuous Hinge	112XY 119" Custom Cut EPT	RH	711	IV	

-1	**Single Door #200B**	**Hallway B from Hallway A**				**90 LHR**
1	**Single Door #200B**	**Hallway B from Hallway A**				**90 LHR**
-1	Continuous Hinge	112XY 119" Custom Cut EPT	RH	US28	IV	
1	Continuous Hinge	112XY 119" Custom Cut EPT	RH	711	IV	

-1	**Single Door #203A**	**Lobby/Waiting 200 from Multi-Use Conference Room 203**				**90 LHR**
1	**Single Door #203A**	**Lobby/Waiting 200 from Multi-Use Conference Room 203**				**90 LHR**
-1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL LHR					
1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL LHR (CH; ER)					
-1	Continuous Hinge	112XY 119" Custom Cut TEKWD	RH	US28	IV	
1	Continuous Hinge	112XY 119" TEKWD		711	IV	

-1	**Single Door #203B**	**Lobby/Waiting 200 from Multi-Use Conference Room 203**				**90 RHR**
1	**Single Door #203B**	**Lobby/Waiting 200 from Multi-Use Conference Room 203**				**90 RHR**
-1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL RHR					
1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL RHR (CH)					
-1	Continuous Hinge	112XY 119" Custom Cut TEKWD	LH	US28	IV	
1	Continuous Hinge	112XY 119" TEKWD		711	IV	

-1	**Single Door #212**	**Hallway A from Janitor 212**				**90 RHR**
1	**Single Door #212**	**Hallway A from Janitor 212**				**90 RHR**
-1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL RHR					
1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL RHR (CH; ML)					
-1	Continuous Hinge	112XY 119" Custom Cut TEKWD	LH	US28	IV	
1	Continuous Hinge	112XY 119" Custom Cut TEKWD	LH	711	IV	

Project: 20077 - Customs & Border Protection Facility
Contemplated Change Order # 7
ADD: Change RACO Door hardware to black finish.

-1	**Single Door #213**	**Hallway B from Server 213**			**90 RHR**
1	**Single Door #213**	**Hallway B from Server 213**			**90 RHR**
-1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL RHR				
1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL RHR (HN)				
-4	Hinges	5BB1 4 1/2 x 4 1/2 NRP	652	IV	
4	Hinges	5BB1 4 1/2 x 4 1/2 NRP	600	IV	
-1	**Single Door #214**	**Hallway A to Men 214**			**90 RH**
1	**Single Door #214**	**Hallway A to Men 214**			**90 RH**
-1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL RH				
1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL RH (HN)				
-4	Hinges	5BB1HW 4 1/2 x 4 1/2	652	IV	
4	Hinges	5BB1 4 1/2 x 4 1/2	600	IV	
-1	**Single Door #215**	**Hallway A to Women 215**			**90 LH**
1	**Single Door #215**	**Hallway A to Women 215**			**90 LH**
-1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL LH				
1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL LH (HN)				
-4	Hinges	5BB1HW 4 1/2 x 4 1/2	652	IV	
4	Hinges	5BB1 4 1/2 x 4 1/2	600	IV	
-1	**Single Door #216**	**Hallway A from Mechanical 216**			**90 LHR**
1	**Single Door #216**	**Hallway A from Mechanical 216**			**90 LHR**
-1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL LHR				
1	36" x 106.5" 1 3/4 WD 303 LM HPLAM F PC LAM-WIL LHR (HN)				
-4	Hinges	5BB1 4 1/2 x 4 1/2 NRP	652	IV	
4	Hinges	5BB1 4 1/2 x 4 1/2 NRP	600	IV	

Section Totals

08 14 16 Flush Wood Doors	-
08 71 00 Door Hardware	1,575.00
Pre-Tax Total	**1,575.00**

Taxes

122 - TX EXEMPT	-
Tax Total	**-**
Grand Total	**1,575.00**

ADVANCED GLASS SYSTEMS, INC.

7474 Baker Boulevard
Richland Hills, TX 76118
(817) 595-3200
Fax (817) 595-1386

1902 Fort Worth Highway
Weatherford, TX 76086
(817) 596-7676
Fax (817) 599-5235

CHANGE ORDER

Date: Revised 8/4/2020 (7/10/2020)
Project: Addison Airport Customs and Border Facility
Change Order #: PCO-003a
Contract Date: 3rd Day of January 2020
Reference: Hardware finish change to black

The Contractor authorizes and the Subcontractor agrees to make the following work changes to the above dated contract:

Change continuous hinges to black in lieu of clear as specified. All other hardware finishes stay as per original specification.

At doors 100A, 100B, 102, 103, 118, 203C, 203D, 208A and 208B

The agreed Add for the above change is $556.72

Valid only when signed by Contractor and Subcontractor.

Contractor: (Name & Address)
_____
_____
_____

By: _____

Title: _____

Date: _____

Subcontractor:
Advanced Glass Systems, Inc.
2842 Handley Ederville Road
Richland Hills, TX 76118

By: _____
Trace Watkins

Title: Estimator/Project Manager

Date: _____

*NOTE: Change Order must be formally approved and executed before material and labor can be ordered or installed.

Page/

RFI Response

RFI ID	147		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	9/4/2020	**Transmittal ID**	00934
Subject	Proposal #34 - Black Hinges		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question: This proposal is to change the hinge finish color to black on doors 100A, 100B, 102, 103, 118, 200A, 200B, 203A, 203B, 203C, 203D, 208A, 208B, 212, 213, 214, 215, and 216 per the architect's request in RFI 141.

Suggestion:

Answer: **Response (Answered) from: Will Butler (Page Southerland Page, Inc.)**
Remarks:

See attached for the response - The value will be included in the next change order.

Contents

Copies	Date	Number	Description
1	8/12/2020		RFI 147 - Proposal #34 - Black Hinges.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:
Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Shannon Hicks
Will Butler

TEL 214 522 3900
FAX 214 522 4380

Page Southerland Page, Inc.
1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

September 22,2020

Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

Re: Narrative for Proposal #38-38a – Northwest Security Camera Pole Removal
Project No: 417151

To Whom it May Concern,

Proposal #38a resulted when Garver requested the removal of the northwest most security camera light pole and base from the Landside contract after the OAC meeting held on 2/27/2020. This request was made due to coordination with the Airside portion of the project that was about to be released for bid at that time. During the finalization of the design for that package it became evident that due to sequencing of that work a temporary taxiway would need to be installed where this pole is located. To avoid the demolition and reconstruction of this new pole when the temporary taxiway was constructed for the Airside work, it was decided to remove that scope from Landside contract and place it into the Airside contract. The following items were eliminated from the Landside project scope in proposal #38a:

- Northwest light pole base.
- Northwest light pole.
- 2 sets of 17" x 30" x 24" pull boxes.
- 1" conduits inside the pole for cameras to pull box.
- 1" conduits inside the pole for electrical to pull box.
- Length of all conduits between pull boxes and where conduits got terminated by the electrical contractor on site for future.

Landside Contractor shall keep in their pricing the following items for installation when the pole foundation is ready:
- Light fixture for the Northwest light pole and installation.
- Obstruction lights for the Northwest light pole and installation.
- Cameras for the Northwest light pole, all accessories associated with cameras, and installation of cameras.
- Final wiring to the light fixture from the building.
- Final wiring to the cameras and accessories from the building.

Proposal #38 was rejected due to confusion related to the items requested in the credit. It was revised per the above list and was accepted when resubmitted as Proposal #38a.

The costs associated with this proposal were reviewed based on industry standards and best practices and the value included for this proposal is reasonable and customary based on the work that was required and the timing when the request was made.

Page/

Proposal #38-38a Credit Returned: -$1,612.00
Proposal #38-38a Contract Days Extension: 0 Days

Sincerely,

Will Butler
Senior Associate

Request for Information 153

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
SteConCo

Date Created: 8/18/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject:	Category:
Proposal #38 - Credit for RFI #083 (Northwest Light Pole Removal)	Proposal

Question: **Date Required:** 8/25/2020

Per the response to RFI #083, we are proposing a credit of $712.00 to remove the light pole base in question from our scope. Please be aware that if the light pole base in question is not installed by the time our electrician is ready to install his light poles, there will be an additional remobilzation fee that will be charged to the owner for the electrician to make an additional mobilization to the site to install only one light pole.

Answer: **Date Answered:**

JC COMMERCIAL INCORPORATED

Proposal #38

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	8/18/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on RFI #083.

Item	Description	Total
1	:Deduct Light Pole Base Per RFI #083	$ (712.00)
	Total	**$ (712.00)**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[Increase / **Decrease**]		($712.00)
Does Proposed Change involve a change in Contract Time?	[x] No	[ ] Yes	[Increase / Decrease]	Days	0

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: Scott Arthur	Signature:
Date: 8/18/2020	Date:

Change in Work - Cost Analysis Form

Project Name: Addison Airport
Contractor: Steconco
Description of Change: Deduct Light Pole Base Removal

Project No.: 19-019
Change No.: 8

Means Code	Page No.	DESCRIPTION	Quantity	Unit	Base Pay	Labor Burden	Benefits and OT	Total Hourly Rate	Labor Total	Material Total	Equipment or Other	Subcontract
		Labor										
		Labor 1	4	HRS	$ 22.50	8.12	15.89	46.51	$186.04	-	-	-
		Supervision	0	HRS	$ 51.00	9.24	37.51	97.75	$0.00	-	-	-
		Material										
		Concrete	1	Yrds	$ 135.00				-	$135.00	-	-
		Rebar	0.25	Ton	$ 1,304.40					$326.10		
		2x4	0	Per	$ 9.00					$0.00		
		Patch Material	0	Per	$ 65.00					$0.00		
		Sono Tube	0	LF	$ 6.00					$0.00		
		Ardex	0	Per	$ 65.00					$0.00		
		Epoxy	0	Per	$ 65.00					$0.00		
		Void Boxes	0	LF	$ 3.10					$0.00		
		Retainers	0	LF	$ 2.60					$0.00		
		Delivery	0	Per	$ 130.00					$0.00		
		Equipment										
		Jumping Jack Compactor	0	Day	$ 125.00						$0.00	
		Quickie Saw	0	Day	$ 85.00						$0.00	
		E 26 Mini Excavator	0	Day	$ 125.00						$0.00	
		Track Loader	0	Day	$ 125.00						$0.00	
		Concrete Breaker	0	Day	$ 180.00						$0.00	
		Auger	0	Day	$ 180.00						$0.00	
		Delivery	0	Per	$ 130.00						$0.00	
		Subcontractor										
		Rodbusting	0	EA	$ 200.00							$0.00
		Formwork Rental	0	SF	$ 1.25	Per Month	2.00					$0.00
		SUBTOTALS							$186.04	$461.10	$0.00	$0.00

Labor, Equipment, & Material Total		$647.14
Subcontractor		$0.00
Overhead and Profit	10%	$64.71
Taxes	0.00%	$0.00
TOTAL FOR THIS CHANGE		**$712**

Material All material is rounded up
All material has a $130.00 Delivery Fee in DFW

Equipment Equipment is rented by the day. Anything over 3 days goes to 1 week. Anything over 2 weeks goes to 4 weeks.
All equipment has a pick up and delivery charge of $130.00. This includes small equipment.

Request for Information 153

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
SteConCo

Date Created: 8/18/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject:	Category:
Proposal #38 - Credit for RFI #083 (Northwest Light Pole Removal)	Proposal

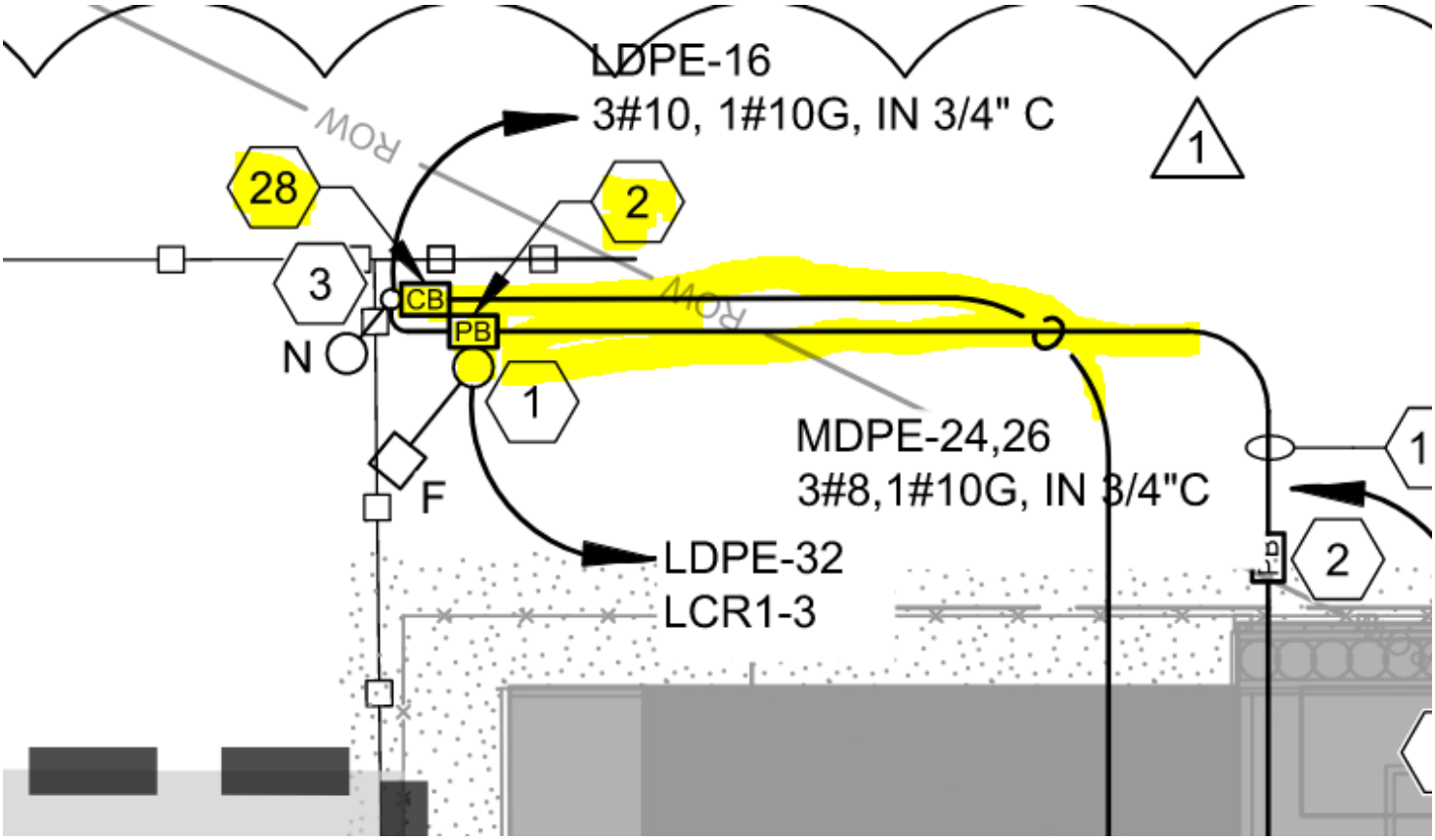
Question: **Date Required:** 8/25/2020

Per the response to RFI #083, we are proposing a credit of $712.00 to remove the light pole base in question from our scope. Please be aware that if the light pole base in question is not installed by the time our electrician is ready to install his light poles, there will be an additional remobilzation fee that will be charged to the owner for the electrician to make an additional mobilization to the site to install only one light pole.

Answer: **Date Answered:**

Revise proposed pricing to include eliminating the following items from the project scope:
- Northwest light pole base.
- Northwest light pole.
- 2 sets of 17" x 30" x 24" pull boxes.
- 1" conduits inside the pole for cameras to pull box.
- 1" conduits inside the pole for electrical to pull box.
- Length of all conduits between pull boxes and where conduits got terminated by the electrical contractor on site for future.

Contractor shall still keep in their pricing the following items:
- Light fixture for the Northwest light pole and installation.
- Obstruction lights for the Northwest light pole and installation.
- Cameras for the Northwest light pole, all accessories associated with cameras, and installation of cameras.
- Final wiring to the light fixture from the building.
- Final wiring to the cameras and accessories from the building.



From electrical drawing - ES -102. items to be removed from the scope of work as mentioned in the list above.

JC COMMERCIAL INCORPORATED

Proposal #38

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	8/18/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on RFI #083.

Item	Description	Total
1	:Deduct Light Pole Base Per RFI #083	$ (712.00)
	Total	**$ (712.00)**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[Increase / **Decrease**]		($712.00)
Does Proposed Change involve a change in Contract Time?	[x] No	[ ] Yes	[Increase / Decrease]	Days	0

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: Scott Arthur	Signature:
Date: 8/18/2020	Date:

Change in Work - Cost Analysis Form

Project Name: Addison Airport
Contractor: Steconco
Description of Change: Deduct Light Pole Base Removal

Project No.: 19-019
Change No.: 8

Means Code	Page No.	DESCRIPTION	Quantity	Unit	Base Pay	Labor Burden	Benefits and OT	Total Hourly Rate	Labor Total	Material Total	Equipment or Other	Subcontract
		Labor										
		Labor 1	4	HRS	$ 22.50	8.12	15.89	46.51	$186.04	-	-	-
		Supervision	0	HRS	$ 51.00	9.24	37.51	97.75	$0.00	-	-	-
		Material										
		Concrete	1	Yrds	$ 135.00				-	$135.00	-	-
		Rebar	0.25	Ton	$ 1,304.40					$326.10		
		2x4	0	Per	$ 9.00					$0.00		
		Patch Material	0	Per	$ 65.00					$0.00		
		Sono Tube	0	LF	$ 6.00					$0.00		
		Ardex	0	Per	$ 65.00					$0.00		
		Epoxy	0	Per	$ 65.00					$0.00		
		Void Boxes	0	LF	$ 3.10					$0.00		
		Retainers	0	LF	$ 2.60					$0.00		
		Delivery	0	Per	$ 130.00					$0.00		
		Equipment										
		Jumping Jack Compactor	0	Day	$ 125.00						$0.00	
		Quickie Saw	0	Day	$ 85.00						$0.00	
		E 26 Mini Excavator	0	Day	$ 125.00						$0.00	
		Track Loader	0	Day	$ 125.00						$0.00	
		Concrete Breaker	0	Day	$ 180.00						$0.00	
		Auger	0	Day	$ 180.00						$0.00	
		Delivery	0	Per	$ 130.00						$0.00	
		Subcontractor										
		Rodbusting	0	EA	$ 200.00							$0.00
		Formwork Rental	0	SF	$ 1.25	Per Month	2.00					$0.00
		SUBTOTALS							$186.04	$461.10	$0.00	$0.00

Labor, Equipment, & Material Total		$647.14
Subcontractor		$0.00
Overhead and Profit	10%	$64.71
Taxes	0.00%	$0.00
TOTAL FOR THIS CHANGE		**$712**

Material All material is rounded up
All material has a $130.00 Delivery Fee in DFW

Equipment Equipment is rented by the day. Anything over 3 days goes to 1 week. Anything over 2 weeks goes to 4 weeks.
All equipment has a pick up and delivery charge of $130.00. This includes small equipment.

Page/

RFI Response

RFI ID	153		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Will Butler Page Southerland Page, Inc. 1800 Main Street Suite 123 Dallas TX 75201 United States (469) 621 4837
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	8/28/2020	**Transmittal ID**	00923
Subject	Proposal #38 - Credit for RFI #083 (Northwest Light Pole Removal)		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question:

Per the response to RFI #083, we are proposing a credit of $712.00 to remove the light pole base in question from our scope. Please be aware that if the light pole base in question is not installed by the time our electrician is ready to install his light poles, there will be an additional remobilization fee that will be charged to the owner for the electrician to make an additional mobilization to the site to install only one light pole.

Suggestion:

Answer:

Response (Answered) from: Vladimir Stevanovic (Garver)
Remarks:

See attached for response.

Contents

Copies	Date	Number	Description
1	8/18/2020		RFI 153 - Proposal #38 - Credit for RFI #83 (Northwest Light Pole Removal)_combined.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:

Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Lisa Pyles
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Will Butler

Request for Information 160

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
SteConCo/308 Electrical

Date Created: 9/7/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject:	Category:
Proposal #38a - Credit for RFI #83 (Northwest Light Pole Removal)	Proposal

Question: **Date Required:** 9/14/2020

Please see the attached proposal for review. This is a revised version of Proposal #38 that was submitted under RFI #153.

Answer: **Date Answered:**

JC COMMERCIAL INCORPORATED

Proposal #38a

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	9/2/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on RFI #083.

Item	Description	Total
1	:Deduct Light Pole Base Per RFI #083	$ (712.00)
2	Deduct to provide the pole and boxes for installation.	$ (900.00)
	Total	**$ (1,612.00)**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[Increase / **Decrease**]		$ (1,612.00)
Does Proposed Change involve a change in Contract Time?	[x] No	[ ] Yes	[Increase / Decrease]	Days	0

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: *Scott Arthur*	Signature:
Date: 9/2/2020	Date:

Change in Work - Cost Analysis Form

Project Name: Addison Airport
Contractor: Steconco
Description of Change: Deduct Light Pole Base Removal

Project No.: 19-019
Change No.: 8

Means Code	Page No.	DESCRIPTION	Quantity	Unit	Base Pay	Labor Burden	Benefits and OT	Total Hourly Rate	Labor Total	Material Total	Equipment or Other	Subcontract
		Labor										
		Labor 1	4	HRS	$ 22.50	8.12	15.89	46.51	$186.04	-	-	-
		Supervision	0	HRS	$ 51.00	9.24	37.51	97.75	$0.00	-	-	-
		Material										
		Concrete	1	Yrds	$ 135.00				-	$135.00	-	-
		Rebar	0.25	Ton	$ 1,304.40					$326.10		
		2x4	0	Per	$ 9.00					$0.00		
		Patch Material	0	Per	$ 65.00					$0.00		
		Sono Tube	0	LF	$ 6.00					$0.00		
		Ardex	0	Per	$ 65.00					$0.00		
		Epoxy	0	Per	$ 65.00					$0.00		
		Void Boxes	0	LF	$ 3.10					$0.00		
		Retainers	0	LF	$ 2.60					$0.00		
		Delivery	0	Per	$ 130.00					$0.00		
		Equipment										
		Jumping Jack Compactor	0	Day	$ 125.00						$0.00	
		Quickie Saw	0	Day	$ 85.00						$0.00	
		E 26 Mini Excavator	0	Day	$ 125.00						$0.00	
		Track Loader	0	Day	$ 125.00						$0.00	
		Concrete Breaker	0	Day	$ 180.00						$0.00	
		Auger	0	Day	$ 180.00						$0.00	
		Delivery	0	Per	$ 130.00						$0.00	
		Subcontractor										
		Rodbusting	0	EA	$ 200.00							$0.00
		Formwork Rental	0	SF	$ 1.25	Per Month	2.00					$0.00
		SUBTOTALS							$186.04	$461.10	$0.00	$0.00

Labor, Equipment, & Material Total		$647.14
Subcontractor		$0.00
Overhead and Profit	10%	$64.71
Taxes	0.00%	$0.00
TOTAL FOR THIS CHANGE		**$712**

Material All material is rounded up
All material has a $130.00 Delivery Fee in DFW

Equipment Equipment is rented by the day. Anything over 3 days goes to 1 week. Anything over 2 weeks goes to 4 weeks.
All equipment has a pick up and delivery charge of $130.00. This includes small equipment.

Printed: Aug 17, 2020
2126 Hamilton Rd 250, Argyle, TX 76226
Phone: 940-387-4002

Change Order

Owner Info

JC Commercial Estimating
1801 Lakepointe Drive, Suite 129
Lewisville, TX 75067
Phone: 972 436 4622

Job Info

4545 Jimmy Doolittle Dr
Addison, TX 75001

Change Order ID
19124-0010

19124 - Addison Airport Customs Building

CO ID	Created / Approved Date		Price
19124-0010	Created:	Aug 17, 2020	-$900.00

Description
Credit- RFI #083 To provide the pole and boxes for installation. (boxes are on site and special order. cannot be returned) We will provide pole and boxes. and eliminate the install of these.

Status	Signature	Date
Approved by: _____		___/___/_____

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER: -$900.00

Page/

RFI Response

RFI ID	160		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	9/21/2020	**Transmittal ID**	00974
Subject	Proposal #38a - Credit for RFI #83 (Northwest Light Pole Removal)		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question: Please see the attached proposal for review. This is a revised version of Proposal #38 that was submitted under RFI #153.

Suggestion:

Answer: **Response (Answered) from: Sara Andrews (Garver)**
Remarks:

Values submitted for the credit are reasonable and will be include with the next change order.

Contents

Copies	Date	Number	Description
1	9/7/2020		RFI 160 - Proposal #38a - Credit for RFI #83 (Northwest Light Pole Removal)_combined.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:
Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Shannon Hicks
Will Butler

TEL 214 522 3900
FAX 214 522 4380

Page Southerland Page, Inc.
1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

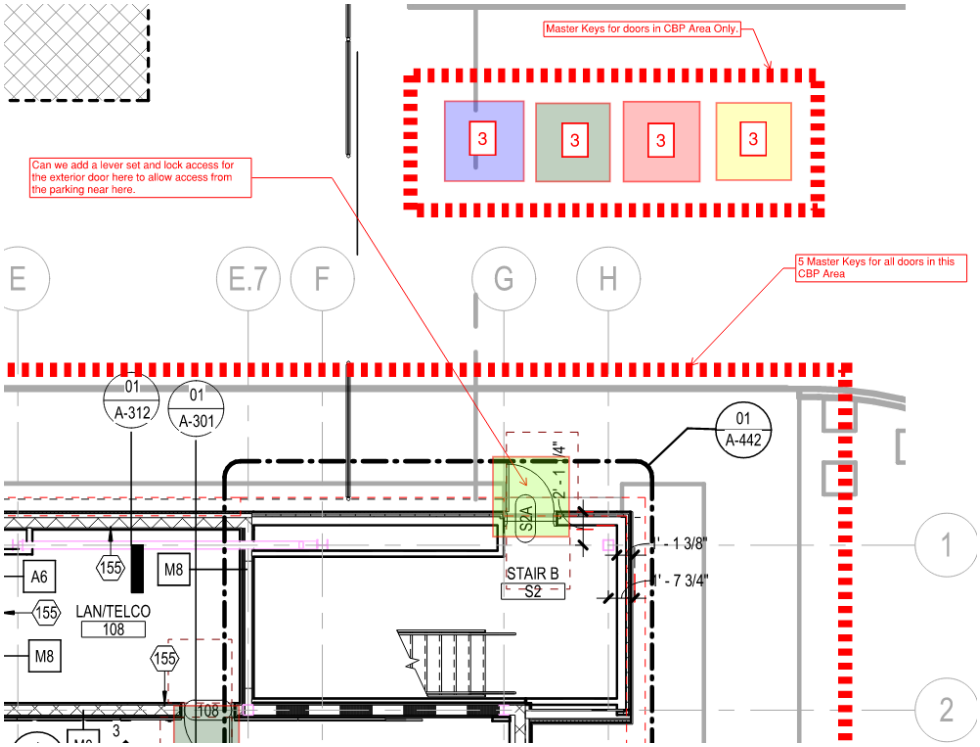
September 22,2020

Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

Re: Narrative for Proposal #41 – Additional Hardware for Door S2A
Project No: 417151

To Whom it May Concern,

Proposal #41 – Additional Hardware for Door S2A is the result of a Town Staff request when reviewing keying and access paths into and out of the building to generate the keying schedule. During a keying meeting held on August 18th the Architect reviewed all keying and access situations with Town Staff and they expressed a desire to have access to the building using an exterior stairwell door at the northeast corner of the building shown in the clipped drawing below:



The originally specified hardware set for this door contained a panic device on the interior side per code requirements but was noted to not have any exterior lever/handle, cylinder, or

other hardware to avoid vandalism issues. The request for exterior access here now requires the addition of a handle, trim, core, and housing along with some minor additional door prep.

The costs associated with this proposal were negotiated with the GC based on industry standards and best practices and the value included for this proposal is reasonable and customary based on the work that was required. We do not agree with the number of days requested for the contract extension related to this change. We are including zero extra days in the change order unless the GC can demonstrate that this door hardware set change is somehow on the critical path and is holding up all other construction enough to justify additional days.

Proposal #41 Cost Increase: $886.60
Proposal #41 Contract Days Extension: 0 Days

Sincerely,

Will Butler
Senior Associate

DRAFT

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)* 417151 - Town of Addison Aiprort Customs and Border Patrol Facility 4545 Jimmy Doolittle Drive Addison, TX 75001	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 30, 2019	**CCD INFORMATION:** Directive Number: 004 Date: September 22, 2020
OWNER: *(name and address)* Town of Addison 16051 Addison Road Addison, TX 75001	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana Street, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* JC Commercial, Inc. 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Owner (Town of Addison) is directing the General Contractor (JC Commercial) to proceed with the construction and any modifications required to existing elements related to the following items contained in the attached proposal based on various RFI responses and ASI/PR issuances - See attached narrative for more background related to these changes.

Proposal #41 - Additional Hardware for Door S2A ($886.60)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☒ Lump Sum increase of $886.60
- ☐ Unit Price of $ per
- ☐ Cost, as defined below, plus the following fee:
  (Insert a definition of, or method for determining, cost)
- ☒ As follows: Value increase submitted and approved and any time extensions will be included in the next Change Order (CO #03) and submitted for approval to the Town of Addison Council at the next available Council Meeting.

2. The Contract Time is proposed to TBD. The proposed adjustment, if any, is TBD.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
Page Southerland Page, Inc. **ARCHITECT** *(Firm name)*	Town of Addison Airport **OWNER** *(Firm name)*	JC Commercial, Inc. **CONTRACTOR** *(Firm name)*

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User Notes: (3B9ADA5C)

SIGNATURE	**SIGNATURE**	**SIGNATURE**
Will Butler | Senior Associate	Shannon Hicks | Director of Public Works and Engineering Services	Scott Arthur | Vice President
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

DRAFT

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User Notes: (3B9ADA5C)

Request for Information 126

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:
Tex-Oma

Date Created: 7/7/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Keying

Category: Architectural

Question: **Date Required:** 7/14/2020

Per email sent to Will Butler on 6/3/20, we need the keying schedule (see attached) and detailed keying system information. We also need to know if the interchangeable cores will be Small Format or Large Format.

