



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

**November 10, 2020**

**ADDISON TREEHOUSE**

**14681 MIDWAY RD., ADDISON, TX 75001  
6:30 PM WORK SESSION & REGULAR MEETING**

Notice is hereby given that the Addison City Council will conduct its REGULARLY SCHEDULED MEETING on Tuesday, November 10, 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](mailto: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](http://www.addisontexas.net).

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**Call Meeting to Order**

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**Pledge of Allegiance**

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**WORK SESSION**

1. Present and Discuss Recommendations for the Hotel Fund's Financial Sustainability.
2. Present and Discuss Recommendations Amending Fire Department Plan Review and Prevention Fees.
3. Present and Discuss the Town of Addison's Legislative Priorities for the 87th Texas Legislative Session.

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## REGULAR MEETING

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### Announcements and Acknowledgments Regarding Town and Council Events and Activities

### Discussion of Meetings / Events

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#### 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.

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#### Consent Agenda

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

4. Consider Action on the Minutes from the October 27, 2020 Regular Meeting.

5. Consider Action on a **Resolution to Approve the Purchase of Central Control Irrigation Software and Equipment from Interspec Through the BuyBoard Texas Local Government Purchasing Cooperative and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$96,421.60.
6. Consider Action on **Resolutions to Approve the Purchase of Eleven (11) Fleet Vehicles and Equipment Through BuyBoard and Authorize the City Manager to Execute the Purchase Orders** in an Amount Not to Exceed \$356,788.
7. Consider Action on a **Resolution to Approve the Purchase of (12) Vehicles from Sam Pack's Five Star Ford Through the Tarrant County Purchasing Cooperative and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$561,436.01.
8. Consider Action on a **Resolution to Approve the Purchase of (1) Ambulance from Mac Haik Chrysler Dodge Jeep LLC Through the Houston Galveston Area Council Cooperative and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$286,849.95.
9. Consider Action to Approve the **Purchase of Traffic Signal Controllers, Traffic Signal Smart Monitoring Devices, Vehicle Detection Upgrades and Associated Components and the Renewal of Traffic Signal Software, Maintenance, from Paradigm Traffic Systems, Inc. and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$144,569.
10. Consider Action on a **Resolution to Approve an Agreement for Street Sweeping Services Between the Town of Addison and Sweeping Services of Texas - Operating, L.P. and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$90,000.
11. Consider Action on a **Resolution to Approve the Third Renewal of the Master Services Agreement for Professional Engineering Services with Cobb, Fendley & Associates, Inc., Related to the Civil Engineering Review of Private Development Plans for Public Infrastructure and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$100,000.

12. Consider Action on a **Resolution to Approve an Economic Development Program Grant Agreement with Wingstop Restaurants, Inc. and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$111,000.
13. Consider Action on an **Ordinance Amending Chapter 2, Section 2-351 (Master Fee Ordinance- Plan Review and Inspection Fees) of the Code of Ordinances of the Town of Addison to Add Subsection (f) Fire Department Fees.**

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## Regular Items

14. Present, Discuss, and Consider Action on an **Ordinance Canvassing and Declaring the Results of a Special Charter Amendment Election Held in the Town of Addison, Texas on November 3, 2020.**
15. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on a .57-acre Property Located at 4901 Arapaho Road, Which Property is Currently Zoned PD, Planned Development, Through Ordinance O04-048, by Approving a New PD District, to Allow Development of a 41,388 Square Foot Commercial Building.** Case 1809-Z/Baumann Building.
16. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on Property Located at 3820 Belt Line Road, from PD, Planned Development, to a New PD District to Allow a Two-Story Retail and Office Building.** Case 1818-Z/3820 Belt Line Road.
17. Present and Discuss the **Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2020 Fourth Quarter Ended September 30, 2020.**

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## Adjourn Meeting

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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.

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**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.**

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POSTED BY: \_\_\_\_\_  
Irma G. Parker, City Secretary

DATE POSTED: Thursday, November 5, 2020

TIME POSTED: 5:00 PM

DATE REMOVED FROM BULLETIN BOARD: \_\_\_\_\_

REMOVED BY: \_\_\_\_\_

**Council Meeting**

1.

**Meeting Date:** 11/10/2020

**Department:** City Manager

**Pillars:** Gold Standard for Financial Health

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**AGENDA CAPTION:**

Present and Discuss Recommendations for the Hotel Fund's Financial Sustainability.

**BACKGROUND:**

During the October 27, 2020 Council meeting, Staff began a discussion with Council about the financial sustainability of the Hotel Fund. The discussion included an overview of the Hotel Fund and Texas Hotel Occupancy Tax regulations. A five year projection of the the fund's financial sustainability was presented. Staff also discussed the events and activities of the Hotel Fund in a program-based format. Council provided direction on the development of recommendations.

During this agenda item, Staff will present an update to Council.

**RECOMMENDATION:**

Staff seeks Council direction.

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**Attachments**

Presentation - Hotel Fund

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# Hotel Fund Financial Sustainability Recommendations

The logo for ADDISON, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes diagonal grey and white sections.

# Tonight's Agenda Item

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

During a Work Session on October 27, 2020, Staff briefed Council on the long-term financial sustainability of the Hotel Fund.

Tonight, Staff will provide an update to Council.

# Hotel Fund Recommendations

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

Staff will maintain the Gold Standard in all Hotel Fund Programs while being sensitive to the financial impacts of COVID-19 on the fund.

The Hotel Fund's ability to meet the 25% reserve requirement in Fiscal Year 2022 and beyond is best addressed by fund transfers such as:

- Reimbursing the Hotel Fund from the Infrastructure Investment Fund for the \$1,126,567.67 the for Addison Circle Fountains.
- Paying for Addison Circle Park (ACP) Maintenance from the General Fund and having the Hotel Fund rent ACP for events.

The Fiscal Year 2022 Budget process is the appropriate time to discuss and consider these transfers.

**Council Meeting**

2.

**Meeting Date:** 11/10/2020

**Department:** Fire

**Pillars:** Gold Standard in Public Safety

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

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**AGENDA CAPTION:**

Present and Discuss Recommendations Amending Fire Department Plan Review and Prevention Fees.

**BACKGROUND:**

The Addison Fire Department charges fees for fire plan reviews and inspections. Staff evaluated Addison’s current fee ordinance to determine if the fee calculation methodology and fee schedule are consistent with comparison cities.

Staff will present the findings of this evaluation and recommend amending the current calculation methodology and fee schedule. The main changes being proposed are to:

- Base fees on the project’s value (flat fee) instead of square footage.
- Amend current fees to be consistent with other Town fees and comparison cities’ fees.
- Add new fees for other permits and services provided by the Fire Prevention Division.

The proposed ordinance amendment may increase the Town’s revenues by an estimated \$15,000 per year.

**RECOMMENDATION:**

Staff requests direction from Council.

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**Attachments**

Presentation - Fire Prevention Fees Amendment

Ordinance (draft) - Amending Fire Department Fees

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# Proposed Fire Fee Amendment

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

## Addison's plan review fees:

- Currently based on square footage
- Higher than most comparison cities
- Fee calculation can be confusing
- First developed October 2019

# Plan Review Challenges- Addison

Location	Date	Fee Calculated	Fee After Adjustment
3725 Vitruvian	May 2020	\$7,850	\$600
16001 Dallas Pkwy	October 2020	\$24.32	\$100

# Comparison Cities' Plan Review Fees

## The Following Comparison Cities Charge a Flat Fee

Farmers Branch	\$120 to \$2000
Coppell	\$50 plus device count
Flower Mound	\$50 to \$4080
McKinney	\$100 to \$4080
Richardson	\$60 + 1% of cost
Carrollton	\$75 + \$4 per \$1000

# Farmers Branch Plan Review Fee

Farmers Branch	Permit Fee
\$0-\$5000	\$100
\$5001-\$25,000	\$120 or 1.5% of CV, whichever is greater
\$25,001-100,000	\$375 or 1.0% of CV, whichever is greater
\$100,001-\$250,000	\$1000 or 0.6% of CV, whichever is greater
\$250,001 and up	\$1500 or 0.3% of CV, whichever is greater

# Proposed Plan Review Fee - Addison

Plan Review Fees - **Project Value** is cost of the fire protection system or job.

Fire Protection Project Value	Permit Fee
\$0-5,000	\$100
\$5,001-25,000	\$200
\$25,001-100,000	\$600
\$100,001-250,000	\$1,200
\$250,001 and up	\$1,750

# Proposed New Fire Fees - Addison

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

Service Provided	Fee
Residential Fire Sprinkler Review, Inspection and Test	\$200
Compressed Natural Gas (CNG) relocation or removal	\$150
Pyrotechnical Special Effects Inspection	\$100
After Hours Inspections (2 hour minimum) Annual Contractor Fee Fire Sprinkler System Underground Occupant Load Decrease Tents	\$75
Flow Test Security Gates	\$50

QUESTIONS?



**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-351 (MASTER FEE ORDINANCE-PLAN REVIEW AND INSPECTION FEES) OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS TO ADD SUBSECTION (f) FIRE DEPARTMENT FEES; PROVIDING FOR SAVINGS/ REPEALING, SEVERABILITY AND AN EFFECTIVE DATE.**

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

**SECTION 1.** Chapter 2 (Administration), Section 2-351 (Master Fee Ordinance), subsection (e) *Other development fees*, of the Code of Ordinances, Addison, Texas is hereby amended to delete lines 16, 17 and 18.

**SECTION 2.** Chapter 2 (Administration), Section 2-351 (Master Fee Ordinance) of the Code of Ordinances, Addison, Texas is hereby amended to add subsection (f) *Fire Department fees* which shall read in its entirety as follows:

Sec. 2-351. – Master fee ordinance.

....

(f) *Fire Department fees.*

	Review and Inspection	Project Value	Fee
1.	Commercial Fire Plan Review	\$0 - \$5,000	\$100.00
		\$5,001 - \$25,000	\$200.00
		\$25,001 - \$100,000	\$600.00
		\$100,001 - 250,000	\$1200.00
		\$250,000 and up	\$1750.00
	Review and Inspection		Fee
2.	Residential Fire Sprinkler Review and Inspection		\$200.00
3.	After hours Fire inspection		\$75.00 per hour (2 hour minimum)
4.	Flow Test		\$50.00
5.	Annual Contractor Fee		\$75.00
6.	Security Gates		\$50.00
7.	Installation of Compressed Natural Gas (CNG) <i>Includes relocation, removal</i>		\$150.00
8.	Tents (any size)		\$75.00

9.	Pyrotechnical special effects inspection	\$100.00
10.	Occupant load decrease	\$75.00
11.	Fire sprinkler system (underground) <sup>1</sup>	\$75.00

1 a. Inspection is required before ditch is covered

b. 2 hour/200 lb. test is required

**SECTION 3. Savings; Repealing.** Save and except as amended by this ordinance, the Code of Ordinance shall remain in full force and effect. 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 4. Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 5. 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 10<sup>th</sup> day of NOVEMBER 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Irma Parker, City Secretary

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Brenda N. McDonald, City Attorney

## Council Meeting

3.

**Meeting Date:** 11/10/2020

**Department:** City Manager

**Milestones:** Promote and protect the Addison Way

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### **AGENDA CAPTION:**

Present and Discuss the Town of Addison's Legislative Priorities for the 87th Texas Legislative Session.

### **BACKGROUND:**

The 87th session of the Texas legislature will begin in January 2021. In advance of recent legislative sessions, the Town has adopted legislative priorities to be utilized as a guide to protect and enhance the Town's municipal interests. The City Council most recently adopted legislative priorities in 2018, 2016 and 2014.

Attached for Council consideration and discussion are a list of priorities that outlines topics of interest to the Town. It is anticipated that the formally adopted legislative priorities will be used to communicate with state legislators regarding the Town's position on topics that impact the Town of Addison. Prominent topics include: local control, revenue and expenditure caps, transportation funding, and education funding.

The Town's legislative efforts will be coordinated with our legislative consultant and state delegation members.

Additionally, the Town will coordinate efforts when interests are aligned with partners including but not limited to: Texas Municipal League, Texas Coalition of Cities for Utility Issues, North Central Texas Council of Government, Dallas Area Rapid Transit, and the Texas Municipal Retirement System. Most of the Town's efforts will be dedicated to defeating legislation that would negatively affect the Town.

### **RECOMMENDATION:**

Staff requests direction from Council.

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### **Attachments**

Resolution - Legislative Priorities Draft

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ADOPTING THE TOWN'S 2021 LEGISLATIVE PRIORITIES; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO ACT WITH REGARD TO THE CITY'S LEGISLATIVE PRIORITIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Legislative activities are ongoing in Congress and the State Legislature; and

**WHEREAS**, it is anticipated that many legislative issues affecting local government will be considered; and

**WHEREAS**, the City Council has reviewed the recommended 2021 Legislative Priorities and is of the opinion that such legislative priorities are in the best interest of the Town and its citizens, should be adopted, and should be forwarded for consideration by the Legislature; and

**WHEREAS**, the City Council is of the further opinion that the City Council, the Town's legislative consultant and the City Manager and his designees should be directed to take action with regard to the legislative priorities as outlined below.

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

**Section 1.** The Town of Addison 2021 Legislative Priorities, attached hereto as **Exhibit A** is hereby adopted and approved as the 2021 Legislative Priorities for the Town.

**Section 2.** The City Council and each of its members, the Town's legislative consultants and the City Manager or his designees are directed to communicate the items included in the Town's 2021 Legislative Priorities to members of Congress, the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others as appropriate.

**Section 3.** For those items designated as "support," the City Manager or his designees are directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

**Section 4.** For those items designated as "oppose," the City Manager or his designees are directed to attempt to impede the passage of any such legislation.

**Section 5.** It is recognized that Addison's legislative priorities will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized to act on behalf of the City consistent with the necessary broad policy concerns set forth in this list of priorities.

**Section 6.** This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas this 8th day of December, 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

## EXHIBIT A

The Town of Addison supports public policies that grow our economy, attract investment, and allow local governments to govern their affairs in accordance with desires and priorities of local communities as represented by the duly elected members of their governing bodies. The Town of Addison recommends the following:

### Generally

- Oppose legislation that would erode municipal authority in any way, would impose an unfunded mandate, or would otherwise be detrimental to cities.
- Oppose legislation that would provide for state preemption of municipal authority in general.
- Oppose legislation that would require candidates for city office to declare party affiliation to run for office.
- Oppose legislation that would limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators.

### Revenue, Finance, and Budget

- Support local responsibility for property taxation decisions and appraisals.
- Oppose legislation that would impose a revenue and/or tax rate cap of any type, limitations on overall city expenditures, or exclusion of the new property adjustments in rate calculations.
- Oppose legislation that would erode the ability of a city to issue debt.
- Oppose any legislation that would limit local governments from adopting budgets that they deem appropriate for their respective communities or that would require voter approval for increases in expenditures.
- Support a bill that provides cost of living (COLA) relief options to cities for the Texas Municipal Retirement System.
- Oppose state or federal legislation that would erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and controls of rights-of-way.

### Economic Development

- Support the continuation of economic development tools such as Tax Code Chapters 311 (Tax Increment Financing), 312 (Property Tax Abatement) and Local Government Code Chapters 380 and 381 (Economic Development Incentives), 313 tax abatements and other economic development incentives to promote job creation and capital-intensive investments.

### Education and Workforce

- Support legislation that would improve the public education finance system so that local independent school districts are not required to raise tax revenue to compensate for decreases in state funding.
- Support continued local control of independent school districts.
- Oppose efforts to tie improvements to the public education finance system to revenue/tax/appraisal caps on local governments (i.e. cities, counties, independent school districts, etc.).

### Regulation of Development

- Oppose legislation that would erode municipal authority related to development matters, including with respect to the following issues: (1) annexation, (2) eminent domain, (3) zoning, (4) regulatory takings, (5) building codes, (6) tree preservation, (7) short-term rentals.
- Support legislation that makes beneficial amendments to H.B. 2439, the building materials bill.
- Support legislation that makes beneficial to H.B. 3167, the subdivision platting shot clock bill.

## Transportation

- Support legislation that would: (1) allow for greater flexibility by cities to fund local transportation projects; (2) amend or otherwise modify state law to help cities fund transportation projects; or (3) provide cities with additional funding options and resources to address transportation needs that the state and federal governments are unable or unwilling to address.
- Support legislation that would: (1) provide additional funding to the Texas Department of Transportation for transportation projects that would benefit cities; and (2) provide local, state and federal transportation funding for rail as one component of transportation infrastructure.
- Support increased funding to foster airport development for public use and general aviation airports to meet future demands.
- Support TxDOT aviation increase.
- Support legislation that ensures adequate funding of statewide and regional efforts to maintain and improve multimodal transportation systems
- Support legislation that discontinues diversion of transportation revenue to non- transportation purposes
- Support legislation that expands and sustains regional transportation funding options that account for economic inflation and enhanced motor vehicle fuel efficiency
- Support legislation that allows all tools necessary for successful planning and development of new and/or expanded multi-modal transportation corridors and technology
- Support legislation that encourages transportation system innovations through technology, autonomous vehicles, autonomous freight, connected vehicle infrastructure and mobility technologies.
- Support legislation that allows a robust national passenger rail system, including a privately financed high-speed rail solution between Dallas and Houston where eminent domain is used as a last resort.
- Support system reliability, congestion relief, and encourage trip reduction strategies
- Support legislation that improves air quality.
- Plan for shared mobility solutions; enable transportation data sharing and accessibility with appropriate privacy protection.
- Increase safety, including but not limited to texting while driving, speed limits, driving under the influence, bicycle, and pedestrian safety.
- Support efforts to utilize performance-based planning to select high-quality transportation projects that are suitable for each region.
- Support the use of State right-of-way for appropriate transportation projects.

**Council Meeting**

**4.**

**Meeting Date:** 11/10/2020

**Department:** City Secretary

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**AGENDA CAPTION:**

Consider Action on the Minutes from the October 27, 2020 Regular Meeting.

**BACKGROUND:**

The minutes for the October 27, 2020 Regular Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

October 27, 2020 Meeting Minutes

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# **DRAFT**

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL**

**October 27, 2020**

**Executive Session, Work Session & Regular Meeting  
5:45 p.m.**

**Addison TreeHouse  
14681 Midway Rd., Suite 200, Addison, TX 75001**

The Addison City Council conducted its Regular Council Meeting on Tuesday, October 27, 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](mailto: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](http://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.

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

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**Pledge of Allegiance:** Mayor Chow led the Pledge of Allegiance

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### **EXECUTIVE SESSION**

**Closed (Executive) Session of the Addison City Council pursuant to: Section 551.071, Tex. Gov. Code, Consultation with an attorney to seek legal advice regarding pending or contemplated litigation or settlement offer, regarding:**

- G J Seeding, LLC v. FNH Construction, LLC and Hudson Insurance Company, Cause No. DC-20-11409, 134th Judicial District, Dallas County, Texas.

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 5:50 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 6:30 p.m. No action was taken as a result of Executive Session.

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## WORK SESSION

### 1. **Present and Discuss the Hotel Fund's Financial Sustainability.**

John Crawford, Deputy City Manager introduced this item to the Council. He reviewed the effects of COVID on hotel occupancy rates which fell from approximately 70 percent to 14 percent during March 2020. He advised that occupancy rates are now approximately 30 percent. Mr. Crawford said that this drop led staff to establish an ad hoc group/evaluation team led by Bill Hawley, Director of Administrative Services. The group reviewed the Hotel Fund, its events and activities and found that the Fund is financially sustainable through 2021. This presentation is a review of the findings.

Steven Glickman, Chief Financial Officer, reviewed the Hotel Fund's revenues and expenditures, and its uses and regulations. He presented a five-year forecast for the Fund that reflects a decline in the Fund balances from 2022 through 2025, with negative Fund balances the last two years. He added that expenses for the Conference Centre during 2020-2021 were low due to the Centre being closed and the following years, an open Conference Centre is reflected.

Mr. Hawley explained the evaluation group included representatives of Town departments funded by the Hotel Occupancy Tax Fund (HOT). He reviewed the scoring criteria and how well each program supports these factors: 1) Tourism & Hotels; 2) H.O.T. Category; 3) Addison Brand; 4) Local Economic Impact; 5) Percentage of program costs that are offset by the program's revenue. A 2021 Financial summary for each program included Total Revenue, Expenses, and the cost to the Hotel Fund.

The sixteen programs supported by the Hotel Fund are: Taste Addison, Addison Kaboom Town!®, Oktoberfest, Addison After Dark, Addison Circle Park maintenance, Special Event Permitting, Operations and Administration, Addison Theatre Centre, Performing Arts Grants, Addison Conference Centre, Conference and Meeting Incentives, Hotelier Support, World Affairs Council, Tourism Administration, Market (Town), Marketing and Administration.

City Manager Wes Pierson advised that for next year there is a \$700,000 funding shortfall. Staff would like to know the Council's desires regarding the shortfall. He advised that it might be possible to adjust some events to compensate for the shortage until normalcy returns following COVID. Council Member Hughes stated that he does not want the quality of the Town's events

to deteriorate, and suggested that funding might be used from the General Fund to supplement the shortage in order to encourage people to continue to attend events in Addison. Council Member Walden expressed that eliminating the VIP Program(s) for Kaboom Town and other events would not be a great impact to the events, adding that he would agree to also use funds possibly from the General Fund. Mayor Pro Tempore Ward also suggested that the Town's marketing firm might be able to fine-tune the strategies used for marketing the events. She also expressed that funding for the maintenance of Addison Circle Park should be left in place due to the high usage of the park.

Mayor Chow stated that this item is a briefing and that a future discussion will be held. City Manager Pierson advised that staff will bring back this item with some recommendations, and summarized the Council's thoughts on the discussion. Deputy Mayor Pro-Tempore Quintanilla requested that the financial impact of any additional options be provided, and Council Member Braun requested that staff look at other ways to recover a greater portion of the future costs to operate the Addison Conference Centre that would help offset expenses.

## **2. Present and Discuss Public Input Related to the Addison Athletic Club Renovations.**

Janna Tidwell, Director of Parks and Recreation, presented this item. She reviewed that renovations to the Addison Athletic Club were included in the November 2019 Bond Election which include locker room renovations, gymnasium and track improvements, pool modernization, roof replacement and HVAC replacement. The renovations are currently in the design phase. She noted that other items are included in the design but not funded at this time. Ms. Tidwell reminded Council that in June of 2020 Council awarded a contract to LPA Architects to design the renovations. A survey was made available to residents from September 22<sup>nd</sup> through October 13<sup>th</sup> and the results of the survey are included in the presentation. There were 449 responses to the survey.

Ms. Tidwell reviewed the five questions that were included in the survey regarding design style preferences, changing room preferences, sauna, and steam shower preferences. The design choices were traditional or transitional. She reviewed the survey feedback and based on that feedback, staff is recommending proceeding with the traditional design and blending in some transitional elements identified in the surveys that included adding color accents. Ms. Tidwell reviewed three options for changes to the locker rooms that were provided by the design firm for consideration. Option A is like what exists now, adding family suites on both sides. Option B includes a steam shower and infrared sauna. Option C has all the family changing suites on one side, with the men's and women's suites on the other side. Option C also eliminates the men's and women's sauna and includes a unisex sauna. Staff's recommendation is to proceed with Option A, and to look at ways to add a door from the men's room to the outdoor pool and add swimsuit dryers. Increased privacy will also be included. The Council agreed with staff's recommendations.

## **3. Present and Discuss Council Calendar for November 2020 through March 2021.**

City Secretary Parker provided scheduled meeting dates of City Council, Planning and Zoning Commission, Finance Committee, and important election dates. Ms. Parker reminded the Council of the Tuesday, November 3<sup>rd</sup> Special Charter Amendment Election. The Election canvas may be

held on the 10<sup>th</sup> if the results are available. Ms. Parker explained that the Election Code authorizes the Mayor to set the date and time to canvass the election results and stipulates that only two members of the Council are required to be in attendance to conduct the canvassing of the election results. Council discussed pursuing this option as opposed to calling a special meeting of the entire Council to canvass the results. A 72-hour meeting notice would still apply for the conduct of the canvass and would be open to the public. The unofficial election results will be provided to each Council Member and published on the Town’s website when available. Meeting dates are shown as follows:

DATE	MEETING	NOTES
Tuesday, November 3, 2020	SPECIAL CHARTER AMENDMENT ELECTION	
Monday, November 9, 2020	Finance Committee	
Tuesday, November 10, 2020	Council Meeting	
Tuesday, November 17, 2020	Planning & Zoning Commission	
<b>Tuesday, November 24, 2020</b>	<b>Council Meeting - CANCELLED</b>	<b>Thanksgiving Holidays</b>
Monday, December 7, 2020	Finance Committee	
Tuesday, December 8, 2020	Council Meeting	
Tuesday, December 15, 2020	Planning & Zoning Commission	
<b>Tuesday, December 22, 2020</b>	<b>Council Meeting - CANCELLED</b>	<b>Christmas Holidays</b>
Monday, January 11, 2021	Finance Committee	
Tuesday, January 12, 2021	Council Meeting	
Wednesday, January 13, 2021	1st Day to File for a Place on the Ballot	May 1, 2021 General Election
Tuesday, January 19, 2021	Planning & Zoning Commission	
Tuesday, January 26, 2021	Council Meeting	
Monday, February 8, 2021	Finance Committee	
Tuesday, February 9, 2021	Council Meeting	
Friday, February 12, 2021	LAST DAY to file for Place on the Ballot	May 1, 2021 General Election
Tuesday, February 16, 2021	Planning & Zoning Commission	
Tuesday, February 23, 2021	Council Meeting	
Monday, March 8, 2021	Finance Committee	
Tuesday, March 9, 2021	Council Meeting	
Tuesday, March 16, 2021	Planning & Zoning Commission	
Tuesday, March 23, 2021	Council Meeting	

Ms. Parker advised she has provided the Council Members with calendars for April and May that include pertinent dates regarding the May 1, 2021 election are included. Council Member Hughes inquired whether an April date should be identified for a Town Hall meeting. April 5<sup>th</sup> is the proposed date.

**4. Present and Discuss Options for a 2020 Community Holiday Event.**

Jasmine Lee, Director of Special Events presented this item. She reviewed that the Town hosts an annual free community holiday celebration at the Addison Conference Centre, however the Centre is closed for 2020 due to the current limitations on large social gatherings.

Ms. Lee presented three possible options for Council consideration. Option A is to move the event outdoors to Addison Circle Park. A concert would be provided with socially distanced lawn seating, as well as a catered box meal, themed background photo areas, and family activities. Ms. Lee advised the cost for approximately 1,000 people is \$40,000. Option B is a drive through event where Addison residents could pickup a gift bag, a holiday dessert box and activity kit for 1,000 households at a cost of \$25,000. Virtual Santa photos would be available for up to 200 households. Option C is for residents to pick up a gift bag at the Addison Athletic Club that would include an Addison-branded ornament and a letter from the Mayor and Council. The cost for this is \$20,000 for up to 6,000 households.

Following discussion, the Council's consensus was for Option A and to include the digital Santa photos. It was noted that in the event of rain those who RSVP'd could pick up their boxed meals and ornament by a drive-through process.

5. **Present and Discuss an Update on the Town's Citizen Engagement Platform, the Addison FixIT App.**

Hamid Khaleghipour, Executive Director of Business Performance and Innovation, presented this item. He provided an overview of the Addison FixIT App, the Town's citizen engagement tool. He reviewed that the vendor, Rock Solid, Inc., currently has the application in use in 19 Texas cities, and it was launched in the Town of Addison in December 2019.

Mr. Khaleghipour provided a review of the number of service requests and the types of requests received through the App this year by the Town. Network Specialist Chad Hancock provided a demonstration on how the App works. Council Member Willesen expressed a concern that photos of a particular issue are not always included and suggested that might be a helpful component so that new reports on the same matter might be eliminated. He also expressed that he would like the App to be more user friendly. Council Member Walden advised that he has observed that all comments on a particular report may not be visible to the user. Mr. Hancock advised that suggestions such as these can be reported to the vendor to improve the way the App works. Marketing Director Mary Rosenbleeth reviewed the marketing methods used to promote use of the App, particularly using the Newsletter, Facebook posts, and through the Town website.

[A five-minute recess was taken.]

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## REGULAR MEETING

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### Announcements and Acknowledgements regarding Town and Council Events and Activities

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#### Discussion of Events/Meetings

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**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.*

City Secretary Parker advised that one request had been received to address the City Council via telephonic means for a specific agenda item. The call will be taken during that agenda item.

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

6. **Consider Action to Approve the Minutes from the October 13, 2020 Regular Meeting.**
  7. **Consider Action on Ordinances to Reappoint Larry Dwight as Presiding Municipal Judge to the Addison Municipal Court of Record #1 and to Reappoint Cass Callaway and Danielle Dulaney as Alternate Municipal Judges to the Addison Municipal Court of Record #1 and Authorize the City Manager to Execute the Agreements.**
  8. **Consider Action on an Ordinance Amending Chapter 38, Section 38-54 (Emergency Ambulance Service Fees) of the Code of Ordinances of the Town of Addison.**
  9. **Consider Action on a Resolution Authorizing the City Manager to Enter into an Agreement with the Texas Department of Transportation to Participate in the Routine Airport Maintenance Program (RAMP) Grant for Airport Improvements at Addison Airport in an Amount Not to Exceed \$50,000.**
  10. **Consider Action to Authorize the Purchase and Installation of Furnishings, Fixtures, and Equipment for the Addison Airport Customs and Border Protection and Airport Administration Facility from bkm Total Office of Texas, LLC, Through the OMNIA Partners Purchasing Cooperative in an Amount Not to Exceed \$158,158.03 \$156,158.03.**
  11. **Consider Action on a Resolution to Approve the Agreement for Professional Engineering Services Between the Town of Addison and Cobb, Fendley & Associates, Inc. to Perform Professional Services for a Comprehensive Update of the Current Engineering Design Standards, Construction Details, and Front-End Bid Document Specifications for the Town of Addison and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$186,550.**
  12. **Consider Action on a Resolution to Approve a Professional Services Agreement with Kleinfelder, Inc. to Perform Engineering Services for a Risk & Resilience Assessment and Emergency Response Plan and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$86,200.**
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13. **Consider Action on a Resolution to Approve the Purchase of Network infrastructure from Solid IT Networks, Inc. and an End User License Agreement with Extreme Network for the Installation of Hardware, Software, and Ongoing Technical Support Services and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$158,441.27.**
14. **Consider Action on a Resolution to Approve an Agreement for Funding Between the Town of Addison and the Metrocrest Chamber of Commerce and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$35,000.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion.

Mayor Pro-Tempore Ward requested that Item 7 be removed for separate discussion. Mayor Chow noted that Council Member Hughes wished to remove Item 14 and City Manager Pierson requested that Item 10 be removed for clarification.

Prior to the motion being made, Mayor Chow called on Mayor Pro-Tempore Ward to address Item 7. Mayor Pro Tempore Ward expressed her appreciation to the Municipal Court Judges for their service and offered congratulations on their reappointments.

**MOTION:** Council Member Walden moved to approve Consent Agenda Items 6, 7, 8, 9, 11, 12, and 13 as submitted. Council Member Hughes seconded the motion. Motion carried unanimously.

**\*\*\*\*\* Consent Item 10 \*\*\*\*\***

City Manager Pierson advised the dollar amount of \$158,158.03 as stated on the agenda is incorrect. He advised the correct amount is \$156,158.03.

**MOTION:** Mayor Pro Tempore Ward moved to approve Item 10 as corrected. Council Member Hughes seconded the motion. Motion carried unanimously.

**\*\*\*\*\* Consent Item 14 \*\*\*\*\***

Council Member Hughes stated he requested this Item be removed to acknowledge and praise the work done by the Metrocrest Chamber of Commerce and President Erin Carter for the Town. As a result of Covid-19, the Chamber offices have relocated to the Addison TreeHouse. Ms. Carter briefly addressed the Council and expressed her thanks

**MOTION:** Council Member Hughes moved to approve Item 14 as presented. Council Member Braun seconded the motion. Motion carried unanimously.

**Ordinance No. O20-48:** Municipal Court Judge Appointment 2020 Dwight  
**Ordinance No. O20-49:** Municipal Court Judge Appointment 2020 Calloway

**Ordinance No. O20-50:** Municipal Court Judge Appointment 2020 Dulaney

**Resolution No. R20-088:** TxDOT Airport Grant Agreement for Improvements

**Resolution No. R20-089:** Cobb, Fendley & Associates Professional Services Agreement

**Resolution No. R20-090:** Kleinfelder, Inc. Engineering Services Agreement

**Resolution No. R20-091:** Solid IT Networks- Network Infrastructure Purchase and Extreme Network- License Agreement

**Resolution No. R20-092:** Funding Agreement with Metrocrest Chamber of Commerce

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## Regular Items

15. **Present, Discuss, and Consider Action to Approve an Ordinance Granting a Meritorious Exception from the Code of Ordinances Chapter 62 for Fish Gallery, Located at 15003 Inwood Road, in Order to Permit Two Signs with a Height of 33 inches, One on the East Facade and One on the South Facade.**

Wilson Kerr, Development Services Manager, presented this item. He advised that the Fish Gallery, located at 15003 Inwood Road, is requesting a Meritorious Exception regarding the size of two signs. He advised the signs are not in compliance with the Town's regulations.

Mr. Kerr reviewed the regulations and the size of the signs. He advised that the signs do not comply with the height requirement set forth in the Code of Ordinances, Section 62-163, exceeding the allowed maximum letter/logo height by 13 inches on the east façade and 3 inches on the south facade. He advised this equates to a 65 percent increase in size from what is allowed on the east and a 10 percent increase on the south. He advised that staff is recommending denial of the exception request.

Dean Tapper, representative of the property owner, addressed the Council by teleconference. He described the building where the signage will be placed as a large, "green" building. He advised the building is a remodel of the previously owned Seigel's Liquor Store and will anchor this development that will include other pet related businesses. Mr. Tapper advised that the previously purchased signage is quite expensive and the owner would prefer to use them rather than having the expense of replacement. He expressed that people would not notice that the signs are three inches too large as they drive by.

Discussion among Council included concerns that the other planned businesses in the development may also want to have out of compliance signage. Mr. Tapper advised that all other signage would comply. Several Council Members also expressed that other signage exceptions have been requested in the past and have been denied. It was noted that the sign ordinance may possibly undergo revisions in the future (Code review in progress), however it is unknown whether there will be any changes or if so, when. Mayor Chow expressed that the signage looks nice.

**MOTION:** Council Member Willesen moved to deny this request. Council Member Walden seconded the motion. Motion passed with a vote of 4-3, with nay votes from Mayor Chow, Council Member Braun, and Deputy Mayor Pro-Tempore Quintanilla.

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**16. Present, Discuss, and Consider Action on the Appointment of a Selection Committee for the Addison Circle/Silver Line Station Transit-oriented Development Project.**

Phyllis Jerrell, Interim Director of Development Services presented this item. She reviewed that Cushman and Wakefield, the Town's real estate advisor/broker for the properties located adjacent to the DART Silver Line Transit Station, is initiating the process to select a master developer and development proposal in accordance with the adopted vision for the area. The appointment of a Selection Committee composed of Council Members that will work with Town Staff and the Town consultants is part of this effort.

Ms. Jerrell advised that the Selection Committee update and recommendations to the full City Council will include the following:

- The parameters to be used in the selection of a master developer through an RFP process.
- The developers chosen to advance to the second phase of the selection process.
- The selection of the preferred development partner based on formal proposals which will include a development concept and information on how they will finance the development.

Ms. Jerrell advised that review of the RFPs will have two phases, and the final selection should occur in February or March 2021. The Selection Committee's meetings will start in November and continue until the ultimate preferred developer is chosen. Staff recommends the appointment of three City Council Members to the Selection Committee.

Council Member Hughes expressed that perhaps the entire Council decide the parameters rather than three members of a committee. Mayor Chow responded that three Council is less than a quorum (for meeting purposes) and recommended that Council Members Tom Braun, Paul Walden, and Guillermo Quintanilla be appointed to the Selection Committee due their experience and expertise.

City Manager Pierson described the process saying that the Committee will work with staff and the consultant to make a recommendation to the entire Council. Council Member Hughes clarified that following the parameters determination, the Committee would report that back to the full Council prior to reviewing the submitted RFPs.

**MOTION:** Mayor Pro Tempore Ward moved to appoint three members of Council to a Selection Committee that includes Council Members Tom Braun, Paul Walden, and Guillermo Quintanilla. Council Member Hughes seconded the motion. Motion carried unanimously.

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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**

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Joe Chow, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary

## Council Meeting

5.

**Meeting Date:** 11/10/2020

**Department:** Parks & Recreation

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan

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### **AGENDA CAPTION:**

Consider Action on a **Resolution to Approve the Purchase of Central Control Irrigation Software and Equipment from Interspec Through the BuyBoard Texas Local Government Purchasing Cooperative and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$96,421.60.

### **BACKGROUND:**

The Parks Department is beginning a ten year program to convert existing irrigation controls to a Motorola Central Control System. This will allow for the replacement of aging equipment with a system that improves the management, repair, and operation of the Town's irrigation systems. The irrigation systems being converted in Fiscal Year (FY) 2021 are Addison Circle Park, Redding Trail, Vitruvian Park, and Celestial Park.

The required software and equipment will be purchased through BuyBoard, a state-wide collective purchasing agency that bids out services and products for its members to provide the leverage needed to achieve better pricing on products, equipment, and services. The supplier for the software and equipment is InterSpec.

The expenses were approved in the FY2021 budget through a decision package request for \$75,163.00 and from the Parks Department operations budget in the amount of \$21,258.60. Purchase of the equipment for Celestial Park and a small portion of Redding Trail will come from the Parks Department operations budget and all other items will be funded from the decision package approval.

### **RECOMMENDATION:**

Administration recommends approval.

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### **Attachments**

Resolution - InterSpec

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF CENTRAL CONTROL IRRIGATION SOFTWARE AND EQUIPMENT FROM INTERSPEC, THROUGH THE BUYBOARD TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, IN AN AMOUNT NOT TO EXCEED \$96,421.60, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The purchase of Central Control Irrigation Software and equipment from Interspec, through the BuyBoard Texas Local Government Purchasing Cooperative, in an amount not to exceed \$96,421.60, with a copy of the itemized purchases attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>th</sup>** day of **NOVEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

EXHIBIT A



Interspec
9810 Liberty Road
Aubrey, TX USA 76227
www.interspec.com
Email deby@interspec.com
Tel 940-440-9757
75-2793004
17527930048

Sales Quote

Table with 2 columns: Quote # (QU-2036217), Date (10/26/2020)

Billing Address Addison, City of
16801 Westgrove Drive
Addison, TX
USA
75001

Shipping Address Addison, City of
16801 Westgrove Drive
Addison, TX
USA
75001

Contact Matthew Amstead

Table with 1 column: Payment Terms (Net 30)

Table with 5 columns: Item, Description, Quantity, Unit Price, Sub-Total. Row: IS-ICCPRO-100, ICC-Pro Software Up to 10,000 I/O's, 1 ea., \$7,788.00, \$7,788.00

Summary table with 2 columns: Sub-Total (\$7,788.00), Total (\$7,788.00)



**Interspec**  
 9810 Liberty Road  
 Aubrey, TX USA 76227  
 www.interspec.com  
 Email deby@interspec.com  
 Tel 940-440-9757  
 75-2793004  
 17527930048

# Sales Quote

Quote #	QU-2036210
Date	10/16/2020

Billing Address **Addison, City of**  
 16801 Westgrove Drive  
 Addison, TX  
 USA  
 75001

Shipping Address **Addison, City of**  
 16801 Westgrove Drive  
 Addison, TX  
 USA  
 75001

Contact Matthew Amstead

Payment Terms
Net 30

Item	Description	Quantity	Unit Price	Sub-Total
IS-R4A-RU-SS	Celestial Park: IRRInet-M AC 48/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$10,019.85	\$10,019.85
IS-PIU	Celestial Park: PIU Internal Mount With External Antenna	1 ea.	\$1,020.80	\$1,020.80
IS-XR-44-FD	Celestial Park: Piccolo XR, 4/4 Fiberglass Pedestal Enclosure, Solar Operation	1 ea.	\$1,180.96	\$1,180.96
IS-BM-20-DC-10	Celestial Park: Meter, Arad 2" DC 1=10 Gallon	1 ea.	\$668.80	\$668.80
IS-A4A-IPU-RN-WS	Addison Circle Park North & South: ACE AC 64/16 IP/TCP Communications and UHF Radio, Surge Protection, Custom size add 12" to height.	1 ea.	\$13,457.84	\$13,457.84
FG4503	Addison Circle Park North & South: Antenna UHF, 450-460 Omni, 3dB Gain	1 ea.	\$264.00	\$264.00
IS-BM-30-AC-10	Addison Circle Park North & South: Meter, Arad 3" AC 1=10 Gallon	1 ea.	\$1,100.00	\$1,100.00
IS-BM-20-AC-10	Addison Circle Park North & South: Meter, Arad 2" AC 1=10 Gallon	1 ea.	\$651.20	\$651.20
IS-R2A-RU-SS	Redding Trail Easement @ Le Grande to Dog Park: IRRInet-M AC 24/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$4,600.47	\$4,600.47
IS-PIU	Redding Trail Easement @ Le Grande to Dog Park: PIU Internal Mount With External Antenna	1 ea.	\$1,020.80	\$1,020.80



**Interspec**  
 9810 Liberty Road  
 Aubrey, TX USA 76227  
 www.interspec.com  
 Email deby@interspec.com  
 Tel 940-440-9757  
 75-2793004  
 17527930048

# Sales Quote

Quote #	QU-2036210
Date	10/16/2020

Item	Description	Quantity	Unit Price	Sub-Total
IS-XR-44-FD	Redding Trail Easement @ Le Grande to Dog Park: Piccolo XR, 4/4 Fiberglass Pedestal Enclosure, Solar Operation	1 ea.	\$1,180.96	\$1,180.96
IS-BM-20-DC-10	Redding Trail Easement @ Le Grande to Dog Park: Meter, Arad 2" DC 1=10 Gallon	1 ea.	\$668.80	\$668.80
IS-R2A-RU-SS	Redding Trail Old Playground to Rest Area: IRRInet-M AC 24/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$5,509.68	\$5,509.68
IS-PIU	Redding Trail Old Playground to Rest Area: PIU Internal Mount With External Antenna	1 ea.	\$1,020.80	\$1,020.80
IS-XR-44-FD	Redding Trail Old Playground to Rest Area: Piccolo XR, 4/4 Fiberglass Pedestal Enclosure, Solar Operation	1 ea.	\$1,180.96	\$1,180.96
IS-BM-20-DC-10	Redding Trail Old Playground to Rest Area: Meter, Arad 2" DC 1=10 Gallon	1 ea.	\$668.80	\$668.80
IS-R1A-RU-SS	Redding Trail Easement to Back Lot: IRRInet-M AC 12/4 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$4,950.88	\$4,950.88
IS-PIU	Redding Trail Easement to Back Lot: PIU Internal Mount With External Antenna	1 ea.	\$1,020.80	\$1,020.80
IS-XR-44-FD	Redding Trail Easement to Back Lot: Piccolo XR, 4/4 Fiberglass Pedestal Enclosure, Solar Operation	2 ea.	\$1,180.96	\$2,361.92
IS-BM-20-DC-10	Redding Trail Easement to Back Lot: Meter, Arad 2" DC 1=10 Gallon	2 ea.	\$668.80	\$1,337.60
IS-R2A-RU-SS	Redding Trail Easement from Mormon to Dome Park: IRRInet-M AC 24/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$5,509.68	\$5,509.68
IS-PIU	Redding Trail Easement from Mormon to Dome Park: PIU Internal Mount With External Antenna	1 ea.	\$1,020.80	\$1,020.80



**Interspec**  
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 75-2793004  
 17527930048

# Sales Quote

Quote #	QU-2036210
Date	10/16/2020

Item	Description	Quantity	Unit Price	Sub-Total
IS-XR-44-FD	Redding Trail Easement from Mormon to Dome Park: Piccolo XR, 4/4 Fiberglass Pedestal Enclosure, Solar Operation	1 ea.	\$1,180.96	\$1,180.96
IS-BM-20-DC-10	Redding Trail Easement from Mormon to Dome Park: Meter, Arad 2" DC 1=10 Gallon	1 ea.	\$668.80	\$668.80
IS-R4A-RU-SS	Vitruvian Park North & South: IRRInet-M AC 48/8 UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$9,110.64	\$9,110.64
IS-BM-20-AC-10	Vitruvian Park North & South: Meter, Arad 2" AC 1=10 Gallon	2 ea.	\$651.20	\$1,302.40
IS-A5A-IPU-RN-SS	Vitruvian Park by Restroom, North & South: ACE AC 80/16 IP/TCP Communications and UHF Radio, Surge Protection, Green Stainless Pedestal	1 ea.	\$14,652.00	\$14,652.00
IS-BM-20-AC-10	Vitruvian Park by Restroom, North & South: Meter, Arad 2" AC 1=10 Gallon	2 ea.	\$651.20	\$1,302.40

Remarks

Buy Board 611-20

Sub-Total

\$88,633.60

Total

\$88,633.60

**Council Meeting**

6.

**Meeting Date:** 11/10/2020

**Department:** General Services

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan

**AGENDA CAPTION:**

Consider Action on **Resolutions to Approve the Purchase of Eleven (11) Fleet Vehicles and Equipment Through BuyBoard and Authorize the City Manager to Execute the Purchase Orders** in an Amount Not to Exceed \$356,788.

**BACKGROUND:**

An Asset Management System (AMS) is utilized to track the Town’s assets. Staff annually determines which assets need to be replaced based on AMS recommendations and an asset condition assessment. Staff researched vehicle and equipment pricing through purchasing cooperatives and interlocal agreements to obtain the best price and to reduce administrative expenses. The purchasing cooperative BuyBoard offered the best pricing for the vehicles and equipment requested in this agenda item.

The Capital Equipment Replacement Fund (CERF) was established to accumulate sufficient resources to replace existing capital rolling stock and heavy equipment that has reached or exceeded its useful life. CERF resources are acquired through charges to operating departments in the General Fund. The charges are calculated using a straight-line depreciation-based method on an item’s expected life.