Answer: **Date Answered:**

Key Schedule

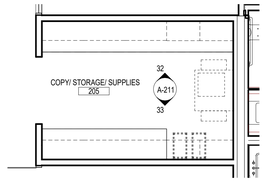
Outside Key Code	Inside Key Code	Door #	Heading Number	Building Area	Location	Lock Number	Finish	Hand
		100A-AS	C265A		Exterior from Vestibule 100	20-740-XP	626	
		101	C261		Processing 109 to Office 101	20-740-XP	626	
		101	C261		Processing 109 to Office 101	L9492T EU 17A 50-231 L583-363 RX	626	RH
		102-ASF	E265A		Exterior from Post Processing 102	20-740-XP	626	
		103-ASF	C265A.1		Exterior from Pre Processing 103	20-740-XP	626	
		104	341L		Pre Processing 103 to Women 104	20-740-XP	626	
		104	341L		Pre Processing 103 to Women 104	L9485T 17A 50-231 L283-722	626	LH
		105	341L		Pre Processing 103 to Men 105	20-740-XP	626	
		105	341L		Pre Processing 103 to Men 105	L9485T 17A 50-231 L283-722	626	RH
		106A	201C		Processing 109 from Mechanical 106	20-740-XP	626	
		106A	201C		Processing 109 from Mechanical 106	L9480T 17A 50-231 L583-363	626	RHR
		106B	C205		Exterior from Mechanical 106	20-740-XP	626	
		106B	C205		Exterior from Mechanical 106	L9492T EU 17A 50-231 L583-363 RX	626	RHR
		107	201C		Processing 109 from Janitor 107	20-740-XP	626	
		107	201C		Processing 109 from Janitor 107	L9480T 17A 50-231 L583-363	626	LHR
		108	C201CL		Processing 109 from Lan/Telco 108	20-740-XP	626	

108	C201CL	Processing 109 from Lan/Telco 108	L9492T EU 17A 50-231 L583-363 RX	626	RHR
110	201C.1	Processing 109 from General Storage 110	20-740-XP	626	
110	201C.1	Processing 109 from General Storage 110	L9480T 17A 50-231 L583-363	626	LHR
110A	C261.1	General Storage 110 from Secure Storage 110A	20-740-XP	626	
110A	C261.1	General Storage 110 from Secure Storage 110A	L9492T EU 17A 50-231 L583-363 RX	626	RHR
111	Z201	Processing 109 to Secure Corridor	20-740-XP	626	
111	Z201	Processing 109 to Secure Corridor	L9095T EL 17A 50-231 RX	626	LH
112-STC	103G	Secure Corridor from Interview Room112	20-740-XP	626	
112-STC	103G	Secure Corridor from Interview Room112	L9050T 17A 50-231 L583-363	626	LHR
113-STC	861L	Secure Corridor from Search Room 113	20-740-XP	626	
113-STC	861L	Secure Corridor from Search Room 113	L462T 50-231 TORX SCREWS	626	
114	861L.1	Secure Corridor from Hold Room 114	10518	630	RHR
117	205	Exterior from Fire Riser 117	20-740-XP	626	
117	205	Exterior from Fire Riser 117	L9480T 17A 50-231 L583-363	626	LHR
118	C714A	Exterior from Airport Office Entry 118	20-079 50-231	626	

118	C714A	Exterior from Airport Office Entry 118	20-740-XP	626	
119	C205.1	Exterior from Mechanical 119	20-740-XP	626	
119	C205.1	Exterior from Mechanical 119	L9492T EU 17A 50-231 L583-363 RX	626	RHR
200A	C781A	Lobby/Waiting 200 to Open Work Area 208	20-079 50-231	626	
200A	C781A	Lobby/Waiting 200 to Open Work Area 208	20-740-XP	626	
200A	C781A	Lobby/Waiting 200 to Open Work Area 208	QEL RX 98L-NL x 996L-NL-R&V 17 425-SNB (QTY-6)	US26D	LHR
200B	C731A	Hallway B from Hallway A	20-079 50-231	626	
200B	C731A	Hallway B from Hallway A	20-740-XP	626	
203A	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	20-079 50-231	626	
203A	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	20-740-XP	626	
203A	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	98L x 996L-R&V 17 425-SNB (QTY-6)	US26D	LHR
203B	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	20-079 50-231	626	
203B	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	20-740-XP	626	

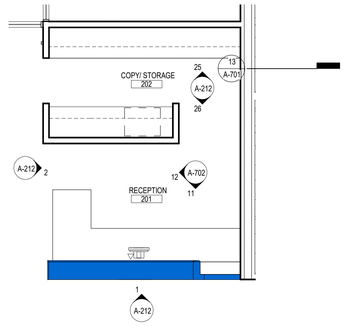
203B	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	98L x 996L-R&V 17 425-SNB (QTY-6)	US26D	RHR
203C	225A	Multi-Use Conference Room 203, Side A/C to Airfield Operations Observations Platform 217	20-740-XP	626	
203D	225A	Multi-Use Conference Room 203, Side B/D to Airfield Operations Observations Platform 217	20-740-XP	626	
204	101AC	Open Work Area 208 from Unassigned 204	20-740-XP	626	
206	103A	Open Work Area 208 to Focus Room 206	20-740-XP	626	
208A	705AI.1	Open Work Area 208 from Airfield Operations Observations Platform 217	20-740-XP	626	
208B	705AI.2	Open Work Area 208 from Airfield Operations Observations Platform 217	20-740-XP	626	
209	103AF	Open Work Area 208 to Office 209	20-740-XP	626	
210	103A.1	Open Work Area 208 to Unassigned 210	20-740-XP	626	
212	203AS	Hallway A from Janitor 212	20-740-XP	626	
212	203AS	Hallway A from Janitor 212	L9080T 17A 50-231	626	RHR
213	C201C	Hallway B from Server 213	20-740-XP	626	

213	C201C	Hallway B from Server 213	L9492T EU 17A 50-231 L583-363 RX	626	RHR
216	201C.2	Hallway A from Mechanical 216	20-740-XP	626	
216	201C.2	Hallway A from Mechanical 216	L9480T 17A 50-231 L583-363	626	LHR
GATE	F265		20-740-XP	626	
GATE	F265		L9080T 17A 50-231	626	



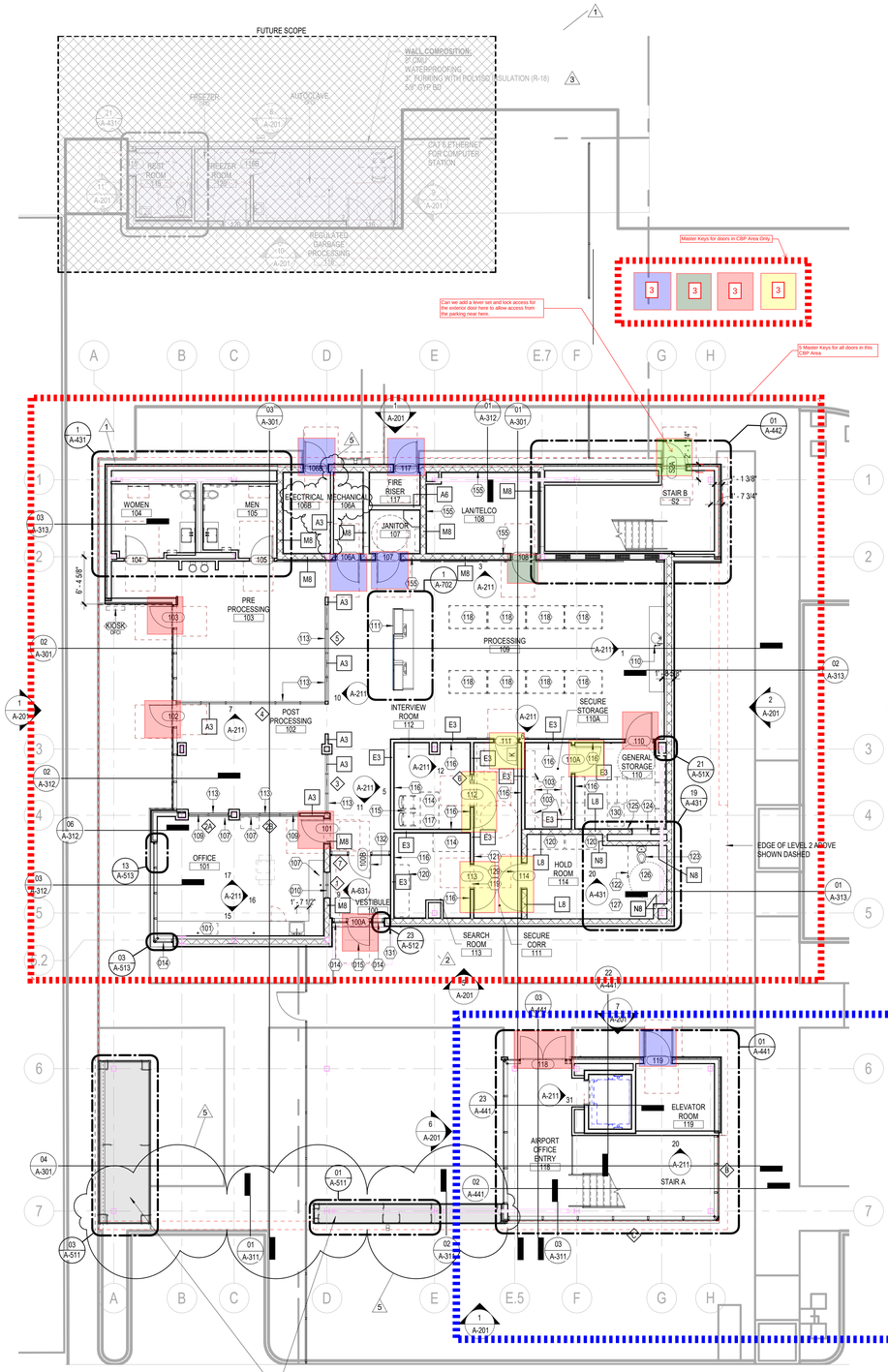
4 ARCHITECTURAL - ENLARGED FLOOR PLAN -COPY/STORAGE/SUPPLIES 205

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



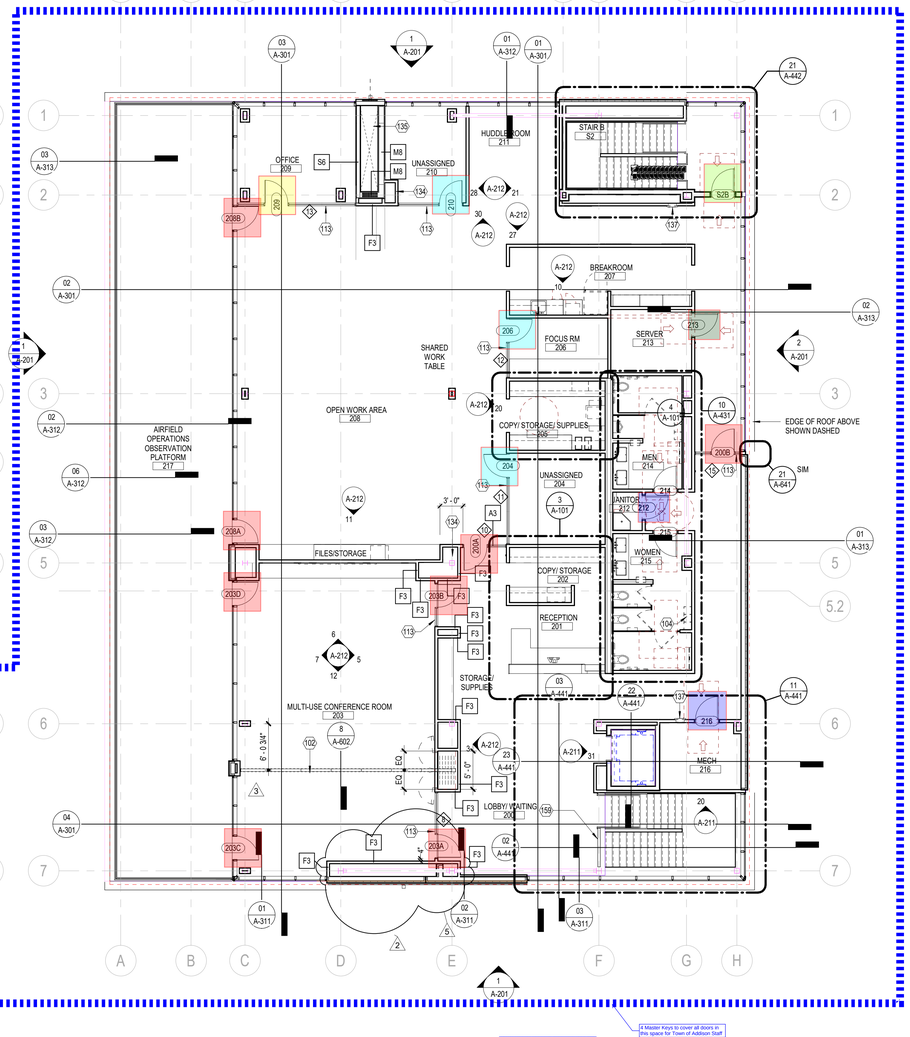
3 ARCHITECTURAL - ENLARGED FLOOR PLAN - COPY / STORAGE 202

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



1 ARCHITECTURAL - FLOOR PLAN - LEVEL 01

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



2 ARCHITECTURAL - FLOOR PLAN - LEVEL 02

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

FLOOR PLAN GENERAL NOTES

1. ALL UNMARKED PARTITIONS ARE TYPE A6, ALL OTHER PARTITIONS ARE A3. ALL COLUMN FURRING TO BE PARTITION TYPE F3 UNLESS NOTED OTHERWISE.
2. ALL WINDOW OPENINGS ARE DIMENSIONED ON GLAZING ELEVATION SHEET A-631.
3. FOR FIRE AND LIFE SAFETY PLANS, REFER TO GL DRAWINGS.
4. REFER TO A2 SERIES DRAWINGS, EXTERIOR ELEVATIONS, A3 BUILDING AND WALL SECTIONS.
5. REFER TO A6 SERIES FOR ALL PARTITIONS, DOORS, WINDOWS, AND ACCESSORIES.
6. ALL PLAN DIMENSIONS ARE TAKEN TO THE CENTERLINE OF COLUMNS AND TO THE OUTERMOST SURFACE OF THE WALL (INCLUDING TILE, STONE, PLASTER, ETC. EXCLUDING TRIM) UNLESS NOTED OTHERWISE.
7. INSTALL BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED DEVICES.
8. GENERAL DIMENSIONS PROVIDED ON FLOOR PLANS AND AREA PLANS DO NOT REFLECT THE ROUGH OPENING DIMENSIONS REQUIRED FOR COORDINATION WITH MASONRY JOINT COURSING. CONTRACTOR IS TO PROVIDE ROUGH OPENING FRAMING DIMENSIONS CONSISTENT WITH ENLARGED ARCHITECTURAL PLAN/SECTION DETAILS (A5 SERIES SHEETS), AND WINDOW SCHEDULE/DETAILS (A6 SERIES). CONTRACTOR TO SUBMIT RFI FOR ANY ROUGH OPENING DIMENSIONS NOT GIVEN IN DETAILING FOR CLARIFICATION REQUIRED.

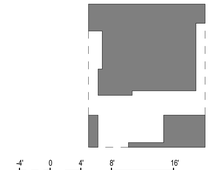
KEYED NOTES

NUMBER	DESCRIPTION
010	SECURE TRANSACTION WINDOW W/STAINLESS STEEL SPEAK-THRU; WINDOW TO MEET UL 752, LEVEL III BALLISTIC RESISTANT STANDARDS. INTEGRAL REINFORCING REQUIRED FOR GLAZING FRAME; FRAME DESIGN AND ANCHORING MUST BE BLAST RESISTANT
014	SHATTER RESISTANT GLAZING TO MEET UL 752, LEVEL III BALLISTIC RESISTANT STANDARDS. INTEGRAL REINFORCING REQUIRED FOR GLAZING FRAME; FRAME DESIGN AND ANCHORING MUST BE BLAST RESISTANT
015	SHATTER RESISTANT GLAZING TO MEET UL 752, LEVEL III BALLISTIC RESISTANT STANDARDS SET IN 12 GAUGE STEEL CLAD HOLLOW CORE METAL, 1 3/4" THICK EXTERIOR DOOR AND HUNG ON HOLLOW METAL FRAMES. INTEGRAL REINFORCING REQUIRED FOR FRAME; FRAME DESIGN AND ANCHORING MUST BE BLAST RESISTANT
101	KNEE SPACE FOR WORK ZONE.
102	FOLDING PANELS PARTITION; BOD: HUFCOR 642 PAIRED PANELS. A3
103	18" HEAVY-DUTY ADJUSTABLE METAL SHELVING BOLTED TO CONCRETE, RE: EQUIPMENT PLANS FOR ADD INFO
104	12" X 21"D FULL HEIGHT LOCKABLE STEEL LOCKERS - POWDER COATING, VENTILATED, METAL CONSTRUCTION.
107	PROVIDE MANUAL ROLLER BLINDS FOR INTERIOR FACING WINDOWS IN CBP OFFICE.
109	TINTED TEMPERED GLASS BETWEEN CBP OFFICE AND POST PROCESSING AREA
110	COUNTERTOP MOUNTED EYEWASH, RE: PLUMBING FOR ADD INFO
111	CUSTOM MILLWORK DESK WITH INTEGRATED POWER, DATA, DURESS ALARM,
113	BLACK POWDER COATED GLAZED RACO WALL SYSTEM
114	INTERVIEW TABLE SECURED TO WALL AND FLOOR, RE: EQUIPMENT PLANS FOR ADD INFO
115	SLED BASE CHAIRS SECURED TO FLOOR, RE: EQUIPMENT PLANS FOR ADD INFO
116	9 GAUGE DIAMOND MESH (1 1/2" X 2" MAX DIAMOND) EXPANDED METAL SECURELY FASTENED TO METAL STUDS ON THIS SIDE, OVERLAP ALL JOINTS, METAL MESH SUBJECT TO INSPECTION BY CBP PRIOR TO COVERING
117	DURESS BUTTON DISCREETLY PLACED ON TABLE UNDERSIDE
118	BAGGAGE EXAMINATION EQUIPMENT SECURED TO FLOOR, RE: EQUIPMENT PLANS FOR ADD INFO
119	RECESSED DETENTION GRADE DURESS ALARM PUSH BUTTON MOUNTED AT 42" AFF
120	DETENTION BENCH WITH HANDCUFF RINGS SECURED TO WALL AND FLOOR, RE: EQUIPMENT PLANS FOR ADD INFO
121	DURESS PUSHBUTTON KEYED RESET AND INAUDIBLE / VISUAL SWITCH, OCCUPANCY INDICATOR INSTALLED AT 84" AFF
122	36" HIGH PENAL GRADE MODESTY PANEL MOUNTED 12" AFF, SECURED TO WALL, FLOOR, AND CEILING, RE: EQUIPMENT PLANS FOR ADD INFO
123	PENAL GRADE COMBINATION TOILET/LAVATORY/BUBBLER WITH TOILET PAPER RECESS AND ELECTRONIC FLUSH CONTROL
124	PENAL GRADE ACCESS DOOR WITH PENAL LOCK
125	FLUSH CONTROL SWITCH FOR HOLD ROOM TOILET FIXTURE
126	TAMPER PROOF FLOOR DRAIN IN THIS AREA
127	ALL ITEMS AND FASTENERS FOR THIS ROOM MUST BE TAMPER PROOF AND WILL BE REVIEWED BY CBP PRIOR TO ORDER
129	PENAL GRADE DOOR AND FRAME GROUTED INTO WALL WITH 96 SQ IN WINDOW WITH SECURITY GLASS, SLIDING WINDOW COVER ON INGRESS SIDE
130	GSA CLASS 5 SECURITY CONTAINER BOLTED TO FLOOR, RE: EQUIPMENT PLANS FOR ADD INFO
131	INTERCOM STATION CONNECTED TO OFFICE 101 AND CONTROL ROOM FOR ACCESS CONTROL, COORDINATE WITH CBP FOR FINAL LOCATION WITHIN OFFICE 101
132	THIS DOOR TO HAVE ACCESS CONTROL FROM OFFICE 101, COORDINATE WITH CBP FOR FINAL LOCATION WITHIN OFFICE 101
134	PROVIDE SLEEVES IN SLAB FOR ROOF DRAIN PIPING FROM ABOVE
135	SLAB OPENING FOR HVAC DUCTWORK FROM ABOVE
137	FIRE EXTINGUISHER CABINET AT THIS LOCATION
155	REINFORCED 8" CONCRETE FILLED CMU PARTITION TO SLAB ABOVE
159	GUARDRAIL TO MATCH STAIR RAILING

FLOOR PLAN LEGEND

SYMBOL	DESCRIPTION
1	KEYED NOTE KEYED NOTES ONLY APPLY TO THIS SHEET
A1 X	PARTITION TAG REFER TO PARTITION SCHEDULE
# A-301	BUILDING SECTION TAG WALL SECTION TAG
# A-201	EXTERIOR ELEVATION TAG
# A-211	INTERIOR ELEVATION TAG
# A-431	PLAN REFERENCE TAG
ROOM NAME 101	ROOM NAME ROOM NUMBER
	0-HOUR SMOKE BARRIER
	1-HOUR FIRE PARTITION
	1-HOUR FIRE/SMOKE PARTITION
	2-HOUR FIRE PARTITION
	2-HOUR FIRE/SMOKE PARTITION
1002a	NEW DOOR WITH DOOR TAG REF DOOR SCHED
03	NEW WINDOW WITH WINDOW MARK REF GLAZING ELEVATIONS
0	COLUMN GRID DESIGNATIONS

KEY PLAN (NOT TO SCALE)



Page

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, TX 77002
pagethink.com

TEL 713 871 8484
FAX 713 871 8440

ARCHITECTURE / ENGINEERING / INTERIORS / PLANNING / CONSULTING
Austin / Dallas / Denver / Houston / San Francisco / Washington DC / International Affiliate Offices

CIVIL
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

STRUCTURAL
AG&E STRUCTURAL
15280 Addison Road
Suite 310
Addison, TX 75001
214-520-7202

MEP
GARVER
3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
972-377-7480

LANDSCAPE
KUDELA&WEINHEIMER
7155 Old Katy Road
Suite 270
Houston, Texas 77024
713-869-6987

WAYFINDING
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

TECHNOLOGY
PAGE
400 W. Cesar Chavez Street
Suite 500
Austin, TX 78701
512.472.6721

Town of Addison Airport Customs and Border Protection Facility

4545 Jimmy Doolittle Drive
Addison, TX 75001

REVISION HISTORY

REVISION	DESCRIPTION	DATE
5	ISSUE FOR CONSTRUCTION	06 APR 2020
4	PERMIT REVISION	21 OCT 2019
3	ASI 01	15 OCT 2019
2	ADDENDUM 006	24 APRIL
1	ADDENDUM 004	11 APRIL

PROFESSIONAL SEALS

REGISTERED ARCHITECT MICHAEL DEWAYNE MEDLIN 22472 STATE OF TEXAS
06 April, 2020

ARCHITECTURAL - FLOOR PLANS

DRAWN BY	CHECKED BY
LB, MdM	JM
PROJECT NUMBER	PROJECT ABBREVIATION
417151	Addison FIS
ORIGINAL ISSUE	DATE
ISSUE FOR CONSTRUCTION	06 APRIL 2020

A-101
SHEET NUMBER

FILE PATH: W:\417151\417151A-R18-mmonterrosa.RVT
USER NAME:
DATE STAMP: 4/8/2020 9:17:47 PM

Primus® XP / Primus / Everest® / Everest 29™ Electronic Restricted Product Facesheet

This form is intended for use in ordering restricted products from Schlage at the request of U.S Customs and Border Protection and is in reference to the restricted product account number

Please submit this form in total with key, lock and cylinder order to the distributor.

Shipping directions for restricted products for this order are as follows:

Lock Shipping Address

Facility	CBP Facility
ATTN:	Mr. Mike Haskins
Address	16051 Addison Rd.
Address	
City	Addison
State	Texas
Zip	75001

Cut Key Shipping Address

Facility	CBP Faciltiy
ATTN:	Mr. Mike Haskins
Address	16051 Addison Rd
Address	
City	Addison
State	Texas
Zip	75001

Cut Master Key Shipping Address

Facility	CBP Facility
ATTN:	Mr. Mike Haskins
Address	16051 Addison Rd.
Address	
City	Addison
State	Texas
Zip	75001

Blank Key Shipping Address

Facility	CBP Facility
ATTN:	Mr. Mike Haskins
Address	16051 Addison Rd.
Address	
City	Addison
State	Texas
Zip	75001

Reference number for this request is d6cc2300-8ddd-4e2e-ad73-f7710c59838a

By providing this facesheet, I hereby authorize the distributor presenting this document in original, facsimile or via electronic submission to order restricted products for the above designated restricted product account number. Further, I affirm that I am authorized to order restricted product on behalf of the above named facility and associated restricted product account. I understand that the reference number shown above is the control number for the document and can be used only once. Each subsequent order for restricted product will require a unique electronic facesheet.

Created 08/18/2020 by Architect Project Manager Michael Haskins at: michael.l.haskins@cbp.dhs.gov

1. Please advise if this project is using an existing keying system or will require a new keying system.

    a. If new, please complete the attached keying schedule template to indicate keying requirements.

2. If not new, please complete please complete the attached keying schedule template to indicate keying requirements.

    a. Complete the attached Letter of Authorization to allow us to order the cylinders/cores. - See last page here.

    b. Please provide the existing keyway to be matched.

3. We also need to know if the specified interchangeable cores will be Small Format or Large Format.

Page Response:

Questions answered in the same order they were received above:

1.) Per the conference call with the GC and CBP held on 8/18/2020 it was confirmed that there is not an existing keying system to match and that the specified Schlage Primus XP cores are acceptable.

    a.) See attached plan mark-up that was reviewed with the CBP and Town of Addison staff for keying needs. Master key breakdown and required quantities of keys for each door set are shown on this mark-up. I am unsure of how to properly transfer this information into the schedule provided. If required, I am happy to sit in a meeting with the hardware supplier to help translate the plan mark-up to the schedule provided.

2.) See attached plan mark-up showing keying needs.

    a.) Authorization message face sheet from Allegion was provided to allow ordering of cylinders/cores via email on 8/19/2020 and is also included with this response.

    b.) No existing keyway - See responses above.

3.) Cores will be Large Format as specified and confirmed in the 8/18/2020 meeting mentioned above.

Key Schedule

Outside Key Code	Inside Key Code	Door #	Heading Number	Building Area	Location	Lock Number	Finish	Hand
		100A-AS	C265A		Exterior from Vestibule 100	20-740-XP	626	
		101	C261		Processing 109 to Office 101	20-740-XP	626	
		101	C261		Processing 109 to Office 101	L9492T EU 17A 50-231 L583-363 RX	626	RH
		102-ASF	E265A		Exterior from Post Processing 102	20-740-XP	626	
		103-ASF	C265A.1		Exterior from Pre Processing 103	20-740-XP	626	
		104	341L		Pre Processing 103 to Women 104	20-740-XP	626	
		104	341L		Pre Processing 103 to Women 104	L9485T 17A 50-231 L283-722	626	LH
		105	341L		Pre Processing 103 to Men 105	20-740-XP	626	
		105	341L		Pre Processing 103 to Men 105	L9485T 17A 50-231 L283-722	626	RH
		106A	201C		Processing 109 from Mechanical 106	20-740-XP	626	
		106A	201C		Processing 109 from Mechanical 106	L9480T 17A 50-231 L583-363	626	RHR
		106B	C205		Exterior from Mechanical 106	20-740-XP	626	
		106B	C205		Exterior from Mechanical 106	L9492T EU 17A 50-231 L583-363 RX	626	RHR
		107	201C		Processing 109 from Janitor 107	20-740-XP	626	
		107	201C		Processing 109 from Janitor 107	L9480T 17A 50-231 L583-363	626	LHR
		108	C201CL		Processing 109 from Lan/Telco 108	20-740-XP	626	

108	C201CL	Processing 109 from Lan/Telco 108	L9492T EU 17A 50-231 L583-363 RX	626	RHR
110	201C.1	Processing 109 from General Storage 110	20-740-XP	626	
110	201C.1	Processing 109 from General Storage 110	L9480T 17A 50-231 L583-363	626	LHR
110A	C261.1	General Storage 110 from Secure Storage 110A	20-740-XP	626	
110A	C261.1	General Storage 110 from Secure Storage 110A	L9492T EU 17A 50-231 L583-363 RX	626	RHR
111	Z201	Processing 109 to Secure Corridor	20-740-XP	626	
111	Z201	Processing 109 to Secure Corridor	L9095T EL 17A 50-231 RX	626	LH
112-STC	103G	Secure Corridor from Interview Room112	20-740-XP	626	
112-STC	103G	Secure Corridor from Interview Room112	L9050T 17A 50-231 L583-363	626	LHR
113-STC	861L	Secure Corridor from Search Room 113	20-740-XP	626	
113-STC	861L	Secure Corridor from Search Room 113	L462T 50-231 TORX SCREWS	626	
114	861L.1	Secure Corridor from Hold Room 114	10518	630	RHR
117	205	Exterior from Fire Riser 117	20-740-XP	626	
117	205	Exterior from Fire Riser 117	L9480T 17A 50-231 L583-363	626	LHR
118	C714A	Exterior from Airport Office Entry 118	20-079 50-231	626	

118	C714A	Exterior from Airport Office Entry 118	20-740-XP	626	
119	C205.1	Exterior from Mechanical 119	20-740-XP	626	
119	C205.1	Exterior from Mechanical 119	L9492T EU 17A 50-231 L583-363 RX	626	RHR
200A	C781A	Lobby/Waiting 200 to Open Work Area 208	20-079 50-231	626	
200A	C781A	Lobby/Waiting 200 to Open Work Area 208	20-740-XP	626	
200A	C781A	Lobby/Waiting 200 to Open Work Area 208	QEL RX 98L-NL x 996L-NL-R&V 17 425-SNB (QTY-6)	US26D	LHR
200B	C731A	Hallway B from Hallway A	20-079 50-231	626	
200B	C731A	Hallway B from Hallway A	20-740-XP	626	
203A	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	20-079 50-231	626	
203A	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	20-740-XP	626	
203A	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	98L x 996L-R&V 17 425-SNB (QTY-6)	US26D	LHR
203B	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	20-079 50-231	626	
203B	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	20-740-XP	626	

203B	701A	Lobby/Waiting 200 from Multi-Use Conference Room 203	98L x 996L-R&V 17 425-SNB (QTY-6)	US26D	RHR
203C	225A	Multi-Use Conference Room 203, Side A/C to Airfield Operations Observations Platform 217	20-740-XP	626	
203D	225A	Multi-Use Conference Room 203, Side B/D to Airfield Operations Observations Platform 217	20-740-XP	626	
204	101AC	Open Work Area 208 from Unassigned 204	20-740-XP	626	
206	103A	Open Work Area 208 to Focus Room 206	20-740-XP	626	
208A	705AI.1	Open Work Area 208 from Airfield Operations Observations Platform 217	20-740-XP	626	
208B	705AI.2	Open Work Area 208 from Airfield Operations Observations Platform 217	20-740-XP	626	
209	103AF	Open Work Area 208 to Office 209	20-740-XP	626	
210	103A.1	Open Work Area 208 to Unassigned 210	20-740-XP	626	
212	203AS	Hallway A from Janitor 212	20-740-XP	626	
212	203AS	Hallway A from Janitor 212	L9080T 17A 50-231	626	RHR
213	C201C	Hallway B from Server 213	20-740-XP	626	

213	C201C	Hallway B from Server 213	L9492T EU 17A 50-231 L583-363 RX	626	RHR
216	201C.2	Hallway A from Mechanical 216	20-740-XP	626	
216	201C.2	Hallway A from Mechanical 216	L9480T 17A 50-231 L583-363	626	LHR
GATE	F265		20-740-XP	626	
GATE	F265		L9080T 17A 50-231	626	

END USER LETTERHEAD

Date: _____

To: Tex-Oma Builders Supply
2701 Commerce St.
Wichita Falls, Texas 76301

Re:

Please consider this authorization to ship product for above - referenced project and / or to release bitting list to Tex-Oma Builders Supply (bill.land@tex-oma.com).

_____ is to be keyed using a _____ Key System . For security reasons, we would liketo have all keys for this facility shipped to a location other than the jobsite .
This letter authorizes Tex-Oma Builders Supply to ship our products to the following addresses:

Master Keyed Products, Construction Keys, Locks Less Cylinder, and Locks with Construction Cores
Tex-Oma Builders Supply
2701 Commerce St.
Wichita Falls, Texas 76301

Master Keys, Change Keys, Control Keys, and Key Blanks
Tex-Oma Builders Supply
2701 Commerce St.
Wichita Falls, Texas 76301

We understand this letter will be kept on file and referenced for our future orders and that a new letter is only required to add, remove, or change authorized shipping locations .

Sincerely,

AUTHORIZING END USER CONTACT

Page/

RFI Response

RFI ID	126		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	8/28/2020	**Transmittal ID**	00926
Subject	Keying		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question: Per email sent to Will Butler on 6/3/20, we need the keying schedule (see attached) and detailed keying system information. We also need to know if the interchangeable cores will be Small Format or Large Format.

Suggestion:

Answer: **Response (Answered) from: Will Butler (Page Southerland Page, Inc.)**
Remarks:

See attached for the response -

Contents

Copies	Date	Number	Description
1	7/7/2020		RFI 126 - Keying.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:
Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Shannon Hicks
Will Butler

TEL 214 522 3900
FAX 214 522 4380

Page Southerland Page, Inc.
1800 Main Street, Suite 123
Dallas, Texas 75201
pagethink.com

Will Butler
Senior Associate

September 22,2020

Town of Addison Council
Addison Service Center
16801 Westgrove Drive
Addison, TX 75001

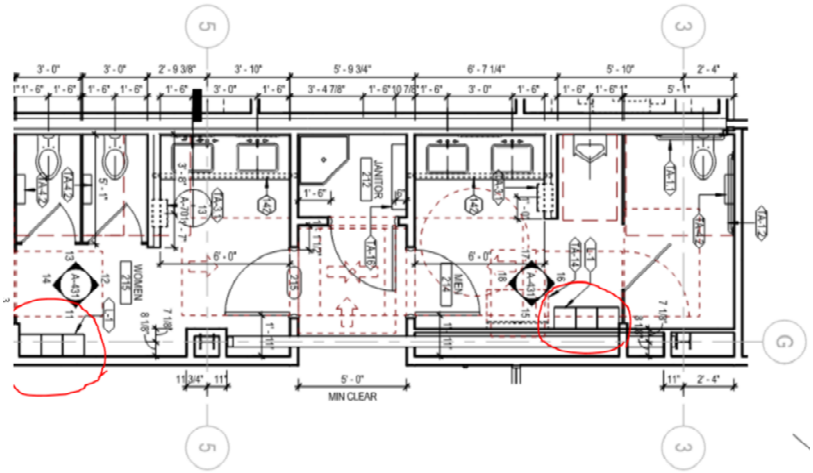
Re: Narrative for Proposal #42 – Lockers Credit
Project No: 417151

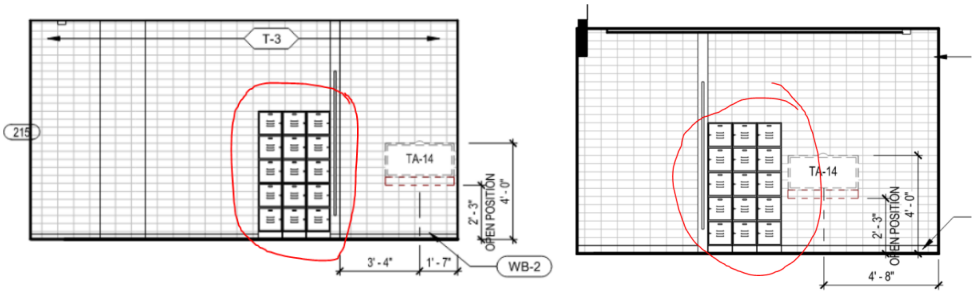
To Whom it May Concern,

Proposal #42 – Lockers Credit is the result of a request made by Town staff to remove the small metal lockers in the gang restrooms on the second floor from the project scope. The request was made based on changes to the make-up and use of the lockers that was discussed during the furniture meetings held in the middle of August. The town wanted larger lockers based on a request from the airport police officer and these are being accommodated in the furniture package. Therefore, the need for the small metal lockers already in the project became redundant and unnecessary.