The following assets are recommended for replacement based on the AMS and Staff condition assessment:

<b>Capital Equipment Replacement Fund Purchases</b>			
<b>Item</b>	<b>Vendor</b>	<b>Department</b>	<b>Amount</b>
Toyota Highlander Hybrid (1)	Toyota	Airport	\$37,346
Grasshopper 35 D Mower (2)	Grasshopper	Airport	\$25,742
John Deere 835 XUV Gator w/ sprayer rig attachment (1)	Austin Turf and Tractor	Parks	\$27,585

John Deere 835 XUV Gator (1)	Austin Turf and Tractor	Parks	\$25,192
Cardiac Monitors (4)	Stryker	Fire	\$175,136
<b>Total</b>			<b>\$291,001</b>

The Fiscal Year 2021 budget funded the purchase of (1) Komatsu forklift to support inter-departmental operations at the Service Center. The following item has been recommended for purchase:

<b>Self-Funded Purchase</b>			
<b>Equipment</b>	<b>Vendor</b>	<b>Department</b>	<b>Amount</b>
Komatsu Forklift (1)	Southwest Materials Handling Co.	Streets	\$32,720
<b>Total</b>			<b>\$32,720</b>

Through the municipal bond program, funding for the purchase of (1) Toyota Rav- 4 Hybrid was approved to support additional staff for the Public Works Department bond projects. The following item has been recommended for purchase:

<b>Bond Funded Purchase</b>			
<b>Equipment</b>	<b>Vendor</b>	<b>Department</b>	<b>Amount</b>
Toyota Rav-4 Hybrid (1)	Toyota	Public Works	\$33,067
<b>Total</b>			<b>\$33,067</b>

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

- Resolution - BuyBoard Silsbee Toyota
  - Resolution - BuyBoard Grasshopper
  - Resolution - BuyBoard Austin Turf and Tractor
  - Resolution - BuyBoard Stryker
  - Resolution - BuyBoard Southwest Material Handling Company
-

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF TWO (2) VEHICLES FROM SILSBEE TOYOTA THROUGH BUYBOARD IN AN AMOUNT NOT TO EXCEED \$70,413.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The purchase of two (2) vehicles from Silsbee Toyota, through BuyBoard, in an amount not to exceed \$70,413.00 with a copy of the itemized purchases attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>th</sup>** day of **NOVEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

**PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #601-19**  
**Vehicles and Heavy Duty Trucks**  
**VENDOR--Silsbee Toyota, 1396 Hwy 327 E, Silsbee TX 77656**

End User: TOWN OF ADDISON Prepared by: RICHARD HYDER  
 Contact: ROB BOURESTOM Phone: (409) 300-1385  
 Phone/email: RBOURESTOM@ADDISONTX.GOV Email: rhyder.cowbovleet@gmail.com  
 Product Description: 2020 TOYOTA HIGHLANDER HYBRID Date: October 20, 2020

A. Bid Series: 372 A. Base Price: **\$ 35,989.00**

**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
6960	HIGHLANDER HYBRID LE FWD	\$ -			
70	EXTERIOR--BLIZZARD PEARL	\$ 425.00			
FB20	INTERIOR--BLACK	\$ -			
<b>Total of B. Published Options:</b>					<b>\$ 425.00</b>

**C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %**

Options	Bid Price	Options	Bid Price
ETA ~120 DAYS			
<b>Total of C. Unpublished Options:</b>			<b>\$ -</b>

D. Pre-delivery Inspection:		<b>\$ -</b>
E. Texas State Inspection:		<b>\$ -</b>
F. Manufacturer Destination/Delivery:		<b>\$ -</b>
G. Floor Plan Interest (for in-stock and/or equipped vehicles):		<b>\$ -</b>
H. Lot Insurance (for in-stock and/or equipped vehicles):		<b>\$ -</b>
I. Contract Price Adjustment:		<b>\$ -</b>
J. Additional Delivery Charge: <u>304</u> miles		<b>\$ 532.00</b>
K. Subtotal:		<b>\$ 36,946.00</b>
L. Quantity Ordered <u>1</u> x K =		<b>\$ 36,946.00</b>
M. Trade in:		<b>\$ -</b>
N. BUYBOARD Administrative Fee (\$400 per purchase order)		<b>\$ 400.00</b>

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 37,346.00



O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 33,067.00

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF TWO (2) VEHICLES FROM THE GRASSHOPPER COMPANY THROUGH BUYBOARD IN AN AMOUNT NOT TO EXCEED \$25,742.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The purchase of two (2) vehicles from The Grasshopper Company, through BuyBoard, in an amount not to exceed \$25,742.00 with a copy of the itemized purchases attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 10<sup>th</sup> day of **NOVEMBER** 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## Grasshopper QuikQuote #47548N00045



**Vendor:**  
**Moridge Mfg. Inc.**  
105 Old Highway 81 S.  
P.O. Box 810  
Moundridge, KS 67107

**Contact:**  
**Brent Dobson**  
[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**Quoted by**  
**MOWER MEDIC &  
POWER EQUIPMENT**  
13860 N STEMMONS FWY  
DALLAS, TX 75234  
P: (972) 466-9093

**Trey Woodard**  
**Owner**  
E: [info@mowermedic.com](mailto:info@mowermedic.com)  
P: 972-466-9093

**Quoted for**  
**Town of Addison**  
16801 Westgrove Dr  
Addison TX 75001  
P: 9724502894



**Model 325D with 61" 4X  
Rear Discharge Deck**  
Quoted: Jun 26, 2020  
**Buy Board**  
Contract ID: #611-20  
Contract Period:  
06/01/2020-05/31/2021

### Power Unit & Deck

List

<b>Model 325D (534157)</b>	\$15,535.00
898cc MaxTorque™ Diesel Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 61" cutting deck; luxury seat and shock-absorbing footrest	
<b>61" 4X Rear Discharge Deck</b> – In lieu of standard 61" deck for 325D / 329-61. (534348)	\$350.00

### Wholegoods

List

<b>503671</b> – Premier Suspension Seat	\$970.00
<b>503705</b> – QuikAjust™ Tilt Lever Kit	\$115.00

List Total: **\$16,970.00**

Contract: **\$12,871.00\***

\*Price includes freight and set-up

**Grand Total:**  
**\$12,871.00**

#### Stipulation(s):

✓ Quote only applies to currently stocked machines and accessories.

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**

[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**PO #:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Grasshopper QuikQuote #47548N00045



**Vendor:**  
**Moridge Mfg. Inc.**  
 105 Old Highway 81 S.  
 P.O. Box 810  
 Moundridge, KS 67107

**Contact:**  
**Brent Dobson**  
[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**Quoted by**  
**MOWER MEDIC & POWER EQUIPMENT**  
 13860 N STEMMONS FWY  
 DALLAS, TX 75234  
 P: (972) 466-9093

**Trey Woodard**  
 Owner  
 E: [info@mowermedic.com](mailto:info@mowermedic.com)  
 P: 972-466-9093

**Quoted for**  
**Town of Addison**  
 16801 Westgrove Dr  
 Addison TX 75001  
 P: 9724502894



**Model 325D with 61" 4X Rear Discharge Deck**  
 Quoted: Jun 26, 2020  
**Buy Board**  
**Contract ID: #611-20**  
**Contract Period:**  
 06/01/2020-05/31/2021

## Power Unit & Deck

**Model 325D (534157)** List  
 898cc MaxTorque™ Diesel Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 61" cutting deck; luxury seat and shock-absorbing footrest \$15,535.00

**61" 4X Rear Discharge Deck** – In lieu of standard 61" deck for 325D / 329-61. (534348) \$350.00

## Wholegoods

**503671** – Premier Suspension Seat List \$970.00  
**503705** – QuikAjust™ Tilt Lever Kit \$115.00

**List Total: \$16,970.00**

**Contract: \$12,871.00\***

\*Price includes freight and set-up

**Grand Total:**  
**\$12,871.00**

**Stipulation(s):**

✓ Quote only applies to currently stocked machines and accessories.

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**  
[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**PO #:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF TWO (2) VEHICLES FROM AUSTIN TURF AND TRACTOR THROUGH BUYBOARD IN AN AMOUNT NOT TO EXCEED \$52,776.68, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1.** The purchase of two (2) vehicles from Austin Turf and Tractor, through BuyBoard, in an amount not to exceed \$52,776.68 with the itemized purchases attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 10<sup>th</sup> day of *November 2020*.

TOWN OF ADDISON, TEXAS

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A



## Quote Summary

**Prepared For:**  
Town Of Addison  
TX

**Prepared By:**  
Caleb Buckley  
Austin Turf & Tractor  
809 Steve Hawkins Pkwy  
Marble Falls, TX 78654  
Phone: 830-693-6477  
caleb.buckley@austinturf.com

**Quote Id:** 21597692  
**Created On:** 13 April 2020  
**Last Modified On:** 28 October 2020  
**Expiration Date:** 28 November 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE XUV835M (MY20)	\$ 26,287.40	\$ 25,192.64 X	2 =	\$ 50,385.28
90 Gallon High Performance Single Tank Sprayer	\$ 1,992.50	\$ 2,078.36 X	1 =	\$ 2,078.36
High Performance Sprayer Precision Boom (12.5 ft)	\$ 400.00	\$ 313.04 X	1 =	\$ 313.04
<b>Equipment Total</b>				<b>\$ 52,776.68</b>

Quote Summary	
Equipment Total	\$ 52,776.68
SubTotal	\$ 52,776.68
Est. Service Agreement Tax	\$ 0.00
Total	\$ 52,776.68
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 52,776.68</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF FOUR (4) CARDIAC MONITORS FROM STRYKER CORPORATION THROUGH BUYBOARD IN AN AMOUNT NOT TO EXCEED \$175,136.12, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The purchase of four (4) cardiac monitors from Stryker Corporation, through BuyBoard, in an amount not to exceed \$175,136.12 with a copy of the itemized purchases attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 10<sup>th</sup> day of **NOVEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A



## Addison FD LP15 x4 with 4 Year Service + Batterys

Quote Number: 10170729	Remit to: P.O. Box 93308
Version: 1	Chicago, IL 60673-3308
Prepared For: ADDISON FIRE STATION 1	Rep: Gary Montana
Attn:	Email: gary.montana@stryker.com
	Phone Number: (817) 846-0415

Quote Date: 03/28/2020  
 Expiration Date: 11/26/2020

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: ADDISON FIRE STATION 1	Name: ADDISON FIRE STATION 1	Name: TOWN OF ADDISON
Account #: 1097168	Account #: 1097168	Account #: 1077721
Address: 4798 AIRPORT PKWY ADDISON Texas 75001-3364	Address: 4798 AIRPORT PKWY ADDISON Texas 75001-3364	Address: PO BOX 9010 ADDISON Texas 75001-9010

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	4	\$35,126.25	\$140,505.00
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	4	\$0.00	\$0.00
3.0	11577-000004	Station Battery Charger - For the LP15	4	\$1,705.20	\$6,820.80
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	16	\$429.78	\$6,876.48
5.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	4	\$556.80	\$2,227.20
6.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	4	\$613.35	\$2,453.40
7.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	4	\$217.50	\$870.00
8.0	11160-000011	NIBP Cuff-Reusable, Infant	4	\$20.01	\$80.04
9.0	11160-000013	NIBP Cuff-Reusable, Child	4	\$22.62	\$90.48
10.0	11160-000017	NIBP Cuff -Reusable, Large Adult	4	\$31.32	\$125.28
11.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	4	\$63.51	\$254.04
12.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	4	\$293.19	\$1,172.76
13.0	11220-000028	LIFEPAK 15 Carry case top pouch	4	\$53.07	\$212.28
14.0	11260-000039	LIFEPAK 15 Carry case back pouch	4	\$75.69	\$302.76



### Addison FD LP15 x4 with 4 Year Service + Batterys

Quote Number: 10170729  
Version: 1  
Prepared For: ADDISON FIRE STATION 1  
Attn:

Remit to: P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Gary Montana  
Email: gary.montana@stryker.com  
Phone Number: (817) 846-0415

Quote Date: 03/28/2020  
Expiration Date: 11/26/2020

#	Product	Description	Qty	Sell Price	Total
15.0	11996-000471	4G Modem: Verizon Cellular (for use on Stryker data plan; purchased separately)	4	\$1,048.35	\$4,193.40
17.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	\$2,760.00	\$2,760.00
Equipment Total:					\$168,943.92

#### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
50994-000105	Trade in of LIFEPAK 15 4+ features towards the purchase of a Stryker device	4	-\$5,000.00	-\$20,000.00

#### ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
16.0	78000168	KORE - Stryker data plan for modem (Verizon)	4	03/28/2020	03/27/2021	\$284.05	\$1,136.20
18.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	4	03/28/2020	03/27/2024	\$6,264.00	\$25,056.00
ProCare Total:							\$26,192.20

#### Price Totals:

Grand Total: \$175,136.12

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



**Addison FD LP15 x4 with 4 Year Service +  
Batterys**

Quote Number: 10170729

Version: 1

Prepared For: ADDISON FIRE STATION 1

Attn:

Remit to: P.O. Box 93308

Chicago, IL 60673-3308

Rep: Gary Montana

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 03/28/2020

Expiration Date: 11/26/2020

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AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF ONE (1) VEHICLE FROM SOUTHWEST MATERIALS HANDLING COMPANY THROUGH BUYBOARD IN AN AMOUNT NOT TO EXCEED \$32,720.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The purchase of one (1) vehicle from Southwest Materials Handling Company, through BuyBoard, in an amount not to exceed \$32,720.00 with a copy of the itemized purchase attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 10<sup>th</sup> day of **NOVEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

## EXHIBIT A

**SOUTHWEST**  
Materials Handling Co.  
“The Company built on Quality”<sup>®</sup>



Vector Fleet Management  
Tim Winkles  
Addison, TX 75001

Available on  
**BuyBoard**<sup>®</sup> BuyBoard Member #: 577-18

April 30, 2020

**MODEL** New Komatsu BX50 Model FG32HT-16 LP High-Torque Pneumatic Forklift

**BASE CAPACITY** 6,500 lbs. @ 24" load center

**MAST-CARRIAGE** Triple-stage EZview mast  
Maximum fork height: 189.5"  
Lowered height: 91.5"  
Carriage width – 41" Class III  
Ground Clearance Under Mast 5.5"

**ENGINE** Nissan – K25 Engine  
60 HP @ 2,700 RPM  
142 lbs. / ft. torque @ 1,600 RPM  
4 Cylinder / 152 cubic inches



**HYDRAULICS** EZlift Hydraulic System  
Tandem Pump Assembly, Steering and Load Handling  
Faster Lifting at idle speeds and improved fuel economy with tandem pumps  
Fully Filtered System with powerful and efficient Direct Drive gear pump  
Integral hydraulic fluid reservoir to truck frame reduces heat buildup

**TRANSMISSION** Torqflow single-speed powershift transmission  
Column mounted electrical shift lever allows for easy operator control  
Modulating control valve absorbs initial engagement and directional change which prolongs the life of the entire drive train

**STEER AXLE** Fully Hydrostatic Power Steering  
Independent Power Steering Pump for smoother more reliable action  
Double Ended power steering cylinder without drag links or tie rods  
Grease fittings on all linkage is accessible without lifting truck

**BRAKES** Hydraulic Brakes are self-energizing and self-adjusting  
Mechanical Parking Brake with 2-Stage locking mechanism  
High-friction brake shoes free of asbestos

**SERVICEABILITY** All steel engine cover is insulated to reduce heat and noise in Komfort zone  
Engine Cover is shaped for easy access to engine compartment  
Gas-Filled cylinder with automatic locking device to prevent cover from closing

<b>STANDARD EQUIPMENT</b>	Low Profile Dash and Gauge Display; Indicator Lights including Neutral, Low Oil Pressure, Low Battery, Hydraulic Lock, Check Engine, and Maintenance Error Code; Drawbar Pin; Electronic Ignition; Fully Hydrostatic Power Steering; Long Life Headlights; LED Tail/Stop/Rear Turn Lights; High Mount Air Intake; Horn with actuator in center of steering wheel; Load Backrest; Critical Wiring Harness Connectors are Waterproof
<b>INCLUDED OPTIONS</b>	3-stage full free-view view 189.5" mast 41" wide side-shift Solid pneumatic tires 42" Forks Back-Up Alarm Strobe light Steering wheel knob Full LP Tank
<b>WARRANTY</b>	<b>24 months / unlimited hours</b> Drive train warranty: 60 months or 8,000 hours
<b>SALES PRICE</b>	<b>\$32,720.00</b>
<b>LEASING OPTIONS</b>	Fair Market Value Platinum Lease <b>60-months @ \$401.17 per month</b> + tax Lease is based on 2,000 hours per year.
<b>LEAD TIME</b>	In-stock



**Buy Board Member:  
#577-18**

**Respectfully Submitted By**  
Jason Sternberg  
Southwest Materials Handling  
469-644-8858

Pricing is upon approved credit and does not reflect sales, use or property tax, if applicable.  
**Quote is good for 60 days and subject to availability.**

**Council Meeting**

7.

**Meeting Date:** 11/10/2020

**Department:** General Services

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan

**AGENDA CAPTION:**

Consider Action on a **Resolution to Approve the Purchase of (12) Vehicles from Sam Pack's Five Star Ford Through the Tarrant County Purchasing Cooperative and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$561,436.01.

**BACKGROUND:**

An Asset Management System (AMS) is utilized to track the Town’s assets. Staff annually determines which assets need to be replaced based on AMS recommendations and a condition assessment. Staff researched vehicle and equipment pricing through purchasing cooperatives and interlocal agreements to obtain the best price and to reduce administrative expenses. The Tarrant County purchasing cooperative offered the best pricing for the vehicles requested in this agenda item.

The Capital Equipment Replacement Fund (CERF) was established to accumulate sufficient resources to replace existing capital rolling stock and heavy equipment that has reached or exceeded its useful life. CERF resources are acquired through charges to operating departments in the General Fund. The charges are calculated using a straight-line depreciation-based method on an item’s expected life.

The following assets are recommended for replacement based on the AMS and Staff condition assessment:

Equipment	Vendor	Department	Amount
Ford F-250 Deerskin Animal Control Upfit (1)	Sam Pack's Five Star Ford	Police	\$63,301.00
Ford F-350 Crew Cab Battalion Chief Upfit (1)	Sam Pack's Five Star Ford	Fire	\$42,426.10

Ford F-350 Dump Body (1)	Sam Pack's Five Star Ford	Parks	\$59,871.00
Ford F-350 Utility Body (1)	Sam Pack's Five Star Ford	Parks	\$46,308.00
Ford F-350 Standard Body (1)	Sam Pack's Five Star Ford	Parks	\$36,063.00
Ford F-150 Crew Cab (1)	Sam Pack's Five Star Ford	Parks	\$31,940.00
Ford F-350 Extended Cab (1)	Sam Pack's Five Star Ford	Streets	\$30,551.00
Ford F-250 Extended Cab (1)	Sam Pack's Five Star Ford	Airport	\$42,246.00
Ford F-750 Dump Body (1)	Sam Pack's Five Star Ford	Airport	\$77,920.91
Ford F-150 Crew Cab (1)	Sam Pack's Five Star Ford	Public Works	\$32,890.00
Ford F-250 Extended Cab (1)	Sam Pack's Five Star Ford	Public Works	\$42,696.00
Ford F-350 Crew Cab Dually (1)	Sam Pack's Five Star Ford	Public Works	\$55,223.00
<b>Total</b>			<b>\$561,436.01</b>

Funding for these vehicles was included in the Fiscal Year 2021 budget in the Capital Equipment Replacement Fund (CERF). These vehicles are within the budgeted amount.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Sam Packs Ford

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF TWELVE (12) VEHICLES FROM SAM PACK'S FIVE STAR FORD THROUGH THE TARRANT COUNTY PURCHASING COOPERATIVE PROGRAM IN AN AMOUNT NOT TO EXCEED \$561,436.01 AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The purchase of twelve (12) vehicles from Sam Pack's Five Star Ford, through the Tarrant County Purchasing Cooperative Program, in an amount not to exceed \$561,436.01 with a copy of the itemized purchases attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>th</sup>** day of **NOVEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

**EXHIBIT A**

<i>Sam Pack's Five Star Ford and Chevrolet</i> 1635 (Ford) 1700 (Chevrolet) S. IH 35E Carrollton Texas, 75006 (888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com					
<b>CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT</b> Cars and Light Trucks Team Members -- Kevin Moore - Shauna Hood - Jorge Guerra - Alan Rosner - Jose Deanda Contract Name Tarrant County CONTRACT # 2019-041					
End User: <b>TOWN OF ADDISON</b>		Sam Pack's Rep: <b>KEVIN MOORE</b>			
Contact: <b>ASHLEE POWELL</b>		Date: 5.13.20/REVISED 10.26.20			
Contact TN/Email _____		Phone # 972-462-5175			
Product Description: <b>2021 FORD F250 EXTENDED CAB</b>		Exterior Color / Interior <b>WHITE</b>			
A.	Bid Series: <b>LINE 3B X2A POLICE</b>	Base Price:		\$ 24,911.00	
<b>B. Published Options (Itemize Each Below)</b>					
Code	Description	Bid Price	Code	Description	Bid Price
	AUTO TRANS	INCLUDED			
	A/C	INCLUDED		POLICE	
	POWER GROUP	INCLUDED			
	CRUISE	INCLUDED			
	SYNC SYSTEM	INCLUDED			
	DELIVERY	INCLUDED			
	2YR STATE INSPECTION	INCLUDED			
	TRAILER TOW	INCLUDED			
	6.2L V-8	INCLUDED			
	XL PKG	INCLUDED			
	KEYLESS ENTRY	INCLUDED			
Total of B. - Published Options					\$ -
<b>C. Ford Factory Published Options</b>					
Code	Description	Bid Price	Code	Description	Bid Price
19B	RUNNING BOARDS	\$ 320.00			
43C	110V/400W OUTLET	\$ 175.00			
66S	UP FITTER SWITCHES	\$ 165.00			
86M	BATTERY SET UP	\$ 210.00			
87Z	CAMERA PREP	\$ 415.00			
87E	XTRA HD ALT	\$ 85.00			
86D	BED DELET	\$ (625.00)			
18A	UP FIT MODULE REQ WITH DOG BOX	\$ 295.00			
	CARPET DELETE	INCLUDED			
Total of C. - Dealer Published Options					\$ 1,040.00
<b>D. Fleet Quote</b>					
Code	Description	Bid Price	Code	Description	Bid Price
	DEERSKIN MFG PRO SAFTEY UNIT ACCM6G PER CUSTOMER SPECS	\$ 32,575.00		WHELEN LIGHT BAR SPOT LIGHT AND FOUR CORNER STROBES	\$ 4,050.00
	AMBER IONS IN GRILL	\$ 375.00			
	TINT	\$ 225.00			
	BACK UP ALARM	\$ 125.00			
	AMBER DIRECTIONAL ON REAR	INCLUDED			
	SCENE LIGHTS	INCLUDED			
Total of D. - Off Menu Options					\$ 37,350.00
All Vehicles ordered are about 90-120 days ARO		0 Miles @ \$2.45/mile			
F.	Delivery Charges			\$ -	
G.	Option Discounts			\$ -	
H.	Total of A + B + C + D + E = F			\$ 63,301.00	
I.	Floor Plan Assistance			\$ 0.00	
J.	Lot Insurance Coverages			\$ 0.00	
K.	Quantity Ordered 1 X F =			\$ 63,301.00	
L.	Administrative Fee			\$ -	
M.	Non-Equip Charges & Credits			\$ -	
N.	<b>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</b>			<b>\$63,301.00</b>	





Sam Pack's Five Star Ford and Chevrolet  
 1635 (Ford) 1700 (Chevrolet) S. IH 35E Carrollton Texas, 75006  
 (888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

Cars and Light Trucks

Team Members -- Kevin Moore - Shauna Hood - Jorge Guerra - Alan Rosner - Jose Deanda

Contract Name Tarrant County CONTRACT # 2019-041

End User: <u>TOWN OF ADDISSON</u>		Sam Pack's Rep: <u>KEVIN MOORE</u>	
Contact: <u>ASHLEE POWELL</u>		Date: <u>5.13.20/Revised 10.17.20</u>	
Contact TN/Email <u>APOWELL@ADDISONTX.GOV</u>		Phone # <u>972-489-7107</u>	
Product Description: <u>2021 FORD F350 CREW CAB PICK UP SINGLE REAR WHEEL</u>		Exterior Color / Interior <u>WHITE/VINYL</u>	
A. Bid Series: <u>4E W3A SINGLE REAR WHEEL</u>		Base Price: <b>\$ 28,403.00</b>	
B. Published Options (Itemize Each Below)			
Code	Description	Bid Price	Bid Price
	AUTOMATIC	INCLUDED	BACK UP ALARM \$ 195.00
	AIR CONDITIONING	INCLUDED	REVIEW CAMERA INCLUDED
	POWER GROUP	INCLUDED	KEY LESS ENTRY INCLUDED
	10500 GVWR	INCLUDED	
	6.2L V8	INCLUDED	
	VINYL SEAT 10/20/40	INCLUDED	
	AM/FM	INCLUDED	
	TRAILER TOW	INCLUDED	
	BLUETOOTH	INCLUDED	
	110V/400W OUT LET	\$ 175.00	
	TRAILER BRAKE CONTROLLER	\$ 275.00	
	AUX SWITCHES	\$ 175.00	
Total of B. - Published Options			<b>\$ 820.00</b>
C. Ford Factory Published Options			
Code	Description	Bid Price	Bid Price
	PARKS		
Total of C. - Dealer Published Options			<b>\$ -</b>
D. Fleet Quote			
Code	Description	Bid Price	Bid Price
SL	SPRAYLINER	\$ 495.00	
	4 CORNER STROBES	\$875.00	KSW SERVICE BODY WITH FULL PIPE RACK OVER THE CAB \$11,375.00
18B	RUNNING BOARDS	\$575.00	
	TINT	\$275.00	
EO	2" BALL WITH DRAWBAR	\$150.00	
	WHELEN AMBER LB W TA	\$2,600.00	
	MUD FLAPS	\$95.00	
W3A	LONG BED OPTION 176"	\$495.00	
	RUBBER MATS	\$150.00	
Total of D. - Off Menu Options			<b>\$ 17,085.00</b>
All Vehicles ordered are about 90-120 days ARO			
F.	Delivery Charges	0 Miles @ \$2.45/mile	\$ -
G.	Option Discounts		
H.	Total of A + B + C + D + E = F		<b>\$ 46,308.00</b>
I.	Floor Plan Assistance		\$0.00
J.	Lot Insurance Coverages		\$0.00
K.	Quantity Ordered <u>1</u> X F =		<b>\$ 46,308.00</b>
L.	Administrative Fee		\$ -
M.	Non-Equip Charges & Credits		
N.	<b>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</b>		<b>\$46,308.00</b>





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**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

Cars and Light Trucks

Team Members -- Kevin Moore - Shauna Hood - Jorge Guerra - Alan Rosner - Jose Deanda

Contract Name Tarrant County CONTRACT # 2019-041

End User: **TOWN OF ADDISON** Sam Pack's Rep: **KEVIN MOORE**

Contact: **ASHLEE POWELL** Date: **10.10.20**

Contact TN/Email \_\_\_\_\_ Phone # **972-462-5175**

Product Description: **2021 FORD F350 EXTENDED CAB** Exterior Color / Interior **WHITE**

A. Bid Series: **LINE 4D X3A STREETS** Base Price: **\$ 24,911.00**

**B. Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
	AUTO TRANS	INCLUDED			
	A/C	INCLUDED		STREETS	
	POWER GROUP	INCLUDED			
	CRUISE	INCLUDED			
	SYNC SYSTEM	INCLUDED			
	DELIVERY	INCLUDED			
	2YR STATE INSPECTION	INCLUDED			
	TRAILER TOW	INCLUDED			
	6.2L V-8	INCLUDED			
	XL PKG	INCLUDED			
<b>Total of B. - Published Options</b>					<b>\$ -</b>

**C. Ford Factory Published Options**

Code	Description	Bid Price	Code	Description	Bid Price
	BACK UP ALARM	\$ 175.00			
19B	RUNNING BOARDS	\$ 320.00			
43C	110V/400W OUTLET	\$ 175.00			
66S	UP FITTER SWITCHES	\$ 165.00			
67E	XTRA HD ALT	\$ 85.00			
	CARPET DELETE	INCLUDED			
<b>Total of C. - Dealer Published Options</b>					<b>\$ 920.00</b>

**D. Fleet Quote**

Code	Description	Bid Price	Code	Description	Bid Price
	WHELEN SAFTEY LIGHTING LIGHT BAR AND FOUR CORNERS	\$ 3,475.00			
	SPRAY LINER	\$495.00			
	TINT	\$275.00			
	RKI HEADACHE RACK	\$475.00			
<b>Total of D. - Off Menu Options</b>					<b>\$ 4,720.00</b>

All Vehicles ordered are about 90-120 days ARO					
F.	Delivery Charges	0 Miles @ \$2.45/mile			\$ -
G.	Option Discounts				\$ -
H.	Total of A + B + C + D + E = F				\$ 30,551.00
I.	Floor Plan Assistance				\$0.00
J.	Lot Insurance Coverages				\$0.00
K.	Quantity Ordered	1	X F =		\$ 30,551.00
L.	Administrative Fee				\$ -
M.	Non-Equip Charges & Credits				\$ -
N.	<b>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</b>				<b>\$30,551.00</b>

*Sam Pack's Five Star Ford and Chevrolet*  
 1635 (Ford) 1700 (Chevrolet) S. IH 35E Carrollton Texas, 75006  
 (888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

Cars and Light Trucks

Team Members -- Kevin Moore - Shauna Hood - Jorge Guerra - Alan Rosner - Jose Deanda

Contract Name Tarrant County CONTRACT # 2019-041

End User: **TOWN OF ADDISON** Sam Pack's Rep: **KEVIN MOORE**

Contact: **ASHLEE POWELL** Date: 10.10.20

Contact TN/Email \_\_\_\_\_ Phone # 972-462-5175

Product Description: **2021 FORD F250 EXTENDED CAB** Exterior Color / Interior **WHITE**

A. Bid Series: **LINE 3B X2A AIRPORT** Base Price: \$ 24,911.00

**B. Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
	AUTO TRANS	INCLUDED			
	A/C	INCLUDED		AIRPORT	
	POWER GROUP	INCLUDED			
	CRUISE	INCLUDED			
	SYNC SYSTEM	INCLUDED			
	DELIVERY	INCLUDED			
	2YR STATE INSPECTION	INCLUDED			
	TRAILER TOW	INCLUDED			
	6.2L V-8	INCLUDED			
	XL PKG	INCLUDED			
<b>Total of B. - Published Options</b>					\$ -

**C. Ford Factory Published Options**

Code	Description	Bid Price	Code	Description	Bid Price
	BACK UP ALARM	\$ 175.00			
19B	RUNNING BOARDS	\$ 320.00			
43C	110V/400W OUTLET	\$ 175.00			
66S	UP FITTER SWITCHES	\$ 165.00			
67E	XTRA HD ALT	\$ 85.00			
	CARPET DELETE	INCLUDED			
<b>Total of C. - Dealer Published Options</b>					\$ 920.00

**D. Fleet Quote**

Code	Description	Bid Price	Code	Description	Bid Price
	WHELEN SAFTEY LIGHTING LIGHT BAR AND FOUR CORNERS	\$ 3,475.00			
	SPRAY LINER	\$495.00			
	TINT	\$275.00			
	MAXON LIFT GATE	\$3,275.00			
	KSW FULL SERVICE BODY	\$8,895.00			
	MASTER LOCKS AND HEADACHE RACK	INCLUDED			
<b>Total of D. - Off Menu Options</b>					\$ 16,415.00

All Vehicles ordered are about 90-120 days ARO					
F.	Delivery Charges	_____	0 Miles @ \$2.45/mile		\$ -
G.	Option Discounts				
H.	Total of A + B + C + D + E = F				\$ 42,246.00
I.	Floor Plan Assistance				\$0.00
J.	Lot Insurance Coverages				\$0.00
K.	Quantity Ordered	1	X F =		\$ 42,246.00
L.	Administrative Fee				\$ -
M.	Non-Equip Charges & Credits				
N.	<b>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</b>				<b>\$42,246.00</b>





*Sam Pack's Five Star Ford and Chevrolet*  
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**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

Cars and Light Trucks

Team Members -- Kevin Moore - Shauna Hood - Jorge Guerra - Alan Rosner - Jose Deanda

Contract Name Tarrant County CONTRACT # 2019-041

End User: **TOWN OF ADDISON** Sam Pack's Rep: **KEVIN MOORE**

Contact: **ASHLEE POWELL** Date: 10.10.20

Contact TN/Email \_\_\_\_\_ Phone # 972-462-5175

Product Description: **2021 FORD F250 EXTENDED CAB** Exterior Color / Interior **WHITE**

A. Bid Series: **LINE 3B X2A PUBLIC WORKS** Base Price: \$ 24,911.00

**B. Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
	AUTO TRANS	INCLUDED			
	A/C	INCLUDED		<b>PUBLIC WORKS</b>	
	<b>POWER GROUP</b>	INCLUDED			
	<b>CRUISE</b>	INCLUDED			
	<b>SYNC SYSTEM</b>	INCLUDED			
	DELIVERY	INCLUDED			
	2YR STATE INSPECTION	INCLUDED			
	TRAILER TOW	INCLUDED			
	6.2L V-8	INCLUDED			
	XL PKG	INCLUDED			
	TRAILER BRAKE CONTROLLER	\$ 275.00			
<b>Total of B. - Published Options</b>					<b>\$ 275.00</b>

**C. Ford Factory Published Options**

Code	Description	Bid Price	Code	Description	Bid Price
19B	RUNNING BOARDS	\$ 320.00			
43C	110V/400W OUTLET	\$ 175.00			
66S	UP FITTER SWITCHES	\$ 165.00			
86M	BATTERY SET UP	\$ 210.00			
872	CAMERA PREP	\$ 415.00			
67E	XTRA HD ALT	\$ 85.00			
	CARPET DELETE	INCLUDED			
<b>Total of C. - Dealer Published Options</b>					<b>\$ 1,370.00</b>

**D. Fleet Quote**

Code	Description	Bid Price	Code	Description	Bid Price
	WHELEN SAFTEY LIGHTING LIGHT BAR AND FOUR CORNERS	\$ 3,475.00			
	TOMMY LIFTGATE G2	\$3,275.00			
	SPRAY IN LINER	\$495.00			
	KSW UTILITY BODY	\$8,895.00			
	MASTER LOCK SYSTEM	INCLUDED			
	HEADACHE RACK	INCLUDED			
<b>Total of D. - Off Menu Options</b>					<b>\$ 16,140.00</b>

All Vehicles ordered are about 90-120 days ARO					
F.	Delivery Charges	0 Miles @ \$2.45/mile			\$ -
G.	Option Discounts				\$ -
H.	Total of A + B + C + D + E = F				\$ 42,696.00
I.	Floor Plan Assistance				\$0.00
J.	Lot Insurance Coverages				\$0.00
K.	Quantity Ordered 1 X F =				\$ 42,696.00
L.	Administrative Fee				\$ -
M.	Non-Equip Charges & Credits				\$ -
N.	<b>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</b>				<b>\$42,696.00</b>

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**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

Cars and Light Trucks

Team Members -- Kevin Moore - Shauna Hood - Jorge Guerra - Alan Rosner - Jose Deanda

Contract Name Tarrant County CONTRACT # 2019-041

End User: <b>TOWN OF ADDISON</b>		Sam Pack's Rep: <b>KEVIN MOORE</b>	
Contact: <b>ASHLEE POWELL</b>		Date: 10.10.20	
Contact TN/Email _____		Phone # 972-462-5175	
Product Description: <b>2021 FORD F350 CREW CAB DUAI REAR WHEELS</b>		Exterior Color / Interior <b>WHITE</b>	
A. Bid Series: <b>LINE 4D W3C PUBLIC WOORKS</b>		Base Price: \$ 37,490.00	
B. Published Options (Itemize Each Below)			
Code	Description	Bid Price	Code Description Bid Price
	AUTO TRANS	INCLUDED	
	A/C	INCLUDED	<b>PUBLIC WORKS</b>
	<b>POWER GROUP</b>	INCLUDED	
	<b>CRUISE</b>	INCLUDED	
	<b>SYNC SYSTEM</b>	INCLUDED	
	DELIVERY	INCLUDED	
	2YR STATE INSPECTION	INCLUDED	
	TRAILER TOW	INCLUDED	
	<b>REVIEW CAMERA</b>	INCLUDED	
	XL PKG	INCLUDED	
	6.7L DIESEL OPTION	INCLUDED	
			Total of B. - Published Options \$ -
C. Ford Factory Published Options			
Code	Description	Bid Price	Code Description Bid Price
	BACK UP ALARM	\$ 175.00	
18B	RUNNING BOARDS	\$ 320.00	
43C	110V/400W OUTLET	\$ 175.00	
66S	<b>UP FITTER SWITCHES</b>	\$ 165.00	
	TRAILER BRAKE CONTROLLER	\$ 275.00	
67E	XTRA HD ALT	\$ 85.00	
	CARPET DELETE	INCLUDED	
			Total of C. - Dealer Published Options \$ 1,195.00
D. Fleet Quote			
Code	Description	Bid Price	Code Description Bid Price
	WHELEN SAFTEY LIGHTING LIGHT BAR AND FOUR CORNERS	\$ 3,475.00	
	TINT	\$275.00	
	KSW SERVICE UTILITY BODY	\$12,788.00	
	SPRAY LINED		
	MASTER LOCK SYSTEM		
			Total of D. - Off Menu Options \$ 16,538.00
All Vehicles ordered are about 90-120 days ARO		0 Miles @ \$2.45/mile	
F.	Delivery Charges		\$ -
G.	Option Discounts		\$ -
H.	Total of A + B + C + D + E = F		\$ 55,223.00
I.	Floor Plan Assistance		\$0.00
J.	Lot Insurance Coverages		\$0.00
K.	Quantity Ordered 1 X F =		\$ 55,223.00
L.	Administrative Fee		\$ -
M.	Non-Equip Charges & Credits		\$ -
N.	<b>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</b>		<b>\$55,223.00</b>

**Council Meeting**

8.

**Meeting Date:** 11/10/2020

**Department:** General Services

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan

**AGENDA CAPTION:**

Consider Action on a **Resolution to Approve the Purchase of (1) Ambulance from Mac Haik Chrysler Dodge Jeep LLC Through the Houston Galveston Area Council Cooperative and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$286,849.95.

**BACKGROUND:**

An Asset Management System (AMS) is utilized to track the Town’s assets. Staff annually determines which assets need to be replaced based on AMS recommendations and an asset condition assessment. Staff researched vehicle and equipment pricing through purchasing cooperatives and interlocal agreements to obtain the best price and to reduce administrative expenses. The purchasing cooperative Houston Galveston Area Council offered the best pricing for the vehicle requested in this agenda item.

The Capital Equipment Replacement Fund (CERF) was established to accumulate sufficient resources to replace existing capital rolling stock and heavy equipment that has reached or exceeded its useful life. CERF resources are acquired through charges to operating departments in the General Fund. The charges are calculated using a straight-line depreciation-based method on an item’s expected life.

The following asset has been recommended for replacement based on the AMS and asset condition assessment:

Equipment	Vendor	Department	Amount
(1) 2020 Frazer Ambulance	Frazer Ambulance	Fire	\$286,849.95
<b>Total</b>			<b>\$286,849.95</b>

Funding for this vehicle was included in the Fiscal Year 2021 budget in the CERF.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - HGAC Ambulance Purchase

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF ONE (1) AMBULANCE FROM MAC HAIK CHRYSLER DODGE JEEP LLC. THROUGH HOUSTON GALVESTON AREA COUNCIL COOPERATIVE IN AN AMOUNT NOT TO EXCEED \$286,849.95 AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The purchase of one (1) ambulance from Mac Haik Chrysler Dodge Jeep LLC., through Houston Galveston Area Council, in an amount not to exceed \$286,849.95 with a copy of the itemized purchase attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>th</sup>** day of **NOVEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

EXHIBIT A



## Customer Quote

**Order No.:** Q1554-0001  
**Quote Date:** 3/31/2020  
**Expiration Date:** 10/01/2021  
**Salesperson:** Kasey Gillum  
 kgillum@frazerbilt.com

**Invoice To:**

Addison Fire & EMS  
 Town of Addison  
 P. O. Box 9010  
 Addison TX 75001  
 US

**Attention:**

EMS Chief  
 Christofer Alexander  
 calexander@addisontx.gov

**Order Instructions:**

Unit will go to service after it is complete in production for additional work previously quoted by Service. Please set an additional calendar invite and invite service for 2 months prior to the estimated delivery dates. These items have long lead times. We estimated and applied to the quote that it would take 2 weeks to complete once production is complete.

No.	Item	Quantity	U/M	Unit Price	Net Amount
1	MODULE Type I 14' Module	1.000	EA	\$ 209,075.00	\$ 209,075.00
2	CHASSIS 2020 RAM 4500 Diesel	1.000	EA	\$ 52,000.00	\$ 52,000.00
3	14389-BLK Bin-Hang/Stack, Large, Black	12.000	EA	\$ 22.18	\$ 266.16
4	14390-BLK Bin-Hang/Stack, Small, Black	48.000	EA	\$ 14.01	\$ 672.42
5	14109 Regulator-Oxygen, Preset 50 PSI	1.000	EA	\$ 275.02	\$ 275.02
6	TM-100-20-UN Surface Base-STANDARD SIZE	1.000	EA	\$ 725.00	\$ 725.00
7	TM-500-00-PFXT Stretcher-Cot System,Stryker	1.000	EA	\$ 1,500.00	\$ 1,500.00
8	STRYKER POWER- PRO XT Cot-Stryker Power-PRO XT 6506	1.000	EA	\$ 24,000.00	\$ 24,000.00

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,  
 P: 713-772-5511 www.frazerbilt.com  
 Frazer Proprietary and Confidential



## Customer Quote

**Order No.:** Q1554-0001  
**Quote Date:** 3/31/2020  
**Expiration Date:** 10/01/2021

No.	Item	Quantity	U/M	Unit Price	Net Amount
9	HGAC-NEW HGAC Fee for a New Unit	1.000	EA	\$ 1,000.00	\$ 1,000.00

**Remit To:**

Per TMVCC, we are quoting this through our licensed franchise dealer, Mac Haik Dodge Chrysler Jeep

Mac Haik Dodge Chrysler Jeep  
11000 I - 45 North Freeway  
Houston TX 77037

<b>Sale Amount:</b>	289,513.60
<b>Order Disc( 3.7960%):</b>	-10,990.00
<b>Sales Tax:</b>	0.00
<b>Total Amount:</b>	278,523.60

**Payment Terms:** Net 30

**Special Instructions:**

Email this quote along with your PO to sales@frazerbilt.com.  
Graphics pricing includes two hours' design time in the base price.  
More extensive graphics or multiple changes will be billed at \$100/hr.

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Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,  
 P: 713-772-5511 www.frazerbilt.com  
 Frazer Proprietary and Confidential



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For your convenience, all pricing has been itemized below per quote Q1554-0001 for Addison Fire & EMS

Base Module	\$ 109,900.00
Chassis Exterior	\$ 19,325.00
Module Exterior	\$ 36,975.00
Chassis Interior	\$ 3,225.00
Module Interior	\$ 39,650.00
<b>Total \$</b>	<b>209,075.00</b>

**Items included in above totals:**

- 1. Type I 14' Module \$ incl
- 2. This is a Triple K Unit \$ incl

**Chassis Exterior:**

- 3. Heat Shielding for Diesel Chassis \$ 1,575.00
- 4. Chassis Options: UConnect 8.4 Nav (RA4)  
Back-up camera (XAC) \$ incl
- 5. Chassis : 2020 RAM 4500 , Diesel , 4x2 , Regular , 108" Cab to Axle , Dodge Red (PR4) \$ incl
- 6. Suspension: LiquidSpring \$ 11,550.00
- 7. Wheel type: Factory Aluminum \$ incl
- 8. Chassis Steps: ArcRite with Sure Grip \$ 1,050.00
- 9. Grille Guard: Include Pricing \$ incl
- 10. Chassis Mud Flaps \$ 325.00
- 11. 10" and 12" Air Horns \$ 1,125.00
- 12. Compressor Type: Fast Recovery \$ 1,475.00
- 13. Switching Options: Momentary \$ 75.00
- 14. Siren Amplifier: Howler \$ 1,325.00
- 15. Window Tint on Chassis Doors \$ 275.00
- 16. Passenger's side Grille Light: Whelen M4 Clear Light \$ incl
- 17. Driver's side Grille Light: Whelen M4 Red Light \$ incl
- 18. Passenger's side Intersect Light: Whelen M4 Red Light \$ incl
- 19. Driver's side Intersect Light: Whelen M4 Red Light \$ incl
- 20. Driver Fender Light: Whelen M4 Clear Light \$ 275.00
- 21. Passenger Fender Light: Whelen M4 Clear Light \$ 275.00

**Chassis Exterior Subtotal \$ 19,325.00**

**Module Exterior:**



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22. Power Source: MEPS	\$ 15,000.00
23. Module Paint Layout: Non-White One Tone - Dodge Red (PR4)	\$ 2,625.00
24. SuperTherm Coating on Module Roof	\$ 1,325.00
25. Rear Wall 3M Conspicuity Layout - Chevron : Yellow Base Color and Red - Translucent Overlay	\$ 1,575.00
26. Entry Door Conspicuity Layout - Squares : White Base Color	\$ 325.00
27. Conspicuity Strips on Compartments Matching the Rear Wall	\$ 275.00
28. Frazer Provided Graphics	\$ 2,800.00
29. Body Drop on the Passenger's Side Forward of Rear Wheels	\$ incl
30. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$ 225.00
31. Dri-Deck in Applicable Exterior Compartments	\$ 275.00
32. Ground Lights: Entry Doors	\$ 1,050.00
33. GTT Opticom (Infrared)	\$ 1,950.00
34. Opticom Switching: On with Primary and Cut-off with park	\$ incl
35. Shore Power: Single 30 Amp auto eject w/ Red cover on Rear Wall	\$ 475.00
36. Coax 1 : Run coax from location 1 to Chassis	\$ incl
37. Coax 2 : Run coax from location 2 to Chassis	\$ incl
38. Coax 3 : Run coax from location 3 to Electrical Compartment	\$ incl
39. Coax 4 : Run coax from location 4 to Electrical Compartment	\$ incl
40. Front Wall Light Layout: M Pattern Light	\$ incl
41. Front Wall Light #1: Whelen M6 Red Light	\$ incl
42. Front Wall Light #2: Whelen M6 Red Light	\$ incl
43. Front Wall Light #3: Whelen M6 Clear Light	\$ incl
44. Front Wall Light #4: Whelen M6 Red Light	\$ incl
45. Front Wall Light #5: Whelen M6 Red Light	\$ incl
46. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$ incl
47. Front Wall Passenger Box Light: Whelen M6 Red Light	\$ incl
48. Driver Wall Front Box Light: Whelen M6 Red Light	\$ incl
49. Driver Wall Rear Box Light: Whelen M6 Red Light	\$ incl
50. Driver Wheel Well Light: Whelen M6 Red/Clear Light	\$ 75.00
51. Scene Light Option: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$ 2,950.00
52. O2 Compartment Layout: Laydown O2 with Adjustable Shelf	\$ incl
53. O2 Rollers for an H Cylinder	\$ incl
54. O2 Cylinder Changing Wrench	\$ 75.00



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55. Intermediate Compartment Style: Horizontal Adjustable Shelf	\$	incl
56. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
57. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
58. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	225.00
59. (2) SC-50-H-6-SF SCBA brackets raised 10" off the Floor of the Compartment	\$	1,050.00
60. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	225.00
61. Module Window Option: Sliding Window	\$	incl
62. Limo Tint on Entry Doors	\$	275.00
63. Upper Rear Wall Light Layout: 3 Across	\$	incl
64. Upper Light #1: Whelen M6 Load Light	\$	incl
65. Upper Light #2: Whelen M6 Amber Light	\$	incl
66. Upper Light #3: Whelen M6 Load Light	\$	incl
67. Lower Light #1 Whelen M6 Brake/Tail/Turn Red Light	\$	incl
68. Lower Light #2 Whelen M6 Brake/Tail/Turn Red Light	\$	incl
69. Lower Light #3 Whelen M6 Red Light	\$	incl
70. Lower Light #4 Whelen M6 Red Light	\$	incl
71. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
72. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
73. Rear Backboard: 5" Compartment Shelf	\$	225.00
74. Lower BTs: 2 M6 Lights on each side	\$	750.00
75. Rear Bumper	\$	incl
76. Door Grabbers	\$	incl
77. License Plate Light	\$	incl
78. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
79. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
80. Passenger Wheel Well Light: Whelen M6 Clear/Red Light	\$	75.00
81. Front Backboard Style: Double adjustable shelving	\$	125.00
82. Interior Step Option: Double Step Well	\$	incl
83. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
84. Door Locks on Entry Doors and Compartments	\$	3,025.00
	<b>Module Exterior Subtotal</b>	<b>\$ 36,975.00</b>

**Chassis Interior:**



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85. Siren Speakers: Whelen SA 315 Speakers	\$	incl
86. Tap-2 on Primary Siren	\$	incl
87. Siren Option: Whelen C9 Siren in Console	\$	incl
88. Mic 1 shipped loose	\$	incl
89. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side)	\$	475.00
90. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
91. Slot 3: Single Slot Switch Panel	\$	incl
92. Slot 4: Siren 1	\$	incl
93. Console Switch Layout : Primary - Secondary - Air Horn - Howler - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank	\$	incl
-		
94. New Armrest	\$	225.00
95. Console Layout: 4-Slot Console	\$	incl
96. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$	700.00
97. Rear of Console: Single Mapholder	\$	225.00
98. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
99. Camera System: Dodge OEM Back-up Camera System	\$	525.00
100. Aftermarket Vinyl Seats	\$	850.00

**Chassis Interior Subtotal \$ 3,225.00**

**Module Interior:**

101. Protek Cushions	\$	incl
102. Grey Interior	\$	incl
103. Stainless Steel Countertops	\$	incl
104. Duplex Outlet in the Front Corner Area	\$	175.00
105. Netting at the Front Corner Area	\$	incl
106. 14 Qt. Engel Fridge	\$	950.00
107. Duplex Outlet on the Front Wall	\$	incl
108. Front I/O with Lexan Doors	\$	incl
109. 2 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$	175.00
110. Duplex Outlet in the Cabinet Above the Front I/O	\$	incl
111. Location 1: 4 Switch w/Thermostat	\$	incl
112. Location 2: Single O2 Outlet	\$	incl
113. Location 3: Electric O2 panel with monitor	\$	1,800.00
114. Location 4: Dual USB receptacles	\$	225.00



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115. Location 6: Blank	\$	incl
116. Location 7: Blank	\$	incl
117. Location 8: Quad 120 VAC	\$	incl
118. Location 9: Suction	\$	incl
119. Action Wall Switch Layout : Interior Lights ; Dimmer ; Ventilation Fan ; Electric O2 ;	\$	incl
120. Technimount LP-15 Monitor Mount on the Action Wall Countertop	\$	1,525.00
121. Sharps Container at Action Wall	\$	incl
122. Acrylic Holder at the Action Wall Cabinet	\$	incl
123. New 6pt Harness at the CPR Seat	\$	525.00
124. Cabinet Aft CPR Seat	\$	950.00
125. Rear Door Switch Layout : Blank ; Blank ; Dump/Bypass (Suspension) ; Rear Load ;	\$	incl
126. Two Seating Positions at the Squad Bench - 2 and 3	\$	incl
127. Acrylic Holder and Sharps at Squad Bench	\$	825.00
128. Harness Type for Seat Position 2: New 6pt Harness	\$	525.00
129. Harness Type for Seat Position 3: New 6pt Harness	\$	525.00
130. Double Squad Bench Cabinet	\$	650.00
131. New Cargo Net at the Head of the Squad Bench	\$	800.00
132. Trashcan With Lid at the Head of the Squad Bench	\$	incl
133. O2 Outlet at the Squad Bench Wall	\$	incl
134. 3 High Glove Box Centered on Rear Wall	\$	225.00
135. Head knocker options: With Clock only	\$	475.00
136. O2 Outlet in Ceiling Raceway	\$	325.00
137. IV Hanger on Ceiling Raceway	\$	incl
138. Overhead Grabrails on Both Sides	\$	225.00
139. IV Hanger on Squad Bench Ceiling	\$	incl
140. Floor Options: Stryker Power-LOAD System	\$	28,000.00
141. Stryker cot tower only ( no antler and bar )	\$	incl
142. Loncoin II Onyx Floor	\$	incl
143. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	750.00
<b>Module Interior Subtotal</b>	<b>\$</b>	<b>39,650.00</b>

**All new Frazer EMS Vehicles come standard with the following features:**



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- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner
- Easily accessible electrical compartment located on exterior of vehicle
- All aluminum module construction - No wood products!
- Shear-plate method of attachment securing the module to the chassis
- All aluminum powder-coated 12" deep interior cabinetry
- Seamless cushions
- All LED emergency warning and scene lighting
- All LED interior ceiling lights
- 120VAC outlets conveniently located throughout unit
- Three oxygen outlets
- Action area with hinged service access panel to back of oxygen outlets and switches

November 04, 2020

Chief Chris Alexander  
Town of Addison  
Email: calexander@addisontx.gov

Quote # 9

Dear Chief Alexander,

Below is the quote you have requested for the following; After production, Furnish and Install the following; Once the unit is complete in production, Service will need 2 weeks to complete.

- UV-MEAMed Disinfection Lamp
- Key Box-KeySecure 5 Wifi
- Drug Box-Medvault 2.5, Wifi Capable with Plate-Stiffener, FW Cabinet, Medvault

**Grand Total for Both Listed Below \$8,326.35**

**Ceiling Mounted UV-MEAMed Disinfection Lamp (SAFD)**

(1)	50409	Lamp-UV-MEAMed Disinfection Lamp	\$ 3,400.00
(1)	50419	Plate-Mount, Lamp UV-C Air/Surface	\$ 10.73
(20)	11353	Cable-SJOOW, 14-3C	\$ 20.40
(3)	11299	Wire-GXL 18 Ga RED	\$ .30
(2.5)	11696	Wire-GXL 14 Ga GRN	\$ .55
(3)	26971	Plug-Straight Blade, NEMA 5/15A, BLK/WHT	\$ 41.96
(3)	26973	Connector-Straight, 15A 125V, BLK/WHT	\$ 46.56
(1)	10580	Connector-Butt, Nylon, 22-18 Ga	\$ .18
(1)	22187	Breaker-Circuit, Single-Pole, 10A	\$ 52.08
(1)	51719-GUNMETAL	Trim-UV Ceiling Light, Vinyl	\$ 77.24
(11)	LABOR		<u>\$ 1,100.00</u>
		<b>PART/LABOR TOTAL</b>	<b>\$ 4,750.00</b>

**Medvault Key Secure Install**

(1)	32215	Key Box-KeySecure 5 Wifi	\$ 944.00
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(1)	51625	Drug Box-Medvault 2.5, Wifi Capable	\$ 2,162.00
(1)	33733	Plate-Stiffener, FW Cabinet, Medvault	\$ 70.35
(4)	<u>Labor</u>		<u>\$ 400.00</u>
<b>PART/LABOR TOTAL</b>			<b>\$ 3,576.35</b>

Thank you for the opportunity to quote.

This quote is F.O.B Frazer in Houston.

Please call me on my cell phone at 832-366-7822 if you have questions or concerns.

Best Regards,

Bert Jones  
Frazer, Ltd.

**Council Meeting**

**9.**

**Meeting Date:** 11/10/2020

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Transportation Systems

**Milestones:** Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

**AGENDA CAPTION:**

Consider Action to Approve the **Purchase of Traffic Signal Controllers, Traffic Signal Smart Monitoring Devices, Vehicle Detection Upgrades and Associated Components and the Renewal of Traffic Signal Software, Maintenance, from Paradigm Traffic Systems, Inc. and Authorize the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$144,569.

**BACKGROUND:**

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

The Streets Division is replacing five of the traffic system's signal controllers because they have reached the end of their useful life and replacement parts are not available. Each signalized intersection has vehicle detection to assist with timing of the intersection. At two intersections, the vehicle detection will be upgraded to replace outdated equipment that is no longer supported. The signals at 20 intersections will also receive updated Malfunction Management Units. Finally, the purchase includes the renewal of the Centrac's Traffic Signal Software.

<b>Item</b>	<b>Quantity</b>	<b>Cost</b>
Econolite Cobalt Signal Controllers	5	\$12,375
Annual Centrac's Software Maintenance Agreement	1	\$8,750
Malfunction Management Units	20	\$20,700
Autoscope Vision Detection	2	\$48,744
Applied Information 500-085-02	1	\$8,800

Alpha Technologies RBMS Monitoring	36	\$25,200
<b>Total of Planned Purchase Items</b>	-	<b>\$124,569</b>
Miscellaneous Item Purchases Due to Unforeseen Failures	-	\$20,000
<b>Total of All Purchases</b>	-	<b>\$144,569</b>

All of these items and services will be purchased through BuyBoard. This state-wide collective purchasing agency bids out services and products for its members to provide the leverage needed to achieve better pricing on products, equipment, and services. This purchase is included in the Fiscal Year 2021 budget.

The attached price quote reflects the cost of the planned purchase items. the \$20,000 for unforeseen failures is included in this purchase for the sake of efficiency in purchasing.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Paradigm BuyBoard Price Quote

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P.O. Box 5508 – Arlington – Texas – 76005-5508  
 817.831.9406 – fax 817.831.9407  
[Estimating@Paradigmtraffic.com](mailto:Estimating@Paradigmtraffic.com)  
[www.paradigmtraffic.com](http://www.paradigmtraffic.com)

**QUOTATION**

**TO:** Town of Addison  
 16801 Westgrove  
 Addison, TX 75001

**attn:** Juan Gutierrez  
**ph:** 972-450-2852  
**fx:** [jgutierrez@addisontx.gov](mailto:jgutierrez@addisontx.gov)

**RFQ:** BuyBoard Contract # 603-20  
 Public Safety, Fire House Supply & Equipment &  
 Traffic Signals  
 512-467-0222 pn  
 1-800-211-5454 fax

DATE	SLSMN	DELIVERY OF MATERIAL	FREIGHT	SHIP VIA	F.O.B	TERMS	QTE NUMBER
10/26/2020	RK	45 - 60 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q27141RK
ITEM	QTY	DESCRIPTION				UNIT PRICE	TOTAL PRICE
1	36	PLEASE SEE NOTES THROUGHOUT THIS QUOTE  ALPHA TECHNOLOGIES RBMS (Remote Battery Monitoring System)           NOTE: PURCHASE ORDER MUST BE PROCESSED THROUGH WWW.BUYBOARD.COM    ALL MATERIALS MEET TXDOT SPECIFICATIONS.  For any questions, comments or concerns, Please email us at : <a href="mailto:Estimating@Paradigmtraffic.com">Estimating@Paradigmtraffic.com</a>				\$700.00	\$25,200.00
						<b>TOTAL</b>	<b>\$25,200.00</b>

\*Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions, please call or send a fax to me.  
 \*This quote is valid for 60 days. Thereafter it is subject to change without notice.  
 \*When sending RFQ's, PO's or RFI's, please send to **ESTIMATING@PARADIGMTRAFFIC.COM**

**OFFERED BY:**

**Robert Kelly**  
**Paradigm Traffic Systems, Inc.**  
[Estimating@paradigmtraffic.com](mailto:Estimating@paradigmtraffic.com)  
 Federal ID# 75-2520341



P.O. Box 5508 – Arlington – Texas – 76005-5508  
 817.831.9406 – fax 817.831.9407  
[Estimating@Paradigmtraffic.com](mailto:Estimating@Paradigmtraffic.com)  
[www.paradigmtraffic.com](http://www.paradigmtraffic.com)

## QUOTATION

**TO:** Town of Addison  
 16801 Westgrove  
 Addison, TX 75001

**attn:** Juan Gutierrez  
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**RFQ:** BuyBoard Contract # 603-20  
 Public Safety, Fire House Supply Equip. &  
 Traffic Signals  
 512-467-0222 ph  
 1-800-211-5454 fax

DATE	SLSMN	DELIVERY OF MATERIAL	FREIGHT	SHIP VIA	F.O.B	TERMS	QTE NUMBER
10/27/2020	RK	60 - 90 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q27143RK
ITEM	QTY	DESCRIPTION				UNIT PRICE	TOTAL PRICE
<b>PLEASE SEE NOTES THROUGHOUT THIS QUOTE</b>							
1	5	Econolite COB11100110000, Cobalt 1100 Controller				\$2,475.00	<b>\$12,375.00</b>
2	20	EDI MMU2-16LEip Smart Monitor				\$1,035.00	<b>\$20,700.00</b>
3	1	Annual Maintenance Centrac Software Agreement				\$8,750.00	<b>\$8,750.00</b>
4	1	Applied Information 500-085-02 W/ 10 Year Connectivity				\$8,800.00	<b>\$8,800.00</b>
5	2	Four Approach Autoscope Vision Detection System C/O:					
	8	VIVDS CAMERA ASSEMBLY				\$4,890.00	<b>\$39,120.00</b>
	2	VIVDS PROCESSOR SYSTEM				\$2,992.00	<b>\$5,984.00</b>
	2000	VIVDS COMMUNICATION CABLE				\$1.00	<b>\$2,000.00</b>
	8	CAMERA BRACKET PELCO (AS-0166-4-120)				\$205.00	<b>\$1,640.00</b>
<b>**VIVDS CABLE &amp; CAMERA WARRANTY**</b>							<b>\$48,744.00</b>
<p><b>VIVDS CABLE MUST BE 163 COMPOSITION CABLE FOR ECONOLITE CAMERAS OR APPROVED EQUAL. USE OF SUBSTANDARD CABLE WILL RESULT IN THE CAMERA WARRANTY BEING VOIDED.</b></p> <p>For any questions, comments or concerns, Please email us at :  <a href="mailto:Estimating@Paradigmtraffic.com">Estimating@Paradigmtraffic.com</a></p>							
						<b>TOTAL</b>	<b>\$99,369.00</b>

\*Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions, please call or send a fax to me.  
 \*This quote is valid for 60 days. Thereafter it is subject to change without notice.  
 \*When sending RFQ's, PO's or RFI's, please send to **ESTIMATING@PARADIGMTRAFFIC.COM**

**OFFERED BY:**

**Robert Kelly**  
**Paradigm Traffic Systems, Inc.**  
[Estimating@paradigmtraffic.com](mailto:Estimating@paradigmtraffic.com)  
**Federal ID# 75-2520341**

**Council Meeting**

10.

**Meeting Date:** 11/10/2020

**Department:** Infrastructure- Development Services

**Pillars:** Excellence in Asset Management  
Gold Standard in Public Safety

**Milestones:** Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

**AGENDA CAPTION:**

Consider Action on a **Resolution to Approve an Agreement for Street Sweeping Services Between the Town of Addison and Sweeping Services of Texas - Operating, L.P. and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$90,000.

**BACKGROUND:**

On 10/13/2015, Council approved a contract with Mister Sweeper, LP for street sweeping services. These services provide streets that are clear of debris and assist in keeping trash and debris from entering the Town stormwater system, which are pathways directly into creeks, streams, and other various waterways. The agreement with Mister Sweeper, LP is set to terminate on November 30, 2020.

On September 14, 2020, the Town advertised for street sweeping services on BidSync Bid # 20-220. The bid period closed on October 1, 2020. The bid was structured with an annual contract that allows for the potential of 4 additional renewal years. In response to that advertisement, the Town received four proposals with the lowest responsible bidder being Waste Partners Environmental DBA Sweeping Services of Texas, LP at \$74,579.07. Responses were scored on price, experience & qualifications, references and the ability of the contractor to meet the Town's needs. Sweeping Services of Texas has provided sweeping services for the Town of Addison in the past as well as other municipalities in the area and comes highly recommended.

<b>Vendor</b>	<b>Score</b>
Sweeping Services of Texas	98.0
Mister Sweeper	94.8
SCA Sweeping	78.8
Pannell Industries	66.5

Services, per the contract, will include the following locations and cleaning frequency:

Regular scheduled cleaning:

- Principal Arterial (Belt Line Rd, Midway Rd, Addison Rd, etc.) - Once weekly
- Minor Arterial (Westgrove Dr, Quorum Dr, etc.) - Once every other week
- Residential Collector and Residential (Beltway Dr, Lake Forrest Dr, Les Lacs Subdivision, etc.) - Once monthly
- Commercial Collector (Landmark Pl, Runyon Rd, Wiley Post Rd, etc.) - Once every other month

Contingency and extra cleanings as necessary:

- Ice events/ sanding operations
- Special events
- Any other emergency situation
- To cover the expense of any roadways that may be added by new developments

Payment for street cleaning is made by the unit price per curb mile cleaned as set forth in the Bid Schedule. The contract value is \$90,000 (\$74,579.07 for scheduled service & \$15,420.93 for contingency extra sweeping at the request of the Town). \$90,000 was included in the FY 2020 Stormwater operations budget for these services.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Street Sweeping Services  
Street Sweeping Services, LP Bid Response

---

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR STREET SWEEPING SERVICES BETWEEN THE TOWN OF ADDISON AND SWEEPING SERVICES OF TEXAS – OPERATING, L.P., IN AN AMOUNT NOT TO EXCEED \$90,000, FOR THE CLEANING AND SWEEPING OF CERTAIN STREETS AND MEDIANS WITHIN THE TOWN AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Agreement for Street Sweeping Services between the Town of Addison and Sweeping Services of Texas – Operating, L.P., for the cleaning and sweeping of certain streets and medians within the Town in an amount not to exceed \$90,000, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>th</sup>** day of **NOVEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

STATE OF TEXAS           §  
  §           **AGREEMENT FOR STREET SWEEPING SERVICES**  
COUNTY OF DALLAS       §

This agreement (“Agreement”) is made by and between the Town of Addison, Texas (“Town”), and Sweeping Services of Texas – Operating, L.P. (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

## RECITALS:

**WHEREAS**, the Town desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Town solicited and accepted bids to establish a fixed price annual requirements agreement for street sweeping services in Bid No. 20-220 (the “RFB”), and the Contractor submitted a Response to the RFB (the “Response”) on or about October 1, 2020 both of which are incorporated herein for all purposes; and

**WHEREAS**, the Town to desires to select Contractor and engage the services of Contractor for the cleaning and sweeping of certain streets and medians within the Town; and

**WHEREAS**, the Contractor desires to provide street sweeping services for the Town in accordance with the RFB and as set forth in the Response on the terms and conditions set forth in this Agreement; and

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (the “Effective Date”). The initial term of this Agreement is for a period of one (1) year (the “Initial Term”).

1.2 The Parties may, upon mutual agreement, renew the term of this Agreement under the same terms and conditions set forth herein for four (4) additional terms of one (1) year each (each a “Renewal Term”).

1.3 Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other Party.

1.4 The Town may terminate this Agreement immediately at any time without prior written notice to the Contractor in the event that funding is no longer available or the Contractor (1) fails to provide documentation of legal status for any worker provided pursuant to this Agreement upon request of the Town; or (2) fails to comply with Federal Immigration Laws. In the event of such termination the Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the Town in accordance with this Agreement prior to such termination.

1.5 The Town may serve written notice upon the Contractor and its surety of the Town's intention to terminate this Agreement if: (i) the work done under this Agreement is abandoned by the Contractor; (ii) the Agreement is assigned without the written consent of the Town; (iii) the Contractor is adjudged bankrupt; (iv) a general assignment of the Contractor's assets is made for the benefit of its creditors; (v) a receiver is appointed for the Contractor or any of its property; (vi) the work required under this Agreement is being unnecessarily delayed; or (vii) the Contractor is violating any of the material conditions of the Agreement, or is executing same in bad faith or otherwise not in accordance with the terms of said Agreement. Unless, within ten (10) days after the serving of such notice, a satisfactory arrangement is made for continuance, Contractor shall be deemed in default and the Agreement shall be automatically terminated. In this event, the Town may take over and prosecute the work to completion. If at fault, the Contractor and its surety shall be liable to the Town for all damages, as well as excess costs sustained by the Town, by reason of prosecution and completion of the required work by the Town. This Agreement shall not be an asset of the Contractor in the event that: (i) Contractor is adjudged bankrupt; (ii) a receiver is appointed; (iii) a general assignment for the benefit of the Contractor's creditors is made; or (iv) the Contractor is proven insolvent or fails in business.

## **Article II** **Scope of Service**

2.1 Services. Contractor shall sweep and clean all streets and medians located in the Town as designated on the Bid Schedule in the RFB and the Response. In event of a conflict among this Agreement, the RFB, and the Response, this Agreement, the RFB and Response will control in that order.

2.2 Schedule of Work. Contractor agrees to commence services under this Agreement upon notice to proceed from the Town.

2.3 Labor. Contractor shall at all times observe and comply with all applicable State and Federal labor and immigration laws with respect to performance of work relative to this Agreement.

2.4 Equipment. Contractor shall provide its own equipment, labor, fuel, safety equipment and any other materials necessary to complete the required work. Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence, competence and supervision of its employees.

2.5 Incomplete Work. Failure to complete cleaning of less than ninety percent (90%) of the total scheduled curb miles during any cleaning cycle shall result in a penalty of Twenty- Five Dollars (\$25.00) per curb mile for each curb mile not cleaned. Such penalty shall be deducted by the Town from the amount due the Contractor for the period of cleaning during which the deficiency occurs.

2.6 Bonding Requirements. The Contractor must maintain a Performance Bond acceptable to the Town in an amount of Fifty Thousand Dollars (\$50,000.00), in the form provided in the documents meeting the requirements of this Agreement in effect for the duration required by this Agreement. A Performance Bond shall also be required for each subsequent year of the Agreement and shall be presented to the Town by the Contractor not later than Sixty (60) days prior to the anniversary date of the Agreement. The Performance Bond amount required for each subsequent year of the Agreement shall be Fifty Thousand Dollars (\$50,000.00). Performance Bonds provided to the Town by the Contractor shall guarantee the performance of the Contractor under the terms and conditions of the Agreement for services between the Parties.

### **Article III Compensation and Method of Payment**

3.1 Compensation. Payment for street cleaning shall be made by the unit price per curb mile cleaned as set forth in the Bid Schedule in the Response, contract value will be \$90,000 (\$74,579.07 for scheduled service & \$15,420.93 for contingency extra sweeping). The Town will pay Contractor no later than thirty (30) days from the date invoice is received. The Contractor shall submit an invoice to the Town each month for services performed pursuant to this Agreement. The Town shall remit payment to the Contractor within thirty (30) days after receipt of the monthly invoice from the Contractor.

3.2 Estimates. Quantities specified in the RFB are estimates only of the projected annual requirements. Quantities may be increased beyond the estimated quantities listed in the RFB, as necessary, provided funding is available. The Town is not obligated to pay for or use a minimum or maximum amount of services. The Contractor shall have no claim against the Town for anticipated profits for the estimated quantities listed, diminished, or deleted.

3.3 Price Adjustment. The unit prices specified in the Response shall be firm for the first annual period of this Agreement. If the option to renew for additional one-year period(s) is exercised by the Town, a price adjustment upward (or downward) may be requested by the Contractor. Contractor shall submit a written request for price adjustment and such request shall include the new unit price(s) and the basis for the determination. The index published for the month of November 2020 shall be used as a base for determining price adjustment(s). The index for the month of November for each subsequent renewal period shall be used in determining the adjusted price(s) for the ensuing Renewal Term(s), should renewal option(s) be exercised, and unit price adjustments be requested. Price adjustment shall be determined as follows: Unit price X% change (the point difference between the base index and the subsequent specified index is divided by the beginning index points and multiplied by 100) if the index equals the amount of price change. Whenever a price adjustment is made pursuant to this

clause, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve (12) months between price adjustments. The aggregate of the increase in any unit price shall not exceed 25% of the original unit price.

**Article IV  
Devotion of Time; Personnel; and Equipment**

4.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the Town require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the Town; and without decreasing the effectiveness of the performance of services required under this Agreement.

4.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

**Article V  
Miscellaneous**

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

5.2 Assignment. The Contractor may not assign this Agreement without the prior written consent of Town. In the event of an assignment by the Contractor to which the Town has consented, the assignee shall agree in writing with the Town to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning 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.

5.5 Amendments. This agreement may be amended by the mutual written agreement of the parties

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

5.7 Independent Contractor. It is understood and agreed by and between the Parties that the Contractor in satisfying the conditions of this Agreement, is acting independently, and that the Town assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Town. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

5.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Town:

With Copy to:

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

If intended for Contractor

Attn: Ronnie Kendrix  
Sweeping Services of Texas  
9000 Trinity Blvd.  
Hurst, Texas 76053

5.9 Insurance.

- (a) Contractor shall, during the term hereof, maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance covering bodily injury, death and property damage including the property of the Town, its officers, contractors, agents and employees (collectively referred to as the "Town") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate (per project), including products and completed operations coverage with a minimum aggregate limit of Two Million Dollars

(\$2,000,000) and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to the third party; (ii) policy of automobile liability insurance covering all operations of the Contractor pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with minimum limits of not less than Five Hundred Thousand Dollars (\$500,000) bodily injury each accident, Five Hundred Thousand Dollars (\$500,000) each employee for illness, and Five Hundred Thousand Dollars (\$500,000) for disease.

- (b) Contractor shall maintain Excess Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000). Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the Town and shall be provided on a "following form basis". Contractor waives all rights against Town, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the umbrella liability insurance obtained by Town. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG0001.
- (c) The Town shall be Certificate Holder, with the Town named as an additional insured on the Commercial General Liability policy. The insurance certificate shall contain the appropriate additional insured endorsement(s), be attached to the Certificate and the Certificate of Insurance signed by a person authorized by the insurer to confirm coverage on its behalf.
- (d) The commercial liability and workers compensation insurance policy required by this clause shall be endorsed to waive all rights of subrogation against the Town, its officials, employees and volunteers for losses arising from the activities under this Agreement. Copies of such endorsements shall be attached to the Certificate of Insurance signed by a person authorized by the insurer to confirm coverage on its behalf.
- (e) The Town shall be named as an Alternate Employer under the Workers Compensation policy and a copy of endorsement shall be attached to the Certificate of Insurance signed by a person authorized by the insurer to confirm coverage on its behalf.

- (f) Commercial liability insurance shall be endorsed to name the Town, its officers, and employees as additional insureds as to all applicable coverage. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the Town that indicates the insurance company will provide to the Town at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy.
- (g) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. The insurer must be duly authorized to transact business in the State of Texas. The commercial liability and workers compensation insurance policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Town.
- (h) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Town. In addition, the Contractor shall within ten (10) business days after written request provide the Town with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Town is a condition precedent to the payment of any amounts due to Contractor by the Town. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

**5.10 Indemnification. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTNELY REFERRED TO IN THIS SECTION AS "TOWN INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TOWN OR BREACH OF TOWN'S OBLIGATIONS HEREUNDER). CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS TOWN INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ALL THIRD PARTY PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR' S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS**

**OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE TOWN INDEMNITEES, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY TOWN INDEMNITEES ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT.**

**THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

5.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

5.12 Debarment and Suspension. In accordance with 2 CFR section 180.300, the Contractor certifies that the Contractor, its directors, shareholders, officers or employees are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas, or any of its departments or agencies. If during the term of this Agreement, the Contractor, its directors, shareholders, officers or employees becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the Contractor shall immediately provide notification thereof to Town. The certification in this section is a material representation of fact relied upon by the Town in entering this Contract.

*(Signature Page to Follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Town of Addison, Texas**

By: \_\_\_\_\_  
Wesley Pierson  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Irma Parker  
City Secretary

**APPROVED:**

By: \_\_\_\_\_  
Brenda McDonald, City Attorney

EXECUTED this 30<sup>th</sup> day of October, 2020.

**Company Name**

By: 

Name: IAN HALL

Title: PRESIDENT

## EXHIBIT A

### TERMS AND CONDITIONS

1. **F.O.B. DAMAGE:** Goods shall be F.O.B. Delivered, designated Municipal Facility, Town of Addison, Texas, and shall include all delivery and packaging costs, unless otherwise specified on purchase order. The Town of Addison assumes no liability for goods delivered in a damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the Town of damage.
2. **QUANTITIES:** In the case of annual estimated requirements contract, the Town of Addison reserves the right to increase, decrease or delete any item or items of material to be furnished. The successful Contractor shall have no claim against the Town for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.
3. **SPECIFICATIONS:** Town of Addison has included as part of this contract detailed specifications either on the purchase order, bid continuation form or referenced and attached as separate sheets. Any catalog number, brand name or manufacturer's reference used is descriptive, not restrictive, and is indicative of the type and quality the Town desires to purchase.
4. **CONTRACT PERIOD:** In the case of annual estimated requirements contract, the contract shall be for a predetermined period as specified in solicitation.
5. **RENEWAL OPTIONS:** In the case of annual estimated requirements contract, if a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both the Town of Addison and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
6. **PAYMENT TERMS:** Payment terms are NET 30 unless otherwise specified on purchase order.
7. **INVOICES:** Invoices may be submitted by the Contractor to the Town of Addison Service Center 16801 Westgrove Drive Addison, Texas 75001, or may be submitted electronically to [pweir@addisontx.gov](mailto:pweir@addisontx.gov).
8. **TAXES:** The Town of Addison is exempt from Federal Excise and State Sales taxes. TAX MUST NOT BE INCLUDED ON INVOICE. Tax exemption certificates will be executed by the Town and furnished upon request.
9. **DELIVERY PROMISE - PENALTIES:** Consistent failure of a Contractor to meet delivery promises without valid reason may cause cancellation of contract and removal from the vendors' list. When delivery delay can be foreseen, the Contractor shall give prior notice to the I.D.S. - Street Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must always keep the Stormwater Department advised as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Street Department to purchase goods elsewhere and charge any increase in cost and handling to the defaulting contractor. Every effort will be made by the Street Department to locate the goods at the same or better price as that originally contracted.
10. **PACKAGING:** Unless otherwise indicated, items provided by Contractor will be shipped new, unused, in first class condition, and in containers suitable for damage-free shipment and storage.
11. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the Town of Addison until the Town receives and takes possession of the goods at the point(s) of delivery.
12. **PLACE OF DELIVERY:** The place of delivery shall be that set forth in the purchase order. The terms of the agreement are "no arrival, no sale".
13. **DELIVERY TIMES:** Deliveries of goods will be accepted only during normal working hours, i.e., 8:00 a.m. - 5:00 p.m. Monday - Friday
14. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the Town harmless from any claim involving patent right infringement or copyrights on goods supplied.
15. **FUNDING:** The Town of Addison is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the Town reserves the right to terminate, without liability to the Town, any contract for which funding is not available.
16. **ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this contract in whole or in part without the prior written consent of the Purchasing Department.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Town of Addison.
18. **CONTRACTOR SHALL** indemnify the Town of Addison, its officers, agents, contractors and employees (collectively referred to herein as the Town) in accordance with the terms of indemnification set forth in the applicable bid specifications or when not set forth in the bid specifications, the contractor is required to and shall to the fullest extent allowed by Texas law, defend, indemnify and save harmless the Town of Addison, Texas, its officers, agents, contractors and employees (collectively referred to herein as the Town) from all suits, actions, or other claims of any nature, name and description brought forth or on account of any claims, injuries or damages, actual or alleged, as a result of the execution or performance of contractor, its agents, employees, subcontractors, or suppliers under this purchase order contract or any future contract which may result from this bid award, except when caused by the negligence or willful actions of the Town. Contractor shall pay any judgment with cost which may be obtained against the Town arising from or growing out of such injury or damages.
19. **TERMINATION FOR DEFAULT:** The Town of Addison reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default on this contract. The Town reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in

accordance with specifications. Breach of contract of default authorizes the Town to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

20. **FORCE MAJEURE:** If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any Civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
21. **REMEDIES:** The Contractor and the Town of Addison agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
22. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.
23. **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** No officer or employee of the Town shall have financial interest, direct or indirect, in any contract with the Town, or be financially interested, directly or indirectly, in the sale to the Town of any land, materials; supplies or services, except on behalf of the Town and any officer or employee guilty thereof shall there by forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the City Manager or City Council.

# **Solicitation 20-220**

## **Street Sweeping Services**

### **Bid Designation: Public**



**Town of Addison**

## Bid 20-220 Street Sweeping Services

Bid Number	20-220
Bid Title	Street Sweeping Services
Bid Start Date	Sep 14, 2020 10:51:37 AM CDT
Bid End Date	Oct 1, 2020 2:00:00 PM CDT
Question & Answer End Date	Sep 24, 2020 2:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Griffin Accounting Specialist Finance
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	90 days
Bid Comments	<b>*NO FAX OR EMAIL SUBMITTALS ACCEPTED.</b>

### Item Response Form

Item	20-220--01-01 - Section "A" Per Year Total
Quantity	1 lump sum
Unit Price	<input type="text" value="\$51,595.54"/>
Delivery Location	Town of Addison <u>No Location Specified</u>
	Qty 1
<b>Description</b>	
Per TOA Spec.	

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Item	20-220--01-02 - Section "B" Per Year Total
Quantity	1 lump sum
Unit Price	<input type="text" value="\$8,094.24"/>
Delivery Location	Town of Addison <u>No Location Specified</u>

Qty 1

**Description**  
Per TOA Spec.

Item **20-220--01-03- Section "C" Per Year Total**

Quantity **1 lump sum**

Unit Price

Delivery Location **Town of Addison**  
No Location Specified

Qty 1

**Description**  
Per TOA Spec.

Item **20-220--01-04- Section "D" Per Year Total**

Quantity **1 lump sum**

Unit Price

Delivery Location **Town of Addison**  
No Location Specified

Qty 1

**Description**  
Per TOA Spec.

Item **20-220--01-05- Street Sweeper with Operator**

Quantity **1 hour**

Unit Price

Delivery Location **Town of Addison**  
No Location Specified

Qty 1

**Description**  
Per TOA Spec.

Item **20-220--01-06- Street Flusher with Operator**

Quantity **1 hour**

Unit Price

Delivery Location **Town of Addison**  
No Location Specified

Qty 1

**Description**  
Per TOA Spec.

Item **20-220--01-07- Pickup Truck with Laborer**

Quantity **1 hour**  
Unit Price   
Delivery Location **Town of Addison**  
No Location Specified

Qty 1

**Description**  
Per TOA Spec.

## **ESTIMATED ANNUAL REQUIREMENTS CONTRACTS**

The Town of Addison is accepting bids to establish a fixed price annual requirement contract for: Street Sweeping Services, as specified in this solicitation.

The contract period will be effective for twelve months from the date of award.

The contract shall contain an option to extend the term of the agreement for four (4) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties, will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

The Town intends to award this contract to one contractor. The award will not be split.

The quantities specified are estimates only of our projected annual requirements. The award of an estimated annual requirements contract allows the Town to use the items and services as the requirements and needs of the Town arise on an annual basis and during any subsequent renewal period(s). Quantities may be increased beyond the estimated quantities listed in this bid, as necessary, provided funding is available. Quantities may be decreased below the estimated quantities listed in this bid, as necessary, if funding is not available or if items and services are no longer needed. The Town is not obligated to pay for or use a minimum or maximum amount of items or services and payment will be made pursuant to the unit prices bid in the contract. The Contractor shall have no claim against the Town for anticipated profits for the estimated quantities listed, diminished, or deleted.

**PRICE ADJUSTMENT CLAUSE**  
**FOR ANNUAL CONTRACTS**

- A. The unit prices of all items purchased under an estimated annual requirements contract is firm for the first annual period of this contract. However, if the option to renew for additional one• year period(s) is exercised by the Town of Addison, a price adjustment upward (or downward) may be requested by the Contractor by the application of the formula set forth in (B) below. The index is to be used in the computation of the price adjustment shall be the "All Items Index" under the "U.S. City Average" category as quoted in the publication Consumer Price Index for the Dallas-Fort Worth Consolidated Metropolitan Statistical Area, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.
- B. The index published for the month of **August 2020** shall be used as a base for determining price adjustment(s). The index for the month of **August 2021** for each subsequent renewal period shall be used in determining the adjusted contract price(s) for the ensuing contract period (s), should renewal option(s) be exercised, and unit price adjustments be requested. Contract price adjustment shall be determined as follows: Unit Price X% change (the point difference between the base index and the subsequent specified index is divided by the beginning index points and multiplied by 100) if the index equals the amount of price change. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve months between price adjustments for contracts having multiple renewal options.
- C. The Contractor shall submit a written request for price adjustment and such request shall include the new unit price(s) and the basis for the determination.
- D. The aggregate of the increase in any contract unit price shall not exceed 25% of the original unit price.
- E. Upon approval by the Town of Addison, the new unit prices will then be firm for the term of the optional additional contract period(s) or until subsequent price adjustments are approved by the Town of Addison.

TOWN OF ADDISON CONTRACTOR  
INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION BY CONTRACTOR.

GENERAL TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE TOWN, ITS PARTNERS, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "TOWN INDEMNITEES") FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, COST AND EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS, INCURRED BY TOWN AND/OR TOWN INDEMNITEES TO THE EXTENT THEY ARE:

(1) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY CONTRACTOR OR ANY OF ITS CONSULTANTS, SUBCONTRACTORS, OR ANY OF THEIR AGENTS AND EMPLOYEES, AS TO THE PERFORMANCE OF THE AGREEMENT;

(2) THE RESULT OF ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONTRACTOR'S STANDARD OF CARE, BY THE CONTRACTOR, A CONSULTANT, A SUB-CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE; OR

(3) OTHERWISE ARISING OUT OF OR RESULTING FROM NEGLIGENT PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT OR THE BREACH BY THE CONTRACTOR OF THE AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM.

INDEMNIFICATION FOR EMPLOYEE INJURY CLAIMS. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS TOWN AND/OR TOWN INDEMNITEES FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY TOWN AND/OR TOWN INDEMNITEES IN CONNECTION WITH ANY ACTION AGAINST TOWN AND/OR TOWN INDEMNITEES FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTOR'S CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF TOWN OR TOWN INDEMNITEES.

With regard to claims against any party seeking indemnity under this Article which are made by an employee of the Contractor, a Consultant, a sub-contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation assumed under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any other employer under worker's compensation acts, disability benefit acts or other similar employee benefit acts.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under INDEMNIFICATION BY CONTRACTOR or the Additional Insured requirements under the INSURANCE section (on following page), such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision or any part of any provision of this Contractor Agreement be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, Section and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

The obligations contained in this INDEMNIFICATION BY CONTRACTOR shall survive the expiration, completion, abandonment and/or termination of the Agreement and final completion of the Work and any other services to be provided pursuant to this Agreement.

### **INSURANCE REQUIREMENTS**

Commercial General Liability covering bodily injury and property damage (including the property of the Town Indemnities) with minimum limits on a per project basis of One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate (PER PROJECT). This policy shall be primary to any policy or policies carried by or available to the Town Parties and shall include products/completed operations coverage with a minimum aggregate limit of Two Million Dollars (\$2,000,000) and Personal & Advertising Injury coverage with a minimum occurrence limit of One Million Dollars (\$1,000,000).

Workers' Compensation/Employer's Liability Insurance in full accordance with the statutory requirements of the state or states where the Work is to be performed and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of \$500,000/\$500,000/\$500,000. Worker's comp coverage policy shall contain an **Alternate Employer Endorsement and such endorsement shall be provided to the Town.**

Automobile Liability Insurance covering all operations of Contractor pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

**Excess Liability Insurance.** Contractor shall maintain excess liability insurance with a limit of not less than \$2,000,000. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Town and shall be provided on a "following form basis". Contractor waives all rights against Town, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the umbrella liability insurance obtained by Town pursuant to this Paragraph. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**Waiver of Subrogation Rights.** The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the Town and/or Town indemnitees.

**Additional Insured Status.** With the exception of Worker's Compensation Insurance, all insurance required pursuant to this Agreement shall include the Town and Town indemnitees as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to Town and Town indemnitees under Texas law. The Additional Insured status for the Town and Town indemnitees must remain in force and effect for 24 months following completion of the project.

**Carriers; Certificates.** All policies required to be obtained by Contractor pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to Town and lawfully authorized to issue insurance of the types and amounts required by this Agreement. Certificates of Insurance for each policy in a form satisfactory to Town shall be delivered to Town on or before execution of this Agreement. It is further agreed that copies of any or all policies will be provided to the Town should they request them. All policies will provide 30-day Notice of Cancellation or material change endorsed specifically in favor of the Town.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and
- C. No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**BID CERTIFICATION**

The undersigned hereby certifies that he has read, understands and agrees that acceptance by the Town of Addison of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

**NAME OF COMPANY**

Sweeping Services of Texas - Operating, LP

Authorized Signature:

*Ronnie Kendrick*

Address: 9000 Trinity Blvd.

City and State: Hurst Texas ZIP: 76053

Phone Number(s): (817) 268-4100

Date: 09/29/2020

**OUT OF STATE CERTIFICATION**

As defined by Section 2252.001 of the Texas Government Code, a "nonresident bidder/proposer" means a bidder/proposer whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(  ) I certify that my company is a "Resident Bidder/Proposer":

Sweeping Services of Texas - Operating, LP

Company Name

(  ) I certify that my company qualifies as a "Non-Resident Bidder/Proposer"

(Note: You must furnish the following information)

Indicate the following information for your "Resident State" (the state in which your principal place of business is located):

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

A. Does your "resident state" require proposers whose principal place of business is in Texas to underprice proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

(  ) Yes

(  ) No

B. What is the prescribed amount or percentage?

\$ \_\_\_\_\_ or \_\_\_\_\_ %

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Sweeping Services of Texas - Operating, LP

Company Name

Ronnie Kendrick

Signature of Authorized Company Official

09/29/2020

Date

**VENDOR SUPPLEMENTAL INFORMATION**

Name of Company: Sweeping Services of Texas - Operating, LP

Indicate the State by which your business is governed: Texas

SoleProprietorship	Yes_____	No <u>X</u> _____
General Partnership	Yes_____	No <u>X</u> _____
Limited Partnership	Yes <u>X</u> _____	No _____
Corporation	Yes_____	No <u>X</u> _____

Other: \_\_\_\_\_

Year the company was established and former names of the company, if applicable.

2004  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all the partners for the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

Sweeping Services of Texas – Operating, LP      Formed in State of Texas  
9000 Trinity Blvd Hurst, TX 76053      Tarrant County

General Partner: SST-OP GP, LLC      Limited Partner: Waste Partners Environmental, Inc.

**Vendor Supplemental Information continued**

In the case of a **limited partnership** (foreign or domestic), is it registered with the Secretary of the State of the State of Texas and authorized to do business in this State?

Yes  No

In the case of a **limited partnership** (foreign or domestic), is its general partner(s) registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes  No

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers of the corporation:

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In the case of a **corporation** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes  No

If the company is a **limited liability company**, please list the exact name of the limited liability company, whether it is a limited liability company formed under the laws of the State of Texas or another state, the business address for the limited liability company, including the state and county, and list the names of all the members/managers for the limited liability company:

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In the case of a **limited liability company** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes  No

In the case of a **limited liability company** (foreign or domestic), is its member(s)/manager(s) (if not an individual) registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes  No

If the company is **another entity** not listed above, please lists the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and lists the names of all of the persons authorized to act on the company's behalf:

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**Town OF ADDISON, TEXAS  
BID #XX-XX SPECIFICATIONS  
FOR STREET SWEEPING SERVICES**

**I. SPECIFICATION INTENT**

The Public Works Department (Hereinafter called "Department") desires to obtain the services of a private company (hereinafter called "Contractor") for the cleaning and sweeping of certain streets and medians within the Town of Addison, Texas (hereinafter called "Town")

The specifications contained herein are designed to establish an effective, efficient and safe system of street cleaning.

**II. PRE-BID CONFERENCE AND SITE VISIT**

No Pre-bid meeting is scheduled.

**III. CLARIFICATION OF REQUIREMENTS**

All requests for additional information or clarification concerning this request for bid must be submitted, in writing, no later than **2:00 p.m. CST September 24, 2020**. All questions must be submitted through the Bidsync system and answers will be posted on Bidsync.com for all prospective bidder's review.