The GC has submitted $2,100 of the total $2,600 line item for these lockers due to the timing of the request. The Town asked to remove these lockers after the submittal had been produced, reviewed, and approved on August 25th. Because the submittal was so far along when it was pulled back the $500 value being withheld is reasonable to cover costs and time associated with its production. The town staff did not know that we could change these lockers to satisfy the request until the furniture meetings were held and they notified the Architect as soon as they saw the submittal response to rectify the issue and recall the approval.

See drawings below for the location and elevations of the lockers being removed for quick reference:





The costs associated with this proposal were reviewed based on industry standards and best practices and the value included for this proposal is reasonable and customary based on the work that was required and the timing when the request was made.

Proposal #42 Credit Returned: -$2,100.00
Proposal #42 Contract Days Extension: 0 Days

Sincerely,

Will Butler
Senior Associate

Request for Information 170

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:

Date Created: 9/15/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #42 - Lockers Credit

Category: Proposal

Question:

Date Required: 9/22/2020

Per the architect's request, this proposal is for the removal of the metal lockers from our scope of work.

Answer:

Date Answered:

JC COMMERCIAL INCORPORATED

Proposal #42

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	9/15/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on request from owner/architect.

Item	Description	Total
1	Deduct amount to remove the metal lockers from our scope of work	$ (2,600.00)
2	Price for submittals and administrative costs	$ 500.00
	Total	**$ (2,100.00)**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[Increase / **Decrease**]		($2,100.00)
Does Proposed Change involve a change in Contract Time?	[x] No	[ ] Yes	[Increase / Decrease]	Days	0

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: Scott Arthur	Signature:
Date: 9/15/2020	Date:

Request for Information 170

Project Title:
Addison Airport Customs and Border Protection Facility

Submitted by Subcontractor:

Date Created: 9/15/2020

Answer Company	Author Company	Authored By
Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, Texas 77002	JC Commercial 1801 Lakepointe Dr. Suite 129 Lewisville, TX 75057	Trevor Fitzgerald

Subject: Proposal #42 - Lockers Credit

Category: Proposal

Question:

Date Required: 9/22/2020

Per the architect's request, this proposal is for the removal of the metal lockers from our scope of work.

Answer:

Date Answered:

Page Response:

The value submitted here is reasonable and acceptable given the timing of the request. We will be recommending this value for inclusion with the next Change Order #03. Since the request (attached here) to remove the lockers from the contract came after the submittal had been created/submitted by the GC/subcontractor, reviewed, and approved the GC is withholding $500 of the original contract value of $2,600 to cover their time spent on administrative and submittal costs for this item prior to the request to remove it.

JC COMMERCIAL INCORPORATED

Proposal #42

Project:	Addison Airport Customs and Border Protection Facility	Customer:	Town of Addison
			5350 Beltline Road
Date:	9/15/2020		Dallas, Texas 75254
Attn:	Jeff Mechlem, Mitchell McAnally	Architect:	Page Southerland Page
	Will Butler, Vlad Stevanovic		1100 Louisiana Street, Suite One
			Houston, Texas 77002

This Proposal contains an itemized quotation for changes in the Contract Sum and/or Contract Time in response to proposed modifications to the Contract Documents based on request from owner/architect.

Item	Description	Total
1	Deduct amount to remove the metal lockers from our scope of work	$ (2,600.00)
2	Price for submittals and administrative costs	$ 500.00
	Total	**$ (2,100.00)**

Does Proposed Change involve a change in Contract Sum?	[ ] No	[X] Yes	[Increase / **Decrease**]		($2,100.00)
Does Proposed Change involve a change in Contract Time?	[x] No	[ ] Yes	[Increase / Decrease]	Days	0

JC Commercial	Page Southerland Page
CONTRACTOR	Architect
1801 Lakepointe Drive, Suite #129	1100 Louisiana Street, Suite One
Lewisville, TX 75057	Houston, Texas 77002
By: Scott Arthur	By:
Signature: Scott Arthur	Signature:
Date: 9/15/2020	Date:

Will Butler

From: Joel Jenkinson <joel.jenkinson@addisonairport.net>
Sent: Tuesday, August 25, 2020 4:33 PM
To: Will Butler; Darci Neuzil
Cc: McAnally, Mitchell, R
Subject: RE: Submittal Responded to and Closed: Metal Lockers (Resubmittal) - 417151 - City of Addison Airport - Submittal:105113.02:3NO5d

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Will,

Let's ditch the lockers and ask for a credit. I don't think we really need them.

Thanks,

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Cc: McAnally, Mitchell, R <mrmcanally@garverusa.com>
Subject: RE: Submittal Responded to and Closed: Metal Lockers (Resubmittal) - 417151 - City of Addison Airport - Submittal:105113.02:3NO5d

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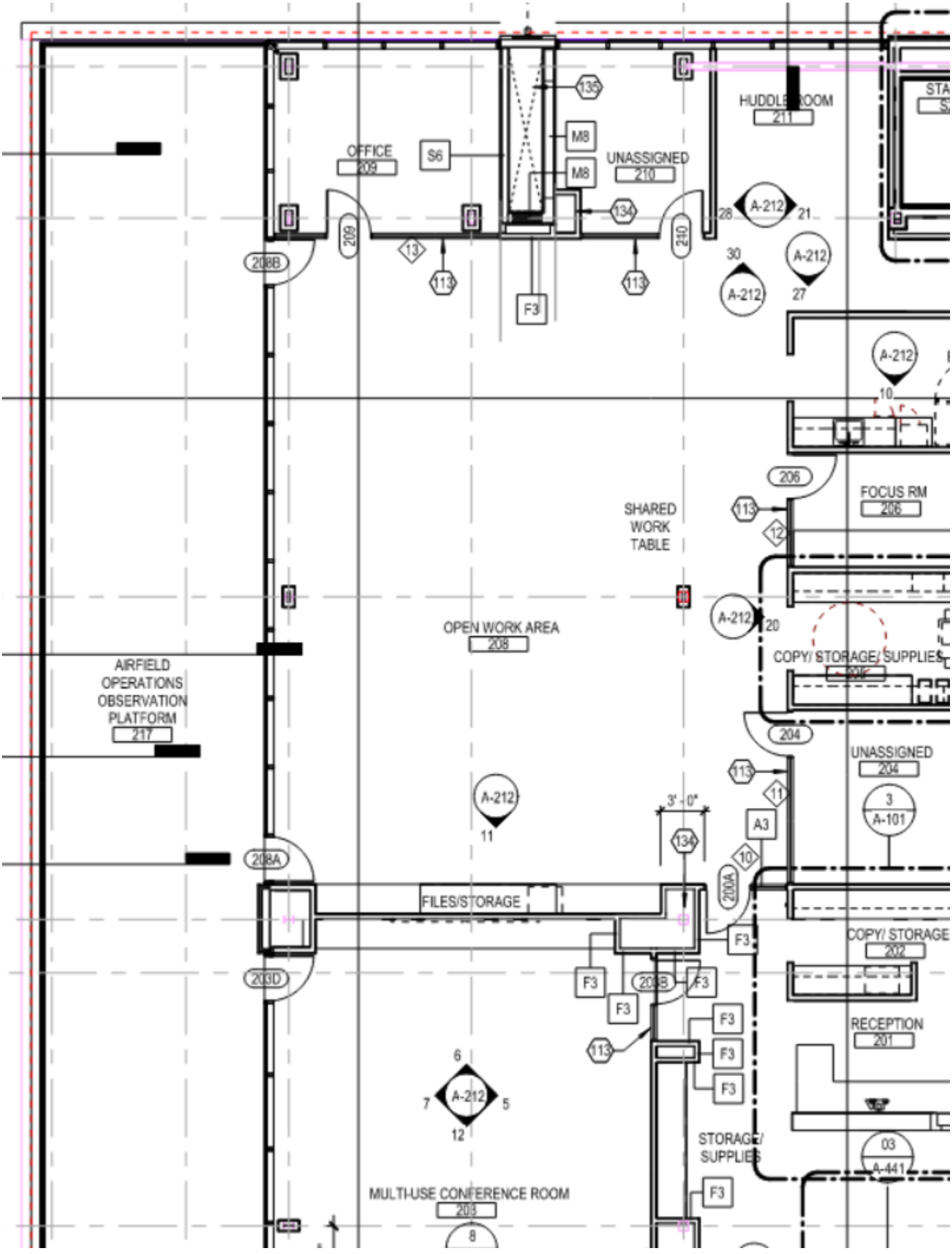

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208B
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FOCUS RM
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SHARED
WORK
TABLE
113
12
A-212
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OPEN WORK AREA
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COPY/ STORAGE/ SUPPLIES
AIRFIELD
OPERATIONS
OBSERVATION
PLATFORM
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UNASSIGNED
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208A
200A
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203D
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F3
RECEPTION
201
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F3
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STORAGE/
SUPPLIES
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A-441
F3
MULTI-USE CONFERENCE ROOM
203
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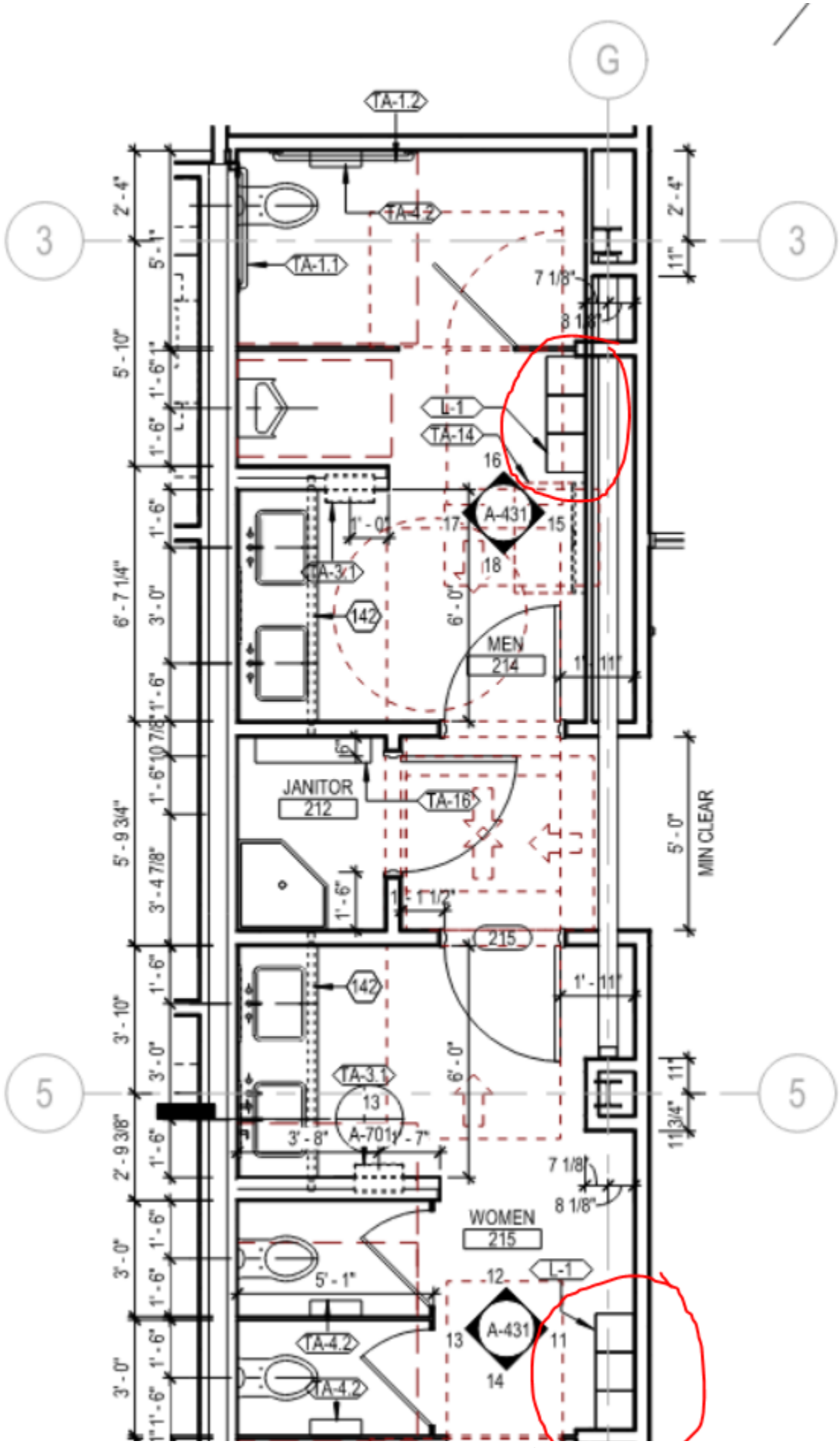
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JANITOR
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3' - 0"
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6' - 0"
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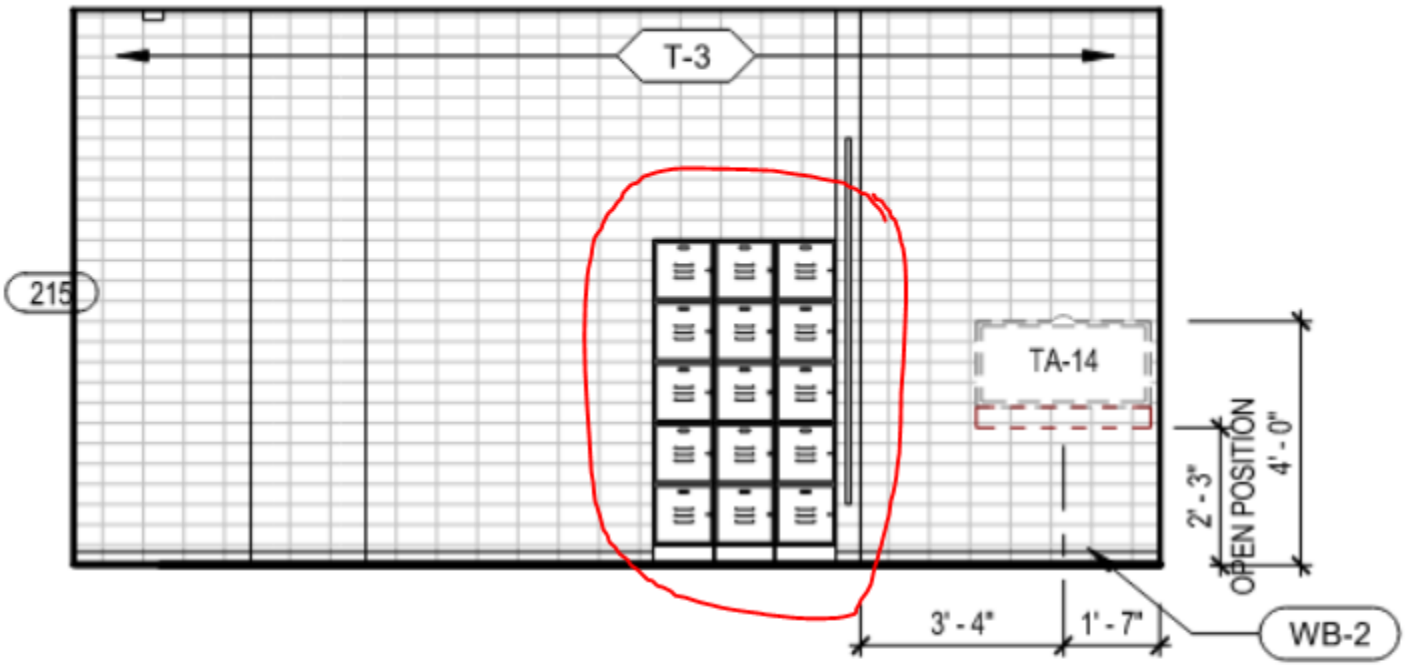
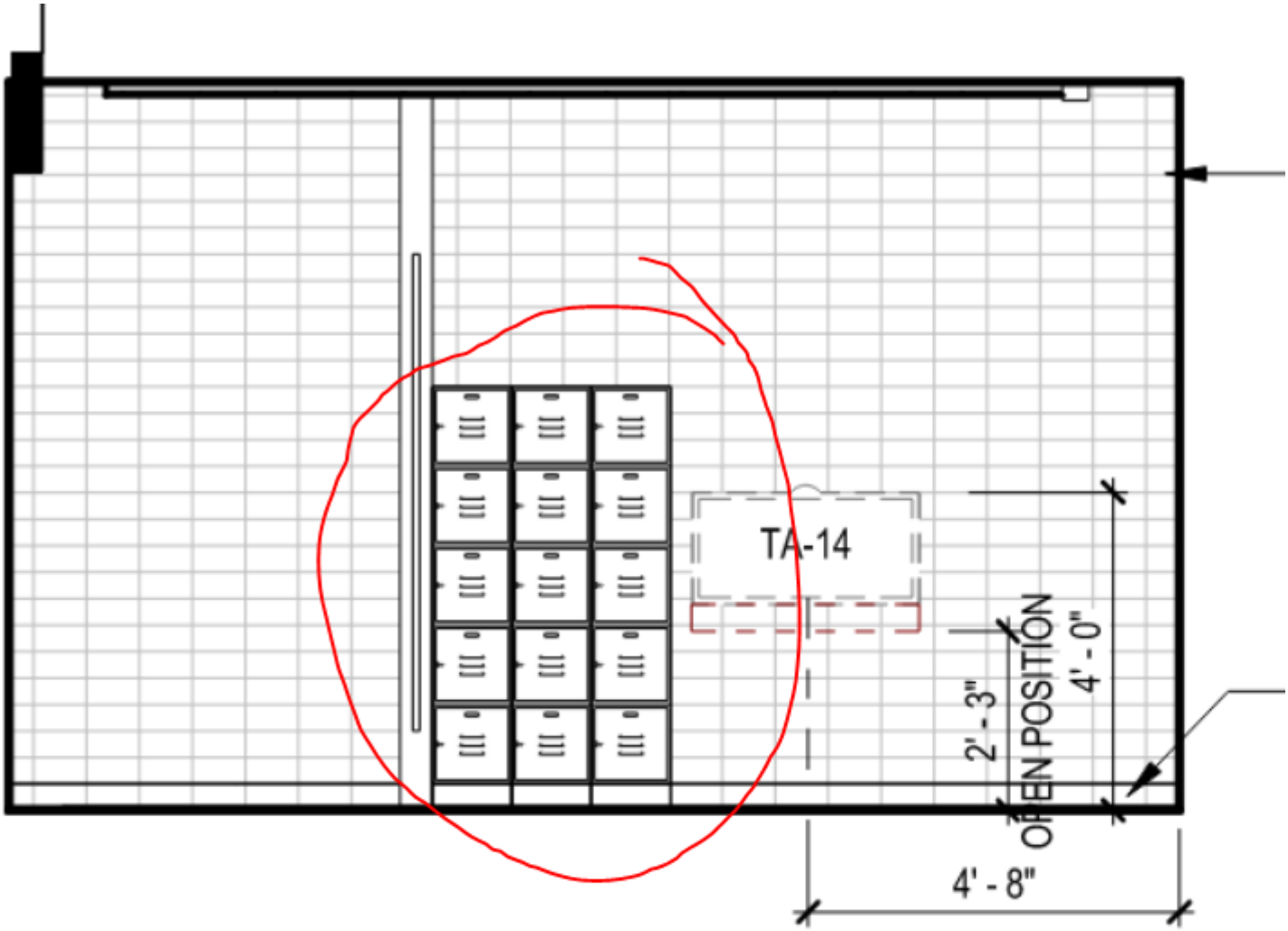


11 ELEVATION @ WOMEN'S RR 215 - EAST

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



NSIONS

214 -

ELEVATION @

15

EAST

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

If you do not want to utilize these, I need to know ASAP so I can reach out to the GC and stop them from procuring them. Since they are not in the CBP space, I do not think they are a CBP requirement but I will look into it and circle back to be sure.

Let me know if you would like me to stop the GC and request a credit for these lockers.

Thanks,

Will Butler
Page
Senior Associate / Designer

wbutler@pagethink.com
469 621 4837

Our highest priority is the health, safety and well-being of our employees, their families, our clients, our communities, and those with whom we work. Even working remotely, our full resources are available to support you.

From: Joel Jenkinson <joel.jenkinson@addisonairport.net>
Sent: Tuesday, August 25, 2020 10:34 AM
To: Darci Neuzil <darci.neuzil@addisonairport.net>
Cc: Will Butler <wbutler@pagethink.com>; McAnally, Mitchell, R <mrmcanally@garverusa.com>
Subject: RE: Submittal Responded to and Closed: Metal Lockers (Resubmittal) - 417151 - City of Addison Airport - Submittal:105113.02:3NO5d

Will,

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Thanks,

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Darci

From: Will Butler <wbutler@pagethink.com>
Sent: Tuesday, August 25, 2020 9:39 AM
To: Darci Neuzil <darci.neuzil@addisonairport.net>
Subject: Submittal Responded to and Closed: Metal Lockers (Resubmittal) - 417151 - City of Addison Airport - Submittal:105113.02:3NO5d

Project: 417151 **417151 - City of Addison Airport**

Notification about Submittal **Metal Lockers (Resubmittal)**

Note: You have been CC'd on this notification.

This email contains the response for a Submittal.

Remarks

Response (Approved as Noted) from: Will Butler (Page Southerland Page, Inc.)
Remarks:

See attached for notes and comments - GC to provide a follow-up submittal with the noted physical samples boxed in red on the attached mark-up for final color selection and approval.

Download all files

Submittal Info

To: **Trevor Fitzgerald (JC Commercial, Inc.)**
CC: **Margarita de Monterrosa (Page Southerland Page, Inc.); Lisa Pyles (Town of Addison); Will Butler (Page Southerland Page, Inc.); Darci Neuzil (Town of Addison); Michelle LeBlanc (JC Commercial, Inc.); Scott Arthur (JC Commercial, Inc.); Joe McAnally (Town of Addison); Joel Jenkinson (Town of Addison); Jeff Mechlem (Page Southerland Page, Inc.)**
Action: **Approved as Noted**
Sender ID: **105113.02**
Expiration Date: **None**

Transferred Files

105113.02 - Metal Lockers (combined)_Page Reviewed.pdf	8/25/2020	9:34 AM	2,560 KB
Transmittal_Submittal - 105113.02 (Responded and Closed).pdf	8/25/2020	9:38 AM	60 KB

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Page/

RFI Response

RFI ID	170		
To	Trevor Fitzgerald JC Commercial, Inc. 1801 Lakepointe Drive Suite 129 Lewisville TX 75057 United States (972) 436-4622	**From**	Page CA Department Page Southerland Page, Inc. 1100 Louisiana Suite One Houston TX 77002 United States (713) 871-8484
Project	417151 - City of Addison Airport	**Project No.**	417151
Date	9/22/2020	**Transmittal ID**	00979
Subject	Proposal #42 - Lockers Credit		
We are sending	☐ Attached ☐ Under Separate Cover	**Via**	Info Exchange

Question: Per the architect's request, this proposal is for the removal of the metal lockers from our scope of work.

Suggestion:

Answer: **Response (Answered) from: Will Butler (Page Southerland Page, Inc.)**
Remarks:

See attached for the response.

Contents

Copies	Date	Number	Description
1	9/15/2020		RFI 170 - Proposal #42 - Lockers Credit.pdf

These are transmitted ☐ For review and comment ☐ For your use ☐ As requested

Please let me know if you need any additional information or clarification. Thank you.

CC:
Darci Neuzil
Jeff Mechlem
Joe McAnally
Joel Jenkinson
Margarita de Monterrosa
Michelle LeBlanc
Scott Arthur
Shannon Hicks
Will Butler

Will Butler

From: Joel Jenkinson <joel.jenkinson@addisonairport.net>
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Importance: High

Follow Up Flag: Follow up
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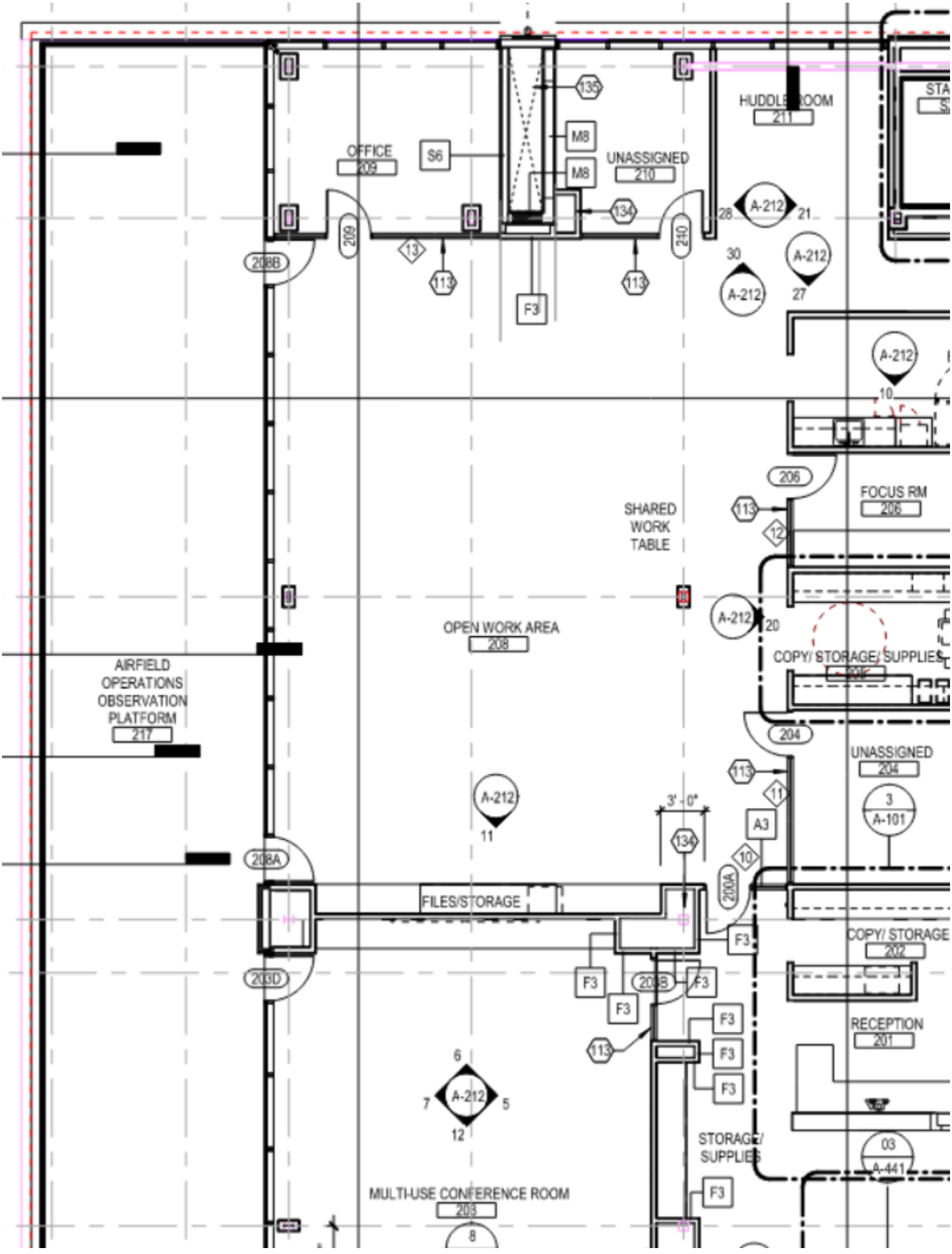

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F3
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FOCUS RM
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SHARED
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TABLE
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A-212
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OPEN WORK AREA
208
COPY/ STORAGE/ SUPPLIES
AIRFIELD
OPERATIONS
OBSERVATION
PLATFORM
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204
UNASSIGNED
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A-212
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A-101
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208A
200A
FILES/STORAGE
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COPY/ STORAGE
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MULTI-USE CONFERENCE ROOM
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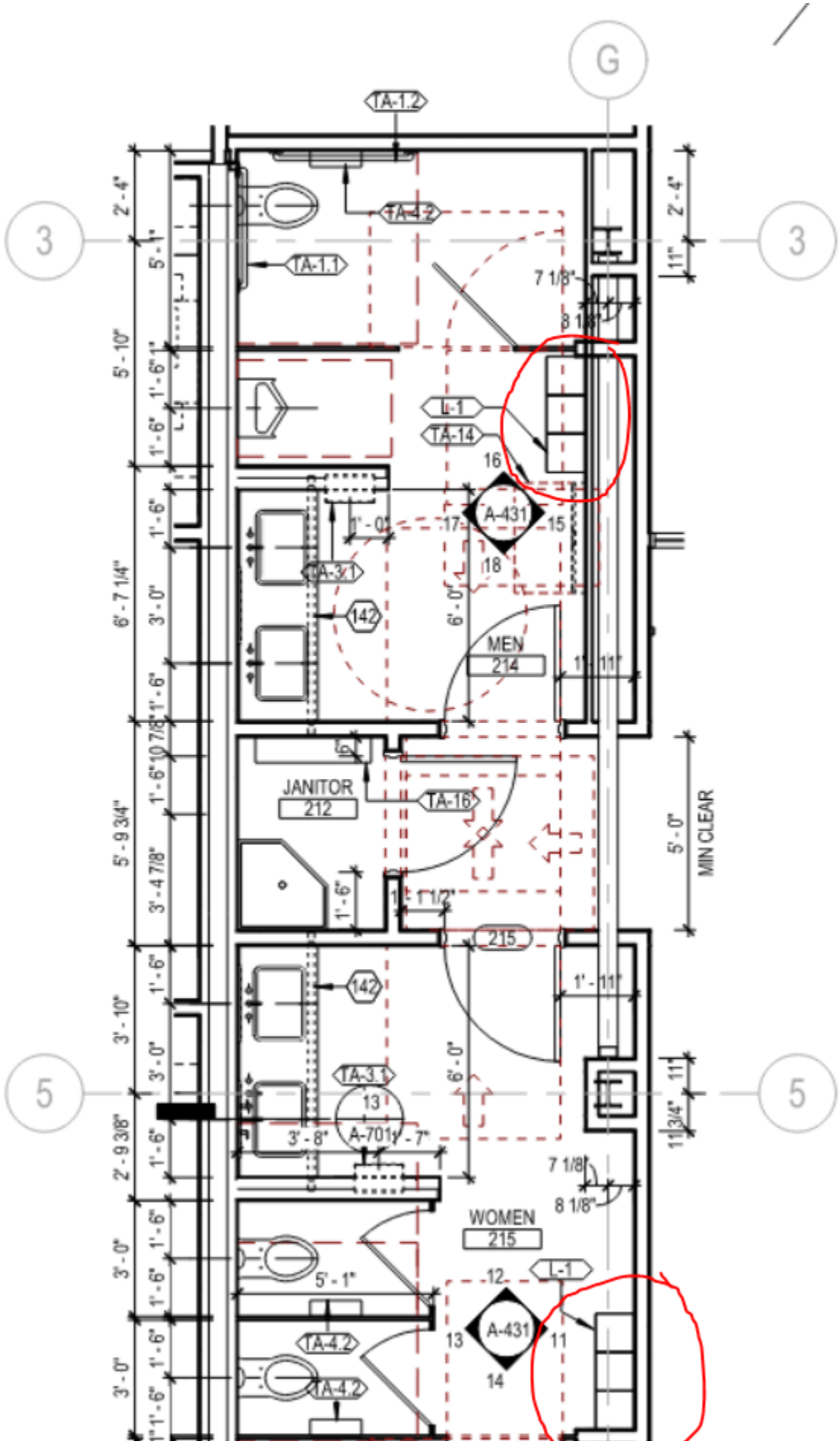
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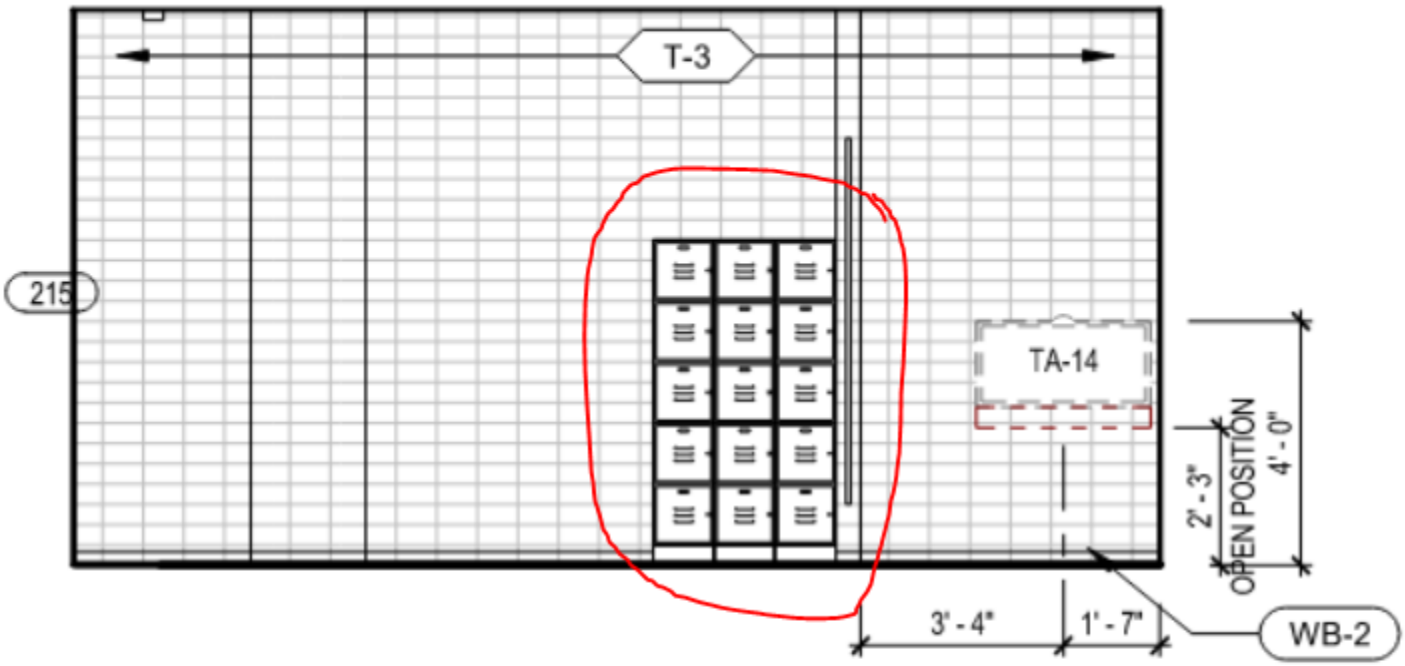