**IV. OUTLINE FOR SUBMITTAL OF BID**

A. If paper bids are submitted, each firm shall submit (1) original copy & (1) digital copy of their bid, including all supporting documentation. If bids are submitted electronically, the bidder shall make sure all required supporting documentation is uploaded into the Bidsync.com system. Failure to provide requested information in this request for bid may result in disqualification from consideration. Bids shall be accepted prior to **2:00 p.m. October 1, 2020**. No late bids will be accepted. Bids must clearly show the **Bid 20 - 2 20** on the face of the envelope and be delivered to:

Purchasing Manager  
The Town of Addison  
Town of Addison Finance Building  
5350 Belt Line Road, Dallas, TX 75254  
Phone: (972) 450-7091

- B. The following documents must be included with this bid:
1. Signed Invitation to Bid document signed by a company representative authorized to contract for the company.
  2. References (5)
  3. Information and/or documents requested in VIII - Questionnaire
  4. All forms requested and included in this bid request.

## V. TERM OF CONTRACT

The initial contract shall be for a one (1) year period. The Town shall have the option to extend the term of the contract for four (4) additional one-year periods, if agreeable to both parties.

## VI. CANCELLATION

The successful bidder will be awarded a contract on an exclusive basis. The Town has the option to terminate the contract at any time if the successful bidder does not perform the contract to the Town's satisfaction or if funding is no longer available for the service. Thereafter, either party may terminate the contract by giving the other party thirty (30) days prior written notice.

## VII. BEST VALUE BID EVALUATION PROCEDURES

- A. The Town shall award a contract to the responsible bidder providing the best value. **This is NOT a low bid solicitation based on price alone.** All bidders must provide documentation and information requested in this solicitation in order to determine the best value outlined in "B" below.
- B. Pursuant to the Texas Local Government Code, § 252.043, Award of Contract, "Best Value" will be determined by considering:
1. Price (50%).
  2. The experience and qualifications of the bidder and bidder's personnel to provide the goods and services outlined in this bid (25%).
  3. Information and comments received from References (10%).
  4. The extent to which the goods or services of the bidder meet the Town's needs and the bidder's ability to meet the criteria specifically listed in this request for bid (15%).
- C. Rejection and Waiver Rights: The Town reserves the right to reject any and all bids, to waive minor irregularities, formalities, or requirements, as necessary, when it is in the best interest of the Town to determine the best value.

## VIII. QUESTIONNAIRE

Each bidder shall give written responses to the following questions in their bid response.

- A. Name of a person who is authorized to answer questions regarding the firm's proposal.
- B. Year the firm was established and former names of the firm, if applicable.
- C. Name of principals and key personnel in the firm along with a brief biography of each highlighting their experience in providing systems similar in scope to this project.
- D. Supply the name of the person who will serve as the primary contact and/or supervisor of this job along with a brief biography of his/her experience in providing systems similar in scope to this project.
- E. List any certifications or licenses held by the firm's principals or employees related \_\_\_\_\_.
- F. Provide a summary of the firm's capabilities to provide all services requested in this solicitation.
- G. List a minimum of five (5) large scale events your firm has completed within the past three years. The event referenced should include all services specified in this bid. State event name/venue, date, contact person, and phone number and/or email address of the primary contact. The "WORK HISTORY REFERENCE" form provided in this solicitation may be used for this purpose. The references will be checked by Town staff.
- H. List any additional experience that would make the firm uniquely qualified for this project.
- I. Provide a listing of all personnel who will be assigned to this account and an overview of their qualifications and professional training, including but not limited to, their years of business with your company, their years of business in the industry, and any special certifications or recognitions.
- J. The successful bidder will be required to execute a written contract prepared and approved by the Town Attorney. Any sample vendor contracts may be included with the bid for review by our Town Attorney prior to award of the bid.
- K. **All bidders shall be able to provide a certificate of insurance, upon award of a contract, in the coverage's and limits outlined elsewhere in these specifications. If a bidder cannot provide the insurance as requested in this bid, they should not submit a response as this is a major requirement in the award of a contract. Please indicate if bidder can provide insurance as required in these specifications.**

**VIII. Questionnaire -Town of Addison, Texas: Bid 20-220 Street Sweeping Services**

A. RonnieKendrix

B. 2004

C. Ian Hall; President - Admin and company director. | Ronnie Kendrix; General Manager - Operation and general contractual director. Mike Tinnell; Supervisor - operational and shift overseer.

D. Ronnie Kendrix; G.M. - 25+ years experience in street sweeping services, directing, overseeing and executing numerous municipal and state road sweeping contracts.

E. N/A

F. We are established for this particular type service, owning 100+ related equipment items between 3 locations in Texas, and having successfully completed hundreds of state and municipal street sweeping contracts. We are proud of our Safety First Culture and sweeping expertise.

G. \*See page 27.

H. We have held the Town of Addison contract in past, from 2010 - 2015.

I. Mike Tinnell; Supervisor - 15+ years experience in same service. Current night shift supervisor to oversee primary schedule of this contract. Charlie Littrell; Sweeper Operator - 15+ years experience in same service. Prior knowledge of the Town of Addison contract performance. Freddie Talley; Lead Man - 15+ years experience in same service. Current day shift Lead with prior knowledge of the Town of Addison contract performance. All street sweeper operators employed by Sweeping Services of Texas are Texas Class "B" or "A" CDL holders, extensively trained in the equipment assigned, routine scheduled safety training ongoing, and subject to random drug screening as regulated.

J. Numerous/various municipality contracts currently held by company.

K. Yes, we can provide insurance as required and specified.

**IX. GENERAL**

- A. Applicable provisions of the following shall be incorporated into the specifications for this project.
1. The Texas Manual on Uniform Traffic Control Devices.
  2. The Texas State Highway Standard Specifications.
  3. Regulations of the Public Works & Engineering Services Department, Town of Addison.
  4. Other federal, state and municipal acts, statutes, rulings, ordinances, decisions and regulations affecting safety and/or street sweeping work.
  5. All subsequent revisions and supplements to the above documents.
- B. The importance the Department attaches to safety and the conduct of safe operations cannot be overemphasized. The Department reserves the right, at its discretion, to disallow payment to the Contractor for any work performed where the proper safety precautions are not being observed.
- C. All equipment used in sweeping operations shall be equipped in accordance with existing state law, and shall be equipped with a flashing light with the following characteristics:
1. Visible for a minimum of one (1) mile.
  2. Flash sixty (60) to ninety (90) times per minute.
  3. Mounted for three hundred sixty (360) degree visibility.
  4. Equipped with an amber lens.
- D. The safety of the public and the convenience of traffic shall be of prime importance. Unless otherwise provided in these specifications, all portions of all streets shall always be kept open to traffic throughout sweeping operations.
- E. Provisions for directing traffic will not be paid for by the Town but shall be considered as subsidiary work to the various bid items for street cleaning and sweeping services.
- F. The Contractor's equipment and personnel shall always move in the same direction as traffic during all cleaning and sweeping operations.

**X. BONDING REQUIREMENTS**

- A. The successful Contractor shall be required to furnish a Performance Bond acceptable to the Town in an amount of \$50,000.00 for cleaning and sweeping services for the first year of the Contract. The Contractor shall have ten (10) days following notification of contract award from the Town to provide such a bond.

A Performance Bond shall also be required for each subsequent year of the Contract and shall be presented to the Town by the Contractor not later than Sixty (60) days prior to the anniversary date of the Contract. The Performance Bond amount required for each subsequent year of the Contract shall be \$50,000.00 cleaning and sweeping services for that year.

Performance Bonds provided to the Town by the Contractor shall guarantee the performance of the Contractor under the terms and conditions of these specifications and the Contract for services between the parties.

## **XI. CONTRACT TERM**

- A. The Contract begin on or about November 1, 2020 or date of Town Council award, if subsequent thereto.
- B. The term of the Contract shall be for a period of one (1) year with four (4) one (1) year renewal options, if agreeable to both contracting parties.
- C. The contract shall be awarded to the bidder who provides goods or services at the best value to the Town based on the criteria listed in Section VII.B.

## **XII. QUALIFICATIONS OF CONTRACTORS**

- A. Contractors submitting bids certify to the Department that they possess all of the necessary work experience, equipment, facilities and personnel to fulfill their terms of the Contract at the time of bid submission, or that they will have the necessary equipment and personnel and be ready to proceed on the starting date for Period 1 as outlined in Section IV.A. herein.
- B. The Department attaches great importance to the ability of the contractor to complete the work as specified. This concern does not demonstrate a lack of trust or confidence in the Contractor, but rather an acknowledgment of the Department's obligation to the citizens of the Town. In order that this obligation be fulfilled, the requirements listed in Sections V.C. and V.D. herein must be met.
- C. Contractors who submit a bid must also submit a completed Contractors Information Report, included herein as Exhibit A. This report must demonstrate the following:
  - 1. Satisfactory evidence that the Contractor has operated or is operating a municipal street cleaning system of the types and to the extent as outlined in the specifications and that the Contractor has successfully conducted such an operation for a period of not less than three (3) years within the last five (5) years.

2. Satisfactory evidence that the Contractor owns, or has made arrangements to acquire, all the necessary equipment as specified herein, with certification that such equipment is not obligated for other contractual obligations within the scope of the Contractor's prior existing operations.
  3. Satisfactory evidence that the Contractor has adequate financial resources, experienced personnel, proper facilities and an adequate work plan to complete the work as specified.
- D. Contractors who bid must submit Sequence of Work Schedules (hereinafter called "Route Lists") for all scheduled street cleaning. These required Route Lists must provide the following information:
1. A list of the Contractor's proposed cleaning routes for one complete cycle of cleaning, with identification of all streets on each route in sequence.
- E. Failure to provide either a completed Contractors Information Report or Sequence of Work Schedules (Route Lists) with a bid will disqualify any such bid as non-responsive, and therefore such bid will not be considered.
- F. The evaluation of bids and the determination of conformity and acceptability shall be the sole responsibility of the Department. Such determination shall be based upon the information furnished by the Contractor with his (its) bid, as well as other information as may be reasonably available to the Department.
- G. The Town reserves the right to reject all bids, and to award a contract based upon the specifications to the lowest, best or most responsive Contractor.

### **XIII. VERIFICATION OF WORK**

- A. It shall be the responsibility of the Assistant Director for Public Works & Engineering Services (hereinafter called "Manager") to guarantee the execution of the Contract in accordance with the terms and conditions of these specifications. To this end, he (she) may designate who shall be responsible for the inspection and monitoring of the work performed under the Contract.
- B. With submission of a bid for the Contract, each bidder shall submit Route Lists for all scheduled cleaning routes. The Routes Lists will be reviewed for accuracy and efficiency by the Superintendent and/or his (her) designated representatives prior to award of the Contract.

Within ten (10) days following the approval of the Route Lists and an award of the Contract, the successful Contractor shall meet with the Manager and his (her) representatives to review the Contract and make any necessary changes to the Contractor's Route Lists and/or Contractor's Work Plan.

Prior to commencing the sweeping and cleaning work all Route Lists shall be updated by the Contractor, and thereafter shall become the basis for:

1. Contractor's cleaning routes
2. The Department's inspection of cleaning,
3. The invoicing of cleaning cycles completed, and
4. Payment by the Town for services rendered.

Any subsequent changes or revisions to Route Lists throughout the duration of the Contract must have the prior written consent of the Superintendent, or designated representative.

- C. The Stormwater Division of the Department will monitor the Contractor's performance daily. All streets cleaned by the Contractor must present an appearance which is completely satisfactory to the monitoring inspector, and within the cleanliness guidelines of the Department.

Any deficiency in the Contractor's performance shall be reported in writing or verbally to the Contractor within twelve (12) hours after completion of work, and all such deficiencies shall be corrected by the Contractor no later than twenty-four (24) hours following receipt of such notice.

The monitoring inspector shall maintain a daily log of the Contractor's completed work and will verify completion of the Contractor's work with the Contractor once per week.

- D. In the event a street rehabilitation or improvement project is under construction or will be under construction where street cleaning is scheduled, that portion of the cleaning cycle will be deleted from the appropriate Route List at the direction of the Manager or his (her) representative. Each of the sections of streets deleted shall be re-entered at the first scheduled cleaning cycle following completion of the rehabilitation.

Prior to re-entering any such street section into the cycle, a field inspection shall be made by the Department Inspector and the Contractor's representative to determine what, if any, street cleaning will be required by others, including the rehabilitation contractor. In no event will the Contractor be allowed additional compensation by the Department for the initial cleaning of a re-entered street section following rehabilitation or construction.

- E. In addition to the stated procedure for verification of work performed as described herein, the Contractor shall lend whatever necessary assistance the Department may request with respect to verification of work performed.

#### **XIV. FAILURE TO COMPLETE WORK**

- A. It is essential to complete all cleaning cycles within the time limits specified. Failure to complete cleaning of less than ninety percent (90%) of the total scheduled curb miles during any cleaning cycle shall result in a penalty of \$25.00 per curb mile for each curb mile not cleaned. Such penalty shall be deducted by the Town from the amount due the Contractor for the period of cleaning during which the deficiency occurs.
- B. If the work done under this Contract is abandoned by the Contractor, or if the Contract is assigned without the written consent of the Town; or if the Contractor is adjudged bankrupt; or if a general assignment of the Contractor's assets is made for the benefit of his (its) creditors; or if a receiver is appointed for the Contractor or any of his (its) property; or if the work required under this Contract is being unnecessarily delayed; or if

the Contractor is violating any of the material conditions of the Contract, or is executing same in bad faith or otherwise not in accordance with the terms of said Contract; then, in event any of the foregoing occurs, the Town may serve written notice upon the Contractor and his (its) surety of the Town's intention to terminate the Contract.

Unless within ten (10) days after the serving of such notice a satisfactory arrangement is made for continuance, the Contractor shall be deemed in default and the Contract shall be automatically terminated. In this event, the Town may take over and prosecute the work to completion, by Contract or otherwise. If at fault, the Contractor and his (its) surety shall be liable to the Town for all damages, as well as excess cost sustained by the Town, by reason of prosecution and completion of the required work by the Town. Time is of the essence as to any action performed by the Contractor to correct the conditions as set forth herein.

It is agreed that in the event the Contractor is adjudged bankrupt, or a receiver is appointed, or a general assignment for the benefit of the Contractor's creditors is made, or the Contractor is proven insolvent or fails in business, this Contract shall not be an asset of the Contractor.

**XV. OFFICIAL NOTIFICATION CONTACTS**

- A. By his acceptance of the Contract, the successful Contractor shall warrant that he (it) is familiar with and understands all provisions of the job specifications that are contained herein, and that the contractor shall comply with them.
- B. A Failure by the Contractor to adhere to any specification or general provision of this Contract shall be deemed a material breach.
- C. All dealings, contacts, etc. between the Contractor and the Town shall be directed by the Contractor to:

Todd Weinheimer, Assistant Director for Public Works & Engineering Services  
 Public Works and Engineering Services Department  
 16801 Westgrove Drive  
 Addison, Texas 75001  
 (972) 450-2879

- D. All dealings, contacts, etc. between the Town and the Contractor shall be directed by the Town to:

Name/Title: Ronnie Kendrix; General Manager

Department: Operations

Address: 9000 Trinity Blvd.

City/State: Hurst, Texas 76053

Telephone: (817) 268-4100

**XVI. WORK REQUIREMENTS**

- A. The Contractor shall clean all streets and medians located in the Town as designated on the Bid Schedule.
- B. The cleaning operation shall include, but is not limited to, all sweeping and dumping. The cleaning operation does not include the removal of waste materials in catch basins of storm sewers. The paved horizontal surfaces and perpendicular ends of all raised median tops are to be cleaned, as needed, by the town crews prior to scheduled sweeping.
- C. The Contract begins on agreed upon schedule as set by the Streets and Facilities Manager. All streets listed will be swept as per schedule, set by the Town included with this bid.
- D. The Department may require unscheduled sweeping service a result of accidents, citizen requests, special events, leaf collection, ice events, etc. The Contractor shall comply with all such request. Payment for such unscheduled sweeping service shall be for the time worked at an hourly rate stipulated in the bid for services, plus one (1) hour travel time as payment for travel to and from the point of operation. In no event shall the total payment for each such request be less than four (4) hours.
- E. After a period of ice and or snow the contractor will be responsible for the prompt removal within 24 hours of notification of the sand and or other materials used on the roads. The contractor will be contacted by the contract administrator to schedule the removal of said materials. After the contractor is contacted, they will be required to start the removal process and continue until the job is completed and in a timely manner. The contractor shall continue the clean-up until they have met the Town representative's approval. The sand removal shall include but not be limited to all major intersections, streets with posted stop signs and sanded bridges as well as any sand that is found on their regular route. The contractor will remove all sand leading into and away from sanded areas. The sand removal will include all lanes of traffic, and the entire intersection. The clean-up will also entail the contractor sweeping around all traffic buttons and around any traffic islands as well as any buttoned off areas on the streets.  
  
The sand removal will follow a route designated by the contract administrator. These operations will be charged to the Town at an hourly rate. The contractor will notify the Town representative with a list of all work completed and list them on the bottom of the daily fax sheet or email. The contractor will bill the sand clean-up operations separate from the regularly scheduled sweeping. The payment for the sand removal will be paid ONLY after the complete clean-up is done.
- F. Any new or additional scheduled work to be done, will be done on a curb mile price (line item rate)
- G. We have asked that the contractor give us a line item price for curb mile for additional or new work that we may need to have done. If we schedule the work, we will be charged the curb mile price. If we call in an emergency or an As Soon As Possible job, we will be charged the hourly prices.

**XVII. METHOD OF OPERATIONS**

- A. All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.
1. The Contractor shall provide his (its) own equipment, labor, fuel, safety equipment and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence, competence and supervision of his (its) employees.
  2. The Contractor is required to have an experienced and competent supervisor/foreman with each work group at all times. The supervisor/foreman referred to herein may be a working foreman operating a street sweeper.
  3. The Contractor shall perform all hand work required to effectuate an efficient cleaning operation. The Town shall have the right to identify for the Contractor those areas where hand work should be performed.
  4. There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the Department.
- B. For this Contract, the National Weather Service (NWS) shall be the weather forecasting and reporting agency. Forecasts by the NWS shall be deemed to extend only twelve (12) hours into the future.
1. No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous, including, but not limited to, heavy rains, ice and sleet.
  2. The Contractor may suspend operations if conditions are such that cleaning operations cannot be carried out in an effective manner. If suspension occurs, the Contractor shall immediately notify the Manager, or the Town of Addison Service Center.
  3. The Manager, or his (her) representative, shall at his (her) discretion have the right to order the suspension of any cleaning operation whenever, in his (her) judgment, any present or impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.
- C. Removal and disposal of debris collected during the cleaning operation shall be the responsibility of the Contractor.
- The Contractor shall comply with all applicable state and local laws and ordinances related to the hauling, handling and disposal of such material.
- D. Water for the Contractor's sweeping equipment shall be provided by the Department. The reporting of water usage shall be outlined in XII.C. herein, and the Contractor shall make whatever arrangements are necessary for the use of hydrants throughout the Contract.

**XVIII. EQUIPMENT AND FACILITY**

- A. The equipment used for street cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the work specified.
- B. Minimum equipment for the Contract shall be the following:
1. Six (6) street sweepers
  2. Dump Trucks - Depending upon the type of sweepers used, the Contractor may require the use of one or more dump trucks. It is the Contractor's responsibility to provide these vehicles in the event his (its) cleaning equipment requires same.
  3. Adequate Support Equipment - Including debris transfer vehicles, pick-up trucks, service trucks, tire trucks and any other item of equipment necessary to provide cleaning services as described in these specifications.
- C. Sweepers used in the cleaning operation may be brush/vacuum, mechanical or regenerative air, or may be a combination of types. The units required may be used, but no older than three (3) years, unless the equipment has been completely rebuilt within one (1) year prior to starting date of the contract.

All street sweepers used must have a minimum capacity of four (4) cubic yards and be equipped with an adequate water system for dust control. All street sweepers must have dual steering and dual brooms.

- D. All equipment, including support equipment, must be equipped with two-way communication designed for commercial use. (CB radios are not acceptable.)
- E. All equipment, including support equipment that will be used by the Contractor must be listed as part of the "Work Plan" in the Contractor's Information Report (Exhibit A). All such equipment is subject to the inspection and approval of the Department. Such approval may require an on-site demonstration of the capability of any proposed sweeping equipment prior to the award of the Contract.
- F. The service facility of the Contractor must be located within a reasonable distance from the site of the proposed work, or at a location satisfactory to the Department. The service facility must be adequate to ensure routine maintenance and the Contractor shall be required to maintain a sufficient supply of brooms and replacement parts to insure continuous cleaning operations.
- G. All vehicles used by the Contractor must be performance worthy by visual and operational inspection. Sweepers must be washed a minimum of once per week.

The Department shall have the option to perform a complete inspection of all vehicles used by the Contractor at any time throughout the term of the Contract. Should any vehicle, when inspected, and in the determination of the Department, not meet the standards that the Department feels necessary to complete the Contract or to operate safely; the Department may require that such a vehicle be brought to standard before being placed back in service.

- A. Payment for street cleaning shall be made by the Contract unit price per curb mile actually cleaned.
- B. Request for partial payment must be made monthly individually for each Section of streets shown on Bid Schedules. All invoices must show the number of curb miles of streets which were swept during the month and street name and direction of traffic flow.
- C. Invoices must be prepared in duplicate, forwarded to the Division Manager for approval and include the following:
  - 1. Cover invoice showing the curb miles cleaned with an extension in dollars at the quoted cost, together with the number of gallons of water used to accomplish such services.
  - 2. A copy of the Route Lists for the invoiced period showing the date each street was cleaned, the total mileage for the period and the initials, and/or signature of both the Contractor's representative and the Department Inspector.
- D. No payment shall be made for any other service, other than the number of curb miles cleaned at the quoted curb mile price, except:
  - 1. In the event the Department shall employ the Contractor at the hourly rate stipulated with his (its) bid, then the Contractor shall be paid upon completion of the work requested, after approval by the Department.
  - 2. Invoicing for such additional hourly work shall be made monthly in the same manner as directed in XII.C.

## **XX. DESIGNATED STREETS**

- A. For the purpose of this contract, curb mileage for streets to be cleaned are listed on the Bid Schedule. The Department makes no representation as to the reliability or accuracy of such figures.
- B. The Department expressly reserves the right to add or to delete from the listing of streets set forth on the Bid Schedule. The Contractor shall honor all such additions or deletions throughout the term of the Contract.
- C. Due to climatic conditions that occasionally exist in the Addison, Texas area, the sanding of roads and highways may be performed by the Town or others. It is not the intent of the Town via these specifications to require the contractor to clean up the sand at the curb mile prices bid herein.
- D. During times of inclement weather when sanding operations have been performed by the Town, clean-up of all sanded bridges and intersections (100 feet in all directions) along with normal sweeping.

## REFERENCES

Please list a minimum of five (5) references, other than the Town of Addison, who can verify your performance as a vendor. References shall be from customers for whom your firm has provided the same goods and/or services as those specified in this bid request. Inaccurate, obsolete, or negative responses from the listed references could result in the rejection of your submittal. References will be checked by the Town of Addison. Additional pages may be attached, if needed.

1. Event Name/Location: DFW Inc.  
Contact Person and Title: Matt Beard - Director of PIDS  
[matt@dfwi.org](mailto:matt@dfwi.org)  
Dates of Service: 10/01/2016 - Current  
Description of Service and/or Products Provided: Street Sweeping Services
2. Event Name/Location: City of Bedford  
Contact Person and Title: Jerry Laverty - Street & Drainage Superintendent, (817) 952-2231  
Dates of Service: 01/21/2019 - Current  
Description of Service and/or Products Provided: Street Sweeping Services
3. Event Name/Location: City of Mansfield  
Contact Person and Title: Howard Redfearn - Environmental Mgr. [howard.redfearn@mansfield-tx.gov](mailto:howard.redfearn@mansfield-tx.gov)  
Dates of Service: 11/01/2019 - Current  
Description of Service and/or Products Provided: Street Sweeping Services
4. Event Name/Location: City of Allen  
Contact Person and Title: Ronnie Bates - Superintendent of Streets and Drainage (214) 509-3131  
Dates of Service: 01/27/2017 - Current  
Description of Service and/or Products Provided: Street Sweeping Services
5. Event Name/Location: City of Arlington  
Contact Person and Title: Shea Sumner - Operations Supervisor of Stormwater Utilities  
[shea.sumner@arlingtontx.gov](mailto:shea.sumner@arlingtontx.gov)  
Dates of Service: 06/2020 - Current  
Description of Service and/or Products Provided: Street Sweeping Services

**EXHIBIT A  
CONTRACTOR'S INFORMATION REPORT**

The information provided herein is in conjunction with the bid for Street cleaning and sweeping services for the Town of Addison, Texas

Name of Bidder: Sweeping Services of Texas - Operating, LP

Address: 9000 Trinity Blvd.

City/State/ZIP: Hurst, Texas 76053

Contact Name: Ronnie Kendrix

Title: General Manager

Telephone No.: (817) 268-4100

Email Address: rkendrix@wastepartners.com

**A. EQUIPMENT AND FACILITIES**

1. Is your repair and yard facility at the above address? Yes \_\_\_\_\_

2. If NO, state the address of your yard facility. \_\_\_\_\_

3. Complete the following list of sweeping equipment you now own or lease. Indicate owned as (O) and Leased as (L).

Street Sweepers (Please list municipal types machines only)	Year/ Mfg./ Model	Cubic Yd Cap	Type: (O) or (L) (V) Vacuum (M) Mechanical (A) Reg. Air
<u>Elgin Crosswind</u>	<u>2006</u>	<u>6 cy</u>	<u>( O ) ( A )</u>
<u>Elgin Crosswind</u>	<u>2008</u>	<u>6 cy</u>	<u>(O)(A)</u>
<u>Elgin Eagle</u>	<u>2019</u>	<u>4 cy</u>	<u>(O) (M)</u>
<u>Elgin Eagle</u>	<u>2019</u>	<u>4 cy</u>	<u>(O) (M)</u>
<u>Elgin Eagle</u>	<u>2019</u>	<u>4 cy</u>	<u>(O) (M)</u>
<u>Elgin Eagle</u>	<u>2020</u>	<u>4 cy</u>	<u>(O) (M)</u>



**B. FINANCIAL INFORMATION**

1. Are current quarterly financial statements available?  
 Yes: X \_\_\_\_\_ No: \_\_\_\_\_
  
2. Is a certified public audit available for your company's proceeding fiscal year?  
 Yes: X <sup>✓</sup> \_\_\_\_\_ No: \_\_\_\_\_
  
3. Have you or any stockholder of your company ever filed bankruptcy?  
 Yes: \_\_\_\_\_ No: X \_\_\_\_\_
  
4. State the name, address and contact officer of your bank.

Rick Rodman @ CrossFirst Bank – 2021 McKinney Ave Ste 800 Dallas, TX 75201

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**C. MUNICIPAL AND STATE SWEEPING EXPERIENCE**

1. List all completed municipal and/or state sweeping contracts your company completed between January 1, 2014 and December 31, 2019.

**DATES OF SERVICE**

Contracting Entity	From	To	\$ Value of Contract	Date Completed
<u>City of Arlington</u>	<u>05/2018</u>	<u>05/2019</u>	<u>\$255k</u>	<u>05/2019</u>
<u>City of Azle</u>	<u>10/2018</u>	<u>09/2019</u>	<u>\$21k</u>	<u>09/2019</u>
<u>City of Bedford</u>	<u>01/2015</u>	<u>01/2016</u>	<u>\$43k</u>	<u>01/2016</u>
<u>City of Carrollton</u>	<u>05/2017</u>	<u>05/2019</u>	<u>\$237k</u>	<u>05/2019</u>
<u>City of Grand Prairie</u>	<u>05/2014</u>	<u>05/2019</u>	<u>\$300k</u>	<u>05/2019</u>
<u>City of Mansfield</u>	<u>12/2014</u>	<u>12/2019</u>	<u>\$112k</u>	<u>12/2019</u>
<u>City of Midland</u>	<u>03/2019</u>	<u>12/2019</u>	<u>\$120k</u>	<u>12/2019</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- 2. List all current municipal and/or state sweeping contracts your company is performing at present. If none, enter none.

**DATES OF SERVICE**

Contracting Entity	From	To	\$ Value of Contract	Date Completed
<u>City of Arlington</u>	<u>05/2020</u>	<u>current</u>	<u>\$255k</u>	<u>N/A</u>
<u>City of Bedford</u>	<u>01/2019</u>	<u>current</u>	<u>\$45k</u>	<u>N/A</u>
<u>City of Grand Prairie</u>	<u>06/2020</u>	<u>current</u>	<u>\$347k</u>	<u>N/A</u>
<u>City of Mansfield</u>	<u>11/2019</u>	<u>Current</u>	<u>\$125k</u>	<u>N/A</u>
<u>City of Richardson</u>	<u>12/2019</u>	<u>current</u>	<u>\$875k</u>	<u>N/A</u>

**D. MANAGEMENT PERSONNEL**

List the names and a brief description of the street sweeping experience of each of the management personnel of your company. Indicate which members of management will be directly involved with the management and supervision of the Contract.

Name/Description:

Mike Tinnell - Spvsr. - 15+ years experience. Current Spvsr. of numerous municipal & TXDOT contracts.  
Will be responsible party for operational shift functions of this contract.

Name/Description:

Marla Benites; Contract Administrator - 6 years experience. Contract admin. for numerous municipal & TXDOT contracts. Will be responsible party for billing and administrative functions.

Name/Description:

Ronnie Kendrix; General Manager - 25+ years experience. Will be direct report for other parties responsible for all aspects of this contract.

**E. CONTRACTOR'S WORK PLAN**

Describe in detail how your company would perform the sweeping work required by the specifications. Include a description of the function of all proposed equipment and personnel.

The sweeping would be done in accordance with the time parameters set by Town of Addison. Within these  
parameters, the section A street list - weekly schedule - to be swept beginning Sunday nights, after 7:00 PM to  
completion, or until 5:00 AM, then continuing the next consecutive night, same range of time. Section B street list  
- bi-weekly schedule, to be swept in conjunction with section A street list every other Monday night after 7:00 PM  
to completion, or until 5:00 AM, then continuing the next consecutive night, same range of time. Section C street  
list - to be done once a month in weekday daytime hours, between 9:00 AM to 4:00 PM, in consecutive days until  
completion. Section D street list - to be done every other month in weekday daytime hors, between 9:00 AM to  
4:00 PM, in consecutive days until completion.

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## DESIGNATED STREET SECTIONS

For the purpose of this Contract, curb mileage for streets to be cleaned are listed in this section. The Department makes no representation as to the reliability of such figures.

The Department expressly reserves the right to add to or delete from the listing of streets set forth in these specifications. The Contractor shall honor such additions or deletions.

In no event shall the number of curb miles for any Section of streets be increased or decreased by more than 20% of the total curb miles for that Section for the duration of the Contract.

The total mileage for each section of streets is as follows:

SECTION A Streets 52.36 Total lane miles.

SECTION B Streets 14.86 Total lane miles.

SECTION C Streets 40.73 Total lane miles.

SECTION D Streets 12.32\* Total lane miles.

\* Does **not** include parking lots

**SECTION A STREETS**

(52 Cycles per year)

<u>STREET NAME</u>	<u>CURB LANES</u>	<u>MEDIAN LANES</u>	<u>INSIDE LANES*</u>	<u>TOTAL LANES</u>
ADDISON RD.	2		2	4
**ARAPAHO RD.	2	2	or 2	4
BELT LINE RD.	2	2		4
VITRUVIAN WAY	2	2		4
DALLAS PKWY	2	2		4
INWOOD RD.	2		2	4
MARSH LANE	2	2		4
MIDWAY RD.	2	2		4
MONTFORT DR.	2	2		4
***SPRING VALLEY RD.	2	2		4

\*INSIDE LANES ARE ON FOUR LANE, NON-DIVIDED STREETS, WHERE THE TOWN DESIRES TO SWEEP ALL FOUR LANES.

\*\* ARAPAHO ROAD FROM DALLAS PARKWAY TO ADDISON ROAD HAS CURB AND MEDIAN LANES, FROM ADDISON ROAD TO MARSH LANE, CURB AND INSIDE LANES.

\*\*\*SPRING VALLEY FROM MIDWAY TO VITRUVIAN WAY THERE ARE CURB AND MEDIAN LANES. FROM VITRUVIAN WAY TO MARSH LANE THERE ARE CURB LANES ONLY.

**SECTION B STREETS**

(26 Cycles per year)

<u>STREET NAME</u>	<u>CURB LANES</u>	<u>MEDIAN LANES</u>	<u>INSIDE LANES*</u>	<u>TOTAL LANES</u>
Addison Circle	2	2		4
**BELTWAY DR.	2			2
KELLER SPRINGS RD.	2			2
LINDBERG DR.	2			2
QUORUM DR.	2	2		4
SPECTRUM DR.	2			2
WESTGROVE DR.	2			2

\* INSIDE LANES ARE ON FOUR LANE, NON-DIVIDED STREETS, WHERE THE TOWN DESIRES TO SWEEP ALL FOUR LANES.

\*\*BELTWAY FROM BELT LINE RD. TO FIRE STATION #2 (3950 BELTWAY) THERE ARE CURB LANES ONLY.

Town of Addison  
**SECTION C STREETS**  
 (12 Cycles per year)

<u>STREET NAME</u>	<u>CURB LANES</u>	<u>MEDIAN LANES</u>	<u>INSIDE LANES</u>	<u>TOTAL LANES</u>
AIRPORT PKWY.	2			2
**BELTWAY DR.	2	2		4
BROADWAY ST.	2			2
CELESTIAL RD.	2			2
CELESTIAL PL.	2			2
LAKE FOREST DR.	2			2
SIDNEY DR.	2			2
SOJOURN DR.	2			2
SURVEYOR BLVD. SOUTH OF BELT LINE	2			2
STANFORD CT.	2			2
WINNWOOD RD.	2			2
WOODWAY DR.	2			2
ADDISON PLACE SUBDIVISION	2			2
LES LACS SUBDIVISION & PROTON	2			2
MIDWAY MEADOWS SUBDIVISION	2			2
OAKS NORTH SUBDIVISION	2			2
BELLBROOK ESTATES SUBDIVISION	2			2
ADDISON CIRCLE STREETS	2			2
ASBURY CIRCLE DEVELOPMENT	2			2

\*\*BELTWAY FROM FIRE STATION #2 (3950 BELTWAY DR.) TO MARSH LANE THERE ARE CURB LANES AND MEDIAN LANES.

**SECTION D STREETS AND PARKING LOTS**

(6 Cycles per year)

<u>STREET NAME</u>	<u>CURB LANES</u>	<u>MEDIAN LANES</u>	<u>INSIDE LANES</u>	<u>TOTAL LANES</u>
EXCEL PARKWAY	2			2
BELLA LANE & PONTE AVE (Including Traffic Circle)	2			2
BILLY MITCHELL DR.	2			2
BUSINESS AVE.	2			2
CENTURION WAY	2			2
COMMERCIAL DR.	2			2
DOOLEY RD.	2			2
GLENN CURTISS	2			2
HOLLY STREET	2			2
KELLWAY CIR.	2			2
LANDMARK BLVD.	2	2	or 2	4
LANDMARK PLACE	2	2		4
LEDGEMONT LANE	2			2
MAGNOLIA STREET	2			2
OAK STREET	2			2
PONTE AVE.	2			2
RATLIFF LN.	2			2
RUNYON RD.	2			2
SUNBELT DR.	2			2
SURVEYOR BLVD. NORTH OF BELT LINE RD.	2			2
WILEY POST RD.	2			2
WRIGHT BROS. DR.	2			2
FINANCE BLDG.	PARKING LOT			
FIRE STATION #1	PARKING LOT			
FIRE STATION #2	PARKING LOT			
POLICE BLDG.	PARKING LOT			
SERVICE CENTER	PARKING LOT			
TOWN HALL	PARKING LOT			
CONFERENCE CENTER	PARKING LOT			

**Bid Form for Period One – Street Sweeping Annual Contract – Bid # XX-XX**

Company Name: Sweeping Services of Texas - Operating, LP

Mailing Address: 9000 Trinity Blvd., Hurst TX 76053

Phone Number: (817) 268-4100 Fax Number: (817) 268-4101

Print Contact Name: Ronnie Kendrix; General Manager

I have received, read and will abide by all pages of these specifications. I am a legal agent of the above-named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other things of value, either directly or indirectly, in award of this bid.

Authorized Signature	Print Name and Title	Date
<i>Ronnie Kendrix</i>	Ronnie Kendrix; General Manager	9/29/2020

5.1 SECTION A

52.36 lane/miles X 52 cycles = 2722.72 lane/miles

2722.72 lane/miles X \$ 18.95 per lane/mile = \$ 51,595.54 per yr.

5.2 SECTION B

14.86 lane/miles X 26 cycles = 386.36 lane/miles

386.36 lane/miles X \$ 20.95 per lane/mile = \$ 8,094.24 per yr.

5.3 SECTION C

40.73 lane/miles X 12 months = 488.76 lane/miles

488.76 lane/miles X \$ 23.28 per lane/mile = \$ 11,378.33 per yr.

5.4 SECTION D

12.32 lane/miles X 6 cycles = 73.92 lane/miles

73.92 lane/miles X \$ 24.94 per lane/mile = \$ 1,843.56 per yr.

7 parking lots X 6 cycles = 42 parking lots/yr.

42 parking lots/year X \$ 39.70 per lot = \$ 1,667.40 per yr.

TOTAL SCHEDULED SERVICE \$ 74,579.07 per yr.

HOURLY RATES

Street Sweeper with Operator \$ 175.00

Street Flusher with Operator \$ 175.00

Pickup truck with laborer \$ 75.00

**TOWN OF ADDISON TERMS AND CONDITIONS OF BIDDING FOR PAPER BIDS**  
**ONLY**

1. **LATE BIDS:** Bid packets received in the Finance Department after submission deadline will be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for the lateness of mail carrier, weather conditions, etc.
2. **ALTERING BIDS:** Bid prices cannot be altered or amended after the submission deadline. Any alternation, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
3. **PRESENTATION OF BIDS:** Complete bid packets must be presented to the Finance Department in a sealed envelope. The solicitation number and the name and address of the bidder must be written on the outside of the envelope or package.

**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

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

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

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

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

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

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

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

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

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

**AGREEMENT**

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

**Project/Bid#**

**Company:**

**Printed Name:**

**Signature:**  **Date:**

## Town of Addison Indemnification Agreement

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

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

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

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**
- (ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be**

**caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.**

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

Project/Bid#:

Company Name:

Signature:  Date:

**BID BOND**

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

**PERFORMANCE BOND**

STATE OF TEXAS }  
COUNTY OF DALLAS }

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

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

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

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

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

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

CONTRACTOR:

SURETY:1

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

[Contractor]

STATE OF TEXAS }  
COUNTY OF DALLAS }

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Typed or Printed Name of Notary

My Commission Expires:\_\_\_\_\_

[Surety]

STATE OF TEXAS }  
COUNTY OF DALLAS }

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Typed or Printed Name of Notary

My Commission Expires:\_\_\_\_\_

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

**Payment and Performance Bond Contact Sheet**

(1) Claims:

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

\_\_\_\_\_  
(Name of surety)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Physical address)

\_\_\_\_\_  
(Phone number)

(2) Texas Department of Insurance Contact Number:

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

**1-800-252-3439.**





### **Interested Parties**

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

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

### **Filing Process**

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

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

Information and Instruction Form

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

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #:

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

DUN #:

Remit Address: If different than your physical address:

**Section II Instructions to Bidders**

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

**Contractor/Supplier Responsibility:** It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

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

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

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:  Date:

Title:

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

10/17/17



**Town of Addison**  
**GENERAL TERMS AND CONDITIONS**

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

1 Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.

2 Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.

3 Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.

4 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

5 Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.

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

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

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

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

10 Payment:

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

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

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

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

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

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

13 Warranty - Price:

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

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

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

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

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

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

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

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

16 Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

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

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

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

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

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

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

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

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

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

24 No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

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

provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

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

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

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

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

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

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

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

32 Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records. in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such

records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

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

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

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

36 Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

37 Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.

38 Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

39 Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.

40 Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.

41 Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.

42 Electronic Signature – Uniform Electronic Transactions Act: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and

governmental entities to lawfully use and rely on electronic signatures.

43 Funding Out Clause: This Contract/Purchase Order may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.

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

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

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

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

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

49 Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

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

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

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

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

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

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

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

57 Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58 No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or

relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

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

## Question and Answers for Bid #20-220 - Street Sweeping Services

### Overall Bid Questions

There are no questions associated with this bid.

QuestionDeadline:Sep24,20202:00:00PMCDT

## Council Meeting

11.

**Meeting Date:** 11/10/2020

**Department:** Infrastructure- Development Services

**Pillars:** Optimize the Addison Brand

**Milestones:** Review Town's ordinances and regulations to modernize them and facilitate redevelopment

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### AGENDA CAPTION:

Consider Action on a **Resolution to Approve the Third Renewal of the Master Services Agreement for Professional Engineering Services with Cobb, Fendley & Associates, Inc., Related to the Civil Engineering Review of Private Development Plans for Public Infrastructure and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$100,000.

### BACKGROUND:

On September 28, 2017, a Three-Year Master Services Agreement (MSA) was executed between the Town of Addison and Cobb, Fendley & Associates, Inc., to provide private development plan review for the Town. Per the terms of that agreement and at the sole discretion of the Town, the agreement can be renewed three times after its initial term. This is the third renewal of the agreement, with the two previous agreements renewed in 2018 and 2019. This renewal would begin on the date of execution and end on September 30, 2021.

Cobb Fendley's services are provided through a Master Services Agreement that includes task orders for specific scopes of work. Each task order includes the scope and fee, along with a schedule for completion.

Cobb Fendley has provided these services to the Town since 2012 and has developed a thorough understanding of the Town design standards and practices. The services provided consist of professional engineering review of private development plans as they interface with or connect to the public infrastructure. Their review considers the development's compliance with the Town's design standards and ordinances, as well as industry best management practices. This helps ensure that the private infrastructure that is connected to the public infrastructure is designed and installed in a safe manner and in accordance with Town standards.

Staff recommends that the renewal be approved for an amount not to exceed \$100,000. The funds for this contract are budgeted in the Public Works and Engineering Services Department's Fiscal Year 2021 budget. Because the plan review covers projects in utility, streets, and stormwater, the allocation of funds

for this contract is split between those budgets.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Cobb Fendley MSA

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND COBB, FENDLEY & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO THE TOWN OF ADDISON FOR VARIOUS SERVICES AND PROJECTS WITHIN THE TOWN IN AN AMOUNT NOT TO EXCEED \$100,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** The Agreement between the Town of Addison and Cobb, Fendley & Associates, Inc., for professional engineering services to the Town of Addison for various services and projects within the Town in an amount not to exceed \$100,000.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **10<sup>th</sup>** day of **NOVEMBER 2020**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

**AGREEMENT  
BETWEEN  
THE TOWN OF ADDISON, TEXAS (TOWN)  
AND  
COBB, FENDLEY & ASSOCIATES, INC. (CONSULTANT)  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

Made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2020,

BETWEEN the Town:     The Town of Addison, Texas  
                                  5300 Belt Line Road  
                                  Addison, Texas 75001  
                                  Telephone: (972) 450-7001

and the Consultant:     Cobb, Fendley & Associates, Inc.  
                                  2801 Network Boulevard, Suite 800  
                                  Frisco, Texas, 75034  
                                  Telephone: (972) 335-3214

for the following Project:   **Providing Professional Engineering Services to  
the Town for various services and projects  
within the Town.**

The Town and the Consultant agree as set forth below.

**THIS AGREEMENT** is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and **Cobb, Fendley & Associates, Inc.** a Texas corporation, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as the "Agreement." The agreement shall commence on the Effective Date and continue for one (1) year ("Initial Term"). Upon completion of the Initial Term, the Town may, at its sole discretion, elect to renew this Agreement for four (4) additional one (1) year terms (each, individually, the "Renewal Term"). The Town shall provide the Consultant thirty (30) days advance written notice of its intent to renew the agreement prior to the end of the Initial Term or Renewal Term, as applicable.

**WHEREAS**, the Town desires to engage the services of the Consultant to include, but not be limited to, Professional Engineering Services for the Town of Addison, Texas, hereinafter referred to as the "Services"; and

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

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

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

**ARTICLE 1  
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services for the Town. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit “A,” which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services as shown in Exhibit “A,” in the form of written change orders, may be authorized from time to time by the Town. In the event of a conflict between any term or condition contained in Exhibit “A” and this Agreement, this Agreement shall control.
  - 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison City Council’s authorization for the Addison City Manager to execute said change order.
  - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and Task Order(s), and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B”** and incorporated herein by reference for all purposes, under normal circumstances and standard review times, the Services shall be completed within **the timeline identified in each Task Order.**

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

**ARTICLE 2  
THE TOWN’S RESPONSIBILITIES**

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

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

**ARTICLE 3  
CONSULTANT’S COMPENSATION**

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on an **Payment Basis** not to exceed **ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00)**, (“Consultant’s Fee”) per year (Initial Term or Renewal Term, as applicable), for the duration of the agreement, and shall be paid in accordance with Article 3. Compensation by the Town to the Consultant for Services shall be on a fixed fee or time & materials basis, as specified in the applicable Task Order. All time shall be billed at the Consultant’s then current labor billing rates. Current billing and labor rates shall be made available to the Town upon request. This agreement contemplates that alternate compensation may be proposed by either Party on a Task Order specific basis, including fixed price, or time and materials tasks, or negotiated rates, which if applicable, shall be specified in the Task Order.
- 3.1.1 **Completion of Final Report** – intentionally omitted.

- 3.1.2 **Disputes between Town and Construction Contractor** – intentionally omitted.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – intentionally omitted.
- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant’s Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit “B,” and consistent with Exhibit “C,” Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant’s subsequent payment for services; provided, however this shall not be the Town’s sole and exclusive remedy for said overpayment.
- 3.3 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town **monthly** for each individual task listed in Exhibit “A.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.4 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.5 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis

of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.6 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.7 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.8 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by

the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

**3.9 Obligations of the Consultant**

3.9.1 GENERAL. Consultant shall serve as Town's professional consultant for all Services in connection with this Agreement and any Task Order between the Parties and shall provide professional consultation and advice and furnish customary services incidental thereto. Consultant shall perform all work hereunder in a manner satisfactory and acceptable to the Town in accordance with the terms and conditions of this Agreement, including the Standard (as defined in Section 3.9.3). Consultant shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the Standard (as defined in Section 3.9.3) and shall cause all Subcontracted Services to be similarly undertaken and performed. No less than monthly (and at any other time as Town may request), Consultant shall keep Town informed, orally or in writing, as to the status of all Services in process. All oral information shall be subsequently confirmed in writing if requested by Town. Notwithstanding anything to the contrary in this Agreement, Consultant is not and shall not be deemed to be an agent of Town for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. Accordingly, except as specifically set forth in this Agreement or a Task Order, (a) nothing in this Agreement or any Task Order shall make Consultant a partner or agent of Town for any purpose, and Town shall not be deemed an agent for Consultant, and (b) neither Consultant nor Town shall have the right or authority to assume, create, or enlarge any obligations or commitment on behalf of the other and shall not represent itself as having the authority to bind the other in any manner. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture or joint enterprise relationship, or to allow Town to exercise discretion or control over the professional manner in which the Consultant performs the Services which are the subject matter of this Agreement or any Task Order; provided always however that the Services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such Services. The method and manner in which Consultant's Services hereunder and under any Task Order shall be performed shall be determined by the Consultant in its sole discretion. The

employees, agents, and representatives of, and the methods, equipment and facilities used by, the Consultant shall at all times be under the Consultant's exclusive direction and control. Upon completion of any documents, drawings, records, plans, reports, designs, specifications, information, or other work product, in whatever form or format (collectively, Work Product), Consultant shall provide to Town two (2) sets of such Work Product for its review and consideration of approval. Notwithstanding Town's approval of or payment for any of such Work Product, Consultant attests that such Work Product, and as the same may be amended or supplemented by the Consultant, shall be sufficient and adequate for the Project for which they are prepared. Notwithstanding Town's approval of or payment for any Work Product, Consultant attests and represents that the same, including as the same may be amended or supplemented by Consultant, per the Standard, shall, to the best of Consultant's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to the Client. In accordance with the Standard, Consultant agrees that if it shall recommend unsuitable materials in connection with any Project or this Agreement or if the design of a Project should be defective in any way, Consultant will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Consultant's recommendation of unsuitable materials or defective design. Approval by the Town of, or payment by Town for, any Services or any of Consultant's Work Product pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its owners, employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by the Town for any defect, error or omission in such Documents, it being understood that the Town at all times is ultimately relying on Consultant's skill and knowledge in providing Services and in preparing Work Product. All Work Product shall be professionally sealed as may be required by law, rule, code, or regulation.

3.9.2 AUTHORIZATION TO PROCEED. The Consultant shall not begin work on any Services until the Town directs Consultant in writing to proceed. Unless otherwise specified in a Task Order, each Task Order shall constitute notice and authorization to proceed in connection with the applicable Services.

3.9.3 STANDARD OF CARE; REPRESENTATIONS. The standard of care applicable to Consultant, including Consultant's Personnel, in rendering Services or Subcontracted Services shall be the standard of professional ethics and the degree of skill, care and diligence normally employed by professional engineers performing the same or similar Services or Subcontracted Services in the same locality (Dallas County, Texas) in which the work and services hereunder are being provided (collectively, the Standard). The Consultant shall re-perform and otherwise remedy any Services, including Subcontracted Services, not meeting the Standard without additional compensation. Further, Consultant and all subcontractors shall perform all Services in accordance with any applicable law, rule, regulation or order of any federal, state or local agency having jurisdiction over any matter related to this Agreement that is in effect or effective at the time such Services or Subcontracted Services are performed. Consultant represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Consultant agrees and acknowledges that Town is entering into this Agreement in reliance on Consultant's professional abilities with respect to performing the Services set forth herein.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Use of modified or incomplete documents under this paragraph shall be at Town's risk with no liability to Consultant.

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

**ARTICLE 5  
CONSULTANT’S INSURANCE REQUIREMENTS**

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

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

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Consultant will provide written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

**ARTICLE 6  
CONSULTANT'S ACCOUNTING RECORDS**

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

**ARTICLE 7  
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

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

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

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

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

**ARTICLE 8  
TERMINATION OF AGREEMENT / REMEDIES**

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to

a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

This agreement may be terminated by either party for convenience upon thirty (30) days written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) business days of written notice and diligently complete the correction thereafter.

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

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

#### **ARTICLE 9 DISPUTE RESOLUTION / MEDIATION**

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

#### **ARTICLE 10 INDEMNITY**

**CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES**

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

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## ARTICLE 11 NOTICES

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

**Director of Public Works & Engineering  
Town of Addison, Texas  
16801 Westgrove Dr.  
Addison, Texas, 75001  
Telephone: (972) 450-2849**

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

**Cobb, Fendley & Associates  
J. Cal Bostwick, Executive Vice President  
2801 Network Boulevard, Suite 800  
Frisco, Texas, 75034  
Telephone: (972) 335-3214**

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

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

## **ARTICLE 12 MISCELLANEOUS**

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “G,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit “A,” Scope of Services.

12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.

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

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

the Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

**Effective Date:** \_\_\_\_\_

**TOWN:**  
Town of Addison, Texas

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**  
Cobb, Fendley & Associates, Inc.

By:  \_\_\_\_\_  
J. Cal Bostwick, P.E., Executive Vice President

Date: 10-26-2020

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_ day of \_\_\_\_\_, 2020.

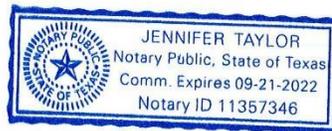
\_\_\_\_\_  
Notary Public In and For the State of Texas  
My commission expires: \_\_\_\_\_

STATE OF Texas                   §  
   §  
COUNTY OF Collin           §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 26<sup>th</sup> day of October, 2020.

Jennifer Taylor  
\_\_\_\_\_  
Notary Public In and For the State of Texas  
My commission expires: 09-21-2022



**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**Agreement by and between the Town of Addison, Texas (Town)**  
**and Cobb, Fendley & Associates, Inc. (Consultant)**  
**to perform Professional Services**

At the Town's request and in the Town's sole discretion, the Town may engage from time to time the Consultant to perform professional engineering Services (as defined in this Exhibit) in connection with a Project. Consultant agrees to perform such Services in accordance with the terms and conditions of this Agreement and with any individual Task Order (as defined in this Exhibit and in Article 1). The Town reserves the right, in its sole discretion, to hire other Consultants for any reason and for any purpose. In performing its professional engineering Services hereunder and in connection with each Project and Task Order, the Consultant shall follow the degree of professional engineering standard of care and skill set forth in Section 3.9.3 of this Agreement.

The Services to be provided by the Consultant shall be as mutually agreed to in separate written Task Orders executed by Town and Consultant (Task Order) in substantially the form attached as Exhibit G. Accordingly, whenever used in this Agreement, the term Services shall mean those services specified in a Task Order and all related work (and including any Subcontracted Services). Each Task Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the Town. Each Task Order shall be subject to and integrated into this Agreement, and the terms of this Agreement shall be incorporated into and made a part of each Task Order. All Services shall be performed by the employees of Consultant unless otherwise provided in a Task Order. Consultant shall be wholly and solely responsible for any Services or Subcontracted Services provided by any officer, owner, employee, agent, representative, contractor or subcontractor of Consultant (collectively, Consultant's Personnel).

**EXHIBIT "B"**  
**COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET**  
**Agreement by and between the Town of Addison, Texas (Town)**  
**and Cobb, Fendley & Associates, Inc. (Consultant)**  
**to perform Professional Services**



Senior Engineer V or Principal .....	\$295.00/HR
Senior Engineer IV or Project Manager V .....	\$280.00/HR
Senior Engineer III or Project Manager IV .....	\$245.00/HR
Senior Engineer II or Project Manager III .....	\$235.00/HR
Senior Engineer I or Project Manager II .....	\$200.00/HR
Engineer III or Project Manager I .....	\$175.00/HR
Engineer II .....	\$155.00/HR
Engineer I .....	\$130.00/HR
Graduate Engineer .....	\$110.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field) .....	\$170.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field) .....	\$150.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field) .....	\$130.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field) .....	\$105.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field) .....	\$85.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field) .....	\$65.00/HR
Licensed State Land Surveyor .....	\$245.00/HR
Senior Registered Professional Land Surveyor .....	\$215.00/HR
Registered Professional Land Surveyor .....	\$175.00/HR
4 Person Survey Crew .....	\$195.00/HR
3 Person Survey Crew .....	\$175.00/HR
2 Person Survey Crew .....	\$150.00/HR
1 Person Survey Crew .....	\$110.00/HR
2 Person Hy-Drone Crew .....	\$350.00/HR
2 Person UAV Drone Crew .....	\$245.00/HR
Construction Manager III .....	\$290.00/HR
Construction Manager II .....	\$240.00/HR
Construction Manager I .....	\$190.00/HR
Construction Observer III .....	\$160.00/HR

(Continued)

Construction Observer II .....	\$135.00/HR
Construction Observer I .....	\$115.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III .....	\$260.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II .....	\$205.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I .....	\$185.00/HR
Right-of-Way Agent III or ROW Attorney .....	\$165.00/HR
Right-of-Way Agent II .....	\$145.00/HR
Right-of-Way Agent I .....	\$115.00/HR
Right-of-Way Technician .....	\$105.00/HR
Administrative .....	\$110.00/HR
Clerical .....	\$85.00/HR
Field Data Device .....	\$40.00/HR/unit

**SUBSURFACE UTILITY ENGINEERING**

Two-Man Designating Crew (4-Hour Minimum) .....	\$170/HR
One-Man Designating Crew (4-Hour Minimum) .....	\$110/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) ....	\$315/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum) .....	\$295/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum) .....	\$260/HR
Traffic Control Officer .....	@ Cost + 10%
Traffic Control (Lane Closures, etc.) .....	To Be Negotiated
Permits (Local, State, etc.) .....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles .....	\$6.50/Mile

**REIMBURSABLE EXPENSES**

Technology Fee (*) .....	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm) .....	@ Cost + 10%
Courier, Special Equipment Rental .....	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) .....	@ Cost
Mileage (Standard Car or Truck) .....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person) .....	GSA Standard Rate/Day
Title Plant Charges .....	@ Cost + 10%
Other Misc. Expenses Related to the Project .....	@ Cost + 10%

**Professional Services Agreement**  
(CobbFendley – Eng Serv MSA 2020)

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(Continued)

In-House Reproduction:

Copies (Up to 11" x 17").....	\$0.15/Each
Color Prints (Up to 11" x 17") .....	\$1.50/Each
Color Prints (Larger than 11" x 17") .....	\$3.00/Sq. Ft.
Bluelines (All Sizes) .....	\$1.00/Each
Bond Prints (All Sizes).....	\$2.00/Each
Mylar Prints .....	\$12.00/Each
Vellum Prints .....	\$9.00/Each

(\*) Technology charges added to each billable man-hour.

**EXHIBIT "C"**  
**TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

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

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

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

date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

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

### III. **GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

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

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

**IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

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

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

**REQUIREMENTS**

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

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

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

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

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by fax at: (972) 450-7050 or emailed to: [sglickman@addisontx.gov](mailto:sglickman@addisontx.gov). Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

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

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

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

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

**AGREEMENT**

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

**Project/Bid#** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

EXHIBIT "E"  
AFFIDAVIT

THE STATE OF TEXAS                   §  
  §  
THE COUNTY OF Dallas               §

I, J. Cal Bostwick, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

Signed this 26<sup>th</sup> day of October, 2020.

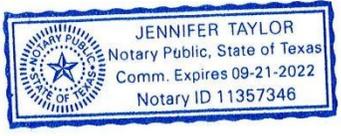
[Signature] Executive Vice President  
Signature of Official / Title

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

Sworn to and subscribed before me on this 26<sup>th</sup> day of October, 2020.

Jennifer Taylor  
Notary Public in and for the State of Texas  
My commission expires: 09-21-2022

Professional Services Agreement  
(CobbFendley – Eng Serv MSA 2020)



**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity	<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<b>OFFICE USE ONLY</b> Date Received
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p align="center">N/A</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p align="center">                       _____                      Signature of vendor doing business with the governmental entity                 </p> <p align="right">                     10-26-2020                      _____                      Date                 </p>	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

**Professional Services Agreement**  
 (CobbFendley – Eng Serv MSA 2020)

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**EXHIBIT "F"**  
**CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

**Local Government Officers Town of Addison, Texas**

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

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

**EXHIBIT "G"**  
**COBBFENDLEY STANDARD TASK ORDER FORM**

**MASTER SERVICE AGREEMENT (MSA), Task Order No.** \_\_\_\_\_

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between \_\_\_\_\_  
and \_\_\_\_\_. CLIENT hereby requests that  
CONSULTANT performs the work described below upon the terms set forth:

**CLIENT PROVIDED INFORMATION:**

Work Site: \_\_\_\_\_

Work to Be Performed: \_\_\_\_\_

Drawings, plans, specifications (are) (are not) attached: \_\_\_\_\_

Date and Time to Commence: \_\_\_\_\_

Date and Time to Complete: \_\_\_\_\_

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties  
by CLIENT (if any): \_\_\_\_\_

Invoice Mailing Instructions: \_\_\_\_\_

Other Requirements or Variance from MSA (if any): \_\_\_\_\_

**CONSULTANT PROVIDED INFORMATION:**

Compensation: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures  
below.

**CONSULTANT**

**CLIENT**

**COBB, FENDLEY & ASSOCIATES, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Professional Services Agreement**  
(CobbFendley – Eng Serv MSA 2020)

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## Council Meeting

12.

**Meeting Date:** 11/10/2020

**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 an Economic Development Program Grant Agreement with Wingstop Restaurants, Inc. and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$111,000.

### **BACKGROUND:**

On July 9, 2019, City Council authorized the City Manager to negotiate an incentive grant agreement with Wingstop Restaurants, Inc. for an amount of \$111,000 for the company's global headquarter relocation to Addison. City Council also authorized the City Manager to provide a waiver on construction permits that would be needed for tenant improvements at their new facility in Addison.

As part of the agreement, Wingstop has purchased and will occupy approximately 78,000 square feet of a stand-alone building located at 15505 Wright Brothers Drive. The company will make an estimated \$25 million investment for the purchase, improvements to the building, and fund other office space expenditures within and about the premises. The company will employ at least 200 full time positions with an average annual wage of at least \$100,309.

The grant provided by the Town will be paid in three installments pending milestones related to space occupancy, number of jobs created, and average wages that must be met by the company as highlighted in the attached agreement. The motion approved on July 9, 2019 approved the incentive, but did not authorize the City Manager to execute the agreement. Authorization is now being requested in the attached resolution to have the City Manager execute the agreement. The funds for the grant have been encumbered in the Economic Development Fund, and the attached agreement has been reviewed by the City Attorney.

### **RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Wingstop, Restaurants, Inc.

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT WITH WINGSTOP RESTAURANTS, INC. PURSUANT TO SECTION 380.001 OF THE TEXAS LOCAL GOVERNMENT CODE TO PROMOTE ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE TOWN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas (the “City”) is a home rule city operating under and pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

**WHEREAS**, the City Council of the Town of Addison is authorized and empowered pursuant to Section 380.001 of the Texas Local Government Code to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the City, to promote state or local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, Addison has established a program under and pursuant to Section 380.001 of the Texas Local Government Code for making a grant of public money, and such program is established to promote economic development within the City and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council has determined and hereby determines that making an economic development grant to Wingstop in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants, and will promote local economic development and stimulate business and commercial activity in the City.

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

**SECTION 1.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2.** The Economic Development Program Grant Agreement between the Town of Addison and Wingstop Restaurants, Inc, attached hereto as **Exhibit A** and incorporated herein, is hereby approved. The City Manager is authorized and empowered to execute the said Agreement on behalf of the City and to take all steps necessary to carry out the terms thereof.

**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 ***10<sup>th</sup>*** day of ***NOVEMBER 2020***.

**TOWN OF ADDISON, TEXAS**

---

Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Irma Parker, City Secretary

---

Brenda N. McDonald, City Attorney

**ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT**

This Economic Development Program Grant Agreement ("Agreement") is made and entered into by and between Wingstop Restaurants Inc., ("Wingstop" or "Company"), and the Town of Addison, Texas ("Addison" or the "City"), a Texas home rule municipality, for the purposes and consideration stated below (Wingstop and the City are sometimes referred to herein together as the "Parties" and individually as a "Party").

**WHEREAS**, Wingstop Restaurants Inc. is the company that, together with its wholly-owned subsidiaries, operates and franchises "Wingstops" within the United States and throughout the world; and

**WHEREAS**, Wingstop desires to relocate its global headquarters to Addison in approximately 78,000 square feet of space at 15505 Wright Brothers Drive (the "Premises"); and

**WHEREAS**, Wingstop intends to spend an estimated \$25,000,000.00 to purchase the building, make improvements and fund other office space expenditures within and about the Premises; and

**WHEREAS**, during the term of this Agreement and as set forth Wingstop intends to and will use the Premises as its Global Headquarters location ("Headquarters"); and

**WHEREAS**, Wingstop anticipates that, from and after the date of, and at all times relevant to, this Agreement, it will employ at the Premises at least 200 full time equivalent employment positions with an average annual wage of at least \$100,309.00; and

**WHEREAS**, in connection with its lease and occupancy of the Premises, Wingstop has asked the City to provide an economic development grant that will help it defray a portion of the costs it will incur in commencing the occupancy of Premises; and

**WHEREAS**, the City is authorized by Section 380.001, Tex. Loc. Gov. Code, to establish and provide for the administration of programs for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City, and this Agreement constitutes such a program for promoting and retaining economic development within the City; and

**WHEREAS**, the City has determined that making an economic development grant to Wingstop in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity within the City.

**NOW, THEREFORE**, for and in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the City and Wingstop do hereby agree as follows:

Economic Development Program Grant Agreement  
Page 1 of 11

**Section 1. Findings.** The findings set forth above are incorporated as if fully set forth herein.

**Section 2. Term.**

This Agreement shall be effective as of the last date of execution hereof (the "Effective Date") and will continue in effect from the Effective Date through the date that represents the fifth anniversary of the date Wingstop obtains a final certificate of occupancy for the Premises; subject, however, to the earlier termination of this Agreement in accordance with the terms of this Agreement (the "Term").

**Section 3. Program Grant.**

Subject to Wingstop's satisfaction of and compliance with all of the terms and conditions of this Agreement, including without limitation the requirements set forth in Section 4 below, the City agrees to pay to Wingstop a Program Grant in the maximum amount of One Hundred Eleven Thousand and NO/100 Dollars (\$111,000.00) to be paid in installments as provided herein.

The Grant payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grant unless the City appropriates funds to make such payment during the budget year in which the Grant is payable; provided that during the Term of this Agreement the City agrees that it will take such steps as are within its power to appropriate funds each year estimated to equal the amount of Grants to be paid the Company for the ensuing fiscal year. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**Section 4. Conditions to Grant Payments.**

The City's obligation to make the Grant payments shall be conditioned upon Wingstop's compliance with and satisfaction of all of the terms and conditions of this Agreement, including without limitation, each of the conditions set forth below:

(a) First Grant Payment: The First Grant Payment of Thirty Seven Thousand and NO/100 Dollars (\$37,000.00) shall be due upon the submission of a request for payment and completion of all the following to the reasonable satisfaction of the City:

1. An executed copy of the purchase documents by Wingstop for the approximately seventy-five thousand (75,000) square feet of space at the Premises; and
2. A copy of a certificate of occupancy issued by the Town of Addison for the

Premises; and

3. An executed affidavit in a form approved by the City attesting that (A) the Company is occupying the Premises and has made a capital investment (including furniture, fixtures, and equipment) of a minimum of eighteen million and NO/100s Dollars (\$18,000,000.00) on and/or within the Premises and (B) the Company currently employs 200 employees with an average annual wage of \$100,309.
4. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company currently employs 200 employees with an average annual wage of \$100,309.

(b) Second Grant Payment: The Second Grant Payment of Thirty-seven Thousand and NO/100 Dollars (\$37,000.00) shall be due upon the submission of a request for payment and completion of all the following to the reasonable satisfaction of the City:

1. An executed affidavit in a form approved by the City attesting that (A) the Company has occupied the Premises for twelve (12) consecutive months and
2. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that) the Company currently employs 200 employees with a average annual wage of \$100,309.

(c) Third Grant Payment: The Third Grant Payment of Thirty-seven Thousand and NO/100 Dollars (\$37,000.00) shall be due upon the submission of a request for payment and completion of all the following to the reasonable satisfaction of the City:

1. An executed affidavit in a form approved by the City attesting that (A) the Company has occupied the Premises for twenty-four (24) consecutive months and
2. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company currently employs 200 employees with an average annual wage of \$100,309.

Notwithstanding anything contained herein to the contrary or any other provision of this Agreement, the Program Grant payment (and/or any portion thereof) shall not be due and payable, and this Agreement may be terminated by the City (that is, without any opportunity for cure by Wingstop), if Wingstop fails to timely comply with and satisfy any of the conditions to the Program Grant payments (and/or any portion thereof) as set forth in this Section 4, above. The City's fiscal year begins October 1st and ends September 30th. Therefore, the Company shall submit written requests for economic development grant payments accrued during that time not later than August 31st of each year. In any year, if the Company fails to request the grant payments as set forth above, the City shall have no obligation to make such payment to the Company and the Company will have forever forfeited the right to receive such payment.

**Section 5. Default.**

(a) **Event of Default by the Company.** If, during the Term of this Agreement the Company breaches any of the terms or conditions of this Agreement or fails to maintain any conditions of the Grant payments, then the Company shall be in default (“Event of Default”). In the event the Company defaults in its performance, then the City shall give the Company written notice of such default, and if the Company has not cured any default within sixty (60) days of said written notice, this Agreement may be terminated by the City. In the event of default by the Company and the continuation of such default for sixty (60) days after the written notice set forth above, the City may nullify Section 3 of this Agreement and immediately seek reimbursement of any and all Grant Payments received by the Company.

(b) **Event of Default by the City.** Upon the occurrence of default by the City, the Company shall give written notice of such default, and if City has not cured the default within thirty (30) days within said written notice, this Agreement may be terminated by the Company, which may retain all monies paid to through the date of termination. The Company shall have the right to seek specific performance of this Agreement as its sole and exclusive remedy.

**Section 6. Termination; Reimbursement.**

This Agreement shall terminate without notice or demand upon the occurrence of any one of the following:

- (a) the execution by both Parties of a written agreement terminating this Agreement; or
- (b) as otherwise provided for in this Agreement, including as set forth in Section 3, above; or
- (c) the expiration of the Term; or
- (d) at the option of either party (the “non-breaching party”) in the event the other party (the “breaching party”) breaches or fails to comply with any term, condition, or provision of this Agreement and such breach or failure is not cured or remedied to the reasonable satisfaction of the non-breaching party within sixty (60) days after written notice thereof from the non-breaching party to the breaching party;
- (e) if Wingstop suffers an Event of Bankruptcy or Insolvency; or
- (f) at the City’s option, if any taxes or fees owed by Wingstop to the City or the State of Texas shall become delinquent (provided, however, that Wingstop retains the right to timely and properly protest and contest any such taxes or fees, and the City’s right to terminate this Agreement shall be suspended during such protest and contest period).

If this Agreement is terminated by the City pursuant to subsection (d), subsection (e), or subsection (f) of this Section, Wingstop shall promptly (but in any event within thirty (30) days of the date of termination) reimburse and repay to the City a sum equal amount of Grant payment made by the City up to the date of termination.

**Section 7. Representations by the City.**

The City represents that the City is a home rule Texas municipal corporation and it has the power to enter into this Agreement and to carry out its obligations hereunder. However, notwithstanding any other provision of this Agreement, it is understood and expressly agreed by Wingstop that the City does not warrant or guarantee that the Program Grant payment (and any part thereof) as described herein will be upheld as valid, lawful, enforceable or constitutional in the event the statutory or other authority for the same or the City's use thereof is challenged by court action or other action or proceeding (including any action or proceeding involving the Texas Attorney General). In the event such court or other action or proceeding related to the legality of this Agreement and the providing of the Program Grant (or any part thereof) is instituted, the Parties shall defend or respond to such action or proceeding at their respective expense. Should such litigation, action or other proceeding result in a determination that this Agreement or the payment of the Program Grant (or any part thereof) was or is prohibited under federal, state or local law (including any constitutional or charter provision), rule or regulation, and so result in the loss of the Program Grant as provided herein, Wingstop shall have no recourse against the City or any of its officials, officers, employees, agents, or volunteers, past or present.

**Section 8. Representations and Warranties by Wingstop.**

Wingstop represents and warrants that:

- (a) Wingstop is a corporation and validly existing under the laws of the State of Texas, has the legal capacity and the authority to enter into and perform its obligations under this Agreement, and the same shall be true and accurate at all times in connection with this Agreement;
- (b) The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement, and this Agreement is not in contravention of Wingstop's articles of formation or regulations, or any agreement or instrument to which Wingstop is a party or by which it may be bound as of the date hereof;
- (c) Wingstop has the necessary legal ability to perform its obligations under this Agreement;
- (d) No litigation or governmental proceeding is pending, or, to the knowledge of any of Wingstop's officers, threatened against or affecting Wingstop, which may result in a

material adverse change in Wingstop's business, properties or operations sufficient to jeopardize Wingstop as a going concern; and

(e) This Agreement constitutes a valid and binding obligation of Wingstop, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

**Section 9. Entire Agreement; Changes and Amendments.**

This Agreement represents the entire and integrated agreement between the City and Wingstop with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of each of the City and Wingstop.

**Section 10. Successors and Assigns; No Third-Party Beneficiaries.**

Wingstop shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a "Conveyance") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City, which may be withheld in the City's sole discretion. Any Conveyance of any kind or by any method without the City's prior written consent shall be null and void.

Any Conveyance approved by the City shall be expressly subject to all of the terms, conditions and provisions of this Agreement. In the event of any such Conveyance approved by the City, Wingstop shall obtain a written agreement (the "Assumption Agreement") from each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed whereby each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed agrees to be bound by the terms and provisions of this Agreement.

This Agreement shall be binding on and inure to the benefit of the Parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

**Section 11. Notice.**

Any notice, statement and/or report required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows (or such address as may subsequently be designated in writing and delivered to the other Party pursuant to this Section 11):

To the City:

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

To Wingstop Restaurants, Inc.:

Wingstop Restaurants Inc.  
5501 LBJ Freeway, 5<sup>th</sup> Floor  
Dallas, Texas 75240  
Attention: Legal Department

**Section 12. Applicable Law; Venue.**

This Agreement is subject to the provisions of the Charter and ordinances of the City, as amended or modified. This Agreement shall be construed under, governed by and is subject to the laws (including the constitution) of the State of Texas, without regard to choice of law rules, and all obligations of Wingstop and the City created by this Agreement are performable in Dallas County, Texas. Venue for any suit, action or proceeding under this Agreement shall lie exclusively in Dallas County, Texas. Each party hereby submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder. Each party waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

**Section 13. Legal Construction/Partial Invalidity of Agreement.**

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

**Section 14. Miscellaneous.**

- (a) The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes.

(b) Pursuant to Texas Government Code, Chapter 2264 (entitled “Restrictions on Use of Certain Public Subsidies”), Wingstop certifies that neither Wingstop, nor any branch, division, or department of Wingstop, knowingly employs, or will employ, an undocumented worker (as the term “undocumented worker” is defined in Section 2264.001 of the said Chapter 2264, Tex. Gov. Code) in connection with the Premises, the Services provided by Wingstop at the Premises, or this Agreement. Wingstop agrees that if, during the term of this agreement and after it receives any payment or funds from the City pursuant to this Agreement, Wingstop, or a branch, division, or department of Wingstop, is convicted of a violation under 8 U.S.C. Section 1324a(f), Wingstop shall repay the amount of all Grant funds paid by the City to Wingstop not later than the 120th day after the date the City notifies Wingstop of the violation.

(c) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(d) Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. All waivers must be in writing and signed by the waiving party, and the City’s waiver of any right, or of Wingstop’s breach, on one or more occasions will not be deemed a waiver on any other occasion. The City’s failure to enforce or pursue any of its rights under or any provision of this Agreement shall not be or constitute a waiver of its rights or provision and shall not prevent the City from enforcing or pursuing that right or provision or any other right under or provision of this Agreement in the future. No custom or practice arising during the administration of this Agreement will waive, or diminish, the City’s rights hereunder or to diminish the City’s right to insist upon strict compliance by Wingstop with this Agreement.

(e) This Agreement is not confidential information and may be disclosed to the public.

(f) Any of the representations, covenants, and obligations of the Parties hereto, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

(g) It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

(h) The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

*(SIGNATURES ON NEXT PAGES)*

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**TOWN OF ADDISON**

\_\_\_\_\_  
Wesley Pierson, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF DALLAS   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of 2020, by Wesley Pierson, City Manager of the Town of Addison, Texas, on behalf of the town.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**Economic Development Program Grant Agreement**  
**Page 10 of 11**

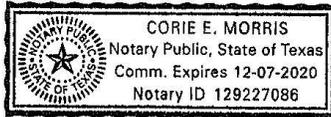
EXECUTED this 22<sup>nd</sup> day of October, 2020.

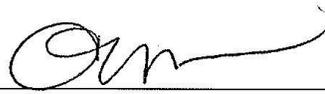
WINGSTOP RESTAURANTS INC.

By:   
Name Printed: Michael Skipworth  
Title: CFO

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 22<sup>nd</sup> day of October 2020, by Michael Skipworth, Chief Financial Officer of Wingstop on behalf of the incorporated company.



  
Notary Public, State of Texas

[SEAL]

## Council Meeting

13.

**Meeting Date:** 11/10/2020

**Department:** Fire

**Pillars:** Gold Standard in Public Safety

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

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### **AGENDA CAPTION:**

Consider Action on an Ordinance Amending Chapter 2, Section 2-351 (Master Fee Ordinance- Plan Review and Inspection Fees) of the Code of Ordinances of the Town of Addison to Add Subsection (f) Fire Department Fees.

### **BACKGROUND:**

During the November 10, 2020 Council Meeting Work Session, Council and Staff discussed a draft ordinance to amend plan review and inspection fees and to add new fees for fire prevention related services.

The Addison Fire Department charges fees for fire plan reviews and inspections. Staff evaluated Addison's current fee ordinance to determine if the fee calculation methodology and fee schedule are consistent with comparison cities.

Staff recommends amending the current calculation methodology and fee schedule to:

- Base fees on the project's value (flat fee) instead of square footage.
- Amend current fees to be consistent with other Town fees and comparison cities' fees.
- Add new fees for other permits and services provided by the Fire Prevention Division.

The proposed ordinance may increase the Town's revenues by \$15,000 per year.

### **RECOMMENDATION:**

Administration recommends approval.

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### **Attachments**

Ordinance - Amending Fire Department Fees

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**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-351 (MASTER FEE ORDINANCE-PLAN REVIEW AND INSPECTION FEES) OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS TO ADD SUBSECTION (f) FIRE DEPARTMENT FEES; PROVIDING FOR SAVINGS/ REPEALING, SEVERABILITY AND AN EFFECTIVE DATE.**

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

**SECTION 1.** Chapter 2 (Administration), Section 2-351 (Master Fee Ordinance), subsection (e) *Other development fees*, of the Code of Ordinances, Addison, Texas is hereby amended to delete lines 16, 17 and 18.

**SECTION 2.** Chapter 2 (Administration), Section 2-351 (Master Fee Ordinance) of the Code of Ordinances, Addison, Texas is hereby amended to add subsection (f) *Fire Department fees* which shall read in its entirety as follows:

Sec. 2-351. – Master fee ordinance.

....

(f) *Fire Department fees.*

	Review and Inspection	Project Value	Fee
1.	Commercial Fire Plan Review	\$0 - \$5,000	\$100.00
		\$5,001 - \$25,000	\$200.00
		\$25,001 - \$100,000	\$600.00
		\$100,001 - 250,000	\$1200.00
		\$250,000 and up	\$1750.00
	Review and Inspection		Fee
2.	Residential Fire Sprinkler Review and Inspection		\$200.00
3.	After hours Fire inspection		\$75.00 per hour (2 hour minimum)
4.	Flow Test		\$50.00
5.	Annual Contractor Fee		\$75.00
6.	Security Gates		\$50.00
7.	Installation of Compressed Natural Gas (CNG) <i>Includes relocation, removal</i>		\$150.00
8.	Tents (any size)		\$75.00

9.	Pyrotechnical special effects inspection	\$100.00
10.	Occupant load decrease	\$75.00
11.	Fire sprinkler system (underground) <sup>1</sup>	\$75.00

1 a. Inspection is required before ditch is covered

b. 2 hour/200 lb. test is required

**SECTION 3. Savings; Repealing.** Save and except as amended by this ordinance, the Code of Ordinance shall remain in full force and effect. 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 4. Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 5. 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 10<sup>th</sup> day of NOVEMBER 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Irma Parker, City Secretary

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Brenda N. McDonald, City Attorney

**Council Meeting**

**14.**

**Meeting Date:** 11/10/2020

**Department:** City Secretary

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**AGENDA CAPTION:**

Present, Discuss, and Consider Action on an **Ordinance Canvassing and Declaring the Results of a Special Charter Amendment Election Held in the Town of Addison, Texas on November 3, 2020.**

**BACKGROUND:**

The City Council ordered a Special Charter Amendment Election for Tuesday, November 3, 2020 to submit to the voters twenty-six( 26) amendments to the Home Rule Charter. The purpose of this agenda item is to canvass the election returns and declare the election results from the Special Election.

No election results are available at this time, therefore a DRAFT ordinance is included in the agenda packet. If Dallas County Election Officials provide election totals in time to finalize this ordinance before November 10th, then a final ordinance will be provided to Council prior to the meeting and a copy of the ordinance placed at the council dais on the night of the meeting. Should final election totals not be available for presentation at this meeting, Staff will request Council "Pass" on this item and take no action.

Chapter 67 of the Texas Election Code requires that an election canvass must be held no later than the 14th day (11/17/2020) after Election Day. Pursuant to said Code, Mayor Chow is authorized to set the date and time of the canvass with only two Council members required to constitute a quorum. The canvass meeting requires a 72-hour public meeting notice. The City Secretary will consult with Mayor Chow and Council members to set the date and time of the meeting prior to November 17th.

A total of 6,508 registered voters cast ballots at the November 3, 2020 General and Special Election.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Ordinance - November 3, 2020 Canvass

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**ORDINANCE NO. O20-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CANVASSING RETURNS AND DECLARING THE RESULTS OF THE ADOPTION OR REJECTION OF PROPOSED AMENDMENTS TO THE EXISTING HOME RULE CHARTER AT THE SPECIAL ELECTION HELD ON TUESDAY, NOVEMBER 3, 2020; ADOPTING AMENDED HOME-RULE CHARTER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council (the “City Council”) of the Town of Addison, Texas (the “Town”) on August 11, 2020 ordered that a Special Election to amend the Home Rule Charter (the “Election”) be held within the Town on November 3, 2020, for the purpose of submitting to the resident qualified electors of the Town the propositions hereinafter set forth; and

**WHEREAS**, Notice of Special Election and proposed Amendments were duly published in the Dallas Morning News on Friday, October 9 and 16, 2020 and posted on the bulletin board at Town Hall; and

**WHEREAS**, The City Council has investigated all matters pertaining to the Election, including Ordinance No. O20-37 calling the Special Election, giving notice, appointing officers, holding and making returns of the Election; the election officers who held the Election have duly made the returns of the results thereof; and said returns have been duly delivered to the City Council to conduct the official canvass of the returns thereof; and

**WHEREAS**, Upon the consideration of the returns of the Election, it is hereby found and determined that the same was held in accordance with the authorizing proceedings and was in all respects legally held after due notice had been given, and the returns duly and legally made, along with other instruments; and

**WHEREAS**, The Official Canvass of the Returns of the November 3, 2020 Special Home Rule Charter Election showed the following results:

<b><u>PROPOSITION A</u></b>	Votes FOR:
Shall the Charter of the Town of Addison, Texas, be amended to provide clarification by changing “qualified voter” to “registered voter” because “qualified voter” is defined as a “registered voter” in the Texas Election Code?	Votes AGAINST:

<b><u>PROPOSITION B</u></b>	Votes FOR:
Shall the Charter of the Town of Addison, Texas, be amended in various sections to remove specific state law references and instead require that the City Council shall act in accordance with state law?	Votes AGAINST:

<b><u>PROPOSITION C</u></b>	Votes FOR:
Shall Section 5.19 “Power to correct errors” of the Charter of the Town of Addison, Texas, be renamed to “Power to cancel taxes” to clarify what that section actually addresses?	Votes AGAINST:

<b><u>PROPOSITION D</u></b>	Votes FOR:
Shall Section 2.10 “Meetings of the City Council” of the Charter of the Town of Addison, Texas, be amended to allow special meetings of the City Council to be called by three (3) councilmembers instead of four (4) as currently stated?	Votes AGAINST:

<b><u>PROPOSITION E</u></b>	Votes FOR:
Shall Section 2.10 “Meetings of the City Council” of the Charter of the Town of Addison, Texas, be amended to allow special meetings of the City Council to be called by the City Manager?	Votes AGAINST:

<b><u>PROPOSITION F</u></b>	Votes FOR:
Shall Section 11.23 “Rearrangement and numbering” of the Charter of the Town of Addison, Texas, be renamed to “Non-substantive changes” and amended to provide ongoing authority for the city council, by ordinance, to make non-substantive changes for clarity, change terms of gender to gender-neutral terms and remove Section 11.18 “Gender clause?”	Votes AGAINST:

<b><u>PROPOSITION G</u></b>	Votes FOR:
Shall Section 5.31 “General powers” of the Charter of the Town of Addison, Texas, be renamed to “General powers of taxation” to avoid confusion regarding the Town’s ability to levy taxes as authorized by state law and make clear it is not intended as a general grant of powers to the City Council?	Votes AGAINST:

<b><u>PROPOSITION H</u></b>	Votes FOR:
Shall Section 11.15 “Publicity of records” of the Charter of the Town of Addison, Texas, be deleted because the availability of records to the public is already governed by the Texas Public Information Act?	Votes AGAINST:

<b><u>PROPOSITION I</u></b>	Votes FOR:
Shall the Charter of the Town of Addison, Texas, be amended to remove outdated forms of petitions and simply require that all petitions conform with the requirements of state law?	Votes AGAINST:

<b><u>PROPOSITION J</u></b>	Votes FOR:
Shall the Charter of the Town of Addison, Texas, be amended to require that persons who sign a petition for candidacy for office or a ballot measure must include either their date of birth or voter registration number, as required by the Texas Election Code?	Votes AGAINST:

<b><u>PROPOSITION K</u></b>	Votes FOR:
Shall Section 8.03 “Nominations” of the Charter of the Town of Addison, Texas, be amended to provide that an individual may become a candidate for Mayor or City Council by petition only and remove the option for self-nomination?	Votes AGAINST:

<b><u>PROPOSITION L</u></b> Shall Section 8.03 “Nominations” of the Charter of the Town of Addison, Texas, be amended to increase to 25, the minimum number of signatures for a petition to place a candidate in nomination for a City Council office in accordance with state law?	Votes FOR:  Votes AGAINST:
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<b><u>PROPOSITION M</u></b> Shall Section 8.03 “Nominations” of the Charter of the Town of Addison, Texas, be amended to increase to 50, the maximum number of signatures for a petition to place a candidate in nomination for a City Council office?	Votes FOR:  Votes AGAINST:
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<b><u>PROPOSITION N</u></b> Shall Section 11.24 “Town depository” of the Charter of the Town of Addison, Texas, be deleted because the selection and designation of a depository for the Town is exclusively governed by state law?	Votes FOR:  Votes AGAINST:
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<b><u>PROPOSITION O</u></b> Shall Section 2.08(f) “Powers of the City Council” of the Charter of the Town of Addison, Texas, be amended to require members of the Planning and Zoning Commission and Board of Zoning Adjustment to be residents and registered voters of the Town?	Votes FOR:  Votes AGAINST:
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<b><u>PROPOSITION P</u></b> Shall Section 2.08(f) “Powers of the City Council” of the Charter of the Town of Addison, Texas, be amended to state that no one may serve concurrently on the Planning and Zoning Commission and the Board of Zoning Adjustment?	Votes FOR:  Votes AGAINST:
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<b><u>PROPOSITION Q</u></b> Shall Section 7.04 “Planning and Zoning Commission” of the charter of the Town of Addison, Texas, be amended to change references to “City Zoning Commission” and “City Planning Commission” to the “Planning and Zoning Commission?”	Votes FOR:  Votes AGAINST:
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<b><u>PROPOSITION R</u></b> Shall Section 5.11(1) “Bonds, warrants and other evidences of indebtedness” of the Charter of the Town of Addison, Texas, be renamed to “Bonds, warrants and other debt matters”?	Votes FOR:  Votes AGAINST:
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<b><u>PROPOSITION S</u></b> Shall the Charter of the Town of Addison, Texas, be amended to clarify that the Town is authorized to issue debt for economic development purposes?	Votes FOR:  Votes AGAINST:
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<p align="center"><b><u>PROPOSITION T</u></b></p> <p>Shall Section 2.04 “Compensation” of the Charter of the Town of Addison, Texas, be amended to remove the requirement that the City Council approve at a public meeting, any reimbursements to councilmembers for actual expenses incurred in the performance of official duties? Expenditures would still be approved by the City Council during the budgeting process and records would be available in accordance with open records requirements.</p>	<p>Votes FOR:</p> <p>Votes AGAINST:</p>
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<p align="center"><b><u>PROPOSITION U</u></b></p> <p>Shall Section 7.03 “Master plan” of the Charter of the Town of Addison, Texas, be amended to change the wording “official master plan” to the “Comprehensive Plan” since that is the name of the Town’s long-range planning document and to state that the City Council may amend the Comprehensive Plan by majority vote of the City Council members present at a Council meeting?</p>	<p>Votes FOR:</p> <p>Votes AGAINST:</p>
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<p align="center"><b><u>PROPOSITION V</u></b></p> <p>Shall Section 11.26 “Disaster clause” of the Charter of the Town of Addison, Texas, be amended to remove the references to the “local Chamber of Commerce” and “Board of Trustees of the local school district” and instead direct that the Dallas County Judge appoint a commission, which shall include all surviving members of the City Council, in the event of a disaster when a quorum of the City Council cannot be assembled because of death or injury?</p>	<p>Votes FOR:</p> <p>Votes AGAINST:</p>
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<p align="center"><b><u>PROPOSITION W</u></b></p> <p>Shall Section 2.17 “Induction of Council into office” of the Charter of the Town of Addison, Texas, be amended to clarify that the first meeting of the City Council following an election of members of the City Council shall be the meeting to canvass the election as provided by state law and the first order of business shall be to canvass the election, declare the results and seat the newly elected members?</p>	<p>Votes FOR:</p> <p>Votes AGAINST:</p>
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<p align="center"><b><u>PROPOSITION X</u></b></p> <p>Shall Section 2.17 “Induction of Council into office” of the Charter of the Town of Addison, Texas, be amended to clarify that the first meeting of the City Council following an election of members of the City Council shall be the meeting to canvass the election as provided by state law and the first order of business shall be to canvass the election, declare the results and seat the newly elected members?</p>	<p>Votes FOR:</p> <p>Votes AGAINST:</p>
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<p align="center"><b><u>PROPOSITION Y</u></b></p> <p>Shall Section 11.27 “When provisions take effect” on the Charter of the Town of Addison, Texas, be deleted because it only applied to the initial Home Rule Charter election in 1979 and is now unnecessary?</p>	<p>Votes FOR:</p> <p>Votes AGAINST:</p>
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<p align="center"><b><u>PROPOSITION Z</u></b></p> <p>Shall Section 11.30 “Ordinance, rules and regulations validated” of the Charter of the Town of Addison, Texas, be deleted because it only applied to the initial Home Rule Charter election in 1979 and is now unnecessary?</p>	<p>Votes FOR:</p> <p>Votes AGAINST:</p>
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**TOTAL BALLOTS CAST IN THE NOVEMBER 3, 2020 SPECIAL ELECTION:** \_\_\_\_\_

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

**SECTION 1.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, and are adopted by the City Council as part of its legislative findings.

**SECTION 2.** The City Council, having canvassed the returns of said Special Election and all election procedures heretofore occurring, finds the election was duly and properly ordered; that due and proper notice of the election was given; that the election was in all respects regularly and lawfully held, and that said returns thereof have been duly and legally made as presented herein.

**SECTION 3.** Pursuant to the applicable provisions of the Texas Local Government Code, Texas Election Code and the Town of Addison Home-Rule Charter, the City Council finds, determines, and declares the results of said Special Election to be that Propositions **A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, and Z** having been approved by a majority of the qualified voters of the Town who voted in the Charter Amendment Election and that said amendments are adopted by operation of law pursuant to Texas Local Government Code Section 9.005(a). It is further found and declared that Propositions **A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, and Z** failed to receive a majority of the votes cast for it in such Special Election.

**SECTION 4.** This order declares the amendments adopted and said amendments shall take effect upon the passage of this order, as provided by Section 9.005(b) of the Texas Local Government Code, as amended. Furthermore, the City Secretary shall record in the Office of the City Secretary the Charter amendments adopted by the voters of the Town. The City Secretary with assistance of the City Attorney shall prepare an ordinance amending the Home Rule Charter indicating the approval of the qualified voters of the Town of said amendments for future action by the City Council.

**SECTION 5.** It is further ordered that as soon as practicable the Mayor shall certify to the Texas Secretary of State an authenticated copy of the new Town Charter under the municipality's seal, showing approval by the voters of the municipality, who shall then file and record the certification, as required by Texas Local Government Code Section 9.007.

**SECTION 6.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed. Any remaining portions of conflicting ordinances shall remain in full force and effect.

**SECTION 7.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Van Alstyne hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION 8.** This Ordinance shall become effective from and after its adoption and publication.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas, on this the **10<sup>th</sup>** day of **NOVEMBER** 2020.

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

Reviewed/Prepared/Approved by law offices of **Messer,  
Fort & McDonald**

**ATTEST:**

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Irma G. Parker, City Secretary

## Council Meeting

15.

Meeting Date: 11/10/2020

Department: Development Services

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### **AGENDA CAPTION:**

Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on a .57-acre Property Located at 4901 Arapaho Road, Which Property is Currently Zoned PD, Planned Development, Through Ordinance O04-048, by Approving a New PD District, to Allow Development of a 41,388 Square Foot Commercial Building. Case 1809-Z/Baumann Building.