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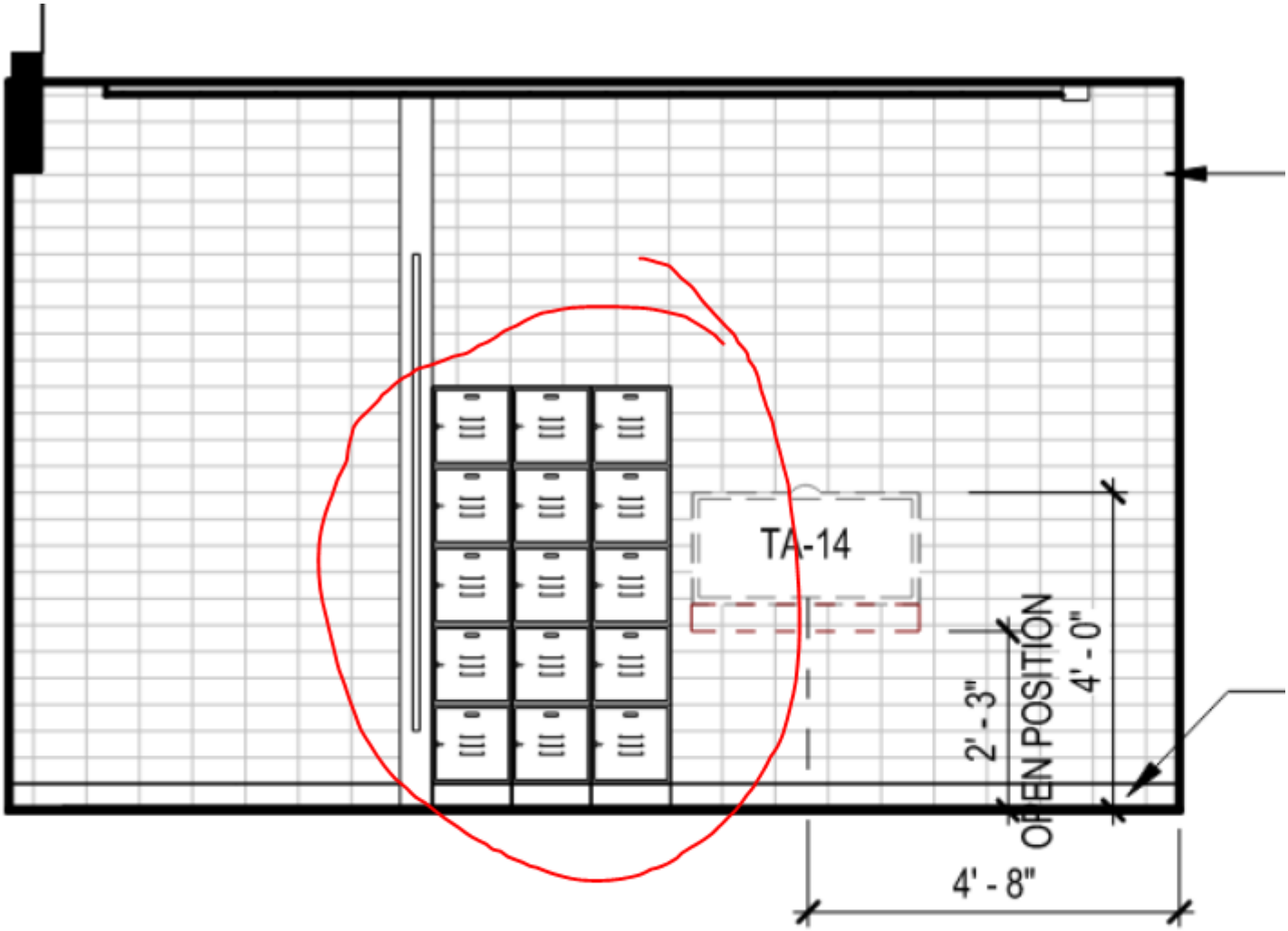
SCALE: 1/4" = 1'-0"



NSIONS

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Senior Associate / Designer

wbutler@pagethink.com
469 621 4837

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Project: 417151 **417151 - City of Addison Airport**

Notification about Submittal **Metal Lockers (Resubmittal)**

Note: You have been CC'd on this notification.

This email contains the response for a Submittal.

Remarks

Response (Approved as Noted) from: Will Butler (Page Southerland Page, Inc.)
Remarks:

See attached for notes and comments - GC to provide a follow-up submittal with the noted physical samples boxed in red on the attached mark-up for final color selection and approval.

Download all files

Submittal Info

To: **Trevor Fitzgerald (JC Commercial, Inc.)**
CC: **Margarita de Monterrosa (Page Southerland Page, Inc.); Lisa Pyles (Town of Addison); Will Butler (Page Southerland Page, Inc.); Darci Neuzil (Town of Addison); Michelle LeBlanc (JC Commercial, Inc.); Scott Arthur (JC Commercial, Inc.); Joe McAnally (Town of Addison); Joel Jenkinson (Town of Addison); Jeff Mechlem (Page Southerland Page, Inc.)**
Action: **Approved as Noted**
Sender ID: **105113.02**
Expiration Date: **None**

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Construction Change Directive

PROJECT: *(name and address)* 417151 - Town of Addison Aiprort Customs and Border Patrol Facility 4545 Jimmy Doolittle Drive Addison, TX 75001	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 30, 2019	**CCD INFORMATION:** Directive Number: 001 Date: September 22, 2020
OWNER: *(name and address)* Town of Addison 16051 Addison Road Addison, TX 75001	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana Street, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* JC Commercial, Inc. 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Owner (Town of Addison) is directing the General Contractor (JC Commercial) to proceed with the construction and any modifications required to existing elements related to the following items contained in the attached proposal based on various RFI responses and ASI/PR issuances - See attached narrative for more background related to these changes.

Proposal #28 - Scuppers and Downspout ($3,478.06)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☒ Lump Sum increase of $3,478.06
   - ☐ Unit Price of $ per
   - ☐ Cost, as defined below, plus the following fee:
     (Insert a definition of, or method for determining, cost)
   - ☒ As follows: Value increase submitted and approved and any time extensions will be included in the next Change Order (CO #03) and submitted for approval to the Town of Addison Council at the next available Council Meeting.

2. The Contract Time is proposed to extend. The proposed adjustment, if any, is 12 days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
Page Southerland Page, Inc. **ARCHITECT** *(Firm name)*	Town of Addison Airport **OWNER** *(Firm name)*	JC Commercial, Inc. **CONTRACTOR** *(Firm name)*

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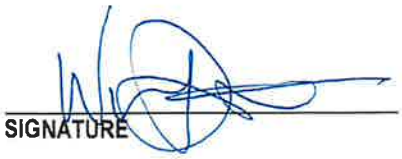	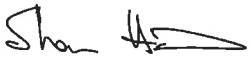	
SIGNATURE	SIGNATURE	SIGNATURE
Will Butler | Senior Associate	Shannon Hicks | Director of Public Works and Engineering Services	Scott Arthur | Vice President
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
9|29|2020	9/29/2020	10-1-20
DATE	DATE	DATE

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Construction Change Directive

PROJECT: *(name and address)* 417151 - Town of Addison Aiprort Customs and Border Patrol Facility 4545 Jimmy Doolittle Drive Addison, TX 75001	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 30, 2019	**CCD INFORMATION:** Directive Number: 002 Date: September 22, 2020
OWNER: *(name and address)* Town of Addison 16051 Addison Road Addison, TX 75001	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana Street, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* JC Commercial, Inc. 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Owner (Town of Addison) is directing the General Contractor (JC Commercial) to proceed with the construction and any modifications required to existing elements related to the following items contained in the attached proposal based on various RFI responses and ASI/PR issuances - See attached narrative for more background related to these changes.

Proposal #31 - Raco Wall Support ($1,078.23)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☒ Lump Sum increase of $1,078.23
   - ☐ Unit Price of $ per
   - ☐ Cost, as defined below, plus the following fee:
     (Insert a definition of, or method for determining, cost)
   - ☒ As follows: Value increase submitted and approved and any time extensions will be included in the next Change Order (CO #03) and submitted for approval to the Town of Addison Council at the next available Council Meeting.

2. The Contract Time is proposed to remain as-is. The proposed adjustment, if any, is N/A.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
Page Southerland Page, Inc. **ARCHITECT** *(Firm name)*	Town of Addison Airport **OWNER** *(Firm name)*	JC Commercial, Inc. **CONTRACTOR** *(Firm name)*

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Construction Change Directive

PROJECT: *(name and address)* 417151 - Town of Addison Aiprort Customs and Border Patrol Facility 4545 Jimmy Doolittle Drive Addison, TX 75001	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 30, 2019	**CCD INFORMATION:** Directive Number: 004 Date: September 22, 2020
OWNER: *(name and address)* Town of Addison 16051 Addison Road Addison, TX 75001	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana Street, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* JC Commercial, Inc. 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Owner (Town of Addison) is directing the General Contractor (JC Commercial) to proceed with the construction and any modifications required to existing elements related to the following items contained in the attached proposal based on various RFI responses and ASI/PR issuances - See attached narrative for more background related to these changes.

Proposal #41 - Additional Hardware for Door S2A ($886.60)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☒ Lump Sum increase of $886.60
   - ☐ Unit Price of $ per
   - ☐ Cost, as defined below, plus the following fee:
     (Insert a definition of, or method for determining, cost)
   - ☒ As follows: Value increase submitted and approved and any time extensions will be included in the next Change Order (CO #03) and submitted for approval to the Town of Addison Council at the next available Council Meeting.

2. The Contract Time is proposed to TBD. The proposed adjustment, if any, is TBD.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
Page Southerland Page, Inc. **ARCHITECT** *(Firm name)*	Town of Addison Airport **OWNER** *(Firm name)*	JC Commercial, Inc. **CONTRACTOR** *(Firm name)*

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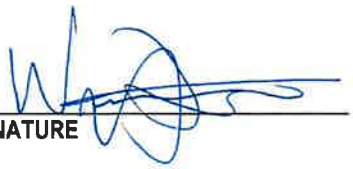	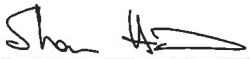	
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Construction Change Directive

PROJECT: *(name and address)* 417151 - Town of Addison Aiprort Customs and Border Patrol Facility 4545 Jimmy Doolittle Drive Addison, TX 75001	**CONTRACT INFORMATION:** Contract For: General Construction Date: September 30, 2019	**CCD INFORMATION:** Directive Number: 003 Date: September 22, 2020
OWNER: *(name and address)* Town of Addison 16051 Addison Road Addison, TX 75001	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana Street, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* JC Commercial, Inc. 1801 Lakepointe Drive, Suite 129 Lewisville, TX 75057

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Owner (Town of Addison) is directing the General Contractor (JC Commercial) to proceed with the construction and any modifications required to existing elements related to the following items contained in the attached proposal based on various RFI responses and ASI/PR issuances - See attached narrative for more background related to these changes.

Proposal #34 - Black Hinges ($2,677.03)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☒ Lump Sum increase of $2,677.03
   - ☐ Unit Price of $ per
   - ☐ Cost, as defined below, plus the following fee:
     (Insert a definition of, or method for determining, cost)
   - ☒ As follows: Value increase submitted and approved and any time extensions will be included in the next Change Order (CO #03) and submitted for approval to the Town of Addison Council at the next available Council Meeting.

2. The Contract Time is proposed to remain as-is. The proposed adjustment, if any, is N/A.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.		Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
Page Southerland Page, Inc. **ARCHITECT** *(Firm name)*	Town of Addison Airport **OWNER** *(Firm name)*	JC Commercial, Inc. **CONTRACTOR** *(Firm name)*

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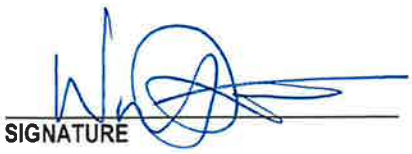	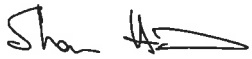	
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Council Meeting **20.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution to Adopt the Town of Addison Investment Policy for Fiscal Year 2020-2021.**

BACKGROUND:

The Public Funds Investment Act (PFIA) requires the Council to annually adopt the Town's Investment Policy. The document has been drafted to comply with all aspects of the PFIA. This policy applies to the investment and management of all funds of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer. The investment policy has the following priorities:

- Preservation and safety of principal
- Understanding the suitability of the investment to the financial requirements of the Town
- Liquidity
- Marketability of the investment if the need arises to liquidate the investment prior to maturity
- Diversification of the investment portfolio
- Yield

Finance staff, along with the Town's investment adviser, Hilltop Securities, determined that the following changes to the existing policy served the Town's best interest:

- Section III - Added investment strategies for each fund represented in the investment portfolio to better align with best practices.
- Section IV - Limiting bonding requirements to only the CFO and Controller.
- Section VII - Authorized Security Investments:
  - Paragraph D - Increased the maximum allowable maturity of Certificate's of Deposit from 3 years to 5 years
  - Paragraph E - Increased the maximum allowable maturity of Commercial Paper from 180 days to 270 days
  - Paragraph K - Increased the maximum allowable maturity of Other Obligations from 2 years to 5 years
  - Added Paragraph L - Obligations of states, agencies, counties, cities, and other political subdivisions of any state have been rated as to

investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent with a maturity not to exceed five (5) years from the date of purchase.

- Section VIII - Other Investment Guidelines:
  - Added the exception to competitive bidding to exclude government securities issued at par.
  - Added liquidation exemption for existing investments as follows: The Town is not required to liquidate investments that were authorized investments at the time of purchase. The Town shall consider the time remaining until maturity, the quality of the investment, and the quality and amounts of any collateral which may be security the investment in determining whether to hold the investment until maturity or to redeem the investment.
- Section IX - Extended the weighted average maturity of the investment portfolio from 18 to 24 months.
- Section X - Investment Limits:
  - Local Government Investment Pools - Increased the maximum allowable investment from 40 to 70 percent of total portfolio.
  - Municipal Bonds - Made the maximum allowable investment 50% of total portfolio whereas the previous investment policy was silent on the maximum level of investment.

The attached resolution includes the Town's Investment Policy in Exhibit A.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Fiscal Year 2020-2021 Investment Policy

Presentation - FY 2020-2021 Investment Policy

Hilltop Securities Investment Policy Letter

Investment Policy - Redline Version

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ADOPTING AN INVESTMENT STRATEGY FOR FISCAL YEAR 2020-2021; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Public Funds Investment Act ("PFIA") requires the City Council of the Town of Addison, Texas ("City") to annually review the City's investment strategy; and

WHEREAS, the City's investment advisor, Hilltop Securities Asset Management, has assisted City Staff with the development of the investment strategy that is attached to this Resolution; and

WHEREAS, the investment strategy has been drafted to comply with all aspects of the PFIA; and

WHEREAS, for Fiscal Year 2020-2021, City Staff is recommending changes to Section III to elaborate on the investment strategy for operating funds, debt service funds, and capital projects funds; Section IV to remove bonding requirements for investment officers other than the CFO and Controller; Section VII to amend maximum maturities of some investment types and allow investment in municipal bonds outside of the State of Texas; Section VIII regarding competitive bidding and liquidation requirements; Section IX to increase the maximum weighted average maturity of the portfolio; and Section X to increase the maximum allowable investment in Local Government Investment Pools and define the maximum allowable investment in municipal bonds; and

WHEREAS, the investment strategy has the following priorities (in order of importance):

- Understanding the suitability of the investment to the financial requirements of the City
- Preservation and safety of principal
- Liquidity
- Marketability of the investment if the need arises to liquidate the investment prior to maturity
- Diversification of the investment portfolio
- Yield.

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

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

SECTION 2. The City Council does hereby adopt and approve an investment strategy for Fiscal Year 2020-2021, attached hereto as **Exhibit A** and incorporated herein.

SECTION 3. This Resolution shall take effect upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020.***

TOWN OF ADDISON, TEXAS

_____

Joe Chow, Mayor

ATTEST:

_____

Irma Parker, City Secretary

APPROVED AS TO FORM:

_____

Brenda N. McDonald, City Attorney

EXHIBIT A

TOWN OF ADDISON

INVESTMENT POLICY

For

FY 2020-2021

TOWN OF ADDISON, TEXAS
INVESTMENT POLICY

I. SCOPE

The Public Funds Investment Act, Chapter 2256, Texas Government Code, prescribes that each Town is to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the Town's funds. This Policy shall not apply to the selection, retention or other issues concerning the depositories of the Town's funds in demand and time deposits as provided under Chapter 105 of the Local Government Code.

This Policy shall apply to the investment and management of all funds of the Town under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict. The Employees Deferred Compensation Agency Fund is excluded from coverage under this Policy.

This Policy also requires the formal adoption of an "Investment Strategy Statement" that specifically addresses each of the Town's fund groups. Each Investment Strategy Statement will describe its objectives concerning:

a. Suitability of investment type
b. Preservation and safety of principal
c. Liquidity
d. Marketability of each investment
e. Diversification of the portfolio
f. Yield

In order to make effective use of the Town's resources, all monies shall be pooled into one investment bank account, except for those monies required to be accounted for in other bank accounts as stipulated by applicable laws, bond covenants or contracts. The income derived from this pooled investment account shall be distributed in accordance with the Town's internal procedures.

II. OBJECTIVES

The Town's principal investment objectives in order of priority are:

1. Conformance with all Federal regulations, State of Texas statutes and other legal requirements including the Town Charter and Town Ordinances, including this Policy

2. Preservation of' capital and the protection of investment principal

3. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows

4. Diversification to avoid incurring unreasonable risks regarding securities owned

5. Attainment of a market rate of return equal to or higher than the performance measure established from time to time by the Chief Financial Officer of the Town which is commensurate with the acceptable risk and liquidity objectives of this Policy

III. INVESTMENT STRATEGY

The Town of Addison may maintain portfolios which utilize three specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the investment portfolios.

a. Operating funds shall have their primary objective to assure that anticipated cash outflows are matched with the adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium term securities which will complement each other in a laddered or barbell maturity structure.

b. Debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. If the annual debt service obligation is covered, then securities may be purchased that have a stated final maturity date which exceeds the debt service payment date.

c. Capital project funds shall have as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. These portfolios should have liquid securities to allow for unanticipated project expenditures or accelerated project outlays due to a better than expected or changed construction schedule. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

IV. DELEGATION OF AUTHORITY

The City Manager appoints the Chief Financial Officer (CFO) and the Chief Financial Officer's designee(s) as the "Investment Officers" of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer (hereinafter referred to as the "CFO"). The Investment Officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time and this Policy. The Investment Officers shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

With written approval from the City Manager, the CFO may delegate any phase of the investment management program to any of the Investment Officers. Such approval shall state specifically the functions such person is authorized to perform or that the person is authorized to perform all activities of the CFO under this Policy. The CFO and Controller shall obtain and maintain, at the Town's expense, fidelity bonds in amounts determined adequate by the CFO (which shall not be less than $250,000) for each fiscal year as shown by the approved budget. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the CFO. A current list of persons authorized to transact investment business and wire funds on behalf of the Town shall be maintained by the CFO.

The CFO shall develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the Town.

In the discretion of the City Council and in any event upon the termination or reassignment of any Investment Officer authorized to conduct transactions for the Town pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated by the CFO orally and in writing to each and every depository, broker/dealer, investment advisor, custodian and other agency or entity with whom the Town has any existing or continuing relationship in the management of its investments.

The CFO and all Investment Officers shall attend at least 10 hours of training relating to the treasurer's or officer's responsibilities within 12 months after taking office or assuming duties; and attend a training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 8 hours of training. Such training from an independent source shall be approved or endorsed by the Government Finance Officers Association, Government Finance Officers Association of Texas, Government Treasurers Organization of Texas, Texas Municipal League, or the North Central Texas Council of Governments to include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

V. INVESTMENT ADVISORS

The Town may, in the discretion of the CFO, and the approval of the City Council, appoint one or more Investment Advisors to assist the Town's financial staff in the management of the Town's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an Investment Advisor. To be eligible for consideration, an Investment Advisor shall demonstrate to the CFO knowledge of, and experience in, the management of public funds. The CFO will satisfy himself as to the Advisor's qualifications by all appropriate means, including reference checks with the Advisor's other clients, the State Securities Board and the Securities and Exchange Commission. An appointed Investment Advisor shall act solely in an advisor and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf ofthe Town.

Each Investment Advisor, appointed by the Town, shall agree that its investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

Appointment of an Investment Advisor shall otherwise be according to the Town's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the CFO, the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed five years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

VI. STANDARD OF CARE

As provided for in the Public Funds Investment Act, the standard of care for the Town's investments shall be that such "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The CFO and the Investment Officers shall recognize that the investment activities of the Town are a matter of public record.

The CFO and the Investment Officers, acting in accordance with written procedures and exercising the proper standard of care, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that this Policy and the CFO's procedures were followed. In determining whether the CFO or an Investment Officer has exercised the proper standard of care, all investments over which the individual had responsibility will be considered rather than a single investment.

VII. AUTHORIZED SECURITIES INVESTMENTS

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures or other agreements, (including but not limited to Chapter 2256 Texas Government Code, the Public Funds Investment Act), the following securities and deposits are the only ones permitted as investments for the Town's funds:

a. Direct obligations of the United States government with a maturity not to exceed five (5) years from the date of purchase; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).

b. Senior debt obligations with a maturity not to exceed five (5) years from the date of purchase issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities may be held as

collateral although principal-only and interest-only mortgage-backed securities as well as all types of collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

c. Bonds or other interest-bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government, or fully insured by the Federal Deposit Insurance Corporation (FDIC), with a stated maturity not to exceed five (5) years from the date of purchase.

d. Time Certificates of Deposit with a maturity not to exceed five (5) years from the date of purchase, secured by a combination of insurance from the Federal Deposit Insurance Corporation (FDIC) or its successor, and collateral as described in Section XV of this investment policy in depository institutions that have a main office or a branch office in the state of Texas which have been approved by the Town in accordance with Section XI of this Investment Policy.

In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured may be purchased through a broker that has its main office or a branch office in Texas and is selected from a list adopted by the City Council, or from a depository institution with its main office or branch office in Texas. The broker or depository shall act as the custodian for the various certificates on behalf of the Town.

e. Prime commercial paper with an original maturity of two hundred seventy (270) days or less which at the time of purchase, is rated at least:

A-1 by Standard & Poor's,
P-1 by Moody's
F1 by Fitch

(1) At the time of purchase, the commercial paper must be rated by at least two (2) of the above stated ratings agencies at the above stated minimum credit rating.

(2) If more than two (2) of the above stated agencies rates an issuer, all the rating agencies must rate the issuer in accordance with the above stated minimum credit criteria.

(3) If the commercial paper issuer has senior debt* outstanding, the senior debt must be rated by each service that publishes a rating of the issue at least:

A-1 by Moody's,
A+ by Standard and Poor's
A+ by Fitch

*Senior Debt is defined as the most senior secured or unsecured debt of an issuer with an original maturity exceeding one year.

f. Eligible Bankers Acceptances with original maturities not exceeding 180 days, issued on domestic banks operating under the banking laws of the United States, whose senior long-term debt is rated, at the time of purchase, A-1 or higher by Moody's, A+ by Standard and Poor's, or A+ by Fitch.

g. Repurchase agreements with a defined termination date of 90 days or less on U.S. Treasury and Federal Agency securities listed in items "a" and "c" above, collateralized initially at a minimum market value of 102% of the dollar value of the transaction, with the accrued interest accumulated on the collateral included in the calculation. An exception to the maturity may be made for bond proceeds, provided the repurchase agreement allows for multiple draws at the Town's discretion and the maturity date does not exceed the expected final expenditure date.

If the market value of the collateral falls below 101 percent the dollar value of the transaction, the collateral will be required to be brought up to the 102 percent initial maintenance level. A Repurchase Agreement is defined as a simultaneous agreement to buy, hold for 90 days or less, and then sell back an obligation described in item (g) above, the principal and interest of which are guaranteed by the United States.

Repurchase Agreements shall be entered into only with dealers who: 1) are recognized as primary reporting dealers with the Market Reports Division of the Federal Reserve Board of New York; and 2) have an executed, Town approved Master Repurchase Agreement. Collateral (purchased securities) shall be held by the Town's custodian bank or in a segregated account registered in the name of the Town of Addison with an approved third-party safekeeping agent and the market value of the collateral securities shall be marked-to-the market no less than weekly.

For the purpose of item "g" of this section, the term "collateral" shall mean "purchased securities" under the terms of the Town approved Master Repurchase Agreement. Collateral bearing no coupon will have a maturity not to exceed five (5) years. All other eligible collateral shall have a maturity limit of 10 years.

The term repurchase agreements include reverse repurchase agreements. The term of a reverse repurchase agreement shall not exceed 90 days and any investments acquired with the proceeds from the reverse repurchase agreement shall not exceed the term of that agreement.

h. Money Market Funds meeting the following criteria:

(h.1) Registered with, and regulated by the Securities and Exchange Commission;

(h.2) Providing the Town with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;

(h.3) Charging no commission fee on the purchase or sale of shares;

(h.4) Stating a fund objective to maintain a constant daily net asset value of $1.00 per share;

(h.5) Limiting fund assets to those securities listed in paragraphs "a", "b", "c" and "g" above; and

(h.6) Having a maximum stated maturity of 13 months and dollar weighted average portfolio maturity of not more than 60 days. A list of Town approved Money Market Funds shall be kept by the CFO.

i. State investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

j. Local investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

k. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States with a maturity not to exceed five (5) years from the date of purchase.

l. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent **with a maturity not to exceed five (5) years from the date of purchase.**

m. **Interest bearing bank deposits insured by the FDIC, National Credit Union Share Insurance Fund or secured by collateral or other means as outlined in Section XVI of this policy.**

VIII. OTHER INVESTMENT GUIDELINES

The Town seeks active management of its portfolio assets. In the effort of meeting the objectives of this Policy, the Town may from time to time sell securities that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the CFO before such a transaction is consummated. Sales of securities, yielding net proceeds less than 98 percent of the book value of the securities, must be approved in advance and in writing by both the City Manager and the CFO.

Each investment transaction must be based upon competitive quotations received from at least three (3) broker/dealers who have been approved by the Town in accordance with Texas law **except** for government securities purchased through a primary dealer at par.

The purchase and sale of all securities shall be on a delivery-versus-payment or payment-versus-delivery basis for securities purchases, monies will not be released by the Town's safekeeping bank until securities are received at the Federal Reserve Bank for further credit to the Town's safekeeping bank. In the case of securities sales, monies will be received by the Town's safekeeping bank via the Federal Reserve Bank, as the securities are simultaneously released to the purchaser). In this manner, the Town will always have possession of either its securities or its monies.

An investment that requires a minimum credit rating does not qualify as an AUTHORIZED SECURITIES INVESTMENT during the period the investment does not have the minimum credit rating even if the investment had the appropriate rating at the time of purchase. As stated in Section 2256.017 of the PFIA, the Town is not required to liquidate investments that were authorized investments at the time of purchase. The Town shall consider the time remaining until maturity, the quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining whether to hold the investment until maturity or to redeem the investment.

IX. PORTFOLIO MATURITIES

Maturities shall be selected which provide for both stability of income and reasonable liquidity.

At all times, the Town shall maintain 10 percent of its total investment portfolio in instruments maturing in 90 days or less. The weighted average maturity of all securities in the Town's total investment portfolio at any given time shall not exceed 24 months.

In the case of callable securities, the first "call" date may be used as the "maturity" date for investment purposes in this section if in the opinion of the CFO there is little doubt that the security will be called prior to maturity. At all times the stated final maturity shall be used in portfolio average life calculations and reported as outlined in this Policy.

Investment of bond proceeds shall be invested in the investment types listed in Section VI. "a", "b", "c", "h", "i", and "j" for a period of time not to exceed five (5) years. Additionally, bond proceeds may be invested in a repurchase agreement that exceeds 90 days if reductions are allowed from the agreement without penalty for legitimate bond proceeds expenditures and the final maturity is within the "temporary period" as defined by the Internal Revenue Service (this arrangement is commonly referred to as a "flexible repurchase agreement").

X. INVESTMENT LIMITS

It is the policy of the Town to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of securities, with the exception of U.S. Treasury issues listed in Section VI "a." The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets.

The Town will not exceed the following maximum limits as a percentage of the total portfolio for each of the categories listed below:

20 percent in Money Market Funds
50 percent in Certificates of Deposit
30 percent in Commercial Paper
30 percent in Bankers Acceptances
70 percent in Local Government Investment Pools
70 percent in State Government Investment Pools
70 percent in Instrumentality Securities
50 percent in Municipal Bonds

In addition to the limitations set forth above the Town's investment in any single money market fund shall never exceed 10 percent of the total assets of the money market fund.

The CFO and investment officers shall evaluate how each security purchased fits into the Town's overall investment strategy.

Bond proceeds shall be exempt from the maximum limitation stated above for State Government Pools, but only for the period of time required to develop a comprehensive draw-down schedule for the project for which the proceeds are intended, the maximum being 60 days, at which time the funds representing bond proceeds must be prudently diversified.

XI. SELECTION OF BROKER/DEALERS

The Town shall maintain a list of approved security broker/dealers maintaining minimum capital of $10,000,000 and being in business for at least five years. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). Securities may only be purchased from those authorized institutions and firms identified in the above list.

Broker/dealers and other financial institutions will be selected by the CFO on the basis of expected financial stability, experience in selling fixed income securities to other local governments as well as perceived ability to service the Town's account. Each broker/dealer authorized to conduct business with the Town, shall be required to submit a Broker/Dealer questionnaire as well as updated financial statements. In addition, all firms shall provide a detailed resume of the firm's primary sales representative, appropriate references and wiring instructions. The CFO shall maintain a file on each firm containing the most recent information.

The CFO shall review the quality of service and financial stability of each broker/dealer and financial institution approved under this Section at least annually. Any approved broker/dealer or financial institution may be removed from the list of approved broker/dealers with the approval of the CFO, if in the opinion of the CFO, the firm has not performed adequately, or its financial condition is considered inadequate. The City Council shall, at least annually, review, revise, and adopt the list of qualified broker/dealers and financial institutions which are authorized to engage in investment transactions with the Town.