### **BACKGROUND:**

#### COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 20, 2020, discussed the request to change the zoning on a .57-acre property located at 4901 Arapaho Road, which property is currently zoned PD, Planned Development, through Ordinance O04-048, by approving a new PD district to allow development of a 41,388 square-foot multi-tenant commercial building, with a residence on the top floor.

During the meeting, the applicant stated that revisions had been made to the plan and that the residence would be replaced with additional commercial space.

Upon learning of the plan revisions, the Addison Planning and Zoning Commission voted to recommend approval of an ordinance changing the zoning on a .57-acre property located at 4901 Arapaho Road, which property is currently zoned PD, Planned Development, through Ordinance O04-048, by approving a new PD district to allow development of a 41,388 square-foot multi-tenant commercial building subject to the following conditions:

- The top floor residence to be removed and replaced with extended show room space
- That parking to be calculated on net square footage rather than gross square footage
- Documentation showing that the second floor can accommodate future parking
- That the future parking lift to access the second floor parking garage meet fire code

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Wheeler

Voting Nay: Souers

Absent: none

SPEAKERS AT THE PUBLIC HEARING: none

**RECOMMENDATION:**

Administration recommends denial.

The proposed parking does not meet the Town's requirements in both the number of spaces provided for this development and the methodology for calculating parking. The proposed parking is being calculated based on net square footage rather than gross square footage.

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**Attachments**

Ordinance - Baumann Building

Staff Report -1809-Z Baumann Building

Plans - 1809-Z Baumann Building

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**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO REZONE 0.57 ACRES OF PROPERTY LOCATED AT 4901 ARAPAHO ROAD FROM PLANNED DEVELOPMENT DISTRICT O04-048, TO A NEW PLANNED DEVELOPMENT DISTRICT \_\_\_\_\_ BASED ON URBAN CENTER (UC) DISTRICT REGULATIONS WITH MODIFIED DEVELOPMENT STANDARDS FOR A 5-STORY COMMERCIAL BUILDING; 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 October 20, 2020 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development District (Case No.1809-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 \_\_\_\_\_ is hereby established for the .57 acres of land located at 4901 Arapaho Road, and more specifically described in **Exhibit A** attached hereto and incorporated herein (the “Property”), in accordance with all Urban Center (UC) zoning district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following modifications:

- A. Residential uses, including multi-family, are prohibited.
- B. Building setbacks shall comply with the Urban Center (UC) standards except for along Edwin Lewis Drive, where the building shall be setback a minimum of three feet from the edge of the side walk.

- C. Minimum parking requirements shall be reduced by ten (10) percent due to the site's adjacency to the Addison Transit Center.
- D. Minimum parking requirements shall be calculated based on net useable square footage rather than gross square footage.

**Section 3.** The property shall be improved in accordance with the site plan, floor plans, landscape plans, and building elevations set forth in **Exhibit B**, with the following special condition:

- A. The second floor shall be constructed in such manner that will allow accommodation of future conversion to a parking garage and the parking lift to access the second-floor parking garage shall meet the requirements contained in the Fire Code adopted by the Town, as amended.

**Section 4.** Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

**Section 5.** 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 6.** All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 7.** This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,**  
on this the 10<sup>th</sup> day of November 2020.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

\_\_\_\_\_  
Irma Parker, City Secretary

Case No. 1809-Z/Baumann Building

CASE NO:

1809-Z/Baumann Building

APPROVED AS TO FORM:

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Brenda N. McDonald, City Attorney

PUBLISHED ON:

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**EXHIBIT A**

BEGINNING at a “+” cut found at the Southwest corner of Lot 1, Block A of the Wingate Inn of Addison Addition, recorded in volume 99074, Page 10 in the GW Fisher Survey, Abstract 482, Located in the Town of Addison, Dallas, County, Texas;

THENCE N, 0 deg 25 min. 13 sec W, parallel with tract 1.5 of A tract land described by instrument to Southwestern Bell Telephone Company as recorded in Volume 86207, page 3192 of the Deed of Records, Dallas County Texas for a length of 127.2 feet to a “+” cut found at the South Right of Way of Arapaho Road;

THENCE, continuing with said Right of Way line and with said curve to the right, the chord of which is N 63 deg. 15 min. 32 sec. E with a distance of 65.11 ft, the radius is 778 ft., a distance of 65.13 ft. to a “+” cut found at the P. T. of said curve to the left;

THENCE, continuing with said Right of Way line N 65 deg. 39 min. 26 sec. E, continuing for a length of 84.74 feet;

THENCE, leaving said Right of Way S 13 deg. 21 min. 3 sec. W, continuing for a length of 172.69 feet to the North Right of Way line of Edwin Lewis Drive;

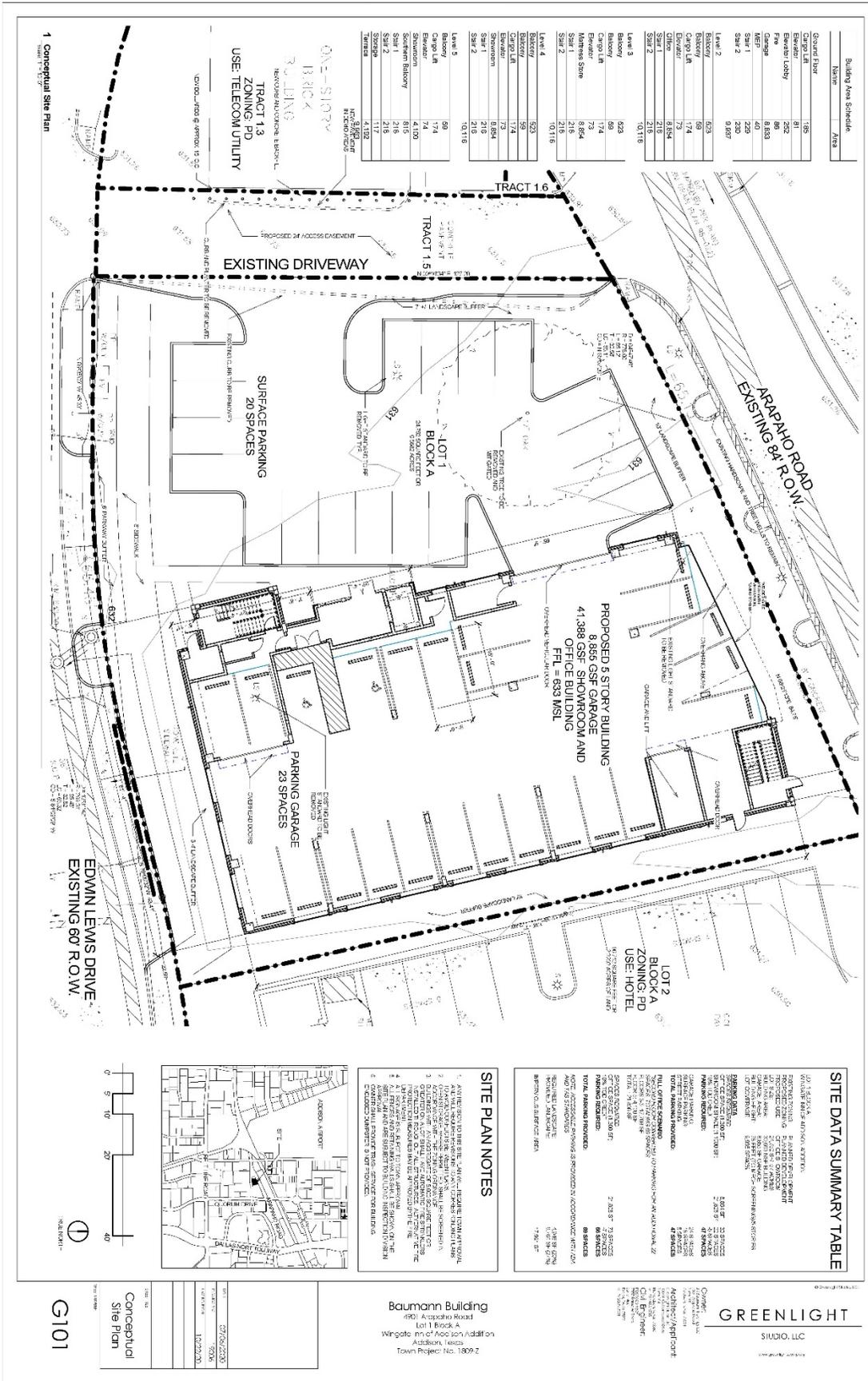
THENCE, continuing with said Right of Way line and with said curve to the left, the chord of which is S 77 deg. 44 min. 55 sec. W with a distance of 22.58 ft, the radius is 359.31 ft., a distance of 22.58 ft. to a 5/8” Iron Rod Found;

THENCE, continuing with said Right of Way line S 75 deg. 23 min. 45 sec. W, a distance of 43.41 ft. to a 1/2” Iron Rod Found;

THENCE, continuing with said Right of Way line and with said curve to the right, the chord of which is S 83 deg. 27 min. 22 sec. W with a distance of 65.32 ft, the radius is 299.31 ft., a distance of 65.45 ft.;

THENCE N continuing with said Right of Way line S 89 deg. 43 min. 31 sec. W, continuing for a length of 45.33 feet to the Point of Beginning, containing 34,752 square feet or .57 Acres of Land.

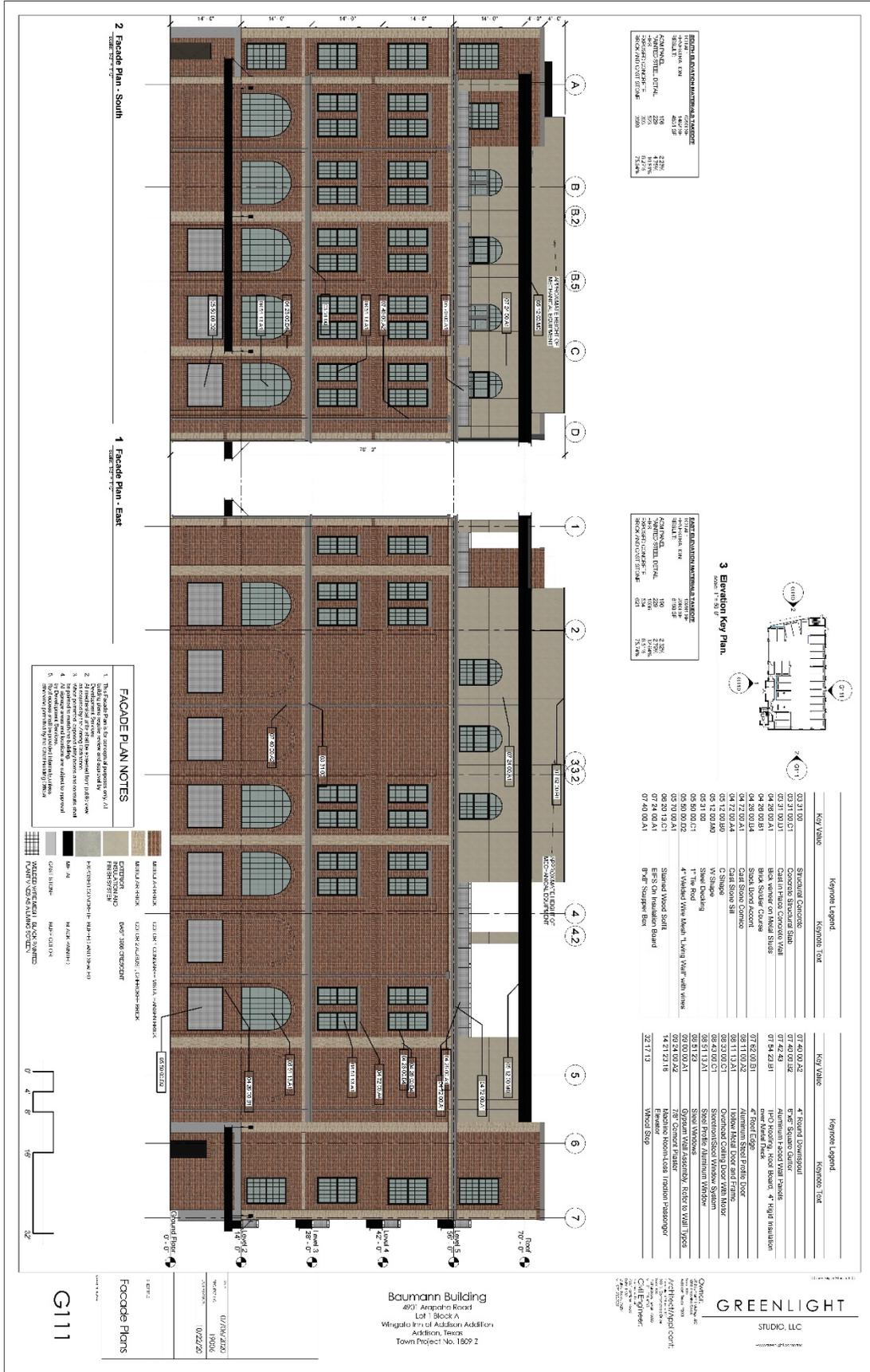
**EXHIBIT B**







**EXHIBIT B**



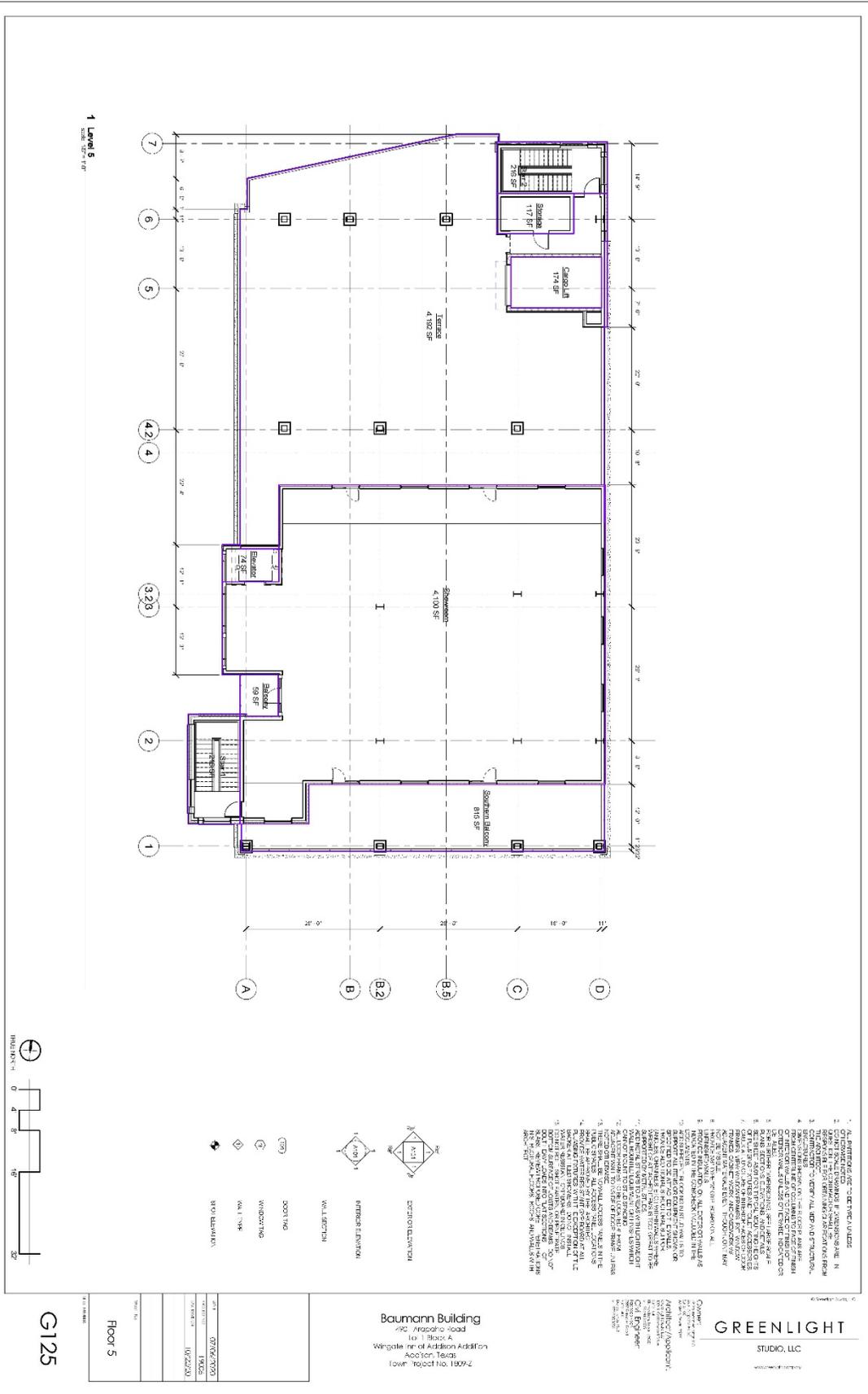




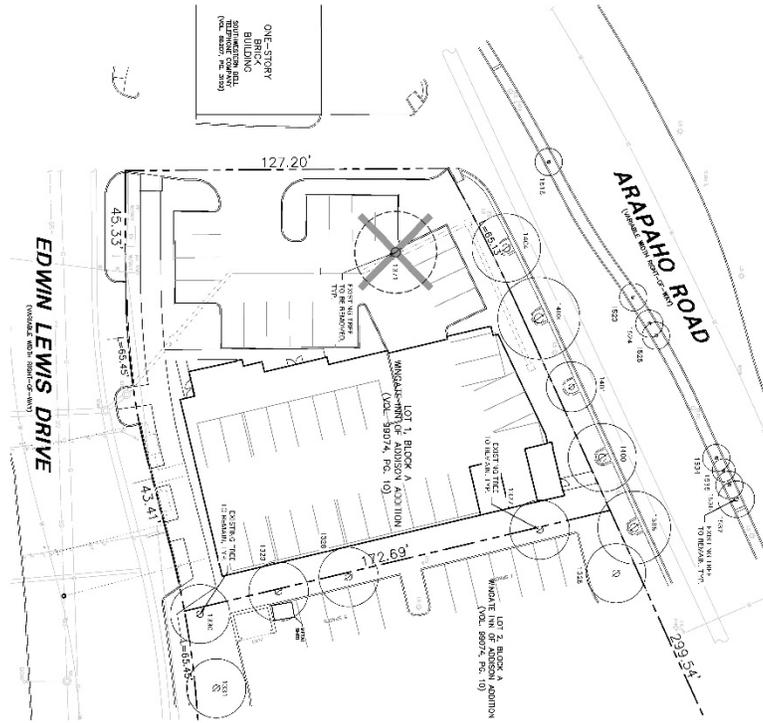




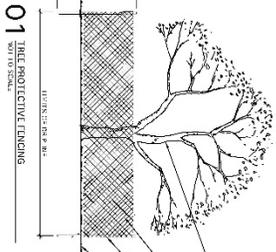
**EXHIBIT B**



**EXHIBIT B**



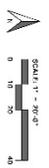
NO.	DATE	DESCRIPTION	BY
1	10/1/2018	PRELIMINARY	BAUMANN BUILDING
2	10/1/2018	REVISIONS	BAUMANN BUILDING
3	10/1/2018	REVISIONS	BAUMANN BUILDING
4	10/1/2018	REVISIONS	BAUMANN BUILDING
5	10/1/2018	REVISIONS	BAUMANN BUILDING
6	10/1/2018	REVISIONS	BAUMANN BUILDING
7	10/1/2018	REVISIONS	BAUMANN BUILDING
8	10/1/2018	REVISIONS	BAUMANN BUILDING
9	10/1/2018	REVISIONS	BAUMANN BUILDING
10	10/1/2018	REVISIONS	BAUMANN BUILDING
11	10/1/2018	REVISIONS	BAUMANN BUILDING
12	10/1/2018	REVISIONS	BAUMANN BUILDING
13	10/1/2018	REVISIONS	BAUMANN BUILDING
14	10/1/2018	REVISIONS	BAUMANN BUILDING
15	10/1/2018	REVISIONS	BAUMANN BUILDING
16	10/1/2018	REVISIONS	BAUMANN BUILDING
17	10/1/2018	REVISIONS	BAUMANN BUILDING
18	10/1/2018	REVISIONS	BAUMANN BUILDING
19	10/1/2018	REVISIONS	BAUMANN BUILDING
20	10/1/2018	REVISIONS	BAUMANN BUILDING



**Owner:**  
JR Baumann Holdings LLC  
4801 Arapaho Road  
Suite 100  
Addicks, Texas 75001

**Architect/Engineer:**  
Greenlight Studio LLC  
100 N. Cottonwood Drive  
Suite 104  
Richardson, Texas 75080  
214.870.4595

**Civil Engineer:**  
Patrick Koch  
7587 Rambler Road  
Suite 1400  
Dallas, Texas 75221  
972.225.3031



**TREE PRESERVATION NOTES**

1. PROTECT EXISTING TREES FROM DAMAGE TO ROOTS AND TRUNKS. DO NOT REMOVE EXISTING TREES UNLESS NECESSARY FOR CONSTRUCTION. IF REMOVAL IS NECESSARY, THE TREE SHALL BE REPLACED WITH A TREE OF EQUAL OR GREATER SIZE AND SPECIES.
2. ALL TREES TO BE REMOVED SHALL BE REMOVED WITHIN 14 DAYS OF THE COMMENCEMENT OF CONSTRUCTION.
3. ALL TREES TO BE REMOVED SHALL BE REMOVED WITHIN 14 DAYS OF THE COMMENCEMENT OF CONSTRUCTION.
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20. ALL TREES TO BE REMOVED SHALL BE REMOVED WITHIN 14 DAYS OF THE COMMENCEMENT OF CONSTRUCTION.

**Baummann Building**  
4801 Arapaho Road  
Lot 1, Block A  
Addicks, Texas  
Town Project No. 1809-Z

**Virginia Ilin of Addicks Addition**  
Addicks, Texas  
Town Project No. 1809-Z

Project Name: 1809-Z  
Issue Date: 01/24/2020  
Drawn By: MARY  
Checked By: KAH

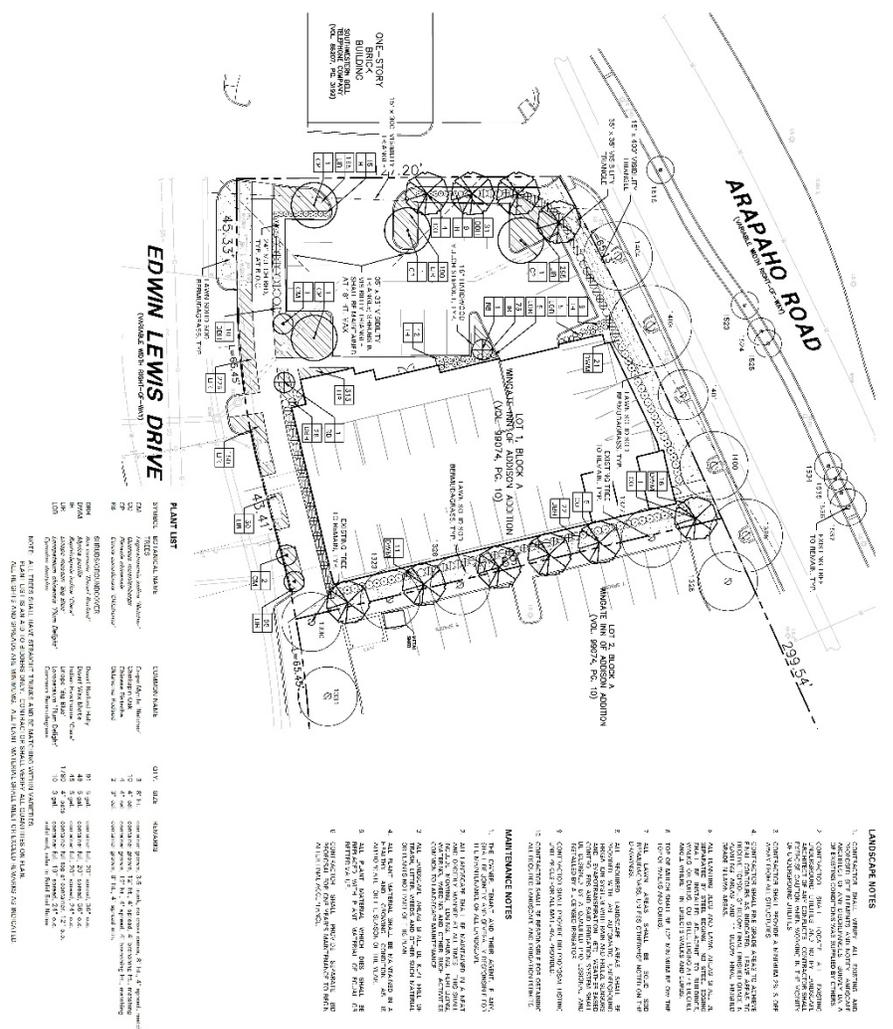
Revisions:  
No. 206 Date: 02/12/18  
207 Date: 02/22/18  
127238 Total Changes: 3

Sheet Title:  
**TREE PRESERVATION PLAN**  
Scale: N/A

**L1.01**



**EXHIBIT B**



**LANDSCAPE NOTES**

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND STRUCTURES PRIOR TO ANY CONSTRUCTION.
2. CONTRACTOR SHALL MAINTAIN EXISTING TREES AND VEGETATION TO REMAIN UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
6. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
7. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
8. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
9. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
10. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.

**GENERAL LANDSCAPE NOTES**

1. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
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**MAINTENANCE NOTES**

1. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
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10. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.

**LANDSCAPE MATERIALS**

Item	Material	Quantity
1	Grass	1000 sq ft
2	Grass	1000 sq ft
3	Grass	1000 sq ft
4	Grass	1000 sq ft
5	Grass	1000 sq ft
6	Grass	1000 sq ft
7	Grass	1000 sq ft
8	Grass	1000 sq ft
9	Grass	1000 sq ft
10	Grass	1000 sq ft

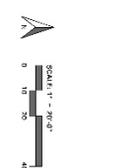
**SOLID ROOF NOTES**

1. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
2. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
3. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
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9. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.
10. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND WALKWAYS.

**OWNER**  
 JR Baumann Holdings LLC  
 4801 Avenida Road  
 Suite 100  
 Addison, Texas 75001

**ARCHITECT/APPLICANT**  
 Chesapeake Studio LLC  
 100 N. Greenwood Drive  
 Suite 104  
 Richardson, Texas 75080  
 214.810.4555

**ON-SITE ENGINEER**  
 Peterson Koch  
 7587 Kemble Road  
 Suite 1100  
 Dallas, Texas 75231  
 972.235.3031



**LANDSCAPE PLAN**  
 SHEET NUMBER  
**L2.01**

**BELLE FIRMA**

4245 North Central Expwy  
 Suite 501  
 Dallas, Texas 75205  
 214.865.7192 office

**Baumann Building**  
 Lot 1, Block A  
 Addison, Texas  
 Town Project No. 1809-Z  
 4801 Avenida Road

Project Number: 1809-Z  
 Issue Date: 01.26.2020  
 Drawn By: KAH  
 Checked By: KAH

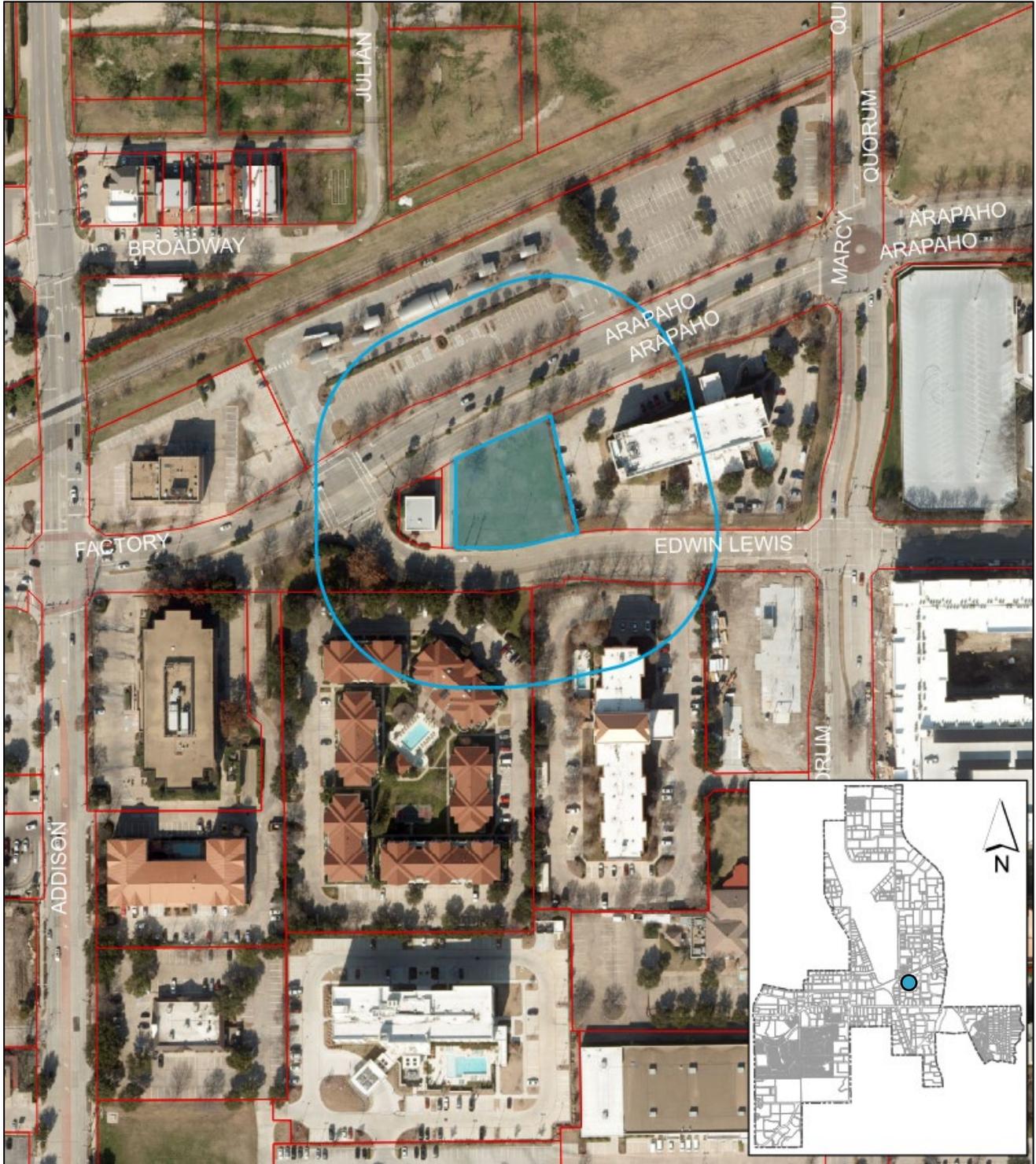
Revision:  
 No. 201.2.21  
 Date: 02.27.20  
 Description: Final Construction



# 1809-Z

**PUBLIC HEARING** Case 1809-Z/Baumann Building. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on a .57-acre property located at 4901 Arapaho Road, which property is currently zoned PD, Planned Development, through Ordinance O04-048, by approving a new PD district.

## LOCATION MAP





October 20, 2020

**STAFF REPORT**

RE: Case 1809-Z/Baumann Building

LOCATION: 4901 Arapaho Road

REQUEST: Approval of an ordinance changing the zoning from Planned Development (PD) district, through Ordinance O04-04, to a new PD district to allow development of a five-story, 41,388 square-foot multitenant commercial building with one residential unit on the top floor.

APPLICANT: Daniel Anderson, Trium Development Partners, LLC

**DISCUSSION:**

Background: This .57-acre vacant lot is zoned PD, Planned Development, through Ordinance O04-048. It was initially shown as a vacant lot on the approved site plan for what is currently the Raddison Hotel and was subsequently included as a parking lot expansion for the hotel through Special Use Permit Ordinance O07-029 in 2007. The parking lot expansion never came to fruition and the lot has remained vacant.

The new property owner, Bob Baumann, is proposing to develop a five-story commercial building containing Edward Baumann Clothiers on one floor, a luxury mattress showroom on another, and potential office space on one floor, with his residence on the top floor. Such action requires the property to be rezoned.

In other development projects in this area, including AMLI and Western International, Town staff has worked to extend the Addison Circle district standards south. Accordingly, Staff encouraged the applicant to follow the Urban Center (UC) zoning district standards. The applicant is requesting that the property be rezoned to a Planned Development (PD) based on the UC standards while allowing for certain alternative development standards.

Proposed Plan: The applicant is proposing to construct a five-story, 41,388 square foot building with ground floor parking garage, three floors of commercial uses, and one residential unit on the top floor. The commercial component of the building is proposed to be used as office, showroom, and retail space.

Use: The Urban Center district allows each of the proposed uses in this building. Section 2 E 4. *Airport noise restrictions*, however, states that no residential uses are permitted within the 65 decibel noise level contours of Addison Airport. The 65 decibel noise level contour is shown in the blue area on the chart below, with the subject property outlined in red.



Given the proximity of this property to the airport, the property falls entirely within the 65 decibel noise level contour. This standard comes from an FAA requirement that the Town is obligated to abide by. Therefore, residential uses should not be allowed. **The applicant is requesting that the residential unit be allowed despite the requirement.**

Building Height: Urban Center standards state that all buildings must be at least 40 feet in height. The proposed building is 78 feet tall.

Building Setback: The Urban Center standards typically require that buildings be set back 10 feet from the edge of the sidewalk, which in Addison Circle is the property line. The plans show the setback would meet this 10-foot requirement along Arapaho Road and Edwin Lewis Drive.

Building Elevations: Urban Center standards require building facades to be a minimum of 90% brick or stone, however, provided the recent passing of House Bill 2439, Staff is unable to enforce the exterior materials requirement at this time. The plans show the south and east elevations at approximately 75% brick and cast stone, and north and west elevations at approximately 50% brick and cast stone, with the rest of the façade being constructed of painted metal, EIFs, exposed concrete, and ACM panel.

Parking: There are several issues regarding the calculation of parking on the property. First, the Town's zoning code requires that parking for buildings of less than 50,000 square feet be calculated based on gross square footage, not the useable square footage of the building. Second, typically clothing stores would be required to park at a retail ratio of 1 parking space per 250 square feet. However, given that the Edward Baumann Clothiers business model is by

appointment only, Staff believes that it is reasonable to park this use as office instead of retail. Urban Center standards require that one parking space be provided per 300 square feet of office use. The applicant would like the clothing store to be considered a showroom which would be required to provide one parking space per 1,000 square feet of warehouse/showroom. Urban Center standards require one parking space per bedroom for residential uses with a maximum of two spaces per dwelling unit.

Based on the Town’s typical calculation of parking requirements, with the allowance that the clothing store being parked at an office ratio, the parking requirements would be as follows:

20,232 sq ft Office	68 parking spaces
10,116 sq ft Showroom	11 parking spaces
1 Dwelling Unit	2 parking spaces
<b>Total</b>	<b>81 parking spaces</b>

If the parking requirements were calculated based on the applicant’s request to only count useable square footage and to use the showroom ratio for the clothing store, the parking requirements would be as follows:

8,854 sq ft Office	30 parking spaces
17,708 sq ft Showroom	18 parking spaces
1 Dwelling Unit	2 parking spaces
<b>Total</b>	<b>50 parking spaces</b>

The proposed plan only provides a total of 46 onsite parking spaces. This is 35 spaces short of the Town’s typical requirements, and even 4 spaces short of the applicant’s proposed calculation method. The applicant’s request for only counting usable square footage excludes the balconies on each floor. If the balconies are counted as usable square footage the development would require 53 parking spaces and the plan would be 7 spaces short of meeting requirements. **The applicant is requesting that the parking requirements be calculated based only on useable square footage of the building, that the clothing store be parked at a showroom ratio, and that the property be given relief on the additional 4 parking space based on the property being located near the future DART rail station.**

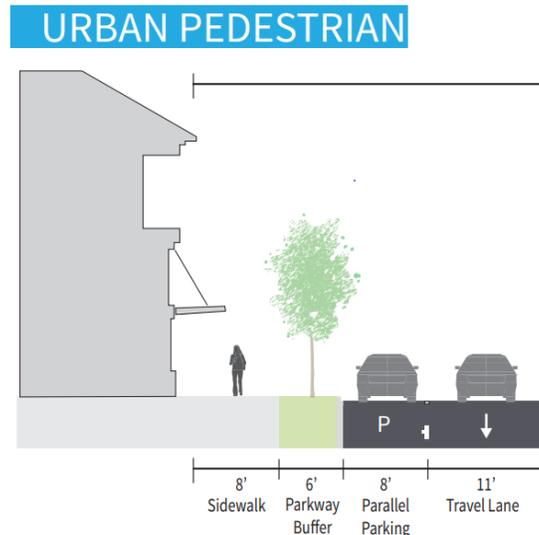
Open Space: Staff and the applicant are proposing no open space dedication for this project. The Urban Center zoning standards require that open space be provided at a certain acreage per resident. The ratio would result in a tiny dedication, and there is currently a surplus of Open Space provided in Addison Circle. The proposed residential unit would use a small portion of this surplus, leaving a remaining surplus of just over 7 acres. See calculation on the following page:

Addison Circle Open Space Required (Existing):	7.518 acres
Additional Open Space Required for One Unit:	0.003 acres

Total Open Space Required with Townhomes:	7.521 acres
Addison Circle Open Space Provided:	14.74 acres
<b>Surplus Open Space Remaining in Addison Circle:</b>	<b>7.219 acres</b>

Streetscapes: The Master Transportation Plan provides streetscape standards for various street types. Arapaho Road is defined as a Minor Arterial. The existing sidewalk along Arapaho Road has already been constructed with a specific look that runs the length of the corridor and no changes are being proposed or required by Staff.

The Master Transportation Plan defines Edwin Lewis Drive as a Commercial Collector street and provides three options for such streets to be applied based on the context of the surrounding development. Given the desire to integrate future development in this area with the existing character of Addison Circle, the Urban Pedestrian standard is most appropriate for this property. As shown in the image below, this would require an 8 foot on-street parallel parking area, a 6 foot parkway buffer with street trees, and an 8 foot sidewalk.



This is the standard that was applied to both AMLI and Western International. The applicant's plans for the redevelopment of the streetscape along Edwin Lewis Drive meet the urban pedestrian standards laid out in the Master Transportation Plan.

Landscaping: The landscape plans have been reviewed by the Parks Department to ensure compliance with the Town's Landscape Ordinance. 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.

**RECOMMENDATION: DENIAL**

Staff believes that while the proposed commercial building fits in generally with intent to extend the Addison Circle district as well as the future transit oriented development, there are important concerns with the proposal that are the basis for Staff's recommendation on this request.

First, the proposal does not comply with parking requirements. As mentioned previously, Staff is willing to make reasonable interpretations of the uses proposed for the building, however there is no factual basis for the interpretations requested by the applicant and would result in the inconsistent application of the Town's parking requirements. Furthermore, even with the applicant's suggested calculation methodology, the property still falls 4 spaces short. While Staff does believe that consideration could be given to relaxing parking requirements adjacent to transit, a 10% reduction would be a reasonable accommodation.

Furthermore, while Staff hopes that the proposed users of the building are successful and in place for a long time, the building will be around longer. It is not in the Town's best interest to deviate from typical standards to allow the construction of what is effectively an office/retail building, while restricting all future uses to only warehouses and showrooms due to parking limitations.

Second, Addison Airport is an important part of Addison. The Town has committed to the FAA that the Town will abide by FAA requirements when making local land-use decisions. While it is true that the applicant is relocating their business and residence from a location that is also within the noise contours, that property was zoned and developed prior to the prohibition on residential uses within the noise contours of Addison Airport. Future land use decisions should consider the FAA's current requirements.

While the applicant has revised plans to comply with the Urban Pedestrian streetscape standards laid out in the Master Transportation Plan, the parking requirements and the uses proposed in the development are inconsistent with Town goals and standards. Therefore, Staff recommends denial.



Case 1809-Z/Baumann Building

October 20, 2020

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 20, 2020, discussed the approval of an ordinance changing the zoning on a .57-acre property located at 4901 Arapaho Road, which property is currently zoned PD, Planned Development, through Ordinance O04-048, by approving a new PD district to allow development of a 41,388 square-foot multitenant commercial building, with a residence on the top floor.

During the meeting, the applicant stated that revisions had been made to the plan and that the residence would be replaced with additional commercial space.

Upon learning of the plan revisions, the Addison Planning and Zoning Commission voted to recommend approval of an ordinance changing the zoning on a .57-acre property located at 4901 Arapaho Road, which property is currently zoned PD, Planned Development, through Ordinance O04-048, by approving a new PD district to allow development of a 41,388 square-foot multitenant commercial building subject to the following conditions:

- The top floor residence to be removed and replaced with extended show room space
- That parking to be calculated on net square footage rather than gross square footage
- Documentation showing that the second floor can accommodate future parking
- That the future parking lift to access the second floor parking garage meet fire code

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Wheeler

Voting Nay: Souers

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

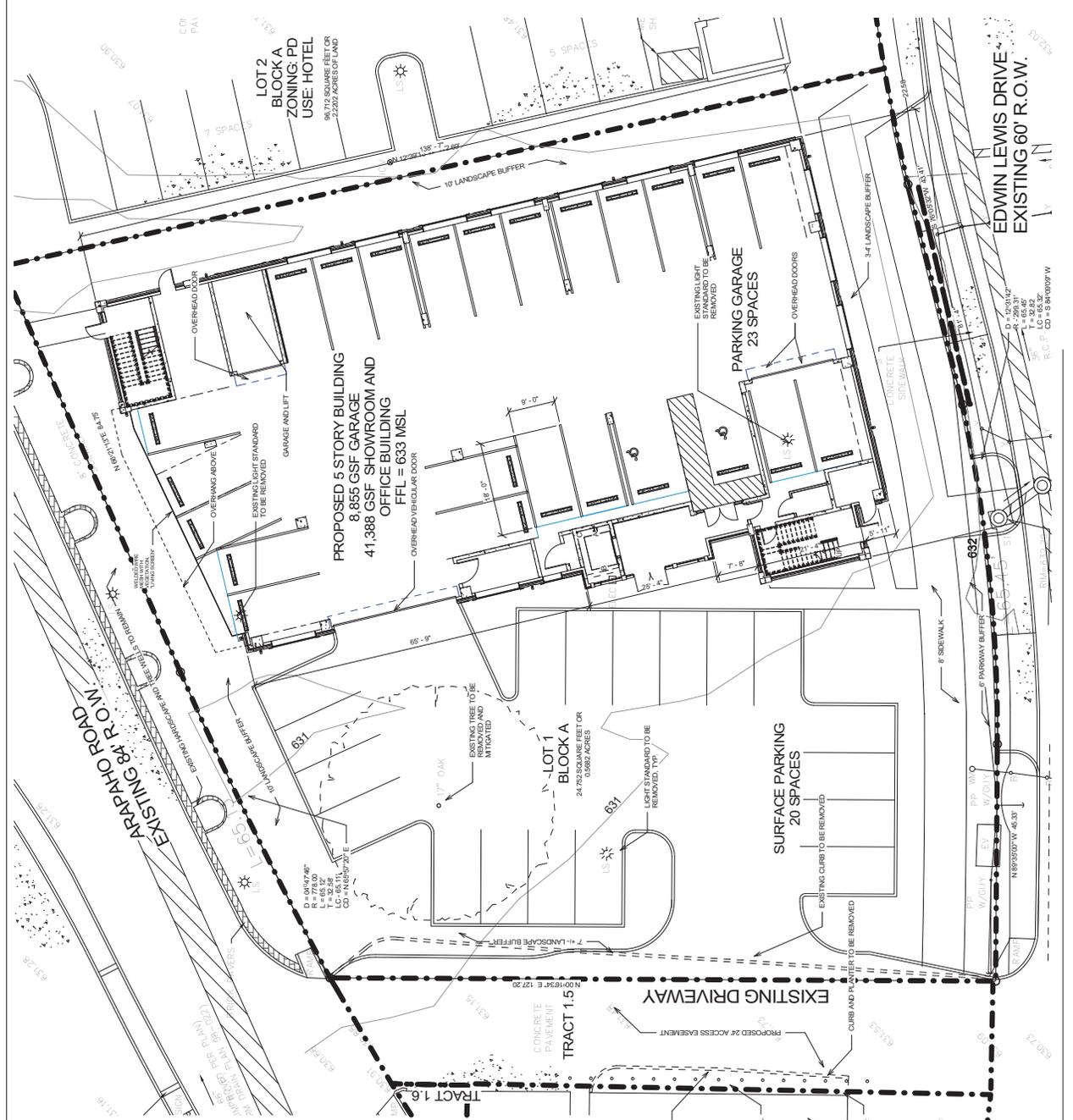
Building Area Schedule.	
Name	Area

Ground Floor	1185
Cargo Lift	151
Elevator	151
Elevator Lobby	46
Garage	8,133
MEP	40
Slab 1	229
Slab 2	230
Level 3	9,937
Level 2	523
Balcony	59
Cargo Lift	174
Elevator	73
Office	8,854
Slab 1	216
Slab 2	216
Level 1	10,116
Balcony	523
Cargo Lift	174
Elevator	73
Mailroom	8,854
Slab 1	216
Slab 2	216
Level 4	10,116
Balcony	523
Cargo Lift	174
Elevator	73
Mailroom	8,854
Slab 1	216
Slab 2	216
Level 5	10,116
Balcony	59
Cargo Lift	174
Elevator	74
Showroom	4,100
Southern Balcony	815
Slab 1	216
Slab 2	216
Storage	11,162
Terrace	1,162
NEW PARKING IN EXISTING DRIVEWAY	9,937

ONE-STORY BRICK BUILDING  
NEW CURB AND CONCRETE BACKFILL

TRACT 1.3  
ZONING: PD  
USE: TELECOM UTILITY

NEW BOLLARDS @ APPROX. 15' OC.