All business organizations (specifically, local government investment pools and discretionary investment managers) eligible to transact investment business with the Town shall be presented a written copy of this Policy. The qualified representative of the business organization seeking to transact investment business with the Town shall execute a written instrument substantially to the effect that the qualified representative has:

1) Received and thoroughly reviewed this Policy, and

2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town.

The Town shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above. In addition, each Investment Advisor appointed by the Town shall execute the written instrument described above.

If the City Council has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of the Town. The advisor shall determine selection criteria. The advisor shall annually present a list of its authorized broker/dealers to the Town for review and likewise shall execute the aforementioned written instrument stating that the advisor has reviewed the Town's investment policy and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town. The advisor shall obtain and document competitive bids and offers on all transactions and present these to the Town as part of its standard trade documentation.

XII. SELECTION OF DEPOSITORIES

Certificates of Deposit (CD) may be placed with banking institutions doing business in the state of Texas which offer competitive and documented interest rates, both at or above interest rates available on government securities to similar maturity dates. All deposits exceeding the current FDIC deposit insurance amount shall be fully collateralized in order to be eligible as Town investments.

In addition to maintaining proper collateral, bank financial positions shall be considered to best assure prudent investment. Relevant criteria shall include capital ratios, liquidity, profitability and asset growth. Information sources for financial data may include www.bankrate.com and the FDIC website at www.fdic.gov. Because the financial condition of banks may change rapidly, primary focus shall be on maintaining adequate levels of collateral to support deposit amounts. If the Town utilizes the services of an investment advisor, the advisor shall assist in the evaluation of both the financial institution and assigned collateral.

XIII. SAFEKEEPING AND CUSTODY

Investment securities purchased for the Town will be delivered by either book entry or physical delivery and shall be held in third-party safekeeping by a Federal Reserve Member financial institution designated as the Town's safekeeping and custodian bank. The Town may designate more than one (1) custodian bank. In no event shall the Town's custodial or safekeeping institution also be the counterparty (broker or dealer) to the purchase or sale of those securities. The Town shall execute a written Safekeeping Agreement with each bank prior to utilizing the custodian's safekeeping services. Only a state or national bank located within the State of Texas may be utilized as a custodian of securities pledged to secure certificates of deposit. The safekeeping agreement must provide that the safekeeping bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security, as well as the Town's perfected interest.

The CFO shall maintain a list of designated custodian banks and a copy of the Safekeeping Agreement executed with each custodian bank.

The CFO must approve release of securities, in writing, prior to their removal from the custodial account. A telephonic facsimile of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission and an exact copy of the document is retained in the Town's files.

All securities shall be confirmed in the name of the Town and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the Town. The Custodian shall not otherwise deposit purchased or pledged securities. All book entry securities, owned by the Town, shall be evidenced by a safekeeping receipt issued to the Town and signed by the appropriate officer at the custodian bank stating that the securities are held in the Federal Reserve system in a CUSTOMER ACCOUNT naming the Town as the "customer". In addition, the custodian bank will, when requested, furnish a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be forwarded to the CFO or his designee and held in a secured file by the Town.

Securities delivered as part of a repurchase agreement may be held with an independent third-party safekeeping agent, provided that they are fully registered in the Town's name, segregated in account designated in the name of the Town and governed by a fully executed custodial agreement.

XIV. RECORDKEEPING AND REPORTING

A record shall be maintained of all bids and offerings for securities transactions in order to ensure that the Town receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the party instructed to execute the transaction, the date, a description of the transaction and a brief statement of the reason(s) for the transaction.

Each depository institution of the Town's funds and purchased securities shall maintain separate, accurate and complete records relating to all deposits of the Town's funds, the securities pledged to secure such deposits and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the Town, whether pledged, purchased or subject to repurchase agreement, as well as all transactions related to such securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the CFO's designee and the Town's auditors at any reasonable time.

At least once each quarter, the CFO or investment officers shall verify that all securities owned by the Town or pledged to the Town are held in safekeeping in the Town's custodial bank with proper documentation. At least annually the Town's investment program, including the records of custodians and depositories, shall be audited by independent certified public accountants selected by the City Council. This annual audit shall include a compliance audit of the management controls on investments and adherence to the Town's Investment Policy and strategies.

All broker/dealers, custodians, depositories, and investment advisors shall maintain complete records of all transactions that they conducted on behalf of the Town and shall make those records available for inspection by the CFO or other representatives designated by the City Council or City Manager.

All sales of securities for less than the book value of the security shall be approved by the CFO and reported to the City Council at the next regular meeting. Sales of securities for less than 98 percent of the book value of the securities must be approved by both the City Manager and the CFO.

All contracted Investment Advisors shall report at least monthly on the straight-line book value, the market value of investment holdings, and total earnings yield and such other information required by the CFO. Unrealized profits or losses in the Town's investment portfolio will be disclosed but will not be used in the calculation of income earned for the month. Contracted Investment Advisors shall provide monthly reports to the CFO no later than 15 business days following receipt of all depository bank statements, investment pool statements and money market fund statements as necessary to provide a full accounting of the Town's investment and cash position.

An investment report shall be prepared by the CFO within 60 days of the quarter end that:

a) Describes in detail the investment position of the Town;

b) States the reporting period beginning book and market values, additions or changes to the book and market values during the period and ending book and market values for the period of each pooled fund group;

c) States the reporting period beginning book and market value and ending book and market value for each investment security by asset type and fund type;

d) States the maturity date of each investment security;

e) States the fund for which each investment security was purchased;

f) States fully accrued interest for the reporting period;

g) States the compliance of the investment portfolio with the Town's Investment Policy, Investment Strategy Statement and the Public Funds Investment Act;

h) Summarizes quarterly transactions, including a detailed list of the gains and losses recognized; and

i) Explains the total earnings yield during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

This report will be presented to the City Council and signed by all of the Town's Investment Officers.

Market valuations of investments shall be provided by the Investment Advisor on a monthly basis. The Investment Advisor shall use independent market pricing sources including, but not limited to, Interactive Data Corporation (IDC) and Bloomberg, to monitor the market price of investments acquired with the Town's funds.

Within 60 days after the end of the Town's fiscal year the CFO shall prepare, sign and deliver to the City Manager and the City Council an annual report on the Town's investment program and investment activity which has also been signed by each officer and employee of the Town authorized to conduct any of the Town's investment activity. The annual report shall include full year earnings yield. Such annual report shall include an analysis of the compliance with this Policy as well as changes in applicable laws and regulations during the previous year and may include any other items of significance related to the investment program.

If the Town places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council.

XV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees of the Town involved in the investment process shall refrain from personal business activity that involves any of the Town's approved custodians, depositories, broker/dealers, or investment advisors and shall refrain from investing in any security issue held by the Town. Employees and officers shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the Town's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the Town particularly with regard to the timing of purchases and sales and shall keep confidential all investment advice obtained on behalf of the Town, and all transactions contemplated and completed by the Town, except when disclosure is required by law.

All Investment Officers of the Town shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with business organization seeking to sell investments to the Town or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the Town.

XVI. COLLATERAL REQUIREMENTS

Any and all deposits, including both principal as well as any and all interest that is directly applied to the security, shall be collateralized at the minimum margin of 102%, less applicable FDIC insurance, over the life of the security. Deposits shall be collateralized by securities listed in items "a", "b" and "c" below, and the collateral shall be held by a third-party custodian bank approved by the Town.

a. Direct obligations of the United States government; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).

b. Debt obligations issued by, including letter of credit, issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities are eligible as collateral, but principal-only and interest-only mortgage-backed securities and collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

c. Direct obligations of the State of Texas or its agencies or instrumentalities.

Consistent with the requirements of State law, the Town requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as Town depositories will be required to sign a Security Agreement with the Town and the Town's custodian. The agreement shall define the Town's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

a. The Agreement must be in writing;

b. The Agreement has to be executed by the Depository and the Town contemporaneously with the acquisition of the asset;

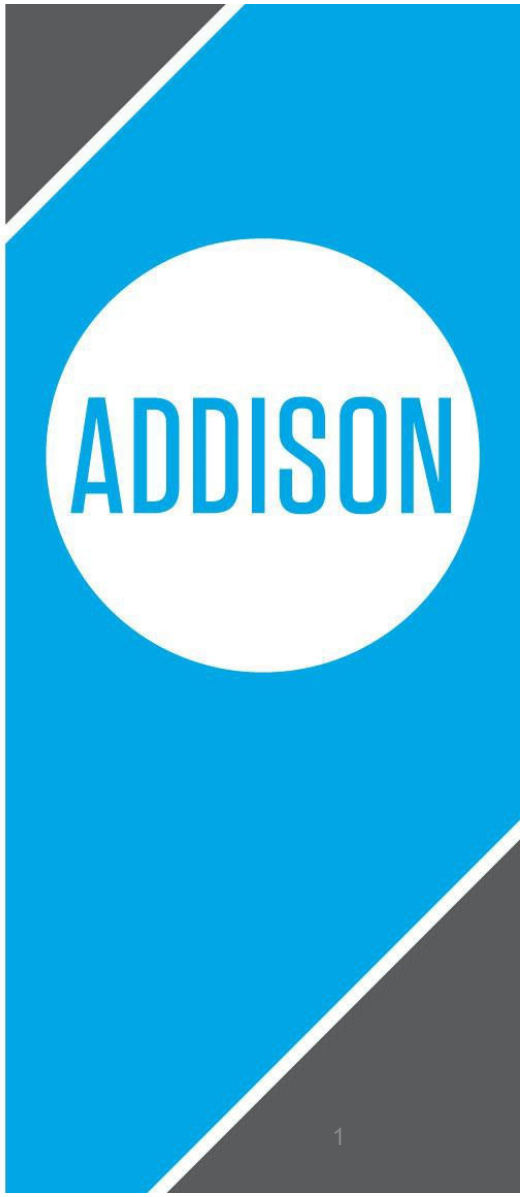
c. The Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the Town; and

d. The Agreement must be part of the Depository's "official record" continuously since its execution.

XVII. POLICY REVISIONS

The Investment Policy and Investment Strategy Statements will be reviewed at least annually by the CFO and the City Council and may be amended as conditions warrant by the City Council.

Investment Policy
Fiscal Year
2020-2021



Public Funds Investment Act Section 2256.005(d)

- Requires governing body review the Town's investment policy at least annually.

- Governing body should adopt a written instrument stating that it has reviewed the policy.

Management Responsibility

City Council delegates responsibility for management of investment program to the Chief Financial Officer.

Investment Program Priorities

- Preservation and safety of principal
- Understanding the suitability of the investment to the financial requirements of the Town
- Liquidity
- Marketability of the investment if the need arises to liquidate the investment prior to maturity
- Diversification of the investment portfolio
- Yield

Fiscal Year 2020-2021 Proposed Changes

- Section III – Investment Strategy
  - **Addition of Investment Strategies for each fund represented in the investment portfolio**
    - Operating funds
    - Debt service funds
    - Capital project funds

- Section IV – Delegation of Authority
  - **Limiting bonding requirements to only the CFO and Controller**
    - *"The CFO and Controller shall obtain and maintain, at the Town's expense, fidelity bonds in amounts determined adequate by the CFO (which shall not be less than $250,000) for each fiscal year as shown by the approved budget."*

Fiscal Year 2020-2021 Proposed Changes Cont.

- Section VII – Authorized Securities Investments
  - **Paragraph d (Certificate's of Deposit)**
    - Maximum maturity changed from 3 years to 5 years
  - **Paragraph e (Commercial Paper)**
    - Maximum maturity changed from 180 days to 270 days
  - **Paragraph k (Other Obligations)**
    - Maximum maturity changed from 2 years to 5 years
  - **Added Paragraph l (Municipal Bonds)**
    - *"Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent with a maturity not to exceed five (5) years from the date of purchase."*

Fiscal Year 2020-2021 Proposed Changes Cont.

- Section VIII – Other Investment Guidelines
  - **Competitive Bidding**
    - At least 3 competitive bids for all investment transactions except for government securities purchased at par.

  - **Exemption for Existing Investments**
    - *"The Town is not required to liquidate investments that were authorized investments at the time of purchase. The Town shall consider the time remaining until maturity, the quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining whether to hold the investment until maturity or to redeem the investment."*

Fiscal Year 2020-2021 Proposed Changes Cont.

- Section IX – Portfolio Maturities
  - **Weighted Average Maturity (WAM) for Pooled Fund Groups**
    - Extended WAM of the investment portfolio from 18 months to 24 months.

- Section X – Investment Limits
  - **Local Government Investment Pools**
    - Maximum level of investment changed from 40 to 70 percent of total portfolio
  - **Municipal Bonds**
    - Maximum level of investment is 50 percent of total portfolio
      (Note: The policy was previously silent on the maximum level of investment in municipal bonds)

Questions?

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Scott McIntyre, CFA
Managing Director

scott.mcintyre@hilltopsecurities.com

September 23, 2020

Mr. Steve Glickman
Chief Financial Officer
Town of Addison
PO Box 9010
Addison, TX 75001

Dear Steve:

As requested, Hilltop Securities Asset Management, LLC. ("HSAM") has performed its annual review of the Town of Addison (The "Town")'s written investment policy to determine compliance with the Texas Public Funds Investment Act (the "Act"), Texas Government Code, Chapter 2256. Our review was limited in scope, with the primary purpose being to evaluate conformity with the Act. We did not seek to ensure that all funds and procedures were addressed in the policy, nor have we reviewed compliance with the policy or internal controls of the Town.

We believe the FY 2020-2021 Addison investment policy, as presented, is in full compliance with the Texas Public Funds Investment Act.

Please contact me with any questions you might have regarding this review.
Sincerely,

Scott McIntyre, CFA
Senior Portfolio Manager

Cc: Ms. Amanda Turner
Mr. Benjamin Nguyen

TOWN OF ADDISON

INVESTMENT POLICY

For

FY 2020-2021

~~Revised and Adopted:~~

~~October 13, 2020~~

TOWN OF ADDISON, TEXAS
INVESTMENT POLICY

I. SCOPE

The Public Funds Investment Act, Chapter 2256, Texas Government Code, prescribes that each Town is to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the Town's funds. This Policy shall not apply to the selection, retention or other issues concerning the depositories of the Town's funds in demand and time deposits as provided under Chapter 105 of the Local Government Code.

This Policy shall apply to the investment and management of all funds of the Town under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict. The Employees Deferred Compensation Agency Fund is excluded from coverage under this Policy.

This Policy also requires the formal adoption of an "Investment Strategy Statement" that specifically addresses each of the Town's fund groups. Each Investment Strategy Statement will describe its objectives concerning:

a. Suitability of investment type
b. Preservation and safety of principal
c. Liquidity
d. Marketability of each investment
e. Diversification of the portfolio
f. Yield

In order to make effective use of the Town's resources, all monies shall be pooled into one investment bank account, except for those monies required to be accounted for in other bank accounts as stipulated by applicable laws, bond covenants or contracts. The income derived from this pooled investment account shall be distributed in accordance with the Town's internal procedures.

II. OBJECTIVES

The Town's principal investment objectives in order of priority are:

1. Conformance with all Federal regulations, State of Texas statutes and other legal requirements including the Town Charter and Town Ordinances, including this Policy

2. Preservation of' capital and the protection of investment principal

3. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows

4. Diversification to avoid incurring unreasonable risks regarding securities owned

5. Attainment of a market rate of return equal to or higher than the performance measure established from time to time by the Chief Financial Officer of the Town which is commensurate with the acceptable risk and liquidity objectives of this Policy

III. INVESTMENT STRATEGY

The Town of Addison may maintain portfolios which utilize three specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the investment portfolios.

a. Operating funds shall have their primary objective to assure that anticipated cash outflows are matched with the adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium term securities which will complement each other in a laddered or barbell maturity structure.

b. Debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. If the annual debt service obligation is covered, then securities may be purchased that have a stated final maturity date which exceeds the debt service payment date.

c. Capital project funds shall have as their primary objective to assure that anticipated cash outflows are matched with adequate investment liquidity. These portfolios should have liquid securities to allow for unanticipated project expenditures or accelerated project outlays due to a better than expected or changed construction schedule. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

~~III.~~IV. DELEGATION OF AUTHORITY

The City Manager appoints the Chief Financial Officer (CFO) and the Chief Financial Officer's designee(s) as the "Investment Officers" of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer (hereinafter referred to as the "CFO"). The Investment Officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time and this Policy. The Investment Officers shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

With written approval from the City Manager, the CFO may delegate any phase of the investment management program to any of the Investment Officers. Such approval shall state specifically the functions such person is authorized to perform or that the person is authorized to perform all activities of the CFO under this Policy. The CFO and Controller shall obtain and maintain, at the Town's expense, fidelity bonds ~~for himself and each of his designees~~ in amounts determined adequate by the CFO (which shall not be less than $250,000) for each fiscal year as shown by the approved budget. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the CFO. A current list of persons authorized to transact investment business and wire funds on behalf of the Town shall be maintained by the CFO.

The CFO shall develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the Town.

In the discretion of the City Council and in any event upon the termination or reassignment of any Investment Officer authorized to conduct transactions for the Town pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated by the CFO orally and in writing to each and every depository, broker/dealer, investment advisor**,** custodian and other agency or entity with whom the Town has any existing or continuing relationship in the management of its investments.

The CFO and all Investment Officers shall attend at least 10 hours of training relating to the treasurer's or officer's responsibilities within 12 months after taking office or assuming duties; and attend a training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 8 hours of training. Such training from an independent source shall be approved or endorsed by the Government Finance Officers Association, Government Finance Officers Association of Texas, Government Treasurers Organization of Texas, Texas Municipal League, or the North Central Texas Council of Governments to include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

~~IV.~~V. INVESTMENT ADVISORS

The Town may, in the discretion of the CFO, and the approval of the City Council, appoint one or more Investment Advisors to assist the Town's financial staff in the management of the Town's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an Investment Advisor. To be eligible for consideration, an Investment Advisor shall demonstrate to the CFO knowledge of, and experience in, the management of public funds. The CFO will satisfy himself as to the Advisor's qualifications by all appropriate means, including reference checks with the Advisor's other clients, the State Securities Board and the Securities and Exchange Commission. An appointed Investment Advisor shall act solely in an advisor and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the Town.

Each Investment Advisor, appointed by the Town, shall agree that its investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

Appointment of an Investment Advisor shall otherwise be according to the Town's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the CFO, the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed five years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

~~V.~~VI. STANDARD OF CARE

As provided for in the Public Funds Investment Act, the standard of care for the Town's investments shall be that such "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The CFO and the Investment Officers shall recognize that the investment activities of the Town are a matter of public record.

The CFO and the Investment Officers, acting in accordance with written procedures and exercising the proper standard of care, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that this Policy and the CFO's procedures were followed. In determining whether the CFO or an Investment Officer has exercised the proper standard of care, all investments over which the individual had responsibility will be considered rather than a single investment.

~~VI.~~VII. AUTHORIZED SECURITIES INVESTMENTS

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures or other agreements, (including but not limited to Chapter 2256 Texas Government Code, the Public Funds Investment Act), the following securities and deposits are the only ones permitted as investments for the Town's funds:

a. Direct obligations of the United States government with a maturity not to exceed five (5) years from the date of purchase; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).

b. Senior debt obligations with a maturity not to exceed five (5) years from the date of purchase issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment:

Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities may be held as collateral although principal-only and interest-only mortgage-backed securities as well as all types of collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

c. Bonds or other interest-bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government, or fully insured by the Federal Deposit Insurance Corporation (FDIC), with a stated maturity not to exceed five (5) years from the date of purchase.

d. Time Certificates of Deposit with a maturity not to exceed ~~three~~ five (5~~3~~) years from the date of purchase, secured by a combination of insurance from the Federal Deposit Insurance Corporation (FDIC) or its successor, and collateral as described in Section XV of this investment policy in depository institutions that have a main office or a branch office in the state of Texas which have been approved by the Town in accordance with Section XI of this Investment Policy.

In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured may be purchased through a broker that has its main office or a branch office in Texas and is selected from a list adopted by the City Council, or from a depository institution with its main office or branch office in Texas. The broker or depository shall act as the custodian for the various certificates on behalf of the Town.

e. Prime commercial paper with an original maturity of ~~one hundred eighty~~two hundred seventy (27~~18~~0) days or less which at the time of purchase, is rated at least**:**

A-1 by Standard & Poor's,
P-1 by Moody's
F1 by Fitch

(1) At the time of purchase, the commercial paper must be rated by at least two (2) of the above stated ratings agencies at the above stated minimum credit rating.

(2) If more than two (2) of the above stated agencies rates an issuer, all the rating agencies must rate the issuer in accordance with the above stated minimum credit criteria.

(3) If the commercial paper issuer has senior debt* outstanding, the senior debt must be rated by each service that publishes a rating of the issue at least:

A-l by Moody's,
A+ by Standard and Poor's
A+ by Fitch

*Senior Debt is defined as the most senior secured or unsecured debt of an issuer with an original maturity exceeding one year.

~~If the commercial paper issuer is given a "plus (+) rating", the maximum maturity of 270 days or less will be allowed.~~

f. Eligible Bankers Acceptances with original maturities not exceeding 180 days, issued on domestic banks operating under the banking laws of the United States, whose senior long-term debt is rated, at the time of purchase, A-l or higher by Moody's, A+ by Standard and Poor's, or A+ by Fitch.

g. Repurchase agreements with a defined termination date of 90 days or less on U.S. Treasury and Federal Agency securities listed in items "a" and "c" above, collateralized initially at a minimum market value of 102% of the dollar value of the transaction, with the accrued interest accumulated on the collateral included in the calculation. An exception to the maturity may be made for bond proceeds, provided the repurchase agreement allows for multiple

draws at the Town's discretion and the maturity date does not exceed the expected final expenditure date.

If the market value of the collateral falls below 101 percent the dollar value of the transaction, the collateral will be required to be brought up to the 102 percent initial maintenance level. A Repurchase Agreement is defined as a simultaneous agreement to buy, hold for 90 days or less**,** and then sell back an obligation described in item (g) above**,** the principal and interest of which are guaranteed by the United States.

Repurchase Agreements shall be entered into only with dealers who: 1) are recognized as primary reporting dealers with the Market Reports Division of the Federal Reserve Board of New York; and 2) have an executed, Town approved Master Repurchase Agreement. Collateral (purchased securities) shall be held by the Town's custodian bank or in a segregated account registered in the name of the Town of Addison with an approved third-party safekeeping agent and the market value of the collateral securities shall be marked-to-the market no less than weekly.

For the purpose of item "g" of this section, the term "collateral" shall mean "purchased securities" under the terms of the Town approved Master Repurchase Agreement. Collateral bearing no coupon will have a maturity not to exceed five (5) years. All other eligible collateral shall have a maturity limit of 10 years.

The term repurchase agreements include reverse repurchase agreements. The term of a reverse repurchase agreement shall not exceed 90 days and any investments acquired with the proceeds from the reverse repurchase agreement shall not exceed the term of that agreement.

h. Money Market Funds meeting the following criteria:

(h.1) Registered with, and regulated by the Securities and Exchange Commission;

(h.2) Providing the Town with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;

(h.3) Charging no commission fee on the purchase or sale of shares;

(h.4) Stating a fund objective to maintain a constant daily net asset value of $1.00 per share;

(h.5) Limiting fund assets to those securities listed in paragraphs "a", "b", "c" and "g" above; and

(h.6) Having a maximum stated maturity of 13 months and dollar weighted average portfolio maturity of not more than 60 days. A list of Town approved Money Market Funds shall be kept by the CFO.

i. State investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

j. Local investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

~~k. Direct obligations of the State of Texas or its agencies rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a maturity not to exceed two (2)~~five (5)~~ years from the date of purchase.~~

~~l.~~k. Other obligations**,** the principal of and interest on which are unconditionally guaranteed or insured by the State of
Texas or the United States with a maturity not to exceed ~~two (2)~~five (5) years from the date of purchase.

l. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less

than "A" or its equivalent with a maturity not to exceed five (5) years from the date of purchase.

m. Interest bearing bank deposits insured by the FDIC or National Credit Union Share Insurance Fund.

~~VII.~~VIII. OTHER INVESTMENT GUIDELINES

The Town seeks active management of its portfolio assets. In the effort of meeting the objectives of this Policy, the Town may from time to time sell securities that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the CFO before such a transaction is consummated. Sales of securities, yielding net proceeds less than 98 percent of the book value of the securities, must be approved in advance and in writing by both the City Manager and the CFO.

Each investment transaction must be based upon competitive quotations received from at least three (3) broker/dealers who have been approved by the Town in accordance with Texas law except for government securities purchased ~~at issue~~ through a primary dealer at ~~auction price~~par.

The purchase and sale of all securities shall be on a delivery-versus-payment or payment-versus-delivery basis for securities purchases, monies will not be released by the Town's safekeeping bank until securities are received at the Federal Reserve Bank for further credit to the Town's safekeeping bank. In the case of securities sales, monies will be received by the Town's safekeeping bank via the Federal Reserve Bank, as the securities are simultaneously released to the purchaser). In this manner, the Town will always have possession of either its securities or its monies.

An investment that requires a minimum credit rating does not qualify as an AUTHORIZED SECURITIES INVESTMENT during the period the investment does not have the minimum credit rating even if the investment had the appropriate rating at the time of purchase. ~~The Investment Officers shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating. However,~~ As~~s~~ stated in Section 2256.017 of the PFIA, the Town is not required to liquidate investments that were authorized investments at the time of purchase. The Town shall consider the time remaining until maturity, the quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining whether to hold the investment until maturity or to redeem the investment.

~~VIII.~~IX. PORTFOLIO MATURITIES

Maturities shall be selected which provide for both stability of income and reasonable liquidity.

At all times, the Town shall maintain 10 percent of its total investment portfolio in instruments maturing in 90 days or less. The weighted average maturity of all securities ~~and certificates of deposit~~ in the Town's total investment portfolio at any given time ~~(not including cash or demand deposits)~~ shall not exceed 24~~18~~ months.

In the case of callable securities, the first "call" date may be used as the "maturity" date for investment purposes in this section if in the opinion of the CFO there is little doubt that the security will be called prior to maturity. At all times the stated final maturity shall be used in portfolio average life calculations and reported as outlined in this Policy.

Investment of bond proceeds shall be invested in the investment types listed in Section VI. "a", "b", "c", "h", "i", and "j" for a period of time not to exceed five (5) years. Additionally, bond proceeds may be invested in a repurchase agreement that exceeds 90 days if reductions are allowed from the agreement without penalty for legitimate bond proceeds expenditures and the final maturity is within the "temporary period" as defined by the Internal Revenue Service (this arrangement is commonly referred to as a "flexible repurchase agreement").

~~IX.~~X. INVESTMENT LIMITS

It is the policy of the Town to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of securities, with the exception of U.S. Treasury issues listed in Section VI **"**a." The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets.

The Town will not exceed the following maximum limits as a percentage of the total portfolio for each of the categories listed below:

20 percent in Money Market Funds
~~as outlined in Section VI "h"~~ 50 percent in Certificates of Deposit
30 percent in Commercial Paper
30 percent in Bankers Acceptances
740 percent in Local Government Investment Pools ~~as authorized in Section VI "h" and "j" 70~~
70 percent in State Government Investment Pools ~~as authorized in Section VI "i"~~
70 percent in Instrumentality Securities ~~described in Section VI "b""~~
50 percent in Municipal Bonds

In addition to the limitations set forth above the Town's investment in any single money market fund shall never exceed 10 percent of the total assets of the money market fund.

The CFO and investment officers shall evaluate how each security purchased fits into the Town's overall investment strategy.

Bond proceeds shall be exempt from the maximum limitation stated above for State Government Pools, but only for the period of time required to develop a comprehensive draw-down schedule for the project for which the proceeds are intended, the maximum being 60 days, at which time the funds representing bond proceeds must be prudently diversified.

~~X.~~XI. SELECTION OF BROKER/DEALERS

The Town shall maintain a list of approved security broker/dealers maintaining minimum capital of $10,000,000 and being in business for at least five years. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). Securities may only be purchased from those authorized institutions and firms identified in the above list.

Broker/dealers and other financial institutions will be selected by the CFO on the basis of expected financial stability, experience in selling fixed income securities to other local governments as well as perceived ability to service the Town's account. Each broker/dealer authorized to conduct business with the Town, shall be required to submit a Broker/Dealer questionnaire as well as updated financial statements. In addition, all firms shall provide a detailed resume of the firm's primary sales representative, appropriate references and wiring instructions. The CFO shall maintain a file on each firm containing the most recent information.

The CFO shall review the quality of service and financial stability of each broker/dealer and financial institution approved under this Section at least annually. Any approved broker/dealer or financial institution may be removed from the list of approved broker/dealers with the approval of the CFO, if in the opinion of the CFO, the firm has not performed adequately, or its financial condition is considered inadequate. The City Council shall, at least annually, review, revise, and adopt the list of qualified broker/dealers and financial institutions which are authorized to engage in investment transactions with the Town.

All business organizations (specifically, local government investment pools and discretionary investment managers) eligible to transact investment business with the Town shall be presented a written copy of this Policy. The qualified representative of the

business organization seeking to transact investment business with the Town shall execute a written instrument substantially to the effect that the qualified representative has:

1) Received and thoroughly reviewed this Policy, and

2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town.

The Town shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above. In addition, each Investment Advisor appointed by the Town shall execute the written instrument described above.

If the City Council has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of the Town. The advisor shall determine selection criteria. The advisor shall annually present a list of its authorized broker/dealers to the Town for review and likewise shall execute the aforementioned written instrument stating that the advisor has reviewed the Town's investment policy and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town. The advisor shall obtain and document competitive bids and offers on all transactions and present these to the Town as part of its standard trade documentation.

~~XI.~~XII. SELECTION OF DEPOSITORIES

Certificates of Deposit (CD) may be placed with banking institutions doing business in the state of Texas which offer competitive and documented interest rates, both at or above interest rates available on government securities to similar maturity dates. All deposits exceeding the current FDIC deposit insurance amount shall be fully collateralized in order to be eligible as Town investments.

In addition to maintaining proper collateral, bank financial positions shall be considered to best assure prudent investment. Relevant criteria shall include capital ratios, liquidity, profitability and asset growth. Information sources for financial data may include www.bankrate.com and the FDIC website at www.fdic.gov. Because the financial condition of banks may change rapidly, primary focus shall be on maintaining adequate levels of collateral to support deposit amounts. If the Town utilizes the services of an investment advisor, the advisor shall assist in the evaluation of both the financial institution and assigned collateral.

~~XII.~~XIII. SAFEKEEPING AND CUSTODY

Investment securities purchased for the Town will be delivered by either book entry or physical delivery and shall be held in third-party safekeeping by a Federal Reserve Member financial institution designated as the Town's safekeeping and custodian bank. The Town may designate more than one (1) custodian bank. In no event shall the Town's custodial or safekeeping institution also be the counterparty (broker or dealer) to the purchase or sale of those securities. The Town shall execute a written Safekeeping Agreement with each bank prior to utilizing the custodian's safekeeping services. Only a state or national bank located within the State of Texas may be utilized as a custodian of securities pledged to secure certificates of deposit. The safekeeping agreement must provide that the safekeeping bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security, as well as the Town's perfected interest.

The CFO shall maintain a list of designated custodian banks and a copy of the Safekeeping Agreement executed with each custodian bank.

The ~~Town~~ CFO must approve release of securities, in writing, prior to their removal from the custodial account. A telephonic facsimile of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission and an exact copy of the document is retained in the Town's files.

All securities shall be confirmed in the name of the Town and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the Town. The Custodian shall not otherwise deposit purchased or pledged securities. All book entry securities, owned by the Town, shall be evidenced by a safekeeping receipt issued to the Town and signed by the appropriate officer at the custodian bank stating that the securities are held in the Federal Reserve system in a CUSTOMER ACCOUNT naming the Town as the "customer". In addition, the custodian bank will, when requested, furnish a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be forwarded to the CFO or his designee and held in a secured file by the Town.

Securities delivered as part of a repurchase agreement may be held with an independent third-party safekeeping agent, provided that they are fully registered in the Town's name, segregated in account designated in the name of the Town and governed by a fully executed custodial agreement.

~~XIII.~~XIV. RECORDKEEPING AND REPORTING

A record shall be maintained of all bids and offerings for securities transactions in order to ensure that the Town receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the party instructed to execute the transaction, the date, a description of the transaction and a brief statement of the reason(s) for the transaction.

Each depository institution of the Town's funds and purchased securities shall maintain separate, accurate and complete records relating to all deposits of the Town's funds, the securities pledged to secure such deposits and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the Town, whether pledged, purchased or subject to repurchase agreement, as well as all transactions related to such securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the CFO's designee and the Town's auditors at any reasonable time.