# BAUMANN BUILDING

CITY COUNCIL SUBMITTAL - 11.03.2020

Zoning Sheet List				
Sheet Number	Sheet Name	Sheet Issue Date	Current Revision Description	Current Revision Date
<b>General</b>				
G001	Zoning Index and Cover Sheet	12/13/19	City Council	11/03/20
G101	Conceptual Site Plan	12/13/19	City Council	11/03/20
G102	Site Plan	03/30/20	City Council	11/03/20
G110	Facade Plans	12/13/19	City Council	10/22/20
G111	Facade Plans	12/13/19	City Council	10/22/20
G121	Ground Floor	12/13/19	City Council	10/22/20
G122	Floor 2	12/13/19	City Council	10/22/20
G123	Floor 3	03/04/20	City Council	10/22/20
G124	Floor 4	10/22/20	City Council	10/22/20

Zoning Sheet List				
Sheet Number	Sheet Name	Sheet Issue Date	Current Revision Description	Current Revision Date
G125	Floor 5	12/13/19	City Council	10/22/20
<b>Civil</b>				
C1.1	Drainage Plan	12/13/19	Comments 6	10/09/20
C1.2	Site Utility Plan	12/13/19	Comments 6	10/09/20
<b>Existing</b>				
12	Existing Drainage Area Map	12/1983		
<b>Landscape</b>				
L1.01	Tree Preservation plan	01/24/20	Comments 6	10/09/20
L2.01	Landscape plan	01/24/20	Comments 6	10/09/20
L2.02	Landscape Specifications and Details	01/24/20	Comments 6	10/09/20
L3.01	Irrigation Plan	01/24/20	Comments 6	10/09/20
L3.02	Irrigation Specifications and Details	01/24/20	Comments 6	10/09/20

## PROJECT DESCRIPTION

50,240 GROSS SQUARE FOOT, 5-STORY FULLY SPRINKLERED GARAGE, OFFICE AND SHOWROOM BUILDING. 30,663 NSF EXCLUDING GARAGE. REFER TO SITE PLAN FOR ZONING INFORMATION.

## APPLICABLE CODES

2018 INTERNATIONAL BUILDING CODE  
 2018 INTERNATIONAL ENERGY CONSERVATION CODE  
 2018 MECHANICAL CODE  
 2018 PLUMBING CODE  
 2017 NATIONAL ELECTRICAL CODE

CITY OF ADDISON, TEXAS LOCAL AMENDMENTS

2012 TEXAS ACCESSIBILITY STANDARDS

**Owner:**  
 JB Baumann Holdings LLC  
 4801 Arapaho Road  
 Suite 100  
 Addison, Texas 75001

**Architect/Applicant:**  
 Greenlight Studio, LLC  
 100 N. Coffeywood Drive  
 Suite 104  
 Richardson, Texas 75080  
 v: 214.810.4535

**Civil Engineer:**  
 Pacheco Koch  
 7557 Rambler Road  
 Suite 1400  
 Dallas, Texas 75231  
 v: 972.235.3031

**Baumann Building**  
 4901 Arapaho Road  
 Lot 1 Block A  
 Wingate Inn of Addison Addition  
 Addison, Texas  
 Town Project No. 1809-Z

DATE: 07/06/2020  
 PROJECT NO: 19006  
 LAST REVISION: 11/03/20

SHEET TITLE:  
**Zoning Index and Cover Sheet**

SHEET NUMBER:

**G001**



Building Area Schedule		
Level	Name	Area

Building Common Area		
Ground Floor	MEP	40
Ground Floor	Elevator Lobby	252
Ground Floor	Fire	86
Level 5	Storage	117
		496

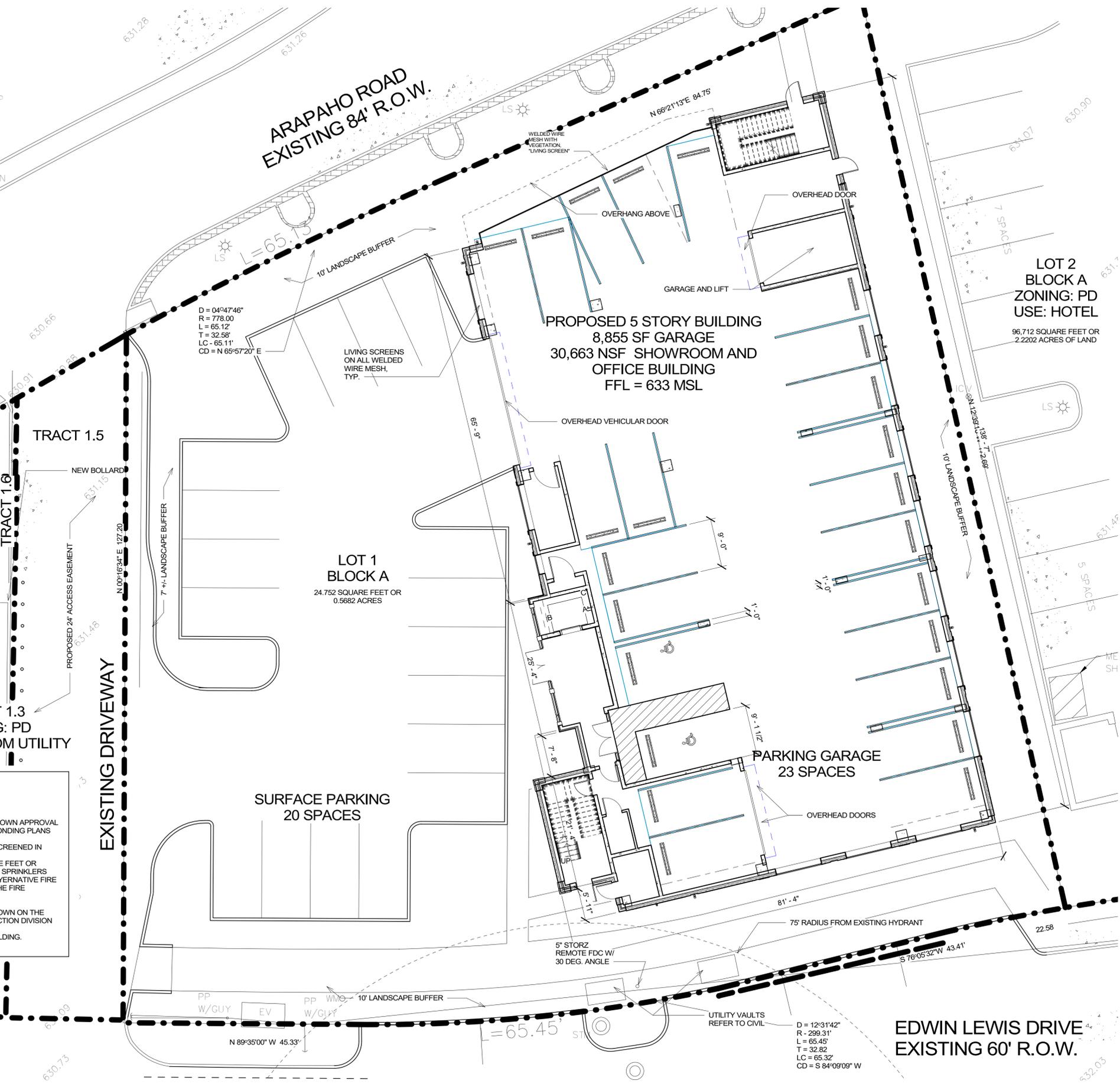
Exterior Area		
Ground Floor	Garage	8,833
Level 2	Balcony	523
Level 2	Balcony	59
Level 3	Balcony	523
Level 3	Balcony	59
Level 4	Balcony	523
Level 4	Balcony	59
Level 5	Balcony	59
Level 5	Terrace	4,192
Level 5	Southern Balcony	815
		15,645

Floor Area		
Level 2	Office	8,854
Level 3	Mattress Store	8,854
Level 4	Showroom	8,854
Level 5	Showroom	4,100
		30,663

Major Vertical Penetration		
Ground Floor	Elevator	81
Ground Floor	Stair 1	229
Ground Floor	Stair 2	230
Ground Floor	Cargo Lift	185
Level 2	Stair 1	216
Level 2	Elevator	73
Level 2	Stair 2	216
Level 2	Cargo Lift	174
Level 3	Elevator	73
Level 3	Stair 1	216
Level 3	Stair 2	216
Level 3	Cargo Lift	174
Level 4	Elevator	73
Level 4	Stair 1	216
Level 4	Stair 2	216
Level 4	Cargo Lift	174
Level 5	Elevator	74
Level 5	Stair 2	216
Level 5	Cargo Lift	174
Level 5	Stair 1	216
		3,445

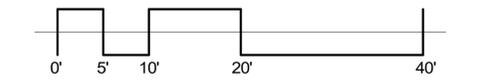
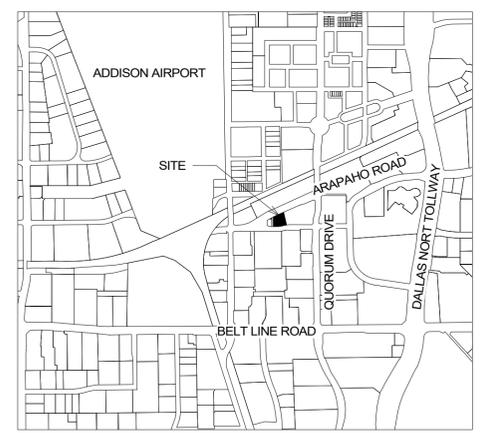
**SITE PLAN NOTES**

1. ANY REVISION TO THIS SITE PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE 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.
6. OWNER SHALL PROVIDE TRASH SERVICE FOR BUILDING. ENCLOSED DUMPSTER IS NOT PROVIDED.



**SITE DATA SUMMARY TABLE**

LOT 1 BLOCK A WINGATE INN OF ADDISON ADDITION		
EXISTING ZONING:	PLANNED DEVELOPMENT	
PROPOSED ZONING:	PLANNED DEVELOPMENT	
PROPOSED USE:	OFFICE SHOWROOM	
LOT SIZE:	24,752 SF / .57 ACRES	
BUILDING AREA:	30,663 NSF BUILDING	
GARAGE AREA:	8,855 SF GARAGE	
BUILDING HEIGHT:	78 FEET (TO MECH SCREENING)/5 STORIES	
LOT COVERAGE:	9,935 SF/40%	
<b>PARKING DATA</b>		
SPACES REQUIRED:		
OFFICE SPACE (1:300 SF):	8,854 SF	30 SPACES
SHOWROOM SPACE (1:1000 SF):	21,828 SF	22 SPACES
10% TOD CREDIT:		-5 SPACES
<b>PARKING REQUIRED:</b>		<b>47 SPACES</b>
GARAGE PARKING: 24 SPACES		
SURFACE PARKING: 18 SPACES		
STREET PARKING: 5 SPACES		
<b>TOTAL PARKING PROVIDED: 47 SPACES</b>		
<b>FULL OFFICE SCENARIO</b>		
*SECOND FLOOR CONVERTED TO PARKING FOR AN ADDITIONAL 22 SPACES, TOTALING 69 SPACES.		
FLOORS 3-5: 17,708 SF		
FLOOR 5: 4,100 SF		
TOTAL: 21,808 SF		
SPACES REQUIRED:		
OFFICE SPACE (1:300 SF):	21,808 SF	73 SPACES
10% TOD CREDIT:		-7 SPACES
<b>PARKING REQUIRED:</b>		<b>66 SPACES</b>
<b>TOTAL PARKING PROVIDED: 69 SPACES</b>		
NOTE: ACCESSIBLE PARKING IS PROVIDED IN ACCORDANCE WITH ADA AND TAS STANDARDS.		
REQUIRED LANDSCAPE:	4,946 SF (20%)	
PROVIDED LANDSCAPE:	6,761 SF (27%)	
IMPERVIOUS SURFACE AREA:	17,991 SF	



**ACTION**

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

STAFF \_\_\_\_\_

COUCIL \_\_\_\_\_

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

**LOT 1 BLOCK A  
WINGATE OF ADDISON ADDITION**

GW FISHER ABSTRACT NO. 482  
0.5682 ACRES  
PREPARATION DATE: 11/03/2020  
TOWN OF ADDISON  
DALLAS COUNTY, TEXAS  
TOWN PROJECT NO. 1809-Z

Owner:  
 JB Baumann Holdings LLC  
 4801 Arapaho Road  
 Suite 100  
 Addison, Texas 75001

Architect/Applicant:  
 Greenlight Studio, LLC  
 100 N. Cottonwood Drive  
 Suite 104  
 Richardson, Texas 75080  
 v: 214.810.4535

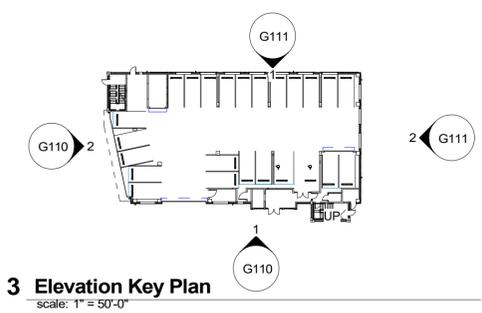
Civil Engineer:  
 Pacheco Koch  
 7557 Rambler Road  
 Suite 1400  
 Dallas, Texas 75231  
 v: 972.235.3331

**Baumann Building**  
 4901 Arapaho Road  
 Lot 1 Block A  
 Wingate Inn of Addison Addition  
 Addison, Texas  
 Town Project No. 1809-Z

DATE: 07/06/2020  
 PROJECT NO: 19006  
 LAST REVISION: 10/22/20

SHEET TITLE:  
**Facade Plans**  
 SHEET NUMBER:

**G110**



Keynote Legend.	
Key Value	Keynote Text
03 31 00	Structural Concrete
03 31 00.C1	Concrete Structural Slab
03 31 00.D1	Cast in Place Concrete Wall
04 26 00.A1	Bick veneer on Metal Studs
04 26 00.B1	Brick Soldier Course
04 26 00.B4	Stack Bond Accent
04 72 00.A1	Cast Stone Cornice
04 72 00.A4	Cast Stone Sill
05 12 00.B0	C Shape
05 12 00.M0	W Shape
05 31 00	Steel Decking
05 50 00.C1	1" Tie Rod
05 50 00.D2	4" Welded Wire Mesh "Living Wall" with vines
05 70 00.A1	
06 20 13.C1	Stained Wood Soffit
07 24 00.A1	EIFS On Insulation Board
07 40 00.A1	8"x8" Scupper Box

Keynote Legend.	
Key Value	Keynote Text
07 40 00.A2	4" Round Downspout
07 40 00.B2	6"x6" Square Gutter
07 42 43	Aluminum Faced Wall Panels
07 54 23.B1	TPO Roofing, Roof Board, 4" Rigid Insulation over Metal Deck
07 62 00.B1	4" Roof Edge
08 11 00.A2	Aluminum Steel Profile Door
08 11 13.A1	Hollow Metal Door and Frame
08 33 00.C1	Overhead Coiling Door With Motor
08 43 00.C1	Storefront/Steel Window System
08 51 13.A1	Steel Profile Aluminum Window
08 51 23	Steel Windows
09 00 00.A1	Gypsum Wall Assembly, Refer to Wall Types
09 24 00.A2	7/8" Cement Plaster
14 21 23.16	Machine Room-Less Traction Passenger Elevator
32 17 13	Wheel Stop

**NORTH ELEVATION MATERIALS TAKEOFF**

TOTAL SF:	6295	
FENESTRATION:	1353	
RESULT:	4942	
ACM PANEL	427	8.64%
PAINTED STEEL DETAIL	775.5	15.69%
EIFS	871	17.62%
EXPOSED CONCRETE	570	11.53%
BRICK AND CAST STONE	2299	46.51%

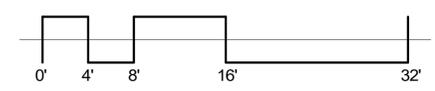
**WEST ELEVATION MATERIALS TAKEOFF**

TOTAL SF:	10323	
FENESTRATION:	3626	
RESULT:	6697	
ACM PANEL	517	7.72%
PAINTED STEEL DETAIL	466	6.96%
EIFS	1278	19.08%
EXPOSED CONCRETE	670	10%
BRICK AND CAST STONE	3766	56.23%



- FACADE PLAN NOTES**
- This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
  - All mechanical units shall be screened from public view as required by the Zoning Ordinance.
  - When permitted, exposed utility boxes and conduits shall be painted to match the building.
  - All signage areas and locations are subject to approval by Development Services.
  - Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official

	MODULAR BRICK	COLOR 1 CONGAREE VISTA, HANSEN BRICK
	MODULAR BRICK	COLOR 2 AUGUST, CHEROKEE BRICK
	EXTERIOR INSULATION AND FINISH SYSTEM	BASF 3908 CRESCENT
	EXPOSED CONCRETE	BUFFED AND SEALED
	METAL	BLACK PAINTED
	CAST STONE	BUFF COLOR
	WELDED WIRE MESH	BLACK PAINTED - PLANT VINES AS A LIVING SCREEN



Owner:  
 JB Baumann Holdings LLC  
 4801 Arapaho Road  
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Civil Engineer:  
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 7557 Rambler Road  
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 Dallas, Texas 75231  
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**Baumann Building**  
 4901 Arapaho Road  
 Lot 1 Block A  
 Wingate Inn of Addison Addition  
 Addison, Texas  
 Town Project No. 1809-Z

DATE: 07/06/2020  
 PROJECT NO.: 19006  
 LAST REVISION: 10/22/20

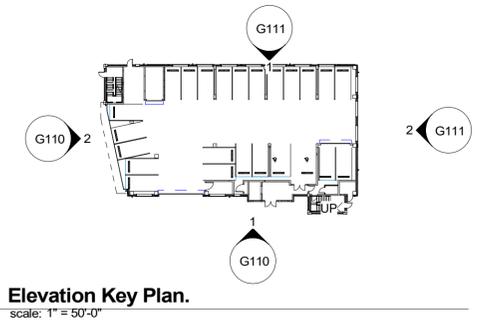
SHEET TITLE:  
**Facade Plans**

SHEET NUMBER:

**G111**

Keynote Legend.	
Key Value	Keynote Text
03 31 00	Structural Concrete
03 31 00.C1	Concrete Structural Slab
03 31 00.D1	Cast in Place Concrete Wall
04 26 00.A1	Bick veneer on Metal Studs
04 26 00.B1	Brick Soldier Course
04 26 00.B4	Stack Bond Accent
04 72 00.A1	Cast Stone Cornice
04 72 00.A4	Cast Stone Sill
05 12 00.B0	C Shape
05 12 00.M0	W Shape
05 31 00	Steel Decking
05 50 00.C1	1" Tie Rod
05 50 00.D2	4" Welded Wire Mesh "Living Wall" with vines
05 70 00.A1	
06 20 13.C1	Stained Wood Soffit
07 24 00.A1	EIFS On Insulation Board
07 40 00.A1	8"x8" Scupper Box

Keynote Legend.	
Key Value	Keynote Text
07 40 00.A2	4" Round Downspout
07 40 00.B2	6"x6" Square Gutter
07 42 43	Aluminum Faced Wall Panels
07 54 23.B1	TPO Roofing, Roof Board, 4" Rigid Insulation over Metal Deck
07 62 00.B1	4" Roof Edge
08 11 00.A2	Aluminum Steel Profile Door
08 11 13.A1	Hollow Metal Door and Frame
08 33 00.C1	Overhead Coiling Door With Motor
08 43 00.C1	Storefront/Steel Window System
08 51 13.A1	Steel Profile Aluminum Window
08 51 23	Steel Windows
09 00 00.A1	Gypsum Wall Assembly, Refer to Wall Types
09 24 00.A2	7/8" Cement Plaster
14 21 23.16	Machine Room-Less Traction Passenger Elevator
32 17 13	Wheel Stop



**SOUTH ELEVATION MATERIALS TAKEOFF**

TOTAL:	6293 SF
FENESTRATION:	1462 SF
RESULT:	4831 SF

ACM PANEL	108	2.23%
PAINTED STEEL DETAIL	229	4.75%
EIFS	523	10.81%
EXPOSED CONCRETE	303	6.27%
BRICK AND CAST STONE	3669	75.94%

**EAST ELEVATION MATERIALS TAKEOFF**

TOTAL:	10281 SF
FENESTRATION:	2083 SF
RESULT:	8198 SF

ACM PANEL	190	2.32%
PAINTED STEEL DETAIL	229	2.79%
EIFS	1036	12.64%
EXPOSED CONCRETE	534	6.51%
BRICK AND CAST STONE	621	7.574%

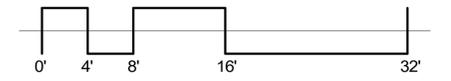


**2 Facade Plan - South**  
 scale: 1/8" = 1'-0"

**1 Facade Plan - East**  
 scale: 1/8" = 1'-0"

- FACADE PLAN NOTES**
- This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
  - All mechanical units shall be screened from public view as required by the Zoning Ordinance.
  - When permitted, exposed utility boxes and conduits shall be painted to match the building.
  - All signage areas and locations are subject to approval by Development Services.
  - Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official

	MODULAR BRICK	COLOR 1 CONGAREE VISTA, HANSEN BRICK
	MODULAR BRICK	COLOR 2 AUGUST, CHEROKEE BRICK
	EXTERIOR INSULATION AND FINISH SYSTEM	BASF 3908 CRESCENT
	EXPOSED CONCRETE	BUFFED AND SEALED
	METAL	BLACK PAINTED
	CAST STONE	BUFF COLOR
	WELDED WIRE MESH	BLACK PAINTED - PLANT VINES AS A LIVING SCREEN



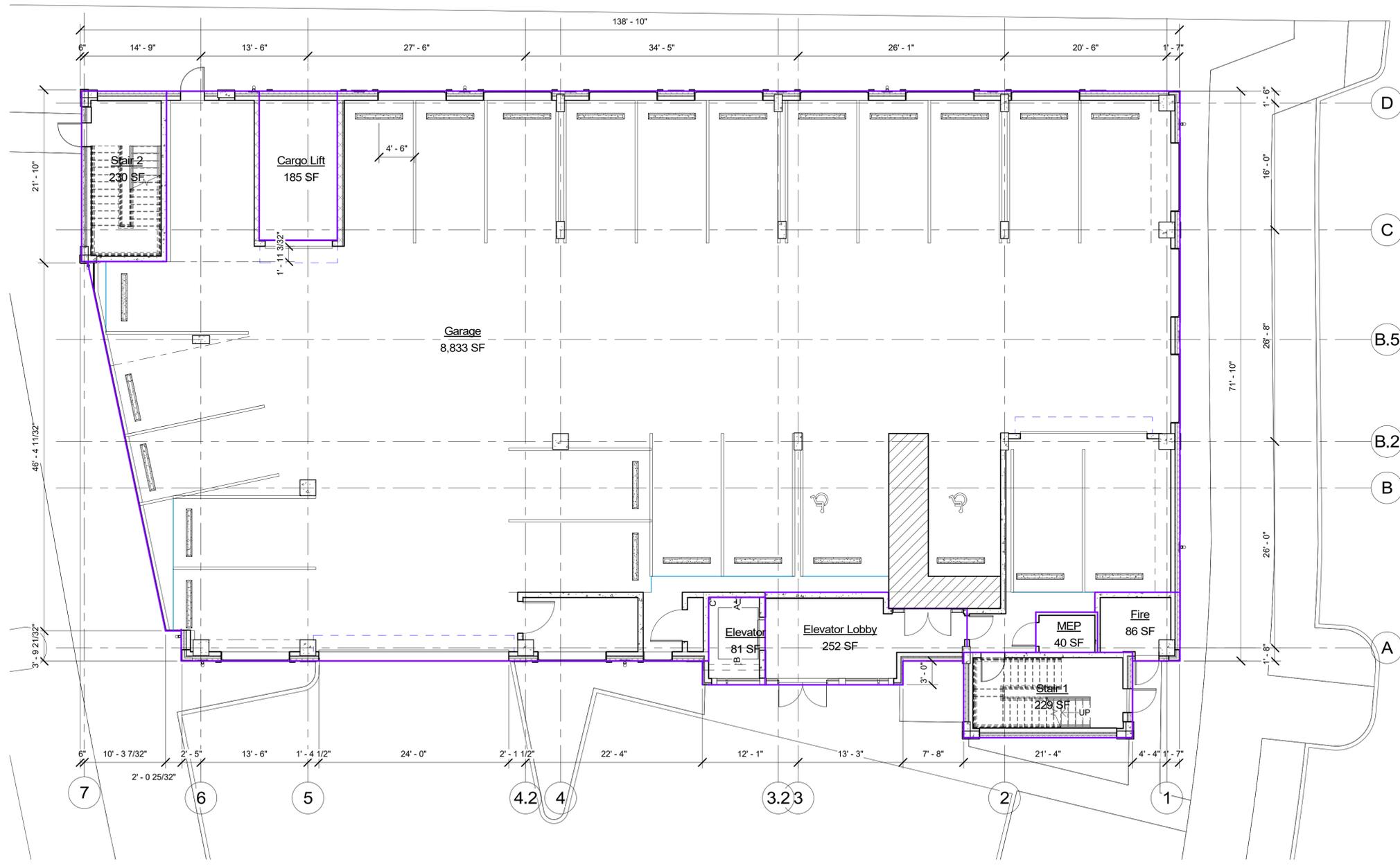
Owner:  
 J&B Baumann Holdings LLC  
 4801 Arapaho Road  
 Suite 100  
 Addison, Texas 75001

Architect/Applicator:  
 Greenlight Studio, LLC  
 100 N. Cottonwood Drive  
 Suite 104  
 Richardson, Texas 75080  
 v: 214.810.4535

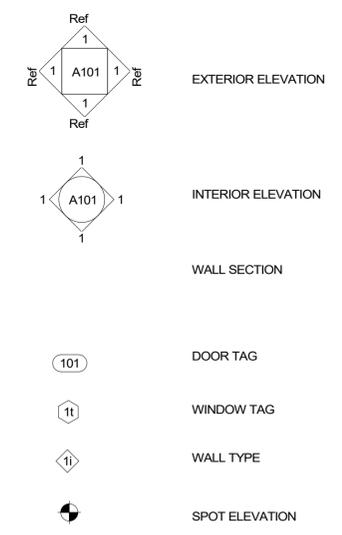
Civil Engineer:  
 Pacheco Koch  
 7557 Bentler Road  
 Suite 1400  
 Dallas, Texas 75231  
 v: 972.235.3331

**Baumann Building**  
 4901 Arapaho Road  
 Lot 1 Block A  
 Wingate Inn of Addison Addition  
 Addison, Texas  
 Town Project No. 1809-Z

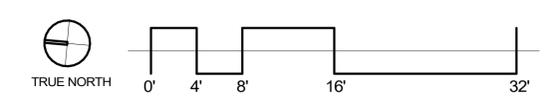
- ALL PARTITIONS ARE TO BE TYPE A UNLESS OTHERWISE NOTED.
- DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM THE ARCHITECT.
- CONTRACTOR TO VERIFY ALL MEP AND STRUCTURAL ENCLOSURES.
- DIMENSIONS SHOWN ON THE FLOOR PLANS ARE FROM CENTERLINE OF COLUMNS TO FACE OF FINISH OF INTERIOR WALLS AND TO FACE OF FINISH OF EXTERIOR WALLS UNLESS OTHERWISE INDICATED OR DETAILED.
- FOR FURTHER DIMENSIONING, SEE LARGE SCALE PLANS, SECTIONS, ELEVATIONS, AND DETAILS.
- SEE SHEET A8.01 FOR TYPICAL MOUNTING HEIGHTS OF PLUMBING FIXTURES AND TOILET ACCESSORIES.
- CAULK AT JUNCTURE OF INTERIOR FACES OF DOOR FRAMES, VIEW WINDOW FRAMES, EXT. WINDOW FRAMES, CABINET WORK, AND CASEWORK W/ ADJACENT MATERIALS EVEN THOUGH JOINT MAY NOT BE VISIBLE.
- PROVIDE 5/8" TYPE "X" GYP. BOARD ON ALL UNFINISHED WALLS.
- PROVIDE INSULATION ON ALL EXTERIOR WALLS AS INDICATED IN THE COMCHECK INCLUDED IN THE DOCUMENTS.
- ADD SUFFICIENT BLOCKING IN STUD WALLS TO SUPPORT ALL ITEMS OR EQUIPMENT SHOWN OR SPECIFIED TO BE ATTACHED TO THE WALLS. PROVIDE ADDITIONAL STRUCTURAL SUPPORT (ANGLES, CHANNELS, ETC.) WITHIN WALLS WHERE WEIGHT OF ATTACHED ITEMS IS TOO GREAT TO BE SUPPORTED BY METAL STUDS.
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- ALL DOOR FRAMES TO BE LOCATED 4" FROM ADJACENT WALL TO INSIDE OF DOOR FRAME UNLESS NOTED OTHERWISE.
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**1 Ground Floor**  
 scale: 1/8" = 1'-0"



DATE:	07/06/2020
PROJECT NO.:	19006
LAST REVISION:	10/22/20
SHEET TITLE:	Ground Floor
SHEET NUMBER:	G121



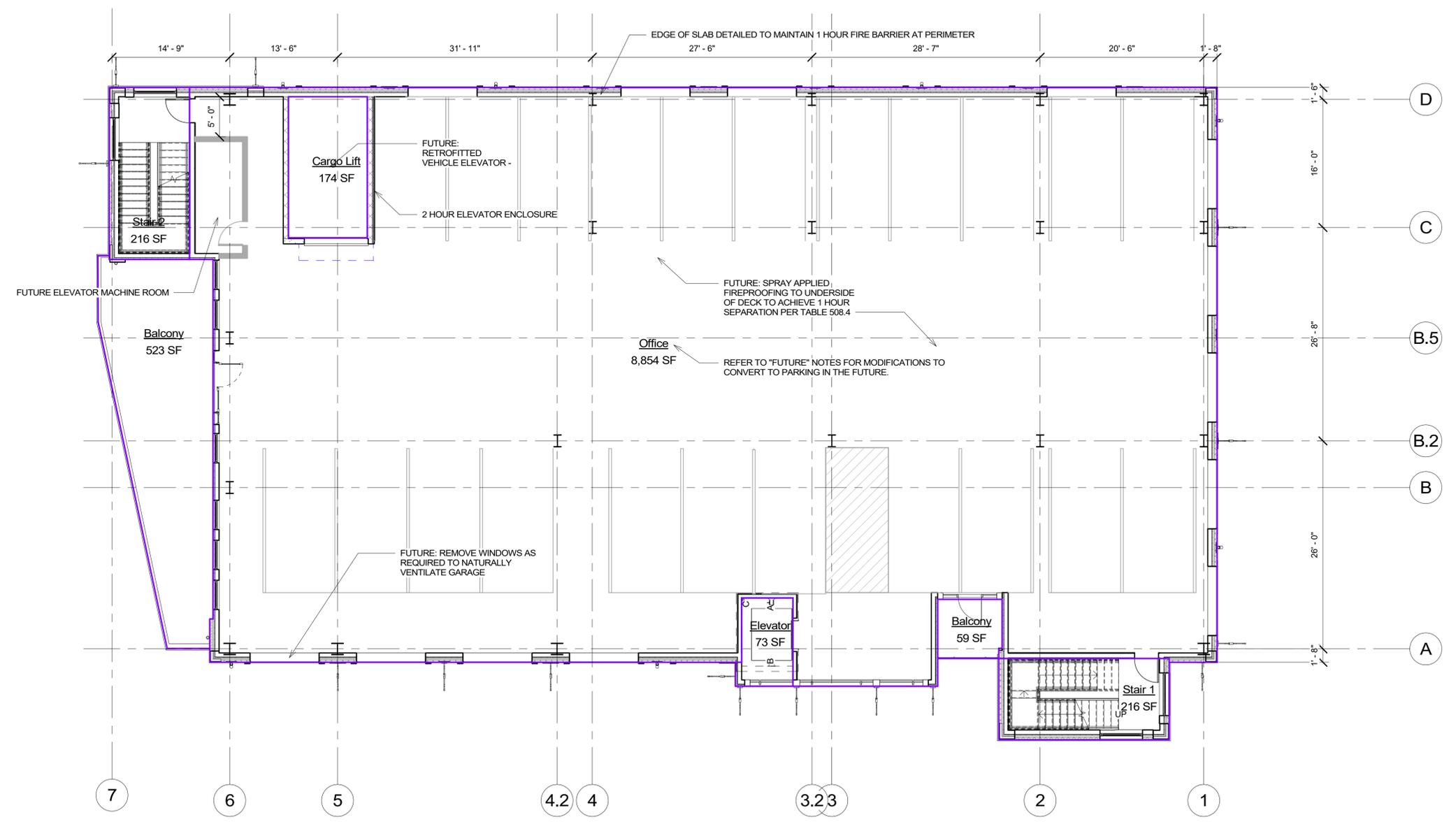
**Owner:**  
 JB Baumann Holdings LLC  
 4801 Arapaho Road  
 Suite 100  
 Addison, Texas 75001

**Architect/Applicant:**  
 Greenlight Studio, LLC  
 100 N. Cottonwood Drive  
 Suite 104  
 Richardson, Texas 75080  
 v: 214.810.4535

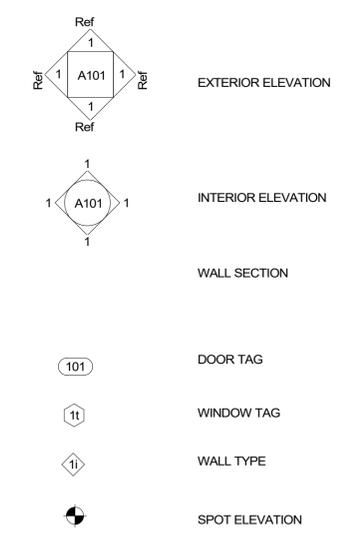
**Civil Engineer:**  
 Pacheco Koch  
 7557 Rambler Road  
 Suite 1400  
 Dallas, Texas 75231  
 v: 972.235.3331

**Baumann Building**  
 4901 Arapaho Road  
 Lot 1 Block A  
 Wingate Inn of Addison Addition  
 Addison, Texas  
 Town Project No. 1809-Z

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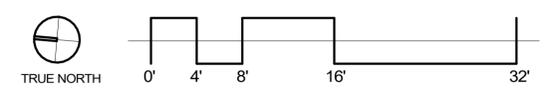
**1 Level 2**  
 scale: 1/8" = 1'-0"



DATE:	07/06/2020
PROJECT NO.:	19006
LAST REVISION:	10/22/20

SHEET TITLE:  
**Floor 2**

SHEET NUMBER:



**G122**

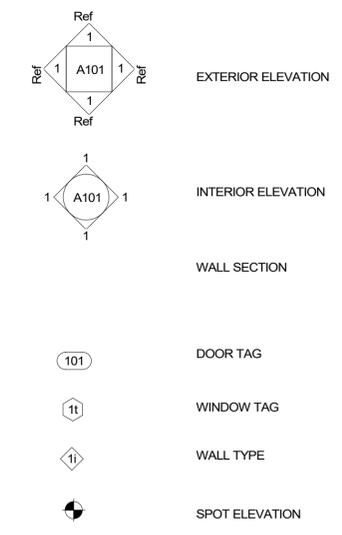
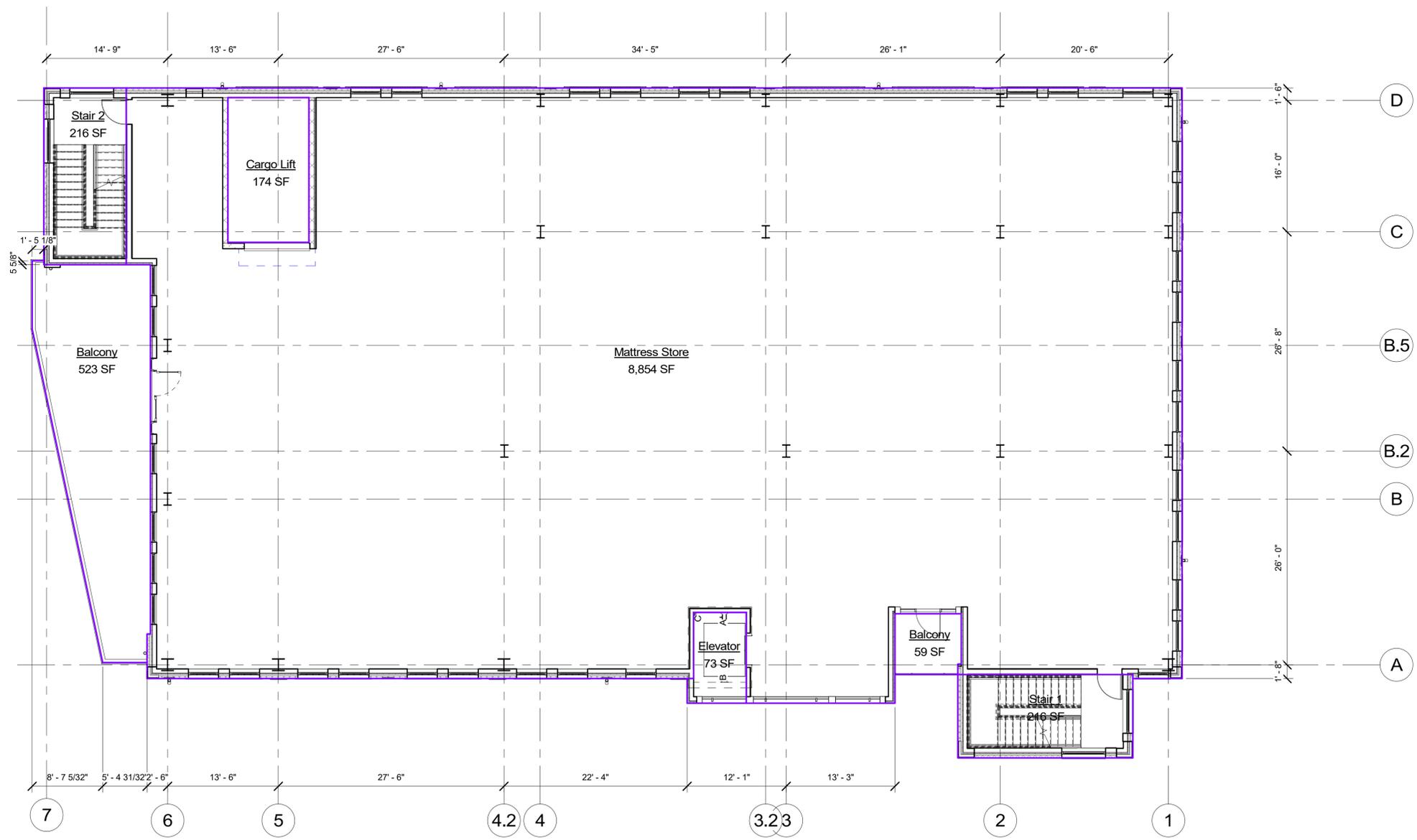
Owner:  
 JB Baumann Holdings LLC  
 4801 Arapaho Road  
 Suite 100  
 Addison, Texas 75001

Architect/Applicant:  
 Greenlight Studio, LLC  
 100 N. Cottonwood Drive  
 Suite 104  
 Richardson, Texas 75080  
 v: 214.810.4535

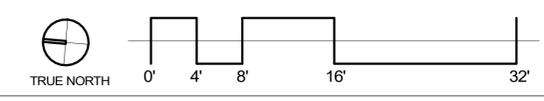
Civil Engineer:  
 Pacheco Koch  
 7557 Rambler Road  
 Suite 1400  
 Dallas, Texas 75231  
 v: 972.235.3331

**Baumann Building**  
 4901 Arapaho Road  
 Lot 1 Block A  
 Wingate Inn of Addison Addition  
 Addison, Texas  
 Town Project No. 1809-Z

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**1 Level 3** (LEVEL 4 - IDENTICAL - 9,381 SF USE - CLOTHIER)  
 scale: 1/8" = 1'-0"



DATE:	07/06/2020
PROJECT NO.:	19006
LAST REVISION:	10/22/20
SHEET TITLE:	Floor 3
SHEET NUMBER:	

**G123**

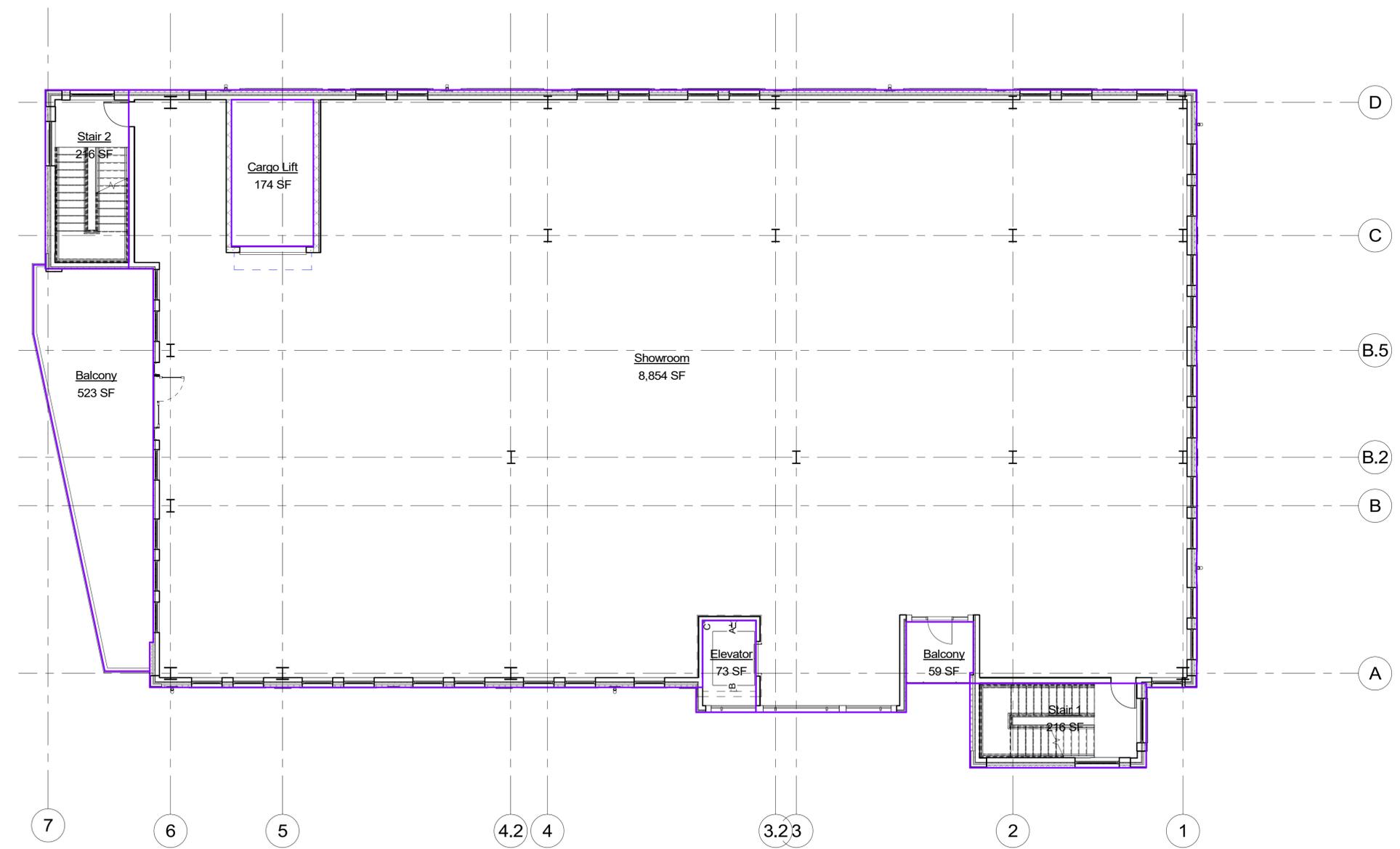
**Owner:**  
 JB Baumann Holdings LLC  
 4801 Arapaho Road  
 Suite 100  
 Addison, Texas 75001

**Architect/Applicant:**  
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 100 N. Cottonwood Drive  
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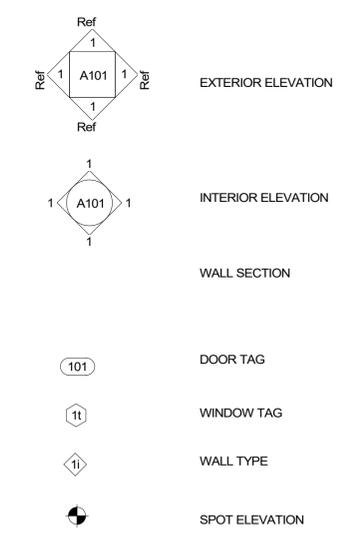
**Civil Engineer:**  
 Pacheco Koch  
 7557 Rimbler Road  
 Suite 1400  
 Dallas, Texas 75231  
 v: 972.235.3031

**Baumann Building**  
 4901 Arapaho Road  
 Lot 1 Block A  
 Wingate Inn of Addison Addition  
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 Town Project No. 1809-Z

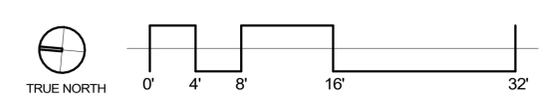
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**1 Level 4**  
 scale: 1/8" = 1'-0"



DATE:	07/06/2020
PROJECT NO.:	19006
LAST REVISION:	10/22/20
SHEET TITLE:	
Floor 4	
SHEET NUMBER:	



**G124**

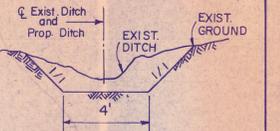




**CAUTION**  
 6" High Pressure Petroleum transmission line  
 Contractor Shall notify Petro-Fina (214) 750-2816  
 24 hrs. prior to Commencing ANY work in this Area.