At least once each quarter, the CFO or investment officers shall verify that all securities owned by the Town or pledged to the Town are held in safekeeping in the Town's custodial bank with proper documentation. At least annually the Town's investment program, including the records of custodians and depositories, shall be audited by independent certified public accountants selected by the City Council. This annual audit shall include a compliance audit of the management controls on investments and adherence to the Town's Investment Policy and strategies.

All broker/dealers, custodians, depositories, and investment advisors shall maintain complete records of all transactions that they conducted on behalf of the Town and shall make those records available for inspection by the CFO or other representatives designated by the City Council or City Manager.

All sales of securities for less than the book value of the security shall be approved by the CFO and reported to the City Council at the next regular meeting. Sales of securities for less than 98 percent of the book value of the securities must be approved by both the City Manager and the CFO.

All contracted Investment Advisors shall report at least monthly on the straight-line book value, the market value of investment holdings, and total earnings yield and such other information required by the CFO. Unrealized profits or losses in the Town's investment portfolio will be disclosed but will not be used in the calculation of income earned for the month. Contracted Investment Advisors shall provide monthly reports to the CFO no later than 15 business days following receipt of all depository bank statements, investment pool statements and money market fund statements as necessary to provide a full accounting of the Town's investment and cash position.

An investment report shall be prepared by the CFO within 60 days of the quarter end that:

a) Describes in detail the investment position of the Town;

b) States the reporting period beginning book and market values, additions or changes to the book and market values during the period and ending book and market values for the period of each pooled fund group;

c) States the reporting period beginning book and market value and ending book and market value for each investment security by asset type and fund type;

d) States the maturity date of each investment security;

e) States the fund for which each investment security was purchased;

f) States fully accrued interest for the reporting period;

g) States the compliance of the investment portfolio with the Town's Investment Policy, Investment Strategy Statement and the Public Funds Investment Act;

h) Summarizes quarterly transactions, including a detailed list of the gains and losses recognized; and

i) Explains the total earnings yield during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

This report will be presented to the City Council and signed by all of the Town's Investment Officers.

Market valuations of investments shall be provided by the Investment Advisor on a monthly basis. The Investment Advisor shall use independent market pricing sources including, but not limited to, Interactive Data Corporation (IDC) and Bloomberg, to monitor the market price of investments acquired with the Town's funds.

Within 60 days after the end of the Town's fiscal year the CFO shall prepare, sign and deliver to the City Manager and the City Council an annual report on the Town's investment program and investment activity which has also been signed by each officer and employee of the Town authorized to conduct any of the Town's investment activity. The annual report shall include full year earnings yield. Such annual report shall include an analysis of the compliance with this Policy as well as changes in applicable laws and regulations during the previous year and may include any other items of significance related to the investment program.

If the Town places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council.

~~XIV.~~XV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees of the Town involved in the investment process shall refrain from personal business activity that involves any of the Town's approved custodians, depositories, broker/dealers, or investment advisors and shall refrain from investing in any security issue held by the Town. Employees and officers shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the Town's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the Town particularly with regard to the timing of purchases and sales and shall keep confidential all investment advice obtained on behalf of the Town, and all transactions contemplated and completed by the Town, except when disclosure is required by law.

All Investment Officers of the Town shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with business organization seeking to sell investments to the Town or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the Town.

~~XV.~~XVI. COLLATERAL REQUIREMENTS

Any and all deposits, including both principal as well as any and all interest that is directly applied to the security, shall be collateralized at the minimum margin of 102%, less applicable FDIC insurance, over the life of the security. Deposits shall be collateralized by securities listed in items "a", "b" and "c" below, and the collateral shall be held by a third-party custodian bank approved by the Town.

a. Direct obligations of the United States government; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).

b. Debt obligations issued by, including letter of credit, issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities are eligible as collateral, but principal-only and interest-only mortgage-backed securities and collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

c. Direct obligations of the State of Texas or its agencies or instrumentalities.

Consistent with the requirements of State law, the Town requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as Town depositories will be required to sign a Security Agreement with the Town and the Town's custodian. The agreement shall define the Town's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

a. The Agreement must be in writing;

b. The Agreement has to be executed by the Depository and the Town contemporaneously with the acquisition of the asset;

c. The Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the Town; and

d. The Agreement must be part of the Depository's "official record" continuously since its execution.

~~XVI.~~XVII. POLICY REVISIONS

The Investment Policy and Investment Strategy Statements will be reviewed at least annually by the CFO and the City Council and may be amended as conditions warrant by the City Council.

Council Meeting **21.**

Meeting Date: 10/13/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution to Approve Texas Cooperative Liquid Assets Securities System (Texas CLASS) as an Authorized Investment.**

BACKGROUND:

Texas CLASS is an investment pool option that utilizes all eligible investments as defined by the Public Funds Investment Act (PFIA). Texas CLASS may invest in any or all of the legal investments specified in Sections through 2256.016, of the Act. Such investments may include the following:

- U.S. Treasury Bills, Notes, and Bonds
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities
- State and local government obligations (subject to limitation)
- Certificates of Deposits of a State or National Bank domiciled in the State of Texas guaranteed or insured by the FDIC, that meet the requirements of the Act
- Bankers' Acceptances
- Mutual Funds
- Repurchase Agreements
- Highly Rated Commercial Paper
- Guaranteed Investment Contracts

All investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority: (1) preservation and safety of principal; (2) liquidity; and (3) yield.

RECOMMENDATION:

Administration recomments approval.

Attachments

Resolution - Texas Class 2020
Texas CLASS Information Statement
Texas CLASS Trust Agreement
Texas CLASS Registration Packet

RESOLUTION NO. R20-___

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING TEXAS COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM ("TEXAS CLASS") AS AN AUTHORIZED INVESTMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the "Act") requires the governing body of each local government in Texas to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the City Council of the Town of Addison, Texas (the "City Council") has previously reviewed and adopted an investment policy (the "Policy") that provides in part that the funds of the Town of Addison will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the City Council has appointed Steven Glickman (the "Investment Officer") to act as the Investment Officer of the Town of Addison; and

WHEREAS, the Act provides that funds under the control of the Town of Addison may be invested through an eligible investment pool meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Town of Addison has received and reviewed the Texas Cooperative Liquid Assets Securities System ("Texas CLASS") Information Statement dated December 2016, summarizing the Texas CLASS Trust Agreement and Program (the "Program"), and has determined it to be an eligible investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Town of Addison has determined the Program's proposed investments are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Town of Addison has determined that an investment in the Program will assist the Town of Addison in achieving the goals set forth in the Policy and preclude imprudent investment activities arising out of investment transactions conducted between the Town of Addison and Public Trust Advisors, LLC, as the administrator of the Program (the "Administrator"); and

WHEREAS, the Town of Addison understands that the Program operates through the Eighth Amended and Restated Trust Agreement, dated April 8, 2019 (the "Trust Agreement"), providing the terms under which the Program will operate, the rights of the Program participants

and sets forth responsibilities for both the Administrator and those of Wells Fargo Bank as the custodian (the "Custodian");

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. That the timely presented form, terms, and provisions of the Trust Agreement, which provide for the creation of the Program, for the rights of the Program participants and for the duties and responsibilities of the Administrator, are hereby approved and adopted; and that the Investment Officer, on behalf of the Town of Addison, is hereby authorized and directed to execute and deliver, to the Administrator and to the Custodian, a participation certificate evidencing the Town of Addison's intent to be bound by the terms of the Trust Agreement.

SECTION 3. That the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Town of Addison and the Administrator.

SECTION 4. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***OCTOBER 2020*.**

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

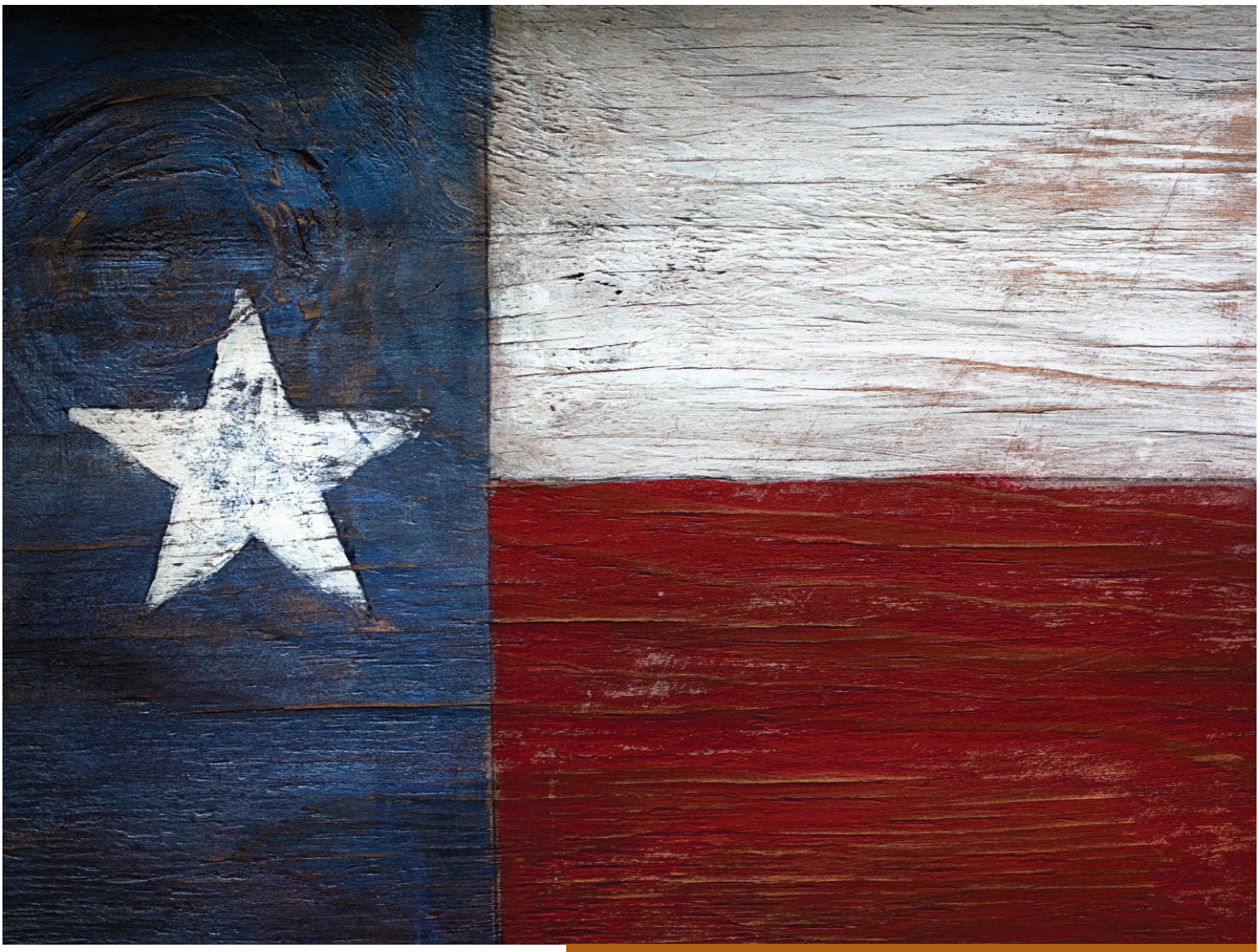
APPROVED AS TO FORM:

_____
Brenda N. McDonald, City Attorney





Texas Cooperative Liquid Assets Securities System



December, 2016

Texas CLASS®

Information Statement

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Texas CLASS Information Statement, December 2016

No person or entity has been authorized to give any information or to make any representations other than those contained in this Information Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by Texas CLASS, its Board of Trustees, the Investment Advisor or any agent of Texas CLASS or the Board of Trustees.

Each potential Participant is given a copy of the Trust Agreement and this Information Statement before becoming a Participant in Texas CLASS. This Information Statement contains a summary of the Trust Agreement. This summary is qualified in its entirety by reference to the full text of the Trust Agreement. All potential Participants are encouraged to read the Trust Agreement in its entirety for more complete information regarding the program.

Additional information that is a required part of this Information Statement is included in the monthly Program Statements furnished to each Participant. The Information Statement will be updated through supplemental material and may be used only if it is accompanied by such information.

PART 1
Overview of Trust Agreement and Program

Part I of this Information Statement contains certain information about the operation and policies of Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS). The parties to the Trust Agreement are Texas local government entities that choose to participate (the "*Participants*"), Public Trust Advisors, LLC as Program Administrator (the "*Program Administrator*"), and Wells Fargo Bank, NA as Custodian (the "*Custodian*").

A. Participant Investments

The purpose of the Trust is to establish one or more investment funds through which a Participant may pool any of its funds or funds under its control in order to preserve principal, to maintain the liquidity of the Participant, and to maximize yield in accordance with the Public Funds Investment Act (the "Act"), Section 2256.01, et seq., Texas Government Code, or other laws of the State of Texas, from time to time in effect, governing the investment of funds of a Participant or funds under its control. The Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and withdrawal of local government funds.

As of December 1, 2016, the Trust has two investment fund options:

1) **Texas CLASS** is an investment option that utilizes all eligible investments as defined by the Public Funds Investment Act (PFIA). Refer to the Texas CLASS Investment Policy for a complete listing of eligible investments.

2) **Texas CLASS Government** is an investment option that utilizes only investments that are backed or collateralized with U.S. Treasury or U.S. Government Agency obligations. Refer to the Texas CLASS Investment Policy for complete listing of the eligible investments for Texas CLASS Government.

With the exception of their respective eligible investments, the terms and conditions are the same for each fund. Therefore, unless otherwise noted, for the purposes of this Information Statement, the two investment options shall be referred to as the "Funds".

Under the Trust Agreement, there are four general objectives of the Trust: (i) Legality - investing only in investments legally permitted under Texas law; (ii) Safety - minimizing risk by managing portfolio investments so as to preserve principal, maintain a stable net asset value, and maintain the highest rating for the Funds from a nationally recognized statistical rating organization for so long as such rating is required by Texas law; (iii) Liquidity - managing portfolio investments to ensure that cash will be available as required to finance Participants' operations; and (iv) Yield - maximizing current income to the degree consistent with legality, safety, and liquidity.

Eligible Participants are any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of State government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken the actions required by Section 2256.016 of the Act and that has executed either the Trust Agreement or a counterpart of the Trust Agreement or a participation certificate. Any local government entity that becomes a Participant has the same rights and obligations under the Trust Agreement as other Participants.

Each Participant shall have the right to invest funds for credit to such Participant's account. There is no minimum amount that must be invested pursuant to the Trust Agreement, nor is there any limitation on the aggregate amount of funds that any Participant may invest at one time. Similarly, each Participant has the right from time to time to request payment of an amount equal to or less than the amount of funds in the Participant's account. Subject to meeting the daily times for giving notice, which may be adjusted by the Program Administrator, there is no limitation on the period of time that funds may be invested through the Trust prior to such payment. Upon receipt of any payment request, the Program Administrator notifies the Custodian of the payment request from a Participant and the requested amount is paid by the Custodian to, or on behalf of, such Participant not later than the next business day, subject only to certain calamities or crises that may affect the financial markets of the United States, as specified in the Trust Agreement.

Any Participant may withdraw from the Trust Agreement at any time without penalty upon written notice to the Program Administrator, who will notify the Custodian and the Board of Trustees upon receipt of such notice. The withdrawal becomes effective when the Participant's account is equal to zero. If any Participant breaches any material covenants contained in the Trust Agreement or if any of its representations cease to be true, it shall be deemed to have given notice of withdrawal.

Each Participant must designate a representative to act for the Participant under the Trust Agreement for all purposes, including the giving of consent on behalf of the Participant and receiving notice on behalf of the Participant. Pursuant to Section 2256.005 of the Act, such representative must be the investment officer that is empowered by the charter, ordinances, and any local regulation to direct the investments for such Participant. Such representative is not required to devote the representative's entire time to duties under the Trust Agreement.

Such representative shall be the official responsible for the investment of funds into the Trust and all payments made from the Trust for the Participant represented by such representative. In making investment and payment requests, each representative should use judgment and care to achieve the following objectives in the indicated order: (i) preservation and safety of principal, (ii) liquidity, and (iii) yield.

B. Trustees and Board of Trustees; Advisory Board

Pursuant to the Trust Agreement the Trust is supervised by a Board of Trustees, each of whom is elected by the Participants. The Board of Trustees (the "Board") supervises the Trust and its affairs and acts as the liaison between the Participants, the Custodian and the Program Administrator. The Board administers the affairs of the Trust and enters into contracts and agreements on behalf of the Trust in order to effectuate the terms of the Trust Agreement. It also selects the consultants for Texas CLASS, including the Program Administrator and the Custodian, subject to the terms of the Trust Agreement.

The Board of Trustees is selected at the annual meeting of the Participants. Any representative may be nominated as a Trustee. The number of Trustees to be selected shall be determined by the Participants at such meeting and shall be an odd number of three (3) or more. The current list of Trustees is available at www.texasclass.com/board.

The expenses of each Participant to attend the annual meeting are borne by each Participant. The reasonable out-of-pocket expenses of the Trustees incurred in performing their duties and attending meetings of the Board of Trustees are expenses of the Trust.

Pursuant to Section 2256.016(g)(2), the Board of Trustees has appointed an Advisory Board composed of Participants and other persons who do not have a business relationship with the Trust, but are qualified to advise the Trust. The Advisory Board provides advice to the Board of Trustees and the Program Administrator about the Investment Policy and Investment Strategy of the Trust and about other matters as requested by the Board and the Program Administrator. The current list of Advisory Board members is available at www.texasclass.com/advisory.

C. Duties of the Program Administrator and the Custodian

In order to facilitate the business of the Trust, and in conformance with the Act, the services of a Program Administrator and a Custodian are employed by the Trust. The duties of the Program Administrator and the Custodian are specifically set forth in the Trust Agreement.

Subject to the supervision of the Board of Trustees, the Program Administrator is responsible for advising the Board concerning investments which appear to the Program Administrator to be advantageous to the Participants within the investment criteria set forth in the Trust Agreement.

The Program Administrator shall also implement or cause to be implemented securities transactions of the Funds on behalf of the Board and the Participants and shall provide other investment advisory services as called for by the Trust Agreement. Some of these services include the execution of agreements and other documents on behalf of and as agent for the Trust containing representations, warranties and covenants common for such agreements and documents within the investment industry. The Program Administrator also provides portfolio valuation services. The Program Administrator from time to time may propose to the

Participants that the Participants establish specially designated subaccounts with investment payment procedures, fees or other characteristics different from those set forth in the Trust Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding period prior to payments or certain other conditions to be met for payments, such as possible payment penalties, or additional fees for administering such specially designated subaccounts. A Participant in its sole discretion may create any such special subaccount using the same procedure for establishing other subaccounts. The establishment of such special subaccounts is not deemed to be an amendment of the Trust Agreement. Any subaccount that is created is subject to the terms set forth in the proposal of the Program Administrator until the terms governing such special subaccount are amended pursuant to the Trust Agreement.

The Program Administrator performs certain administrative functions on behalf of the Board of Trustees. These functions include maintaining records, assisting in the organization of the annual meeting of the Participants and the meetings of the Board, responding to inquiries and other communications with Participants, paying expenses of the Trust, and engaging in marketing activities to promote participation of Texas governmental entities in the Trust.

The Program Administrator fees are outlined in the Eighth Amended and Restated Trust Agreement with Texas CLASS dated April 8, 2019, the Program Administrator chargesits fee on a sliding scale. The maximum fee is 12 basis points on assets up to $1 billion. The full sliding scale of the current management fee is specified in the Trust Agreement available at www.texasclass.com/document. Fees accrue daily and are deducted from portfolio earnings prior to the recording of daily Participant investment results. The fee is paid monthly and may be waived or abated at any time, in the sole discretion of the Program Administrator. The Program Administrator's fee covers the following costs and expenses of program operation:

- The Custodian's fee
- Third parties retained by the Program Administrator to render investment advice
- Investment Property record-keeping expenses
- Securities clearance transaction charges
- Outgoing wire charges of the Custodian
- Auditor and legal counsel charges
- Preparation of monthly and annual reports
- Execution of Participant surveys and mailings
- Sales, marketing, and client service functions (including Web site maintenance and certain conference sponsorships)
- Valuation of the Investment Property
- Board of Trustee meetings charges
- The cost of obtaining a rating from a nationally recognized statistical rating organization

Wells Fargo Bank, NA serves as Custodian of the Trust. The Custodian is, among other things, responsible for the receipt and safekeeping of all cash, securities or other assets comprising the cooperatively invested assets. Such assets are held for the benefit of the Trust in the name of the Custodian or its nominee. The Custodian also collects the income on investments and allocates it in accordance with the instructions from the Program Administrator and the provisions of the Trust Agreement. The Custodian is required to hold the investments of the Trust separate and apart from other property of the Custodian and assure that such property is never deemed an asset or liability of the Custodian.

D. Investment, Payment, Valuation Procedures

Specific investment, payment, and valuation procedures are described in Exhibits A through C of the Trust Agreement. Such Exhibits may be amended by the Program Administrator.

Exhibit A describes the time by which funds must be received by the Custodian in order to make investments on the same business day. Exhibit B provides the timetable for receipt of notice in order to make payments on the same business day.

As provided in Exhibit C, on a daily basis, normally at 5:00 pm Eastern time, the Investment Property Value is determined by using the amortized cost valuation method. This involves initially valuing a security at its costs and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

At least daily, the Investment Property Value is determined on a mark-to-market basis as described in Exhibit C. As an alternative, the market value of all or a portion of the account securities may be determined using the matrix method. Matrix pricing involves grouping

securities into a matrix by type, maturity, and short-term credit rating. A primary dealer who makes markets in those securities will provide the bid side prices for the matrix.

E. Permitted Investments

The Funds have been specifically designed for the use of Texas local government entities. Accordingly, the portfolios of Texas CLASS consist solely of securities in which such entities are permitted to invest funds pursuant to the Act. All investment securities purchased for the Funds, including those with repurchase agreements, are delivered to the Custodian and held for the benefit of the Trust and its Participants.

Home rule city and county charters may have provisions more restrictive than the Act regarding investments of their money and such restrictions may not be complied with by the Trust. Any such restrictions are the sole responsibility of each Participant.

Texas CLASS Authorized Investments
Texas CLASS may invest in any or all of the legal investments specified in Sections through 2256.016, of the Act (referred to herein as "Permitted Investments"). Such investments may include the following:

- U.S. Treasury Bills, Notes, and Bonds,
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities,
- State and local government obligations (subject to limitation),
- Certificates of Deposits of a State or National Bank domiciled in the State of Texas guaranteed or insured by the FDIC, that meet the requirements of the Act
- Bankers' Acceptances
- Mutual Funds,
- Repurchase Agreements,
- Highly Rated Commercial Paper, and
- Guaranteed Investment Contracts.

Texas CLASS Government Authorized Investments
Monies of Texas CLASS Government Fund may be invested and reinvested only in investments authorized by the Texas CLASS Investment Policy (Section 6.04) and in Sections through 2256.016, of the Act (referred to herein as "Permitted Investments"). Such investments may include the following:

- U.S. Treasury Bills, Notes, and Bonds,
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities,
- Stable $1.00 NAV Mutual Funds.
- Repurchase Agreements.

The Board of Trustees has adopted an Investment Policy and Investment Strategy that further provides what investment instruments the monies of the Funds may be invested and reinvested in. The Funds may only invest in those instruments authorized by the Act. The current Texas CLASS investment policy is available at www.texasclass.com/document.

No monies of the Funds may be invested in the following or in any other type of investment prohibited by the Act or other applicable law:

- obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's),
- obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's),
- collateralized mortgage obligations that have a stated final maturity date of greater than 10 years, and
- collateralized mortgage obligations, the interest rates of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters).

No more than 5% of the total Texas CLASS portfolio (Not applicable for Texas CLASS Government) may be invested in securities issued by one issuer. The maximum portfolio exposure to United States dollar denominated securities issued in the United States by United States branches and/or subsidiaries of foreign entities is 25% of assets.

All investments made on behalf of the Trust shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the

probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority: (1) preservation and safety of principal; (2) liquidity; and (3) yield.

F. General Information Regarding the Trust

The intent of the Trust is to maintain a net asset value of $1.00, however, due to the risk of market price fluctuation there is no guarantee that a net asset value of $1.00 can be maintained. The Investment Criteria as described in Exhibit E of the Trust Agreement and the Investment Policy and Investment Strategy may be amended by a majority of the Board of Trustees.

The Funds will seek to attain their investment objectives. However, no guarantees or assurances can be given that the Funds will achieve their investment objectives or that any benefit described in this Information Statement will result from the placement of money in the Funds.

G. Portfolio Transactions

Pursuant to the Act, the Board of Trustees has appointed the Program Administrator to invest and manage the funds of the Trust. Portfolio transactions occur primarily with major dealers in money market instruments acting as principals. Such transactions are normally on a net basis which do not involve payment of brokerage commissions. Transactions with dealers normally reflect the spread between bid and asked prices.

G. Program Information

For the most current information on the Trust, please visit www.texasclass.com.

PART 2
INVESTING THROUGH TEXAS CLASS

A. How to Open an Account with Texas CLASS and/or Texas CLASS Government

Any municipality, county, school district, or authority created under Section 52(b)(1) or (2) Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken action required by Section 2256.016 of the Act ("Public Entity") may join the Texas CLASS and/or the Texas CLASS Government investment program. In order to join either Fund an eligible Public Entity must adopt the Trust Agreement through a majority vote of its governing body. To obtain information on how to become a Participant, please contact the Client Service Desk at 800- 707-6242. Upon receipt and acceptance of such forms and any other necessary documents, the Public Entity will be a Participant of Texas CLASS and may make its initial investment of funds.

B. Investments and Payments

Investments in and payments from the Trust can be made by Participants on any business day by notifying the Program Administrator by telephone, written notice, or over the secure internet program, MYACCESS. It is the responsibility of Participants to provide instructions to their respective banks to wire or electronically transfer funds to the account at the Custodian when contributions are made. Participants are responsible for any wire charges billed by their own banks. Custodian wire charges are an expense of the Trust.

For security purposes, only previously designated Participant officials may conduct transactions, and funds will only be wired to payees listed on the list of approved payees provided by the Participant to the Program Administrator in advance of the payment.

For telephone transactions, all conversations are recorded for accuracy and verification.

A Participant may withdraw from Texas CLASS at any time at its discretion by sending an appropriate written notice to Texas CLASS.

C. Reports to Participants

Each Participant receives an annual report containing the audited financial statements of the Trust, including a statement of assets and liabilities and a statement of

operations and changes in net assets of the Trust. The fiscal year end is June 30 of each calendar year. Each Participant receives a monthly report of its own account. Potential Participants are advised to review the financial reports for the Trust that are made available to them.

D. Identity of Advisors

The Program Administrator
Public Trust Advisors, LLC is the Program Administrator under the Trust Agreement. Public Trust Advisors, LLC is an SEC-registered investment advisor and is located at 717 17th Street, Suite 1850, Denver, Colorado 80202. Its phone number is 800-707-6242.

The Custodian
The Custodian is Wells Fargo Bank, NA, with offices in Dallas, Houston, and multiple other locations throughout the state.

Auditors
CliftonLarsonAllen, LLP, a national accounting firm, serves as the independent auditor for the Trust and provides an opinion on the financial statements of the Trust in accordance with generally accepted accounting principles. The address of CliftonLarsonAllen, LLP is 8390 E. Crescent Parkway, Suite 500, Greenwood Village, CO 80111. Its phone number is 303-779-5710.

Attorneys
Bracewell LLP serves as legal counsel to the Trust. The address of Bracewell LLP is 1445 Ross Avenue, Suite 3800, Dallas, Texas 75202. Its phone number is 214-758-1606.

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clientservices@texasclass.com
www.texasclass.com

Texas CLASS®

Trust Agreement

April 8, 2019

Texas Cooperative Liquid Assets Securities System Trust

Texas Cooperative Liquid Assets Securities System Trust

EIGHTH AMENDED AND RESTATED

Trust Agreement

Dated as of April 8, 2019

by and among

The Texas Participants
that have entered into this Agreement,

Wells Fargo Bank, N.A., as Custodian

and

Public Trust Advisors, LLC, as Program Administrator

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PREAMBLE

This Eighth Amended and Restated Trust Agreement dated as of April 8, 2019 (the Agreement) is by and among the Texas local governmental entities and public entities that have taken the actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, and that have either executed this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof (the Participants), Wells Fargo Bank, N.A., as Custodian (the Custodian) and Public Trust Advisors, LLC, (the Program Administrator) and amends and restates that certain Seventh Amended and Restated Trust Agreement dated as of August 5, 2016, among the Participants, the Custodian and Public Trust Advisors, LLC the Program Administrator.

WHEREAS, each Participant is permitted pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, to pool its funds, or funds under its control, with any similar funds in the treasury of other Participants for the purpose of investing such funds in statutory permitted investments; and

WHEREAS, each Participant will receive a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficiency of such investment if the funds to be invested in concert are held by one entity, the Custodian, which will hold such funds and investments in its capacity as custodian for the benefit of the Participants; and

WHEREAS, it will increase the efficiency of such investment if the advisory, recordkeeping, and other administrative functions are performed by one entity, the Program Administrator, acting on behalf of the Board of Trustees (as hereinafter defined) and the Participants and if the investment instructions of the Participants are transmitted through one entity, the Program Administrator, to the Custodian.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each party hereto agrees that all moneys, assets, securities, and property now or hereafter acquired by the Trust (as hereinafter defined) shall be held and managed in trust by the Board of Trustees (as hereinafter defined) for the equal and proportionate benefit of the Participants without privilege, priority, or distinction among the Participants and subject to the terms, covenants, conditions, purpose, and provisions hereof as follows:

ARTICLE I

The Trust and Definitions

1.1 The Trust

(a) The name of the Trust created by this Agreement shall be Texas Cooperative Liquid Assets Securities System Trust or Texas CLASS. The Board of Trustees retains all rights to the use of the names Texas CLASS and Texas Cooperative Liquid Assets Securities System Trust, and neither the Program Administrator nor the Custodian shall use the name without express consent of the Board of Trustees as reflected in the minutes of the Board of Trustees or another written document approved by the Board of Trustees. Any and all reports, information, data, statistics, forms, plans, procedures, studies, and any other communications or form of knowledge prepared or assembled by the Program Administrator for the specific and exclusive benefit of the Board of Trustees or Texas CLASS shall become the property of the Board of Trustees and shall not be made available to any individual, company, or organization without the prior written approval of the Board of Trustees or except as required by law. So far as may be practicable and pursuant to the provisions of this Trust Agreement, the Custodian and the Board of Trustees shall conduct the Trust's activities, execute all documents, and sue or be sued under either of the foregoing names.

(b) The purpose of the Trust is to establish one or more investment pools for the Participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which a Participant may pool any of its funds or funds under its control with the same such funds of any other Participant in order to preserve principal, to maintain the liquidity of the Participant, and to maximize yield in accordance with the Public Funds Investment Act (the Act), Section 2256.001, et seq., Texas Government Code or other laws of the state of Texas, from time-to-time in effect, governing the investment of funds of a Participant or funds under its control.

(c) The Trust shall maintain an office of record in the state of Texas and may maintain such other offices or places of business as the Board of Trustees may from time-to-time determine. The initial office of record of the Trust shall be: c/o Bracewell LLP, Attention: Julie M. Partain, Esq., 1445 Ross Avenue, Ste 3800 Dallas, Texas 75202. The office of record may be changed from time-to-time by resolution of the Board of Trustees, and notice of such change of the office of record shall be given to each Participant, the Custodian and the Program Administrator.

(d) (i) The Trust shall be a trust organized and existing under the laws of the state of Texas. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company, or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Board of Trustees shall be solely in their

capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(ii) This Agreement is an agreement creating one or more investment pools within the meaning of the Act.

(e) The Board may authorize the creation of one or more different portfolios or pools provided, however, that each such portfolio or pool shall conform in all respects to the requirements of this Agreement.

(f) The Board may authorize the use of the names Texas Cooperative Liquid Assets Securities Systems Trust and Texas CLASS in conjunction with other products, portfolios, pools, and services that provide investment, financial, or other cash management services to Participants and for purposes of this Agreement, such name shall include any pools or portfolios established pursuant to this Agreement. The Program Administrator may identify a name for any additional pools or portfolios established pursuant to this Agreement, subject to Board approval.

1.2 Definitions

"Account(s)" shall have the meaning set forth in Section 5.3 (a) hereof.

"Act" shall have the meaning set forth in Section 1. I (b) hereof.

"Affiliate" means with respect to any person, another person directly or indirectly in control of, controlled by or under common control with such person, or any officer, director, partner, or employee of such persons.

"Agreement" means this Eighth Amended and Restated Trust Agreement dated as of April 8, 2019, as amended, by and among Public Trust Advisors, LLC, as Program Administrator, Wells Fargo Bank, N.A., as Custodian, and the Participants.

"Balance(s)" for each Participant means the amounts initially equal to zero that are adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant in each pool or portfolio established pursuant to this Agreement, within the Trust, cash payments to such Participant, a pro rata distribution of income from the earnings of each pool or portfolio established pursuant to this Agreement, in which each Participant has invested funds, investment results, and expenses and fees for each pool or portfolio established pursuant to this Agreement, in which the Participant has invested.

"Board of Trustees" means the board of the trustees established pursuant to Article III hereof.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the state of Texas are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Conflicting Provisions" shall have the meaning set forth in Section 10.3 hereof.

"Custodian" means Wells Fargo Bank, N.A., as custodian, or any person or persons appointed, employed, or contracted with by the Trust pursuant to Article V hereof.

"Effective Date" means the first day that execution copies of this Agreement have been executed by the Program Administrator, the Custodian, and the Chairman and Secretary of the Board of Trustees.

"Good Standing" means a Participant that has funded an account with Texas CLASS.

"Investment Advisor" shall mean any person or persons appointed, employed, or contracted by the Board on behalf of the Trust pursuant to Article III hereof or by the Program Administrator pursuant to Article IV hereof.

"Investment Funds" means immediately available funds delivered by each Participant to the Custodian for investment in one or more pools or portfolios established pursuant to this Agreement but only if (i) the representative appointed by such Participant is authorized pursuant to the laws of the state of Texas to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the state of Texas to authorize the delivery and investment of such funds.

"Investment Policy" means that investment policy or policies containing procedures and criteria for the investment of funds in Texas CLASS and its subaccounts or in any other pool or portfolio established pursuant to this Trust Agreement as adopted annually by the Board of Trustees of Texas CLASS and incorporated herein by reference.

"Investment Procedures" means the procedures for making investments in the Investment Property set forth in Exhibit A attached hereto, as the same may be amended from time-to-time notwithstanding Section 9.I (a) hereby the Program Administrator providing notice of such change to the Custodian and the Participants.

"Investment Property" means any and all securities, cash, and other personal property, tangible or intangible, that is transferred, conveyed, or paid to the Account(s) pursuant to Section 2.1 hereof or otherwise and all proceeds, income, profits, and gains therefrom that have not been distributed to a Participant pursuant to Section 2.2 hereof used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Notwithstanding anything to the contrary, the Custodian shall not be required to hold, purchase, sell, or invest in interests in real property under

this Agreement, and the Participants shall not attempt to transfer such interests to the Custodian. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement that is not specified in Section 6.1 hereof as being paid by the Program Administrator or specified in this Agreement as being paid directly by a Participant.

"Investment Property Value" means the value of the Investment Property net of the amount of the Investment Property Liabilities as determined pursuant to Section 4.5 hereof and the valuation procedures. Such value shall be determined separately for each pool or portfolio established pursuant to this Trust Agreement.

"Meeting of the Board of Trustees" means a duly called meeting of the Board of Trustees.

"Participants" means any municipality, county, school district, or authority created under Section 52(b)(l) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the state of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities (i) to which Chapter 2256 is applicable; (ii) that has taken the actions required by Section 2256.016 of the Act; (iii) that has executed either this Agreement or counterparts of this Agreement or Participation Certificates pursuant to Section 2.3 hereof; and (iv) that is in good standing.

"Participation Certificate" means a certificate entered into pursuant to Section 2.3 hereof.

"Payment Procedures" means the procedures for requesting payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time-to-time (notwithstanding Section 9.1(a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

"Person" means any municipality, county, school district, or authority created under Section 52(b)(l) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the state of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities, corporation, national association, natural

person, firm, joint venture, partnership, trust, unincorporated organization, or group.

"Program Administrator" means Public Trust Advisors, LLC or any person or persons appointed, employed, or contracted with by the Trust pursuant to Article IV hereof.

"Representatives" means those persons who have been designated as representatives by the Participants pursuant to Section 2.6 hereof.

"Trust" means the Texas trust created as set forth in Section of this Agreement.

"Trustee" means any representative selected pursuant to Article III hereof.

"Valuation Procedures" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time-to-time (notwithstanding Section 9.1 (a) hereof) by the Program Administrator providing notice of such change to the Custodian and the Participants.

ARTICLE II

Participants

2.1 Investments

(a) Each Participant shall have the right, from time-to-time, to invest Investment Funds for credit to such Participant's Balance. A Participant that wishes to make such an investment shall notify the Program Administrator acting on behalf of the Board of Trustees and follow the Investment Procedures set forth in Exhibit A. Upon such investment in accordance with Exhibit A, the Participant shall have an undivided beneficial interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by an amount equal to the amount of such Investment Funds.

(c) No later than the next business day after a Participant has made an investment of Investment Funds, the Custodian shall deliver a confirmation to the Program Administrator. The Program Administrator shall retain a copy of the confirmation in its records.

(d) Any funds that the Program Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Program Administrator, and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested pursuant to this Agreement nor are there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at one time.

(f) The execution of a certificate for participation, in substantially the form attached as Exhibit D, shall constitute the express written authorization to deposit, withdraw, invest, transfer, and manage funds of the Participant required by Section 2256.005(f) of the Act.

2.2 Payments

(a) Each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures set forth in Exhibit B hereto, that the Program Administrator notify the Custodian to pay to the Participant (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian), or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's balance at the time that payment is made pursuant to such request. Except as provided in Exhibit B, there shall be no limitation on the period of time that Investment Funds must be invested through the Trust prior to such payment.

(b) Upon the receipt of any payment request, the Program Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid (by the transfer of the proceeds received from the sale or maturity of securities held by the Custodian) by the Custodian to or on behalf of such Participant as provided in Exhibit B.

(c) Whenever any payment is made to or on behalf of any Participant pursuant to Section 2.2 (b) hereof, such Participant's balance shall be reduced by the Program Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to payments may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in fixed income securities generally in any national trading market shall have been suspended or minimum prices or maximum daily charges shall have been established on such market, (ii) a general banking moratorium shall have been declared by Federal or Texas state authorities, or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C from time-to-time. The Custodian and each Participant shall be notified as soon as practicable orally or in writing by the Program Administrator in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a

Participant's balance. Such a suspension or postponement shall take effect at such time as is determined by the Program Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Program Administrator declares the suspension or postponement at an end, that declaration shall occur on the first day on which the period specified in clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing as determined by the Program Administrator. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement. Notwithstanding anything contained in this Section 2.2(d) to the contrary, if during a suspension or postponement period, a Participant demands in writing the right to receive a payment and it is not impossible to accommodate such demand, the Program Administrator shall make all reasonable efforts to effectuate such payment demand.

2.3 Additional Participants After Initial Execution

(a) Any local government or state agency as defined in the Act of the state of Texas that has the authority to pool any of its money pursuant to Section 2256.016 of the Act that wishes to become a party to this Agreement after the effective date may do so by taking the actions required by Section 2256.016 of the Act and by executing either a counterpart to this Agreement or a Participation Certificate attached hereto as Exhibit D and delivering the counterpart or the original executed Participation Certificate to the Program Administrator. The Program Administrator shall provide written notification monthly to the Board of Trustees and the Custodian of the admission of a new Participant. Any entity that becomes a Participant pursuant to this Section 2.3 shall have the same rights and obligations hereunder as the other Participants.

2.4 Termination of Participation

(a) Any Participant may withdraw from this Agreement at any time upon written notice to the Program Administrator who shall notify the Custodian and the Board of Trustees upon receipt of such notice of withdrawal. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement except for any obligations arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute (i) a request under the payment procedures that an amount equal to the requesting Participant's entire balance(s) as of the date of such notice be paid to such Participant and (ii) a termination of the Board of Trustees' trust relationship hereunder with the Participant. No withdrawal shall become effective until such Participant's balance(s) is equal to zero, and until such time, such Participant shall continue to possess all of the rights and be subject to all of the obligations arising from this Agreement.

(b) Any Participant that breaches any material covenant contained in Article VIII hereof or for which any of the representations contained in Article VII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.4(a) hereof immediately upon such breach or cessation, but shall not be deemed to have requested the payment of its balance(s) unless and until it either makes an actual payment request or the Program Administrator determines that such a breach or cessation has occurred.

2.5 Receipt of Statements and Reports; Requests

(a) The Program Administrator, on behalf of the Board of Trustees, shall provide to each Participant a copy of the statements prepared pursuant to Section 4.2 hereof and of the reports prepared pursuant to Section 4.3 hereof applicable to such Participant.

(b) In addition, each Participant may direct the Program Administrator to provide a statement of the value of the Participant's balance(s) as of the date of the request, provided such request is received by the Program Administrator by 4:00 p.m. CT on a given day. The Program Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that records the Participant's balance(s) as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Program Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments or portions thereof belonging to each such Participant.

(d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.

2.6 Representatives

(a) Each Participant shall designate a representative to act for the Participant hereunder (the Representative) for all purposes including without limitation to give consents on behalf of the Participant and to receive notices on behalf of the Participant. Pursuant to Section 2256.005 (f) of the Act, such representative shall be the investment officer that is empowered by the charter, ordinances, or other rules or regulations of the Participant to direct the investment of such Participant's Investment Funds. The representatives, in their capacity as representatives shall not be required to devote their entire time to duties under the Agreement. To the extent permitted by law, each representative may designate additional persons who may act on behalf of the representative to transmit the representative's instructions to the Program Administrator, the Custodian, or the Board of Trustees.

(b) Each representative shall be the official responsible for the investment of Investment Funds into the Trust and all payments made from the Trust for the Participant represented by said representative. In making such investments and payment requests, each representative shall use judgment and care to achieve the following objectives in the indicated order: (i) preservation and safety of principal, (ii) liquidity, and (iii) yield.

2.7 Liability - No representative shall be subject to any personal liability whatsoever to any person in connection with the Investment Property or affairs of the Board other than liability arising from the bad faith, willful misfeasance, gross negligence, or reckless disregard of duty by such representative of a Participant. No representative of a Participant who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE III

Trustees and the Board of Trustees

3.1 Selection of Trustees

(a) Each calendar year, the Program Administrator shall call, upon at least fifteen days' written notice to the Participants, a meeting of the Participants for the purpose of selecting Trustees for the Trust. If the Program Administrator shall fail to call such a meeting, any two Participants may call such a meeting by providing at least fifteen days' written notice to the other Participants. At such meeting, the Participants may nominate persons to serve as Trustees of the Trust. In order to qualify to be nominated as a Trustee, a candidate must be a representative. The number of Trustees to be selected shall be determined by the Participants at such meeting, provided that the number of Trustees shall be an odd number of three (3) or more. In order to be elected as a Trustee, a candidate must receive a majority of the votes of the Participants present and voting at such meeting. A quorum for such meeting shall be the lesser of (i) fifteen Participants or (ii) ten percent of the total number of Participants determined at the time the notice of the meeting is sent. If a quorum is not present, the meeting may be adjourned to a future time and place set at such meeting. Each Participant shall be entitled to one vote regardless of the amount of funds invested in the Trust. To the extent permitted by law, each representative may designate a person who may act on behalf of the representative at a meeting of Participants.

(b) The Program Administrator shall send written notice to the Participants and the Custodian listing the names of the Trustees elected at each annual meeting.

3.2 Board of Trustees - The Board of Trustees shall be made up of all of the Trustees elected by the Participants or designated pursuant to Section 3.5 hereof. The Board of Trustees shall supervise the Trust and the affairs of the Trust and shall act as the liaison between the Participants and the Custodian and the Program Administrator. The Board of Trustees shall appoint an Advisory Board to advise the Trust as required by the Act. The Board of Trustees shall have the power to administer the affairs of the Trust and to enter into contracts and agreements on behalf of the Trust in order to effectuate the terms of this Agreement. The Board of Trustees shall have the power to select all of the Trust's consultants including without limitation the Program Administrator and the Custodian, subject to the terms of this Agreement. The Trustees shall select by majority vote a chairman of the Board of Trustees and may select such other officers of the Board of Trustees including without limitation a vice chairman and a secretary, as the Trustees deem appropriate. In the absence of the chairman, the vice chairman, if any, shall have the power to act in place of the chairman hereunder.

3.3 General Powers - Subject to the rights of the Participants as provided herein, the Board shall have, without other or further authorization, power to administer the Trust and the affairs of the Trust. The Board may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for the administration of the Trust and the investment of the Trust Property but shall invest with the degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds considering the probable income as well as the probable safety of capital.

3.4 Legal Title - Title to all of the Trust Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Trust shall have full and complete power to cause legal title to any Trust property to be held, on behalf of the Participants, by or in the name of the Trust or in the name of any other person as nominee on such terms, in such manner, and with such powers as the Board may determine so long as in its judgment the interest of the Trust is adequately protected.

3.5 Power to Contract, Appoint, Retain, and Employ

(a) The Board is responsible for the investments of the Trust consistent with the investment policies established in this Trust Agreement and for the general administration of the business and affairs of the Trust conducted by officers, agents, employees, administrators, investment advisors, distributors, or independent contractors of the Trust. However, members of the Board are not required to devote their entire time to the business and affairs of the Trust or to personally conduct the routine business of the Trust. Consistent with their responsibilities, the Board may appoint, employ, retain, or contract on behalf of the

Trust with any persons the Board may deem necessary or desirable for the transaction of the affairs of the Trust, and the expenses relating to such persons shall be Investment Property Liabilities. The Board may appoint, employ, retain, or contract on behalf of the Trust with such persons for the purpose of:

(i) Serving as Investment Advisor to the Trust;

(ii) Serving as Program Administrator of the Trust;

(iii) Serving as Custodian for the Trust;

(iv) Furnishing reports to the Trust and provide research, economic, and statistical data in connection with the Trust's investments;

(v) Acting as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, or in any other capacity deemed by the Board to be necessary or desirable;

(vi) Acting as attorney-in-fact or agent in the purchase or sale or other disposition of investments and in the handling, prosecuting, or other enforcement of any lien or security securing investment; or

(vii) Assisting in the performance of such other functions necessary in the management of the Trust.

(b) The same person may serve simultaneously as the Program Administrator and as the Investment Advisor, but no person serving as the Program Administrator or the Investment Advisor may serve as the Custodian.

3.6 Meetings - Meetings of the Board of Trustees may be called by the Program Administrator at any time and shall be called by the Program Administrator upon the request of at least two Trustees on at least seventy-two hours' notice to each Trustee and shall be held at the time and place and for the purposes stated in the call of the meeting. There shall be at least one meeting of the Board of Trustees in each calendar year.

3.7 Delegation; Committees; Bylaws; Policies; Procedures - The Board shall have full and complete power to delegate, from time-to-time, to one or more of their number (who may be designated as constituting a Committee of the Board) or to officers, employees, or agents of the Trust (including without limitation the Program Administrator, the Custodian, or the Investment Advisor) the doing of such acts and things and the execution of such instruments as the Board may, from time-to-time, deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The Board may adopt and, from time-to-time, amend or repeal bylaws, policies, or procedures for the conduct of the business of the Trust. Such bylaws, policies, or

procedures may, among other things, define the duties of the respective officers, agents, employees, and representatives of the Trust.

3.8 Term - The term of office for Trustees elected pursuant to Section 3. I (a) hereof shall commence thirty days after the notice specified in Section 3.1 (c) is sent to the Participants and the Custodian. The term of office for Trustees selected pursuant to Section 3.5 hereof shall commence immediately upon such selection. Each Trustee shall hold office until the first to occur of (a) the Trustee resigning, (b) the Trustee ceasing to be a representative of a Participant, (c) the Trustee's death, (d) the Trustee being adjudicated incompetent or otherwise losing the capacity to discharge the duties of the office of a Trustee, and (e) the term of office of the Trustee's successor having begun pursuant to this Section 3.8.

3.9 Vacancies - If any Trustee resigns, is removed, or otherwise ceases to serve, the remaining Trustees may designate a qualified successor to fill such vacancy until the next annual meeting of Participants.

3.10 Costs - The expenses of each representative to attend the annual meeting shall be borne by each Participant. The reasonable out-of-pocket expenses of the Trustees incurred in the performance of their duties hereunder and of attending a meeting of the Board of Trustees shall be Investment Property Liabilities.

3.11 Investment Officer - The chairman of the Board of Trustees, ex officio (or in the absence of the chairman, the vice chairman, if any), shall be the investment officer for the Trust as required by Section 2256.005 (f) of the Act.

3.12 Public Proceedings - Notwithstanding anything contained in this Agreement, the Board of Trustees shall comply with the applicable provisions of Chapter 552 of the Texas Government Code.

3.13 Telephone Participation - Upon the occurrence of an emergency or unforeseeable circumstances requiring immediate action, a representative may participate in a meeting of Participants and a Trustee may participate in a meeting of the Board of Trustees through the use of a conference telephone provided that such representative or Trustee is able to hear the deliberations of the other representatives or Trustees, respectively, and the other representatives or Trustees are able to hear such representative or Trustee, respectively, simultaneously.

3.14 Liability - No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence, or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

3.15 Insurance - The Board shall have full and complete power to purchase and pay for, entirely out of Trust property, insurance policies insuring the Trust, the Trustees, officers, employees, and agents of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the Trust or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence whether or not the Trust would have the power to indemnify such person against such liability. The Board may instruct the Program Administrator to obtain such insurance on behalf of the Board in such amount as the Board and the Program Administrator shall deem adequate to cover all foreseeable liabilities to the extent available at reasonable rates.

ARTICLE IV

Program Administrator

4.1 Appointment; General Provisions

(a) The Participants hereby appoint Public Trust Advisors, LLC as the Program Administrator under this Agreement, subject to the overall supervision of the Board of Trustees, for the period and on the terms set forth in this Agreement.

(b) Public Trust Advisors, LLC accepts such appointment and agrees to render the services and to assume the obligations set forth herein for the compensation herein provided.

(c) The Participants and the Board of Trustees agree that the Program Administrator shall invest the Investment Property in investments meeting the criteria set forth in Exhibit E and in the Investment Policy applicable to each pool or portfolio established pursuant to this Trust Agreement, and in a manner that maintains the 'AAAm' or equivalent rating of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement. The Program Administrator is directed to cause Investment Property of each Participant to be invested in investments meeting the criteria set forth in Exhibit E and in the Investment

Policy applicable to each pool or portfolio established pursuant to this Trust Agreement and in a manner that maintains the 'AAAm' or equivalent rating of any pool or portfolio established pursuant to this Agreement. The Board and the Participants delegate no investment discretion to the Program Administrator hereunder to invest in investments not meeting the criteria set forth in Exhibit E, and the Program Administrator expressly refuses to accept any delegation of such discretion. The decision concerning which criteria shall be contained on Exhibit E shall remain at all times under the control of the Board of Trustees. The Board of Trustees shall ensure that the criteria set forth on Exhibit E are permitted by and consistent with the standards and the duty of care set forth in the Act.

(d) Each Participant directs the Custodian to act and the Custodian agrees to act in accordance with the instructions of the Program Administrator that shall act in a manner consistent with this Agreement. The Program Administrator shall at no time have custody of, possession of, or physical control over any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Program Administrator instead of to the Custodian, the Program Administrator shall immediately transfer such Investment Funds to the Custodian. The Program Administrator shall not be liable for any act or omission of the Custodian but shall be liable for the Program Administrator's acts and omissions as provided herein. Under no circumstance shall the Program Administrator be authorized or permitted to withdraw or instruct the Custodian to withdraw Investment Property maintained with the Custodian unless acting upon the request of a Participant pursuant to Section 2.2 (a).

4.2 Monthly Statements

(a) Within 15 days subsequent to the end of each month, the Program Administrator shall, on behalf of the Board of Trustees, prepare and submit to each Participant who was a Participant during such month a statement setting forth the information required by Section 2256.016(c)2() of the Act.

(b) The Program Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance(s) as of the date of such request subject only to account activity as of such date, provided that such request is received by the Program Administrator by 5:00 p.m. CT on a given date.

4.3 Reports

(a) The Program Administrator shall prepare or cause to be prepared:

(i) at least annually a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and;

(ii) at least annually an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Program Administrator with respect to the Investment Property performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Board of Trustees and the Participants within ninety (90) days after the close of the period covered thereby.

(b) The Program Administrator shall provide to the Board, on an annual basis, the Certification substantially as set forth in Exhibit H.

(c) The Program Administrator shall provide to the Board the Securities and Exchange Commission form ADV filing of Public Trust Advisors, LLC within ninety (90) days of such filing.

(d) The Program Administrator shall provide to the Board, on an annual basis, the Public Trust Advisors, LLC disaster/contingency plan for the protection of the assets of Texas CLASS and any other pool or portfolio established pursuant to this Trust Agreement.

4.4 Investment Activities and Powers - Subject to the supervision of the Board of Trustees and consistent with Section 4. I (c), the investment criteria set forth in Exhibit E, and the Investment Policies, the Program Administrator shall perform the following services:

(a) advise the Board of Trustees concerning investments that appear to the Program Administrator to be advantageous to the Participants within the investment criteria set forth in Exhibit E and within all applicable law provided, however, the Board of Trustees shall have the duty to inform the Program Administrator of any changes to the Act;

(b) implement or cause to be implemented securities transactions for the Trust on behalf of the Board of Trustees and the Participants as permitted by the investment criteria set forth in Exhibit E (including without limitation by executing or causing to be executed on behalf of and as an agent of the Trust agreements and other documents containing representations, warranties, and covenants that are common or standard for such agreements and documents within the investment industry) or, despite the intention of the parties hereto to always have the Investment Property fully invested, cause the Custodian to hold the Investment Property uninvested in a custodial account maintained for the benefit of the Trust;

(c) from time-to-time, review the permitted investments and the investment criteria set forth in Exhibit E and, if circumstances and applicable law permit, recommend changes in such permitted investments and such investment criteria;

(d) provide such advice and information to the Participants and the Board of Trustees on matters related to investments as the Participants or the Board of Trustees may

reasonably request including, without limitation, research and statistical data concerning the Investment Property and other matters within the scope of the permitted investments and investment criteria set forth in Exhibit E;

(e) advise whether and in what manner all rights conferred by the Investment Property should be exercised;

(f) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the balance(s) and the preparation of any and all records and reports required by this Agreement or applicable laws; and

(g) employ, consult with, obtain advice from, and exercise any of the Program Administrator's rights or powers under this Agreement through the use of agents including investment advisors, brokers, dealers, auditors and legal counsel (who may be counsel to the Program Administrator or the Board of Trustees), or other advisors. Notwithstanding Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants to such agents.

4.5 Daily Calculation of Program Value and Rate of Return

(a) The Program Administrator shall calculate the Investment Property Value once on each business day at the time and in the manner provided in the Valuation Procedures.

(b) Upon performing the valuation specified in Section 4.5(a) hereof, the Program Administrator shall calculate (rounding off to the nearest whole cent) the balance of each Participant, and each balance of each of the Participants shall be adjusted proportionately so that the total balances of all the Participants equals the Investment Property Value.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been approved from time-to-time by the Program Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Program Administrator.

(e) The Program Administrator shall calculate daily the rate of return earned on the Investment Property.

4.6 Administration of Program - The Program Administrator shall perform the following administrative functions on behalf of the Board of Trustees in connection with the implementation of this Agreement:

(a) collect and maintain for such time period as may be required under any applicable Federal or Texas law written records of all transactions affecting the Investment Property or the balances including but not limited to (a) investments by and payments to or on behalf of each Participant; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment Property Value; (e) adjustments to the Participants' Balances; and (f) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. On behalf of each Participant, the Program Administrator shall maintain the records relating to such Participant in a manner that subdivides the Participant's balance into subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds;

(b) assist in the organization of the annual meeting required by Section 3.I (a) hereof and of meetings of the Board of Trustees including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, that are directed to the Program Administrator or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such person and coordinating his response thereto;

(d) pay all Investment Property Liabilities in accordance with this Agreement from the Investment Property and engage in marketing activities to promote participation of Texas governmental entities in the Trust.

(e) engage in marketing activities to promote participation of Texas governmental entities in the Trust.

4.7 Resignation and Removal

(a) The Program Administrator may resign as Program Administrator upon the giving of at least sixty (60) days' prior written notice of such resignation to the Board of Trustees and the Custodian.

(b) A majority of the Board of Trustees may remove the Program Administrator upon the giving of at least sixty (60) days' prior written notice to the Program Administrator and the Custodian.

(c) In the event that the Program Administrator shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Program Administrator, a majority of the Board of Trustees shall appoint a successor.

(d) Upon notification of the removal or resignation of the Program Administrator, the Program Administrator shall deliver to the Board all data and records pertaining to Texas

CLASS and its Participants within 60 days of the notification of removal or resignation provided, however, that the Program Administrator may retain copies of any such data and records required to be retained by it by law or in compliance with the requirements of its corporate records retention policy. The Program Administrator shall continue to administer Texas CLASS until a successor program administrator is appointed by the Board under the terms of this Agreement.

(e) If a new program administrator is not appointed by the Board within 60 days of a notification of removal or resignation of the Program Administrator, the Program Administrator shall continue to administer Texas CLASS until a successor program administrator is selected but shall be compensated for such administration pursuant to an agreement to be negotiated between the Program Administrator and the Board.

4.8 Liability

(a) Each Participant agrees that the Program Administrator and its officers, directors, agents, and employees shall not be liable for any action performed or omitted to be performed or for any errors of judgment made in good faith in connection with any matters to which this Agreement relates provided that such disclaimer shall not relieve any of them for liability arising from negligence, malfeasance, material breach of this Agreement by the Program Administrator, or violation of applicable law by any of them (Program Administrator Liabilities). Nothing herein shall constitute a waiver or limitation of any rights that the Participants may have under any Federal or state securities laws.

(b) Each Participant, the Board of Trustees, and the Custodian understand that in performing its services hereunder, the Program Administrator will rely on information provided by others and agree that the Program Administrator is not responsible for the accuracy of such information.

4.9 Power to Receive Investment Advice - The Program Administrator shall have the right, at its own cost, to receive investment advice concerning the Investment Property from any other third party. Notwithstanding the provisions of Section 10.9 hereof, the Program Administrator may transmit information concerning the Investment Property and the Participants to such other third parties in order to obtain such investment advice. The Program Administrator shall notify the Board of Trustees if any third parties are retained pursuant to this Section 4.9 within 45 days of such retention.

4.10 Advice to Other Clients - It is understood that the Program Administrator performs investment advisory services for various clients. The Participants agree that the Program Administrator may give advice and take action with respect to any of its other clients that may differ

from the advice given to or the timing or nature of action taken with respect to the Investment Property provided that the policy and practice of the Program Administrator is not to favor or disfavor consistently or consciously any client or class of clients in the allocation of investment opportunities and that, to the extent practical, such opportunities are allocated among clients over a period of time on a fair and equitable basis. Nothing herein contained shall be construed so as to prevent the Program Administrator or any of its directors, officers, employees, shareholders, or affiliates in any way from purchasing or selling any securities for its or their own accounts prior to, simultaneously with, or subsequent to any recommendation or actions taken with respect to the Investment Property or impose upon the Program Administrator any obligation to purchase or sell or to recommend for purchase or sale for the Investment Property any security that the Program Administrator or any of its shareholders, directors, officers, employees, or affiliates may purchase or sell for its or their own accounts or for the account of any other client, advisory or otherwise, provided, however, that the Program Administrator shall always use its best efforts to maximize the gains for the Investment Property in a manner consistent with the investment criteria set forth in Exhibit E hereof.

4.11 Special Subaccounts - Notwithstanding anything in this Agreement to the contrary, the Program Administrator may, from time-to-time, propose to the Participants that the Participants establish specially designated subaccounts with investment, payment procedures, fees, or other characteristics different from those set forth in this Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments, or certain other conditions to be met for payments such as possible payment penalties or additional fees for administering such specially designated subaccounts. In its sole discretion, a Participant may create any such special subaccount using the same procedures for establishing other subaccounts set forth in this Agreement. The establishment of such special subaccounts shall not be deemed an amendment of this Agreement. Any special subaccount that is created pursuant to this Section 4.11 shall be subject to the terms set forth in the proposal of the Program Administrator until the terms governing such special subaccount are amended pursuant to this Agreement. The Program Administrator may calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for each Participant.

4.12 Intellectual Property

(a) The Trust will own all Intellectual Property related to the name Texas Cooperative Liquid Assets Securities System Trust and Texas CLASS. For purposes of this section, Intellectual Property shall mean all of the rights relating to the names Texas Cooperative Liquid Assets Securities System Trust and Texas CLASS including copyrights, trademark and service mark rights, trade dress rights, rights of publicity, website, and the Internet domain rights. Public Trust Advisors, LLC makes no representation or warranty that it owns any Intellectual Property rights in those names and that there are no third parties who may claim

rights to intellectual property rights in or associated with the names.

(b) Public Trust Advisors, LLC hereby assigns all Intellectual Property rights that it has or may have that are not otherwise conveyed by other instrument or party to the Trust. Public Trust Advisors, LLC represents and warrants to the Board that it has the right and authority to transfer to the Trust all Intellectual Property that it has or may have in each case to the extent such Intellectual Property is reasonably necessary for the Trust's ownership, operating, and full enjoyment of the name Texas Cooperative Liquid Assets Securities System Trust and Texas CLASS. The Board assigns to Public Trust Advisors, LLC an irrevocable license curing the term of the Public Trust Advisors, LLC tenure as Program Administrator to use all Intellectual Property rights described herein in connection with the administration of the Trust.

ARTICLE V

The Custodian

5.1 Appointment and Acceptance; Sub-Custodians

(a) Wells Fargo Bank, N.A., as Custodian, is appointed by each of the Participants to be the Custodian for the collective interests of the Participants under this Agreement for the period and on the terms set forth herein. The Participants hereby delegate to the Custodian the authority to hold legal title to investments purchased with their funds pursuant to Section 2256.016(d) of the Act. Wells Fargo Bank, N.A., as Custodian, accepts such appointment and agrees to render the services and to assume the obligations set forth herein for the compensation herein provided.

(b) The Custodian may employ other banks and trust companies as subcustodians including without limitation affiliates of the Custodian. The appointment of a subcustodian under this Section shall not relieve the Custodian of any of its obligations under this Agreement.

(c) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Agreement shall be accounted for in any manner that might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

5.2 Resignation and Removal; Successors

(a) The Custodian may resign upon the giving of at least sixty (60) days' prior written notice to the Board of Trustees and the Program Administrator. A majority of the Board of Trustees may remove the Custodian upon at least sixty (60) days' prior written notice to the

Custodian and the Program Administrator. Notwithstanding the foregoing, the resignation or removal of the Custodian shall not be deemed effective unless a successor has been chosen pursuant to Section 5.2(b) hereof. In the event that assets remain in the possession of the Custodian due to the failure of the Board of Trustees to appoint a successor custodian, the Custodian shall be entitled to compensation for its services during such period, and the provisions of this Agreement relating to the duties and obligations of the Custodian shall remain in full force and effect. Alternatively, the Custodian shall have the right to commence an action in the nature of an interpleader and seek to deposit the assets in a court of competent jurisdiction.

(b) In the event that the Custodian shall give notice of its resignation or if the Board of Trustees shall give notice of the removal of the Custodian, a majority of the Board of Trustees shall appoint a successor provided, however, that so long as the Program Administrator is required to pay the fees of the Custodian pursuant to Article VI hereof, the appointment of such successor custodian shall require the prior written consent of the Program Administrator.

5.3 Powers

(a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one or more custody accounts for the benefit of the Trust (the Account) in the name of "[Name of Custodian] as Custodian for the Benefit of Texas CLASS" (and/or the name of such other pool or portfolio as established pursuant to this Trust Agreement) and will accept for safekeeping and for credit to the accounts, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.1 hereof and the income or earnings derived therefrom. The Custodian may accept funds hereunder for the purchase of securities to be held by the Custodian and shall not be required to make an independent determination whether such funds are Investment Funds.

(ii) Except as provided in Section 5.3(c)(iii), all securities and other non-cash Investment Property held in each account shall be physically segregated from other securities in the possession of the Custodian and from other pools or portfolios established pursuant to this Trust Agreement and shall be identified as subject to this Agreement.

(b) In accordance with instructions of the Program Administrator who shall act in a manner consistent with this Agreement, the Custodian shall, for the account and benefit and burden of the Participants:

(i) receive and deliver Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibits A and B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive

or registered form and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge, and deliver as Custodian any and all documents or instruments (including but not limited to all declarations, affidavits, and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 5.3(b);

(v) sell, exchange, or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Trust and any and all Participants at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property: (a) collect, sue for, receive, and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon, or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands, or things relating to the Investment Property; (d) foreclose on any personal property, security, or instrument securing any investments, notes, bills, bonds, obligations, or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale and convey good title thereunder free of any and all interests of any and all Participants and in connection with any such foreclosure or sale, purchase, or otherwise acquire title to any personal property; (f) be a party to the reorganization of any person and transfer to and deposit with any corporation, committee, voting trustee, or other person any securities, investments, or obligations of any person that form a part of the Investment Property for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements, and other instruments; (i) pay or satisfy any debt or claims; and (j) file any financing statements concerning the Investment Property with the appropriate authorities to protect the Investment Property from any potential claim of any creditors of any of the Participants; and

(vii) exercise all other rights and powers to take any action in carrying out the purposes of this Agreement.

(c) (i) with respect to Investment Property held by the Custodian hereunder, the Custodian shall collect all income or other payments, release and deliver such Investment Property, and take any other action as directed by the Program Administrator with respect to dividends, splits, distributions, spinoffs, puts, calls, conversions, redemptions, tenders, exchanges, mergers, reorganizations, rights, warrants, or any other similar activity relating to the Investment Property held in the Account. The Custodian shall request direction of the Program Administrator upon receipt of actual notice of any such activity. For purposes of this paragraph, the Custodian shall be deemed to have actual notice if the Program Administrator informs the Custodian of such activity or if information concerning any such activity is published in one or more of the following publications: J.J. Kenny's Munibase System, Financial Card Service, Xcitek, Inc., Standard & Poors' Called Bond Listing, Depository Trust Reorganization Notices, and The Wall Street Journal. If the Custodian does not have actual notice of such activity, any such activity will be handled by the Custodian on a "best efforts" basis.

The Custodian shall not be under any obligation or duty to take action to effect collection of any amount if the assets on which such amount is payable are in default and payment is refused after due demand or presentation. The Custodian will, however, promptly notify the Program Administrator in writing of such default and refusal to pay.

The Custodian is not authorized and shall not disclose the name, address, or security positions of the Participants in response to requests concerning shareholder communications under Section 14 of the Securities Exchange Act of 1934, the rules and regulations thereunder, and any similar statute, regulation, or rule in effect from time-to-time;

(ii) the Custodian shall promptly deliver or mail to the Program Administrator all forms of proxies and all notices of meetings received by the Custodian relating to Investment Property held under this Agreement and, upon receipt of instructions from the Program Administrator, shall execute and deliver such proxies or other authorizations as may be required. Neither the Custodian nor its nominee shall vote any Investment Property or execute any proxy to vote the same or give any consent to take any other action with respect thereto (except as otherwise herein provided) unless directed to do so by Program Administrator upon receipt of instructions;

(iii) the Custodian shall hold the Investment Property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at The Depository Trust Company or other depository, sub-custodian, or clearing corporation; or (c) in a book entry account with the Federal Reserve Bank in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property held by any such depository, sub-custodian, clearing corporation, or Federal Reserve Bank may be held in the name of their respective nominees provided, however, that the custodial relationship and the interests of the Trust or the Participants regarding such Investment Property shall be

noted on the records kept by the Program Administrator and the custodial relationship on behalf of the Trust or the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of Trust or the Participants to be noted on the records of such depository, sub-custodian, clearing corporation or Federal Reserve Bank. The Custodian shall not be obligated or liable for costs, expenses, damages, liabilities, or claims (including attorneys' or accountants' fees) that are sustained or incurred by reason of any action or inaction of the Federal Reserve Bank book entry system, The Depository Trust Company, or any other central depository or clearing agency which is or may become standard market practice to use for the comparison and settlement of securities trades provided, however, that nothing in this sentence shall relieve the Custodian of its obligations set forth in Section 5.1 (b) hereof regarding banks or trust companies selected as sub-custodians; and

(iv) the Custodian shall hold and physically segregate for each account all Investment Property owned by each account other than Investment Property held pursuant to 5.3(c)(iii)(b) and (c) above. Investment Property physically held by the Custodian (other than bearer securities) may be registered in the name of any nominee of Custodian, provided that the records of the Custodian provide that such Investment Property is held in a custodial capacity and that such Investment Property is not an asset of the Custodian or such nominee. All Investment Property accepted by Custodian under the terms of this Agreement shall be in negotiable form.

5.4 Custodial Relationship: Custodian Records

(a) The Custodian shall hold the Investment Property in its capacity as custodian for the benefit of the Trust. The Investment Property shall be custodial property of the Custodian and shall not be or be deemed to be an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's balance.

(b) The Custodian shall maintain its own internal records concerning the account(s) and the transactions contemplated by this Agreement, and the Custodian shall cause all of such records to reflect the custodial relationship created by this Agreement and the fact that the Investment Property in each account belongs to the Trust for the collective benefit of the Participants in each pool or portfolio established pursuant to this Trust Agreement, respectively. Notwithstanding the foregoing, the Program Administrator shall maintain all records regarding each Participant's beneficial interest in such Investment Property, and such records shall conclusively determine the beneficial interests of each Participant in the Investment Property segregated between the pools or portfolios in which such Investment Property is held. The records maintained by such Program Administrator shall be conclusively determinative of the beneficial interests of the Participants in each pool or portfolio

established pursuant to this Trust Agreement, it being understood that the Custodian shall not be obligated to maintain records concerning the beneficial interest of individual Participants in the Investment Property.

5.5 Reliance on Instructions

(a) The Custodian is authorized to accept and shall be fully protected if it relies upon the instructions given by any authorized officer, employee, or agent of the Program Administrator including any oral instructions that the individual receiving such instructions on behalf of the Custodian believes in good faith to have been given by an authorized officer, employee, or agent of the Program Administrator, and all authorizations shall remain in full force and effect until canceled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees, or agents of the Program Administrator shall be only such persons as are designated in writing to the Custodian by the Program Administrator. The Custodian may rely on instructions received by telephone, tested telex, TWX, facsimile transmission, or by bank wire that the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through a customer data entry system or any similar electronic instruction system acceptable to the Custodian. Any instructions delivered to the Custodian by telephone shall promptly thereafter be confirmed in writing by an authorized person, but the Custodian will incur no liability for the Program Administrator's failure to send such confirmation in writing. Instructions are deemed given to the Custodian when actually received by the Custodian.

(b) In the absence of bad faith or negligence on its part, the Custodian may conclusively rely on the truth and correctness of the statements expressed in notices, certificates, or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate, or document submitted to it or verify the accuracy of the contents thereof.

5.6 Degree of Care

(a) The Custodian shall hold the Investment Property in the account(s) with the same degree of care and protection with which it holds its own property. The Custodian agrees that it shall be responsible for any loss of Investment Property caused solely by the negligence or bad faith of the Custodian or its agents or any material breach of this Agreement by the Custodian. The Custodian is hereby released from liability except for liability arising from the negligence or bad faith of the Custodian or its agents or from any material breach of this Agreement by the Custodian. In the event of any such loss of Investment Property, the Custodian shall promptly replace the Investment Property or the value thereof and the value of any such loss of rights or privileges resulting from such loss. The Custodian shall not be

responsible for the acts or omissions or solvency of any broker or agent selected by the Program Administrator to affect any transactions for the account(s).

(b) The Custodian shall not be liable for any error of judgment made in good faith by an employee, officer, or agent of the Custodian unless it was proved that the Custodian was negligent in ascertaining the pertinent facts.

(c) Except as provided in Section 5.6(a), the Custodian shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers unless it receives indemnity satisfactory to it for repayment of such funds or against such risk of liability.

(d) The Custodian shall have no discretion whatsoever with respect to the management, disposition, or investment of Investment Property and is not a fiduciary to the Program Administrator or the Participants. During the term of this Agreement, the Custodian may, with respect to questions of law and construction of this Agreement, apply for and obtain, at the cost of the Custodian, the advice and opinion of counsel of its choice and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such advice or opinion. The Custodian shall have no duties except those that are specifically set forth in this Agreement. The Custodian shall only be responsible for custody hereunder of Investment Property delivered to it and then only while such Investment Property is held in the Account.

5.7 Subrogation - At the election of a majority of the Board of Trustees, the Trust shall be entitled to be subrogated to the rights of the Custodian with respect to any claim against any other person or institution that the Custodian may have as a consequence of any loss or damage to the Investment Property. In such event, the Board of Trustees shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for such loss.

5.8 Insurance

(a) The Custodian shall maintain insurance coverage the following types and amounts with limits agreed to be the Board of Trustees:

(b) Financial Institution Bond - $100,000,000

(c) Professional Liability - $100,000,000

5.9 Setoff - The Custodian shall not have, and shall not seek to enforce, any right of setoff, recoupment, or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Agreement.

ARTICLE VI

Trust Expenses

6.1 Expenses

(a) In consideration of the performance of its obligations hereunder, the Program Administrator shall receive a fee from the Trust as set forth on Exhibit F, which fee shall be paid from the earnings of the Trust. The Program Administrator's fee shall be an Investment Property Liability. The Program Administrator shall submit a monthly bill to the chairman of the Board of Trustees for approval stating the amount of the fee for the previous month and providing sufficient information to demonstrate that the fee was calculated in accordance with Exhibit F. The chairman of the Board of Trustees is hereby given the authority to approve or disapprove the bills submitted by the Program Administrator. After receiving the approval of the chairman of the Board of Trustees of such bills, the Program Administrator shall submit such bills to the Custodian for payment, and the Custodian shall pay such bills from the earnings of the Trust. If the chairman of the Board of Trustees does not approve the bills submitted by the Program Administrator within 60 days of their submittal, the Program Administrator may present the bills to the Board of Trustees for review and approval.

(b) From its fee, the Program Administrator shall pay the following costs and expenses:

1. the Custodian's fee as set forth in Exhibit I;

2. all custodial and securities clearance transaction charges;

3. the costs of third parties retained by the Program Administrator to render investment advice pursuant to Section 4.9;

4. all Investment Property record-keeping expenses;

5. the costs of preparing monthly and annual reports;

6. the costs related to sales, marketing, and client service (including website maintenance and certain conference sponsorships);

7. the cost of valuing the Investment Property;

8. outgoing wire charges of the Custodian and the costs of Participant communications including Participant surveys and mailings;

9. the costs of the Trust's auditors and legal counsel;

10. the costs of meetings of the Participant or the Board of Trustees;

11. outgoing wire charges of the Custodian and the cost of obtaining a rating, if any;

12. expenses for Board and Participant meetings including Board travel and education expenses; and

13. the costs of Insurance for the Board and the Trust.

The Program Administrator and the Board of Trustees shall annually establish a budget for the Board's expenses including without limitation the expenses of the Board and committee meetings, the Participant meeting(s), Board travel and education expenses, legal fees, audit fees, and insurance the Program Administrator shall facilitate the payment of these expenses on behalf of the Board from its fee.

(c) Any expenses not paid by Public Trust Advisors, LLC above shall be as mutually agreed upon by the Program Administrator and the Board of Trustees.

ARTICLE VII

Representations and Warranties

7.1 **Representations and Warranties of Each Participant** - Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary resolutions including without limitation as required by Section 2256.016(a) of the Act in order to execute and deliver this Agreement and to perform its obligations hereunder including without limitation the appointment of the Trustees as Trustees, the appointment of the Custodian as Custodian, and the appointment of the Program Administrator as Program Administrator; and

(b) the execution, delivery, and performance of this Agreement by the Participant is within the power and authority of the Participant and does not violate the laws of the state of Texas applicable to the Participant itself and not to the other parties hereto or the Participant's charter or its organizational statute, instrument, or documents or any other applicable local ordinance, resolution, rule, or regulation; and

(c) the execution, delivery, and performance of this Agreement has been duly authorized, and this Agreement is the legal, valid, and binding obligation of the Participant enforceable against the Participant in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization, and similar laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(d) the certificates delivered heretofore or hereafter by the Participant pursuant to this Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the execution, delivery, and performance of this Agreement do not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default, or an event with notice or lapse of time or both would constitute a default or an event of default under the terms of any contract or permit to which the Participant is a party or by which the Participant or its properties are bound; and

(f) the proposed investment strategies of the Trust are consistent with and are contemplated by the investment strategy adopted by the Participant pursuant to Section 2256.005(d) of the Act.

7.2 Representations and Warranties of the Custodian - The Custodian hereby represents and warrants that:

(a) the Custodian is a duly organized and validly existing national banking organization organized under the laws of the United States with an office in Dallas, Texas, and is duly qualified to conduct business in the state of Texas; and

(b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the Custodian and this Agreement is the legal, valid, and binding obligation of the Custodian enforceable against the Custodian in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization, and similar laws now or hereafter in effect relating to creditors' rights generally or the rights of creditors of banks, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Custodian of its obligations under this Agreement does not violate any laws, rules or regulations of the State of Texas applicable to the Custodian itself and not to the other parties hereto.

7.3 Representations and Warranties of the Program Administrator - The Program Administrator hereby represents and warrants that:

(a) the Program Administrator is a duly organized and validly existing Colorado limited liability company, and is an investment advisor duly registered under the Investment Advisers Act of 1940; and

(b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Program Administrator and this Agreement is the legal, valid and binding obligation of the Program Administrator, enforceable against the Program Administrator, in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to

general principles of equity (whether applied in a proceeding at law or in equity); and

(c) the performance by the Program Administrator of its obligations under this Agreement does not violate any laws, rules, or regulations of the state of Texas applicable to the Program Administrator itself and not to the other parties hereto.

ARTICLE VIII

Covenants

8.1 Source of Investments - Each Participant hereby covenants that it will invest, pursuant to Section 2.2, only Investment Funds that are permitted to be invested by it pursuant to the laws of the state of Texas and any charter, instrument, organizational document, or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule, or regulation applicable to such Participant and that it will perform all actions required by the laws of the state of Texas and any charter, instrument, organizational document, or organizational statute applicable to such Participant and any state or local ordinance, resolution, rule, or regulation applicable to such Participant to be done prior to such investment.

8.2 Truth of Representations and Warranties - Each party to this Agreement hereby covenants that it shall withdraw from this Agreement prior to the time any of the representations and warranties made by it in Article VII hereof ceases to be true.

ARTICLE IX

Amendment and Termination

9.1 Amendment

(a) Unless explicitly set forth otherwise herein, this Agreement may be amended only by a writing consented to by the Program Administrator, the Custodian, and the Trust acting through the Board of Trustees.

(b) Any amendment executed pursuant to Section 9.1(a) hereof will be effective thirty (30) days after notice is mailed to the Participants setting forth such amendment and stating that the last consent required by Section 9. I (a) hereof has been obtained.

(c) Notwithstanding the foregoing, Exhibit E may be amended by the written consent of a majority of the Board of Trustees. Any such amendment shall become effective thirty (30) days after notice is mailed to the Program Administrator, the Custodian, and the Participants

setting forth such amendment and stating that such amendment has been consented to by a majority of the Board of Trustees.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Program Administrator. Any such amendment shall become effective thirty (30) days after notice is mailed to the Participants and the Custodian setting forth such amendment.

(e) Notwithstanding the foregoing, Exhibit G may be amended by an amendment consented to by the Program Administrator and the Custodian. Any such amendment shall become effective upon the obtaining of such consents.

(f) All Participants that remain Participants after any amendment becomes effective shall be deemed to have consented to the amendment.

9.2 Termination

(a) This Agreement shall continue in full force and effect unless terminated as set forth in this Section 9.2. This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if this Agreement is not amended to name a new Custodian or Program Administrator on or before the day that is immediately prior to the date on which the resignation, withdrawal, or removal of the Custodian or Program Administrator would otherwise become effective.

(b) Upon the termination of this Agreement pursuant to this Section 9.2:

(i) The Custodian, the Board of Trustees, the Trust, and the Program Administrator shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board of Trustees, the Trust, and the Program Administrator shall proceed to wind up their affairs in connection with the Investment Property, and all of the powers of the Custodian, the Board of Trustees, the Trust, and the Program Administrator under this Agreement shall continue until the affairs of the Custodian, the Board of Trustees, the Trust, and the Program Administrator in connection with the Investment Property shall have been wound up including but not limited to the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Property Liabilities and do all other acts appropriate to liquidate their affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment

Property Liabilities and upon receipt of such releases, indemnities, and refunding agreements as each of the Custodian, the Board of Trustees, the Trust, and the Program Administrator deem necessary for their protection, the Program Administrator shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Program Administrator shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Program Administrator, the Custodian, the Board of Trustees, and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, the Trust shall cease, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 4.6(a), 4.8 and 5.6 hereof shall survive any resignation or termination of the Program Administrator or the Custodian or any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 9.2 (a) hereof because of the resignation and/or removal of the Program Administrator, such resignation and/or removal shall be postponed until the instrument contemplated by Section 9.2(c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

(e) Notwithstanding the above, one or more separate pools or portfolios established pursuant to this Trust Agreement may be terminated and its assets distributed to the Participants of that pool or portfolio. The dissolution of a pool or portfolio established pursuant to this Trust Agreement does not affect any other pool or portfolio established pursuant to this Trust Agreement. No pool or portfolio established pursuant to this Agreement shall have any right to or claim on the assets of any other pool or portfolio established pursuant to this Agreement.

ARTICLE X

Miscellaneous

10.1 **Governing Law** - This Agreement is executed by the Participants and delivered in the state of Texas and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state of Texas.

10.2 **Counterparts** - This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall

constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

10.3 Severability - The provisions of this Agreement are severable, and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the conflicting provisions shall be deemed never to have constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 9.1 hereof to remove the conflicting provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the conflicting provisions.

10.4 Pools Separately Managed - Separate pools or portfolios established and operated pursuant to the Trust Agreement shall be managed and operated separately and independently by the Program Administrator. There shall be no co-mingling of funds between pools or portfolios, and Participants in one pool or portfolio established pursuant to this Trust Agreement shall have no claim on the funds or assets of another pool or portfolio established pursuant to this Trust Agreement, and investment earnings shall remain in the pool or portfolio in which they are realized.

10.5 Gender Section Headings and Table of Contents

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

10.6 No Assignment - No party hereto may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Agreement to any other person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

10.7 No Partnership - Other than the creation of the Trust by the Participants hereunder, no provision of this Agreement shall create or constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the parties intends this Agreement to constitute a partnership or any other joint venture or association.

10.8 Notice - Unless oral notice is otherwise allowed in this Agreement, all notices required to be sent under this Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, telegraph, telex, or computer hookup; or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Program Administrator;

(c) shall be deemed to have been given on the day of such mailing, transmission, or deposit; and

(d) any of the methods specified in Section 10.7(b) shall be sufficient to deliver any notice required hereunder notwithstanding that one or more of such methods may not be specifically listed in the sections hereunder requiring such notice.

10.9 Entire Agreement - Except with respect to the letter described in Exhibit G between the Custodian and the Program Administrator, this Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

10.10 Confidentiality

(a) All information and recommendations furnished by the Program Administrator to the Participants or the Board of Trustees that is marked confidential and all information and directions furnished by the Program Administrator to the Custodian shall be regarded as confidential by each such person to the extent permitted by law. The Program Administrator and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Trust and Participants. Nothing in this paragraph shall prevent any party from divulging information as required by law or from divulging to civil, criminal, bank, or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply or to prevent the Program Administrator from distributing copies of this Agreement or the aggregate value of the Trust to third parties provided, however, confidential information shall not include (i) information that is independently developed or obtained by a party without the use of information provided by any other party; or (ii) information that is otherwise available to the public.

(b) In the event that online terminals or similar electronic devices are used for communication from the Program Administrator to the Custodian or from the Participants to either the Program Administrator or the Custodian, the Program Administrator and the Participants agree to safeguard and maintain the confidentiality of all passwords or numbers

and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Agreement. The Custodian and the Program Administrator may electronically record any instructions given by telephone and any other telephone discussions with respect to the Account or transactions pursuant to this Agreement.

10.11 Disputes - In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least ten days before commencing legal action.

10.12 Majority of Participants - Whenever any provision hereof refers to a majority of the Participants, such majority shall be determined based upon the number of Participants at that time and shall not be determined by a reference to the balance of each Participant.

10.13 Writings - Whenever this Agreement requires a notice, instruction, or confirmation to be in writing or a written report to be made or a written records to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photo static, photographic, or micrographic data storage method such as microfiche as well as on paper.

10.14 Effective Date - This Agreement shall become effective on the effective date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in its name and on its behalf as of the date first written above.

Public Trust Advisors, LLC



By: _____

Name: Randy S. Palomba

Title: Managing Director



By: _____

Name: Thomas D. Jordan

Title: Chief Executive Officer

Wells Fargo Bank, N.A.
as Custodian

By: _____

Name: _____

Title: _____

THE PARTICIPANTS IN THE TRUST THAT HAVE ENTERED INTO THIS AGREEMENT

By: _____

Chair, Board of Trustees of the Trust

By: _____

Secretary, Board of Trustees of the Trust

Wells Fargo Bank, N.A.
as Custodian

By: Andrea Stellosh

Name: Andrea Stellosh

Title: Vice President

THE PARTICIPANTS IN THE TRUST THAT HAVE ENTERED INTO THIS AGREEMENT

By: _____

Chair, Board of Trustees of the Trust

By: _____

Secretary, Board of Trustees of the Trust

EXHIBIT A

Investment Procedures

1) A Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be invested and, if more than one fund or account with Texas CLASS has been established, into which fund or account such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire Investment Funds to the corresponding account at the Custodian.

2) Receipt of the Program Administrator prior to the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the same business day.

3) Receipt by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the next business day.

4) If Investment Funds for which notification of deposit has been given are not received (except if the Participant can show the contribution procedures have been followed) by the end of the business day on which such notification is given, the Program Administrator shall deduct the value of such Investment Funds from the Participant's balance if previously credited.

If the Participant fails to instruct its bank depository to wire Investment Funds before the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, on the day notice of the deposit is provided to the Program Administrator, the Participant's balance shall be charged interest equal to any interest earned on such failed deposit for each day the Participant's balance was credited with the deposit before the date the deposit was received. If the Participant can show the contribution procedures have been followed and, notwithstanding, the Investment Funds are not received, then the Program Administrator shall seek to obtain such Investment Funds from the party responsible for the failure of delivery.

5) Participants are prohibited from withdrawing Investment Funds credited to their balance(s) pursuant to (2) and (3) above until such Investment Funds are received by the Custodian.

6) These investment procedures may be amended from time-to-time pursuant to Section 9.1(d) hereof provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

Payment Procedures

1) The Participant shall provide notification to the Program Administrator via methods acceptable to the Program Administrator indicating the amount to be withdrawn and, if more than one fund or account within Texas CLASS has been established, from which fund or account such amount shall be withdrawn.

2) The Participant shall indicate the payee and include wire or ACH instructions.

3) Requests for withdrawals received by the Program Administrator by the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, will be processed to permit payment on the business day.

4) Requests for withdrawals received by the Program Administrator after the cut-off time established pursuant to the Texas CLASS website, accessible at https://www.texasclass.com, will be processed the following business day.

5) Participants may only request withdrawals from an account of an amount not to exceed their balance in such account at the time payment is made pursuant to such request.

6) Requests for withdrawals received in accordance with (3) above by the Program Administrator shall be wired or processed through ACH in accordance with the Participant's instructions after noon on such business day, and the funds so wired or processed through ACH shall be immediately available funds.

7) These payment procedures may be amended from time to time pursuant to Section 9.1 (d) hereof, provided, however, that the Program Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C

Valuation Procedures

1. Portfolio Valuation

a. Amortized Cost Valuation - On a daily basis, normally at 3:00 p.m. ET, the Investment Property Value shall be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

b. Mark-to-Market - At least daily, the Investment Property Value shall be determined on a mark-to-market basis as follows:

The Program Administrator shall determine the market value of the specific investment holdings for the Texas CLASS pool or portfolio. The market values shall be obtained from one or more sources that the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Program Administrator to price the underlying securities on a daily basis.

The market value of the collateral supporting repurchase agreements that are "delivery versus payment" shall be determined by the portfolio manager for each portfolio using the current bid price of the collateral securities obtained from Bloomberg L.P.

The market value of the collateral supporting tri-party repurchase agreements shall be determined by the tri-party custodian. The tri-party custodian will forward a collateral report to the Texas CLASS operations team every business day.

2. Amendment

These Valuation Procedures may be amended from time-to-time pursuant to Section 9.I (d) hereof.

EXHIBIT D

Participation Certificate

The undersigned _____ does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Eighth Amended and Restated Trust Agreement (the Agreement) dated as of April 8, 2019, by and between the Participants, Wells Fargo Bank, N.A. as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that _____ is the duly designated representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, in order for it to participate in the Trust created by the Agreement.

_____

(Name of Participant)

PARTICIPANT EXECUTION DATE

By: _____

Name:

Title:

Accepted:

Public Trust Advisors, LLC

By: _____

Name:

Title:

EXHIBIT E

Investment Criteria

1. General Objectives

a. Legality: invest only in investments legally permissible under Texas law.

b. Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value. The Trust shall be managed so that the Trust shall receive the highest rating for a local government investment pool from a nationally recognized statistical rating organization for so long as such a rating is required by Texas law.

c. Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.

d. Yield: maximize current income to the degree consistent with legality, safety, and liquidity.

2. General Standard - All investments made on behalf of the Trust shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority:

1. preservation of safety of principal;
2. liquidity; and
3. yield.

3. Investments - Investment Funds may be invested in any or all of the legal investments specified in Sections 2256.009 through 2256.016, Public Funds Investment Act, Texas Government Code, as the same may be hereafter amended or in any successor statute but only to the extent that such investments would be permitted by Rule 2a-7, as amended from time-to-time, promulgated by the United States Securities and Exchange Commission pursuant to the Investment Company Act of 1940, as amended (the Rule) if the Rule were applicable to the Trust. The investment criteria for any additional pools or portfolios established pursuant to the Agreement may provide for a more limited investment criteria or investment in only certain investments specified in the Public Funds Investment Act.

4. Amendments -These Investment Criteria may be amended from time-to-time pursuant to Section 9. I (c) hereof.

EXHIBIT F

Program Administrator's Fee

For the performance of its obligations under this Agreement, the Program Administrator will charge a fee from the Investment Property Value (the Daily Fee) for each pool or portfolio established pursuant to this Agreement. This Daily Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which this Agreement is in effect.

The Daily Fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Daily Fee accrual. The Investment Property Value shall be based on the current day's shares outstanding. For weekend days and holidays, the shares outstanding for the previous business day will be utilized for the calculation of fees.

The Applicable Fee Rate shall be determined monthly on the first business day of each month for each pool or portfolio established pursuant to this Agreement and shall be calculated according to the schedule below which is applicable to each pool or portfolio established pursuant to this Agreement:

	Cumulative Balance	Fee Percentage
First	$1,000,000,000	0.120%
Next	$1,000,000,000	0.110%
Next	$1,000,000,000	0.100%
Next	Over $3,000,000,000	0.090%

Fees may be waived or abated at any time, or from time-to-time, at the sole discretion of the Program Administrator. Any such waived fees may be restored by the written agreement of the Board of Trustees in its sole discretion.

In the event that the Investment Property Value for each pool or portfolio established pursuant to this Agreement declines at any time to a level that would cause the Program Administrator's fee to equal an amount equal to or in excess of the remaining Investment Property Value, the fee shall be reduced to zero.

The blended fee shall never be greater than the yield to the Participants in the corresponding pool or portfolio.

EXHIBIT G

Custodian's Fee

Rate Schedule - The Program Administrator shall pay to the Custodian the costs and fees specified in the Fee Schedule effective April l, 2013, from the Custodian to the Program Administrator as amended from time-to-time by the Program Administrator and the Custodian pursuant to Section 9.1 (e) hereof.

Texas CLASS®

Registration Packet

Texas Cooperative Liquid Assets Securities System Trust

Welcome to Texas CLASS

We believe you have made a sound financial decision in choosing the Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS). We look forward to being your trusted provider and are excited to connect with you to make your investment process a positive, easy experience.

Texas CLASS is a short-term, highly liquid investment program designed specifically for public-sector funds. It provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

This packet contains all the materials necessary to set up your Texas CLASS account(s). If you have any questions about the registration process or about your Texas CLASS account(s), please do not hesitate to contact us. The Texas CLASS Client Service team can be reached any business day from 8:30 a.m. to 4:30 p.m. CT by phone at (800) 707-6242 or by email at clientservices@texasclass.com.

Thank you for choosing Texas CLASS!

Sincerely,
The Texas CLASS Board of Trustees

Registration Procedures

To join Texas CLASS, please complete the following:

1) Read the Trust Agreement (A copy can be found on www.texasclass.com).
2) Pass the resolution authorizing participation in Texas CLASS (page 3 and 4).
3) Adopt the Trust Agreement by signing Exhibit D (page 5).
4) Complete the Entity Registration (page 6).
5) Complete the Authorized Contacts Form (page 7/8).
6) Complete the Account to be Established Form; you may open as many accounts as you wish (page 9).
7) Keep the original forms for your records, and send the completed packet to the Texas CLASS Client Service team by fax (855) 848-9910 or by email clientservices@texasclass.com.

Questions? Please contact us; we would love to hear from you!

Texas CLASS Client Service Team
T (800) 707-6242
clientservices@texasclass.com

Resolution to Participate

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the Act) requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the City Council (the Governing Body) of the _____ (the Local Government) has previously reviewed and adopted an investment policy (the Policy) that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed _____ (the Investment Officer) to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated December 2016 (the Information Statement), of Texas Cooperative Liquid Assets Securities System Trust (the Program), an investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Eighth Amended and Restated Trust Agreement dated as of April 8, 2019 (the Trust Agreement), that provides the terms on which the Program will operate and the rights of the Participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the Administrator) and of Wells Fargo Bank as custodian (the Custodian);

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

That the form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved that the Governing Body hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper; and be it further

Resolved that this Resolution shall take effect and be in full force upon and after its passage.

Authorized Signature	Date	Printed Name	
Authorized Signature	Date	Printed Name	

Exhibit D – Participation Certificate

The undersigned _____ (the Local Government) does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Eighth Amended and Restated Trust Agreement (the Agreement) dated as of April 8, 2019, by and between the Participants, Wells Fargo Bank as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that _____ (the Investment Officer) is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, for it to participate in the Trust created by the Agreement.

_____
Entity Name

_____ _____
Signature Date Title

Accepted by Administrator (to be completed by Texas CLASS):

_____ _____
Signature Date Title

Trust Registration

Entity Information

Entity Name (Participant) _____

Entity Type: City/Town County School District Special District

Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year End Date (Month/Day) _____

The _____ (the Local Government) hereby wishes to invest in the following portfolio:

Texas CLASS
Texas CLASS Government
Both

Texas CLASS is hereby authorized to honor any telephoned, faxed, or electronic request believed to be authentic for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying Texas CLASS of any changes to its account.

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

Wire ACH Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

Wire ACH Both

Authorized Contacts

Representative and Authorized Signer

Mr. Ms. _____ _____
Print First and Last Name Title

_____ _____
Signature Required Phone

_____ _____
Email Fax

Email Notifications
Monthly Statements
Transaction Confirmations

Online Account
Online User Access

Additional Contact (Optional)

Mr. Ms. _____ _____
Print First and Last Name Title

_____ _____
*(Signature Required if Authorized Signer) Phone

_____ _____
Email Fax

Permissions (must check one)
Authorized Signer to Move Funds*
Read-Only Access

Email Notifications
Monthly Statements
Transaction Confirmations

Online Account
Online User Access

Additional Contact (Optional)

Mr. Ms. _____ _____
Print First and Last Name Title

_____ _____
*(Signature Required if Authorized Signer) Phone

_____ _____
Email Fax

Permissions (must check one)
Authorized Signer to Move Funds*
Read-Only Access

Email Notifications
Monthly Statements
Transaction Confirmations

Online Account
Online User Access

Authorized Contacts (cont.)

Additional Contact (Optional)

Mr. Ms. _____ _____
Print First and Last Name Title

_____ _____
*(Signature Required if Authorized Signer) Phone

_____ _____
Email Fax

Permissions (must check one)
Authorized Signer to Move Funds*
Read-Only Access

Email Notifications
Monthly Statements
Transaction Confirmations

Online Account
Online User Access

Additional Contact (Optional)

Mr. Ms. _____ _____
Print First and Last Name Title

_____ _____
*(Signature Required if Authorized Signer) Phone

_____ _____
Email Fax

Permissions (must check one)
Authorized Signer to Move Funds*
Read-Only Access

Email Notifications
Monthly Statements
Transaction Confirmations

Online Account
Online User Access

Additional Contact (Optional)

Mr. Ms. _____ _____
Print First and Last Name Title

_____ _____
*(Signature Required if Authorized Signer) Phone

_____ _____
Email Fax

Permissions (must check one)
Authorized Signer to Move Funds*
Read-Only Access

Email Notifications
Monthly Statements
Transaction Confirmations

Online Account
Online User Access

Accounts to be Established

Entity Name:_____

Texas CLASS Accounts
Desired Subaccount Name(s)*:
(To be completed by Participant)

Texas CLASS Government Accounts
Desired Subaccount Name(s)*:
(To be completed by Participant)

*Name must be limited to 30 characters.

How did you hear about Texas CLASS?

Texas CLASS Representative: _____

Referral by: _____

Texas CLASS Website

Email

Google Search

Other: _____