Sta. 6+75  
 Cut 4.0'  
 STA. 6+75  
 Exist. Ground 621.76  
 Top 6" Gas line 617.00  
 E. Ditch 618.77

NOTE: FROM THIS POINT, CONTINUE NORTHEASTERLY, PARALLEL TO R.R. TRACK, CONCURRENT WITH EXIST. DITCH, APPROXIMATELY 150 L.F. (to Elev. 618.0) w/ TYPICAL DITCH IMPROVEMENT (See Section Below) min. 0.30% slope



APPROX. 575 L.F. DITCH IMPROVEMENT, 0.3% SLOPE

For Detail of this area See Sheet 16

DRAINAGE CALCULATIONS (Tech. Paper 40)  
 Rational Formula  $Q=CIA$ , where  $C=0.95$

$I = \text{Intensity, in./hr.}$   
 $I_{100}$  (min  $I = 11.6$ )  
 $(T_c = 10 \text{ minutes})$

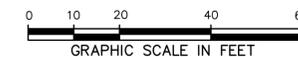
$A = \text{Area, acres}$



CITY OF ADDISON

ARAPAHO RD./QUORUM DR. IMPROVEMENTS  
 DRAINAGE AREA MAP

GINN, INC., Consulting Engineers  
 Designed - G.F. Drawn - G.F. Date - DECEMBER, 1983  
 Approved - H.W.G. Checked - G.F. Scale - 1" = 100' Sheet 12 OF 22



**LEGEND**

BL	BOLLARD	---	PROPERTY LINE
EM	ELECTRIC METER	-x-	FENCE
FP	POWER POLE	---	EXISTING CONTOUR
LS	LIGHT STANDARD	---	PROPOSED CONTOUR
WM	WATER METER	---	DRAINAGE FLOW DIRECTION
WV	WATER VALVE	---	100-YR FLOODPLAIN LIMITS
ICV	IRRIGATION CONTROL VALVE	---	DRAINAGE DIVIDE
FH	FIRE HYDRANT	DA 8	PROPOSED DRAINAGE AREA ID
MC	MANHOLE	1.00	AREA IN ACRES
MS	MANHOLE	7.99	Q <sub>100</sub> IN CUBIC FEET PER SECOND
TSC	TRAFFIC SIGNAL CONTROL		
TSP	TRAFFIC SIGNAL POLE		
TELE	TELEPHONE BOX		
FL	FLOOD LIGHT		
FP	FLAG POLE		
SIGN	TRAFFIC SIGN		

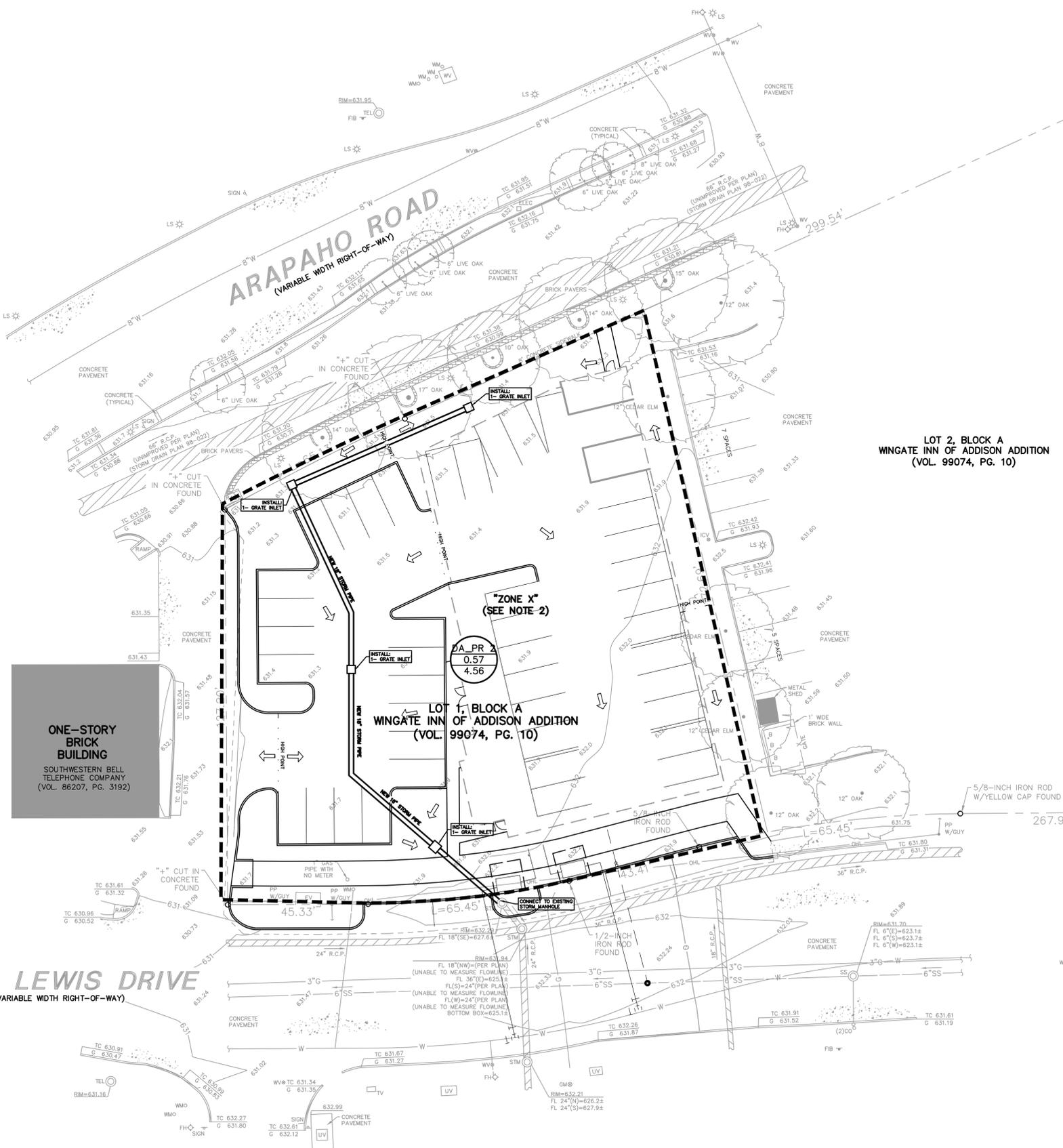
THE EXISTING DRAINAGE AREA MAP FOR THIS SITE WAS COMPLETED BY GINN, INC. CONSULTING ENGINEERS AS PART OF THE TOWN OF ADDISON-ARAPAHO ROAD/QUORUM DRIVE IMPROVEMENTS PACKAGE DATED DECEMBER 1983

EXISTING DRAINAGE AREA TABLE						
DRAINAGE AREA ID	AREA (acres)	C	T <sub>c</sub> (min)	I <sub>100</sub> (in/hr)	Q <sub>100</sub> (cfs)	COMMENTS
DA 1	0.57	0.95	10	11.6	6.28	DRAINS TO EXISTING STORM SYSTEM IN EDWIN LEWIS DRIVE

PROPOSED DRAINAGE AREA TABLE						
DRAINAGE AREA ID	AREA (acres)	C	T <sub>c</sub> (min)	I <sub>100</sub> (in/hr)	Q <sub>100</sub> (cfs)	COMMENTS
DA PR 2	0.57					
DA 8	4.56					

**GRADING & DRAINAGE GENERAL NOTES**

- REFER TO GEOTECHNICAL REPORT FOR REQUIREMENTS REGARDING FILL COMPACTION AND MOISTURE CONTENT.
- UNLESS NOTED, ALL FILL IS TO BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY WITHIN 3% OF OPTIMUM MOISTURE CONTENT. FILL TO BE PLACED IN MAXIMUM LIFTS OF 6 INCHES.
- SIDEWALKS AND ACCESSIBLE ROUTES SHALL HAVE A RUNNING SLOPE NO GREATER THAN 5% (UNLESS OTHERWISE NOTED) AND A CROSS SLOPE NO GREATER THAN 2%.
- GRADING OF ALL HANDICAPPED SPACES AND ROUTES TO CONFORM TO FEDERAL, STATE, AND LOCAL GUIDELINES.
- ALL PROPOSED AND EXISTING GRADES IN NON-PAVED AREAS ARE "FINISHED GRADE" (I.E. IN LANDSCAPE BEDS, TOP OF MULCH/BEDDING MATERIAL).
- UNLESS NOTED, STORM DRAIN LINES SHALL BE OF THE FOLLOWING MATERIALS AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS:
  - 6.A. RCP C-76, CLASS III
  - 6.B. ADS N-12
  - 6.C. HANCOR HI-Q
  - 6.D. CONTECH ALUMINIZED ULTRA FLOW
- UNLESS NOTED, GRATE INLETS TO BE "FORTERRA PIPE AND PRECAST" CATCH BASIN SIZED AS SHOWN, OR APPROVED EQUAL.
- FINAL PAVING, CURB, AND SIDEWALK ELEVATIONS WILL BE PLACED AT PLUS OR MINUS 0.03 FOOT.
- REFER TO LANDSCAPE SPECIFICATIONS FOR SEEDING AND SODDING REQUIREMENTS.
- ANY CONCRETE, ROCK, OR MATERIAL DEEMED BY THE ENGINEER TO BE UNSUITABLE FOR SUBGRADE SHALL BE DISPOSED OF OFFSITE AT CONTRACTOR'S EXPENSE.
- TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD TOWN SPECIFICATIONS.
- EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
- A ROUND MANHOLE COVER MEETING CITY SPECIFICATIONS SHALL BE PLACED IN ALL INLET TOPS NEAR THE OUTLET PIPE.
- ALL CONCRETE FOR INLETS AND DRAINAGE STRUCTURES SHALL CONFORM TO NCTCOG ITEM 702.2.4, CLASS "A" (3000 PSI) UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN STANDARD TOWN SPECIFICATIONS.
- CRUSHED STONE BEDDING OR APPROVED EQUAL SHALL BE PROVIDED BY THE CONTRACTOR WHEN ROCK IS ENCOUNTERED IN TRENCHES. THERE SHALL BE NO ADDITIONAL PAY ITEM FOR CRUSHED STONE BEDDING.
- IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.



**ONE-STORY BRICK BUILDING**  
SOUTHWESTERN BELL TELEPHONE COMPANY (VOL. 86207, PG. 3192)

**LOT 2, BLOCK A WINGATE INN OF ADDISON ADDITION (VOL. 99074, PG. 10)**

**LOT 1, BLOCK A WINGATE INN OF ADDISON ADDITION (VOL. 99074, PG. 10)**

**EDWIN LEWIS DRIVE (VARIABLE WIDTH RIGHT-OF-WAY)**

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY (SUBJECT TO REVISION PRIOR TO CONSTRUCTION)  
THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION BY ANY USE OF THESE DOCUMENTS. THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

NO.	DATE	REVISION
		7557 RAMBLER ROAD SUITE 1400 DALLAS, TX 75231 972.235.3031 TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-10008000

**Pacheco Koch**

**PRELIMINARY DRAINAGE PLAN**

**BAUMANN BUILDING**

**LOT 1, BLOCK A**

**4901 ARAPAHO RD.**

**TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

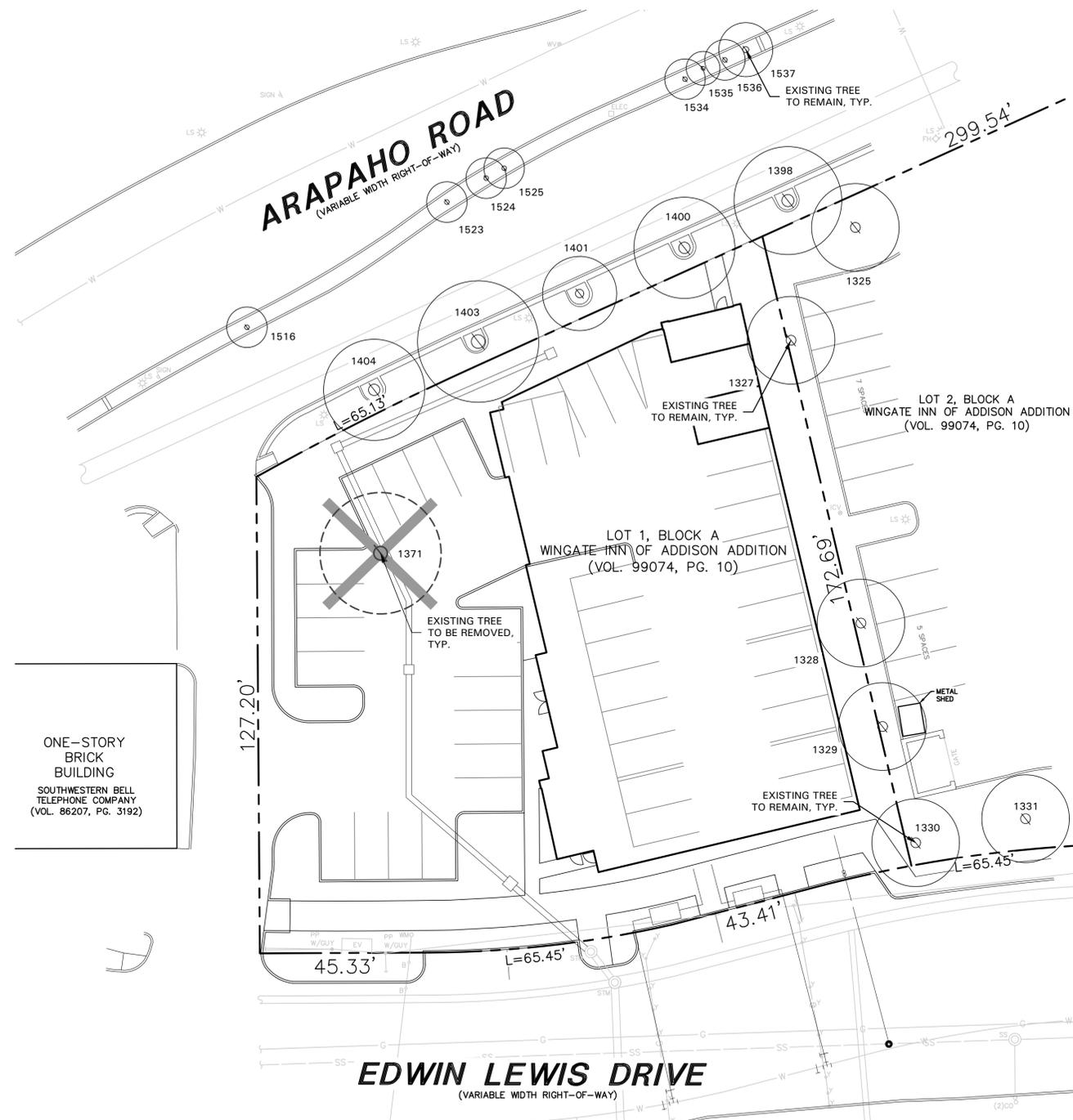
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**PRELIMINARY NOT FOR CONSTRUCTION**  
THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.  
PLANS PREPARED UNDER THE DIRECT SUPERVISION OF EMILY M. ZOELLNER, P.E. TEXAS REGISTRATION NO. 123461 DATE: 10/06/2020

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BAUMANN BUILDING

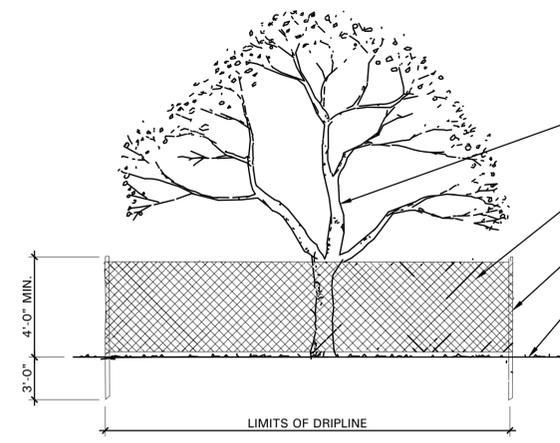




TREE SURVEY FIELD DATA				
No.	Di. (Inches)	Species (Common name)	Status	Remarks
1325	12	OAK	TO REMAIN	OUTSIDE OF PROPERTY
1327	12	CEDAR ELM	TO REMAIN	OUTSIDE OF PROPERTY
1328	12	CEDAR ELM	TO REMAIN	OUTSIDE OF PROPERTY
1329	12	CEDAR ELM	TO REMAIN	OUTSIDE OF PROPERTY
1330	12	OAK	TO REMAIN	OUTSIDE OF PROPERTY
1331	12	OAK	TO REMAIN	OUTSIDE OF PROPERTY
1371	17	OAK	TO BE REMOVED	
1398	15	OAK	TO REMAIN	OUTSIDE OF PROPERTY
1400	14	OAK	TO REMAIN	OUTSIDE OF PROPERTY
1401	10	OAK	TO REMAIN	OUTSIDE OF PROPERTY
1403	17	OAK	TO REMAIN	OUTSIDE OF PROPERTY
1404	14	OAK	TO REMAIN	OUTSIDE OF PROPERTY
1516	6	LIVE OAK	TO REMAIN	OUTSIDE OF PROPERTY
1523	6	LIVE OAK	TO REMAIN	OUTSIDE OF PROPERTY
1524	6	LIVE OAK	TO REMAIN	OUTSIDE OF PROPERTY
1525	6	LIVE OAK	TO REMAIN	OUTSIDE OF PROPERTY
1534	6	LIVE OAK	TO REMAIN	OUTSIDE OF PROPERTY
1535	5	LIVE OAK	TO REMAIN	OUTSIDE OF PROPERTY
1536	6	LIVE OAK	TO REMAIN	OUTSIDE OF PROPERTY
1537	8	LIVE OAK	TO REMAIN	OUTSIDE OF PROPERTY
Total Caliper Inches on Site				17
Total Caliper Inches Removed				17
Total Mitigation Inches Required				17

**TREE PRESERVATION NOTES**

- EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND DRIP LINE (CANOPY) OF TREE.
- IF ANY ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION / CONSTRUCTION, NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. IT IS RECOMMENDED THAT A LICENSED ARBORIST BE SECURED FOR THE TREATMENT OF ANY POSSIBLE TREE WOUNDS.
- NO DISTURBANCE OF THE SOIL GREATER THAN 4" SHALL BE LOCATED CLOSER TO THE TREE TRUNK THAN 1/2 THE DISTANCE OF THE DRIP LINE TO THE TREE TRUNK. A MINIMUM OF 75% OF THE DRIP LINE AND ROOT ZONE SHALL BE PRESERVED AT NATURAL GRADE.
- ANY FINE GRADING DONE WITHIN THE CRITICAL ROOT ZONES OF THE PROTECTED TREES MUST BE DONE WITH LIGHT MACHINERY SUCH AS A BOBCAT OR LIGHT TRACTOR. NO EARTH MOVING EQUIPMENT WITH TRACKS IS ALLOWED WITHIN THE CRITICAL ROOT ZONE OF THE TREES.
- NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE DRIP LINE OF ANY TREE.
- NO EQUIPMENT MAY BE CLEANED OR TOXIC SOLUTIONS, OR OTHER LIQUID CHEMICALS, SHALL BE DEPOSITED WITHIN THE LIMITS OF THE DRIP LINE OF A TREE, INCLUDING BUT NOT LIMITED TO: PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
- NO SIGNS, WIRES OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
- NO VEHICULAR / CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE DRIP LINE OF TREES.
- BORING OF UTILITIES MAY BE PERMITTED UNDER PROTECTED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES.
- IRRIGATION TRENCHING WHICH MUST BE DONE WITHIN THE CRITICAL ROOT ZONE OF A TREE SHALL BE DUG BY HAND AND ENTER THE AREA IN A RADIAL MANNER.
- ALL TREES TO BE REMOVED FROM THE SITE SHALL BE FLAGGED BY THE CONTRACTOR WITH BRIGHT RED VINYL TAPE (3" WIDTH) WRAPPED AROUND THE MAIN TRUNK AT A HEIGHT OF FOUR (4') FEET ABOVE GRADE. FLAGGING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO ANY TREE REMOVAL. CONTRACTOR SHALL CONTACT OWNER'S AUTHORIZED REPRESENTATIVE WITH 72 HOURS NOTICE TO SCHEDULE ON-SITE MEETING.
- ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREE'S DRIP LINE. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR (4') FOOT APPROXIMATE HEIGHT. THE PROTECTIVE FENCING SHALL BE LOCATED AS INDICATED ON THE TREE PROTECTION DETAIL.
- WHEN A LOW HANGING LIMB IS BROKEN DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR PRUNE ANY PORTION OF THE DAMAGED TREE WITHOUT THE PRIOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE.



**01 TREE PROTECTIVE FENCING**  
NOT TO SCALE

- REFER TO PLAN FOR EXISTING TREE TO REMAIN
- SNOW FENCE, ORANGE VINYL CONSTRUCTION FENCE, OR CHAINLINK FENCE
- METAL T-POST PLACED NO FURTHER THAN 8' APART
- EXISTING GRADE TO REMAIN UNDISTURBED



4245 North Central Expy  
Suite 501  
Dallas, Texas 75205  
214.865.7192 office



**Baumann Building**

4901 Arapaho Road  
Lot 1, Block A  
Wingate Inn of Addison Addition  
Addison, Texas  
Town Project No. 1809-Z

Project Number: 19147  
Issue Date: 01.24.2020  
Drawn By: NAY  
Checked By: KAH

Revisions  
No: Date: Detail:  
03.27.20 Town Comments  
10.09.20 Town Comments

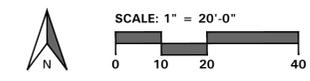
Sheet Title:  
**TREE PRESERVATION PLAN**

Sheet Number:  
**L1.01**

**Owner:** JR Baumann Holdings LLC  
4801 Arapaho Road  
Suite 100  
Addison, Texas 75001

**Architect/Applicant:** Greenlight Studio LLC  
100 N. Cottonwood Drive  
Suite 104  
Richardson, Texas 75080  
214.810.4535

**Civil Engineer:** Pacheco Koch  
7557 Rambler Road  
Suite 1400  
Dallas, Texas 75231  
972.235.3031





**Baumann Building**

4901 Arapaho Road  
Lot 1, Block A  
Wingate Inn of Addison Addition  
Addison, Texas  
Town Project No. 1809-Z

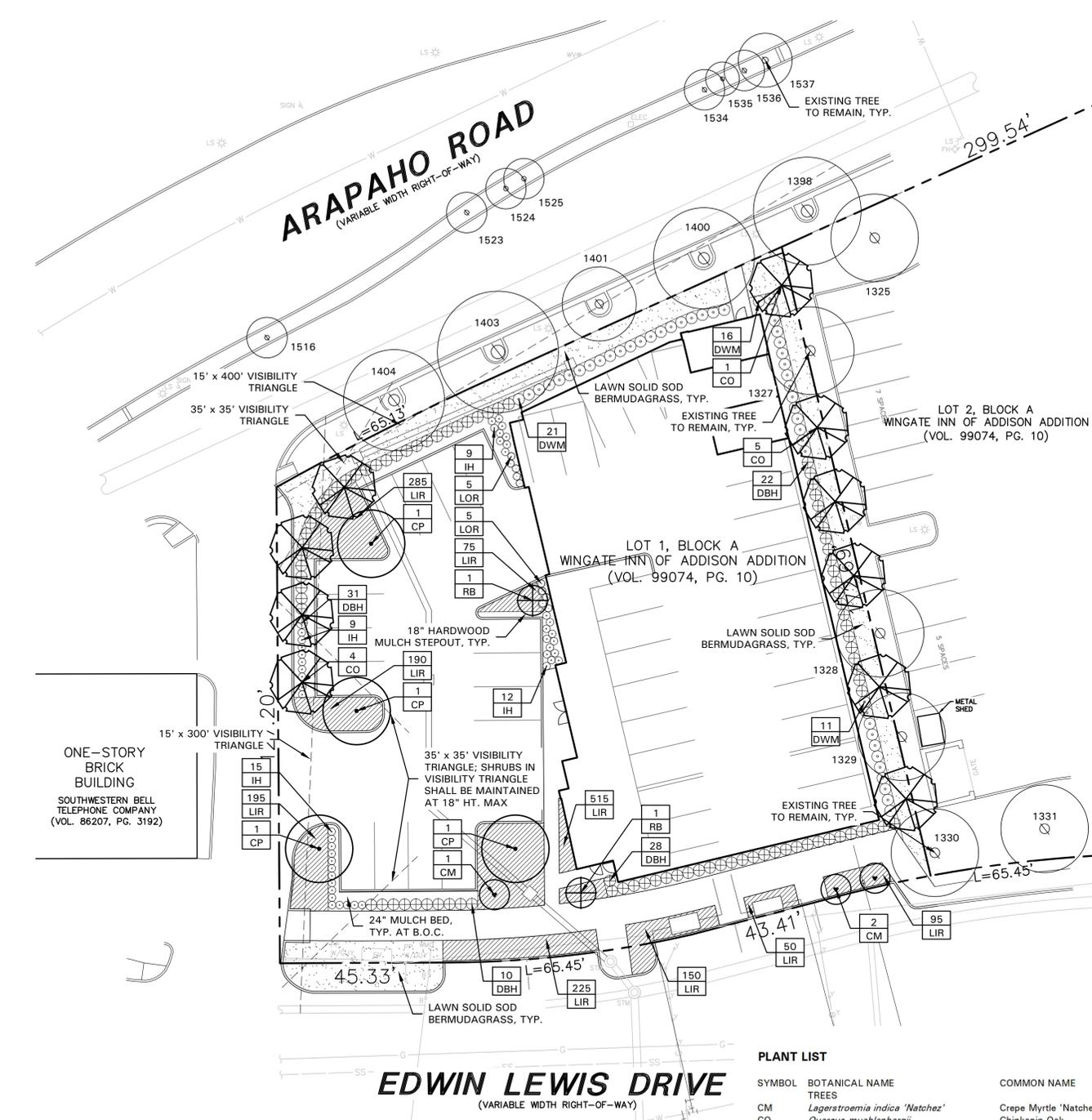
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Revisions  
No: Date: Detail:  
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10.09.20 Town Comments

Sheet Title:

**LANDSCAPE PLAN**

Sheet Number:  
**L2.01**



**LANDSCAPE NOTES**

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

**MAINTENANCE NOTES**

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

**GENERAL LAWN NOTES**

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

**SOLID SOD NOTES**

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

**LANDSCAPE TABULATIONS**  
THE CITY OF ADDISON, TEXAS

**SITE LANDSCAPE**

1. 20% of the site to be landscape area.  
Total Site Area: 24,730 s.f. (0.57 acre)

Required 4,946 s.f. (20%)	Provided 6,005 s.f. (24%)
------------------------------	------------------------------

**STREET LANDSCAPE BUFFER**

- 20' landscape buffer.
- One (1) shade tree, 4" cal., per 30 l.f. of street frontage.
- Evergreen shrubs planted 3' to 3.5' on center.

**Arapaho Road: 150 l.f.**

Required 20' landscape buffer (5) trees, 4" cal.	Provided provided (4) existing trees (1) tree, 4" cal. evergreen shrubs 3' o.c.
--	---

**Edwin Lewis Drive: 177 l.f.**

Required 20' landscape buffer (6) trees, 4" cal.	Provided provided (1) tree, 4" cal. (4) trees, 3" cal. evergreen shrubs 3' o.c.
--	---

**PARKING LOT PERIMETER**

- One (1) tree, 4" cal., per 35 l.f. of perimeter.
- Evergreen shrubs planted 3' to 3.5' on center.

Parking Lot Perimeter: 185 l.f.

Required (5) shade tree, 4" cal. evergreen shrubs, 3' o.c.	Provided (5) shade tree, 4" cal. evergreen shrubs, 3' o.c.
--	--

**PARKING LOT SCREENING**

- Evergreen shrubs, 3' ht., planted 3' on center in a single row in a bed at least 42" wide.
- Evergreen shrubs, 3' ht., must be at least 3.5' higher than the finished elevation of the adjacent parking lot.

Required evergreen shrubs, 3' ht.	Provided evergreen shrubs, 3' ht.
--------------------------------------	--------------------------------------

**PARKING LOT LANDSCAPE**

- 5% of the total parking area to be landscaped.
- One (1) large shade tree per 10 parking spaces.

Total Parking Area: 5,659 s.f.  
Total Parking spaces: 18

Required 284 s.f. (5%) (2) shade trees, 4" cal.	Provided 1,308 s.f. (23%) (2) shade trees, 4" cal.
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**PLANT LIST**

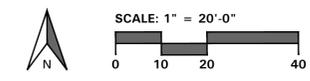
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
<b>TREES</b>					
CM	<i>Lagerstroemia indica</i> 'Natchez'	Crepe Myrtle 'Natchez'	3	8' ht.	container grown, 3-5 trunk, no cross canes, 8' ht., 4' spread, matching
CO	<i>Quercus muehlenbergii</i>	Chinkapin Oak	10	4" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
CP	<i>Pistacia chinensis</i>	Chinese Pistache	4	4" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
RB	<i>Cercis canadensis</i> 'Oklahoma'	Oklahoma Redbud	2	3" cal.	container grown, 8' ht., 4' spread min.
<b>SHRUBS/GROUND COVER</b>					
DBH	<i>Ilex cornuta</i> 'Dwarf Burford'	Dwarf Burford Holly	91	5 gal.	container full, 20" spread, 36" o.c.
DWM	<i>Myrica pusilla</i>	Dwarf Wax Myrtle	48	5 gal.	container full, 20" spread, 36" o.c.
IH	<i>Raphiolepis indica</i> 'Clara'	Indian Hawthorne 'Clara'	45	5 gal.	container full, 20" spread, 24" o.c.
LIR	<i>Liriope muscari</i> 'Big Blue'	Liriope 'Big Blue'	1780	4" pots	container full top of container, 12" o.c.
LOR	<i>Loropetalum chinensis</i> 'Plum Delight'	Loropetalum 'Plum Delight'	10	3 gal.	container full, 18" spread, 24" o.c.
	<i>Cynodon dactylon</i>	Common Bermudagrass			solid sod, refer to Solid Sod Notes

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.  
PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.  
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

**Owner:**  
JR Baumann Holdings LLC  
4801 Arapaho Road  
Suite 100  
Addison, Texas 75001

**Architect/Applicant:**  
Greenlight Studio LLC  
100 N. Cottonwood Drive  
Suite 104  
Richardson, Texas 75080  
214.810.4535

**Civil Engineer:**  
Pacheco Koch  
7557 Rambler Road  
Suite 1400  
Dallas, Texas 75231  
972.235.3031



**SECTION 32 9300 - LANDSCAPE**

**PART 1 - GENERAL**

**1.1 REFERENCED DOCUMENTS**

- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

**1.2 DESCRIPTION OF WORK**

- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:
  1. Planting (trees, shrubs and grasses)
  2. Bed preparation and fertilization
  3. Notification of sources
  4. Water and maintenance until final acceptance
  5. Guarantee

**1.3 REFERENCE STANDARDS**

- A. American Standard for Nursery Stock published by American Association of Nurserymen: April 14, 2014 Edition; by American National Standards Institute, Inc. (Z60.1) – plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 - Cornell University

**1.4 NOTIFICATION OF SOURCES AND SUBMITTALS**

- A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

**1.5 JOB CONDITIONS**

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

**1.6 MAINTENANCE AND GUARANTEE**

- A. Maintenance:
  1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
  2. Maintenance shall include watering of trees and plants, cultivation, weeding, spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
  3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
- B. Guarantee:

- 1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry have been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
  - a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
  - b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
  - c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.
- 2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
- 3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
- 4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume maintenance on the accepted work.
- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

**1.7 QUALITY ASSURANCE**

- A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- C. Selection of Plant Material:
  1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or exceed project specifications.
  2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.
  3. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
  4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions,

do not measure from branch or root tip-to-tip.

- 5. Owner's Authorized Representative shall inspect all plant material with requirements for genus, species, cultivar / variety size and quality.
- 6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects.
- 7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.

**1.8 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Preparation:
  1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.
  2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.
- B. Delivery:
  1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.
  2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
  3. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.
  4. Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.
  5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.
  6. Remove rejected plant material immediately from job site.
  7. To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

**PART 2 - PRODUCTS**

**2.1 PLANTS**

- A. General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.
- B. Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.
- C. Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.
- D. Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as

specified at no additional cost to the Owner.

- E. Trees shall be healthy, full-branched, well-shaped, and shall meet the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree loose in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature conforms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)
- F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner.

**2.2 SOIL PREPARATION MATERIALS**

- A. Sandy Loam:
    1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.
    2. Physical properties as follows:
      - a. Clay – between 7-27 percent
      - b. Silt – between 15-25 percent
      - c. Sand – less than 52 percent
    3. Organic matter shall be 3%-10% of total dry weight.
    4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
  - B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
  - C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.
  - D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
  - E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.
  - F. Organic Fertilizer: FertiLaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.
  - G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus micronutrients.
  - H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.
- 2.3 MISCELLANEOUS MATERIALS**
- A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDEGE Heavy Duty Steel.
  - B. Staking Material for Shade Trees: refer to details.
  - C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.
  - D. Filter Fabric: "Mirafi Mirascape" by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.
  - E. River Rock: "Colorado" or native river rock, 2" - 4" dia.

- F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

**PART 3 - EXECUTION**

**3.1 BED PREPARATION & FERTILIZATION**

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- B. All planting areas shall be conditioned as follows:
  1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
  2. All planting areas shall receive a two (2") inch layer of specified mulch.
  3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

**C. Grass Areas:**

- 1. Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.

**3.2 INSTALLATION**

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.
- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.
- F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than its vertical dimension. Remove and haul from site all rocks and stones over three-quarter (¾) inch in diameter. Plants should be thoroughly moist before removing containers.
- G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.
- H. Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per

tree planting detail as approved by the Landscape Architect if the percolation test fails.

- I. Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top ½ of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of "root scoring".
- J. Do not wrap trees.
- K. Do not over prune.
- L. Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.
- M. All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.
- N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3') feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.
- P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.

- 1. Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.
- 2. Pruning shall be done with clean, sharp tools.
- 3. Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.
- Q. Steel Curbing Installation:
  1. Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
  2. All steel curbing shall be free of kinks and abrupt bends.
  3. Top of curbing shall be ½" maximum height above final finished grade.
  4. Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
  5. Do not install steel edging along sidewalks or curbs.
  6. Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.

**3.3 CLEANUP AND ACCEPTANCE**

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.

END OF SECTION



4245 North Central Expy  
Suite 501  
Dallas, Texas 75205  
214.865.7192 office



**Baumann Building**  
4901 Arapaho Road  
Lot 1, Block A  
Wingate Inn of Addison Addition  
Addison, Texas  
Town Project No. 1809-Z

Project Number: 19147  
Issue Date: 01.24.2020  
Drawn By: NAY  
Checked By: KAH

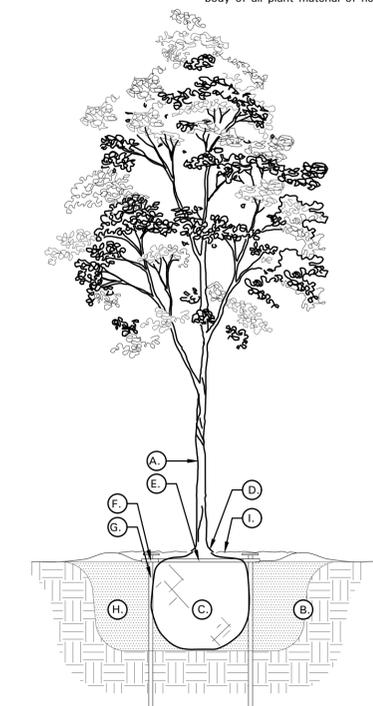
Revisions  
No: Date: Detail:  
03.27.20 Town Comments  
10.09.20 Town Comments

**Owner:**  
JR Baumann Holdings LLC  
4801 Arapaho Road  
Suite 100  
Addison, Texas 75001

**Architect/Applicant:**  
Greenlight Studio LLC  
100 N. Cottonwood Drive  
Suite 104  
Richardson, Texas 75080  
214.810.4535

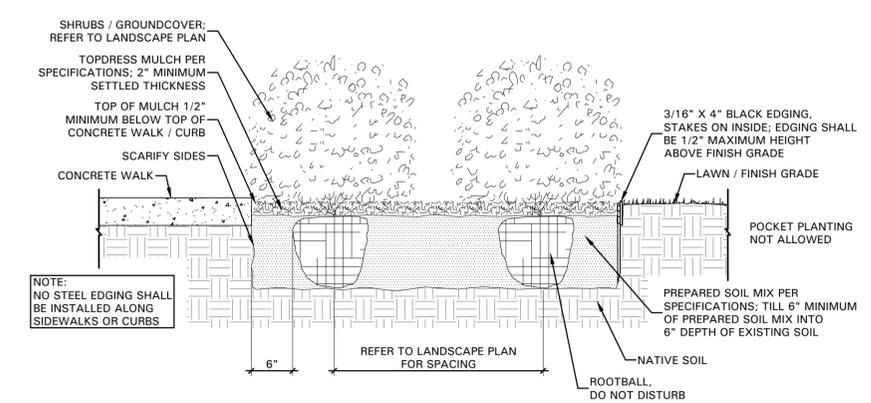
**Civil Engineer:**  
Pacheco Koch  
7557 Rambler Road  
Suite 1400  
Dallas, Texas 75231  
972.235.3031

Sheet Title:  
**LANDSCAPE SPECIFICATIONS AND DETAILS**  
Sheet Number:  
**L2.02**



**TREE PLANTING DETAIL LEGEND AND NOTES**

- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org
- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.
- C. ROOT BALL: REMOVE TOP ½ BURLAP AND ANY OTHER FOREIGN OBJECT. CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.
- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.
- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL, TRUNK SHOULD BE IN THE CENTER OF THE RING.
- F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.
- G. NAIL STAKE: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR Mallet FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).
- H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.
- I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED. BELOW GROUND STAKE SHOULD NOT BE VISIBLE.
- J. TREE STAKES: TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL IS AVAILABLE FROM: Tree Stake Solutions ATTN: Jeff Tuley (903) 676-6143 jeff@treestakesolutions.com www.treestakesolutions.com OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.
- K. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



**02 SHRUB / GROUNDCOVER DETAIL**  
NOT TO SCALE



**01 TREE PLANTING DETAIL**  
NOT TO SCALE

**Council Meeting**

16.

**Meeting Date:** 11/10/2020

**Department:** Development Services

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**AGENDA CAPTION:**

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on Property Located at 3820 Belt Line Road, from PD, Planned Development, to a New PD District to Allow a Two-Story Retail and Office Building.** Case 1818-Z/3820 Belt Line Road.

**BACKGROUND:**

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on October 20, 2020, voted to recommend approval of an ordinance changing the zoning on property located at 3820 Belt Line Road, from PD, Planned Development, to a new PD district to allow a two-story retail and office building, without conditions.

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

**SPEAKERS AT THE PUBLIC HEARING:**

For: none

On: Jane Lenz, 3942 Asbury Lane, Asbury Circle Townhomes, Addison

Against: none

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

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Ordinance - 3820 Belt Line

Staff Report - 1818-Z 3820 Belt Line

Plans - 1818-Z 3820 Belt Line

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**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO REZONE 2.034 ACRES OF PROPERTY LOCATED AT 3820 BELT LINE ROAD FROM PLANNED DEVELOPMENT DISTRICT O93-018, AS AMENDED BY ORDINANCE O15-030, TO PLANNED DEVELOPMENT DISTRICT \_\_\_\_\_ BASED ON BELT LINE (BL) DISTRICT REGULATIONS WITH MODIFIED DEVELOPMENT STANDARDS; 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 October 20, 2020 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development District (Case No.1818-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 \_\_\_\_\_ is hereby established for the 2.034 acres of land located at 3820 Belt Line Road, and more specifically described in **Exhibit A** attached hereto and incorporated herein (the “Property”), in accordance with all Belt Line (BL) zoning district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following modifications:

- A. The property may be developed with modifications to the BL (BL) design standards for block length and external façade glazing as shown in **Exhibit B** attached hereto and incorporated herein.
- B. The minimum lot size for this Planned Development shall be 2.034 acres.

C. The south facade of the proposed new commercial building shall be 73% brick or stone and 17% glazing.

**Section 3.** The property shall be improved in accordance with the site plan, floor plans, landscape plans, and building elevations set forth in **Exhibit B**.

**Section 4.** Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

**Section 5.** 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 6.** All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 7.** This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,** on this the 13<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

CASE NO:

PUBLISHED ON:

1818-Z/3820 Belt Line Road

\_\_\_\_\_

**EXHIBIT A**

BEING part of Lot 1-R, Block A, of Printemps Addition No. 2, and addition to the Town of Addison, according to the plat thereof, recorded in Volume 92162, Page 2251, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the South line of Belt Line Road, a variable width right-of-way, at the Northwest corner of Lot 1, Block E, of the Replat of Asbury Circle, an addition to the Town of Addison, according to the plat thereof, recorded In Instrument No. 200900017267, Official Public Records, Dallas County, Texas;

THENCE South 00°59'34" West, a distance of 30.50' to a 1/2" iron rod found at an interior corner of said Asbury addition;

THENCE South 39°49'52" West, passing at a distance of 262.96' the West corner of said Lot 1, same being a Northerly corner of Lot 3C-1, Block D, of the Replat of Lots 3A, 38, 3C-1, 4R-1 and 5, an addition to the Town of Addison, Dallas County, Texas, and continuing a total distance of 324.75' to an "X" found in concrete, at an interior corner of said Replat, said point being the in a curve to the left having a central angle of 38°50'18", a radius of 184.12' and a chord bearing and distance of North 69°35'17" West, 122.43';

THENCE Northwesterly, along said curve to the left, an arc distance of 124.81' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the interior North line of said Lot 3C-1;

THENCE North 89°00'26" West, a distance of 101.42' to an "X" cut set in concrete at an interior corner of said Lot 3C-1;

THENCE North 00°59'34" East, a distance of 212.25' to a 1/2' iron rod with a yellow plastic cap stamped "RPLS 5310" set in the most Northerly East line of said Lot 3C-1;

THENCE North 45°59'34" East, a distance of 56.57' to a to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 0" set in the said South line of Belt Line Road;

THENCE South 89°00'26" East, along said South line, a distance of 256.29' to an "X" set in concrete for comer;

THENCE South 83°34'49" East, continuing along said South line, a distance of 100.45' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 531 0" set for corner;

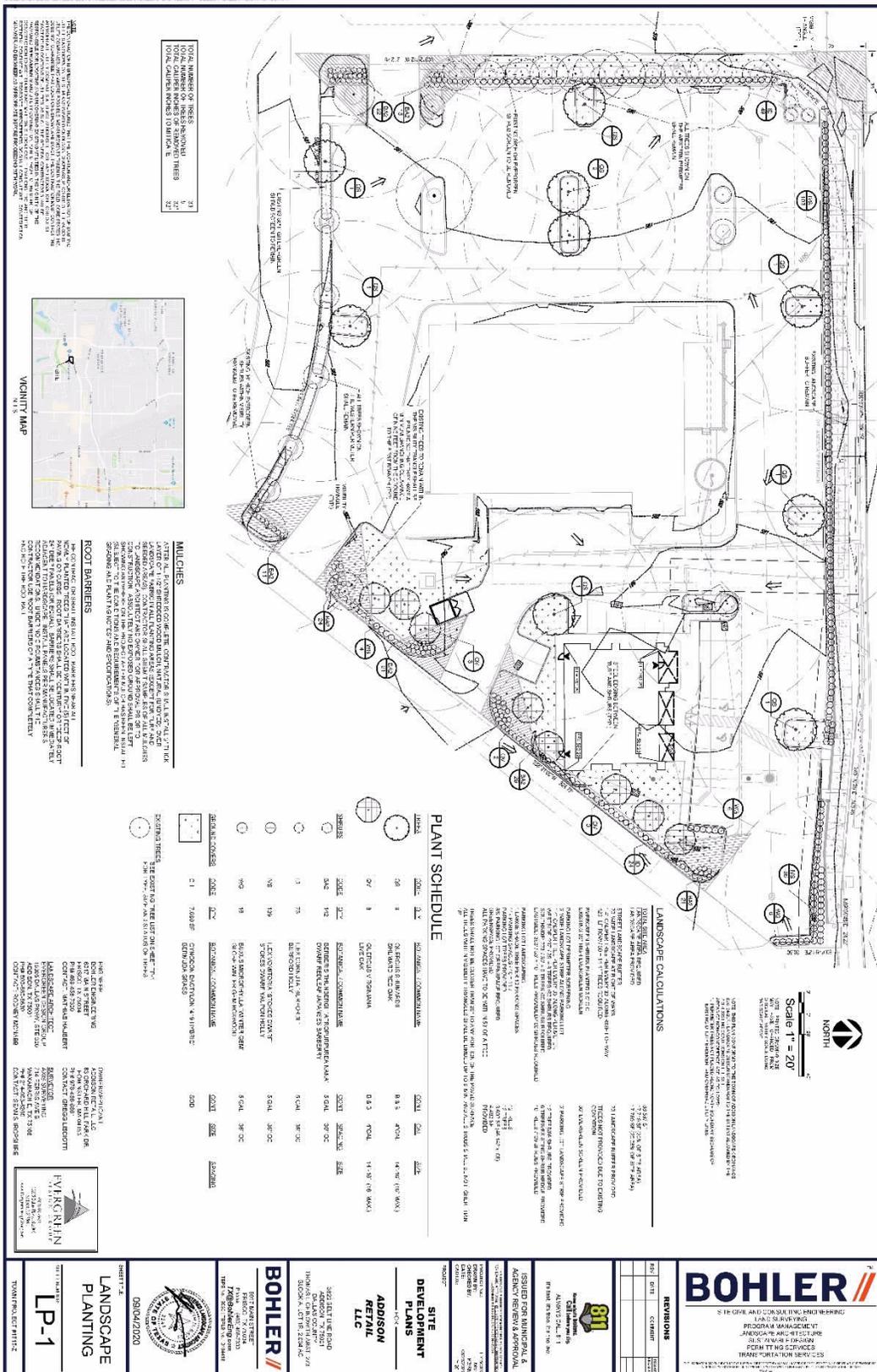
THENCE South 89°00'26" East, continuing along said South line, a distance of 24.25' to the PLACE OF BEGINNING and containing 88,597 square feet or 2.034 acres of land.







**EXHIBIT B**















# 1818-Z

**PUBLIC HEARING** Case 1818-Z/3820 Belt Line Road. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 3820 Belt Line Road, from PD, Planned Development, to a new PD district to allow a two-story retail and office building.

## LOCATION MAP





October 20, 2020

## STAFF REPORT

RE: Case 1818-Z/3820 Belt Line Road

LOCATION: 3820 Belt Line Road

REQUEST: Approval of an ordinance changing the zoning from Planned Development (PD) district, through Ordinance O93-018, as amended by Ordinance O15-030, to a new PD district in order to permit development of a new two-story retail and office building.

APPLICANT: Gregg Lisciotti, Addison Retail LLC

### DISCUSSION:

Background: This 2.034-acre property is part of a Planned Development (PD) district through Ordinance O93-018, as amended by Ordinance O15-030. This is a large PD that applies to several properties including Addison Town Center. The property currently contains a one-story restaurant building, previously occupied by Humperdink's Restaurant and Brewpub. The building has been vacant since May 2017.

Addison Retail LLC recently purchased the property with the intent to develop a retail center. Given the existing site is governed by the previously approved development plans, such action requires a rezoning.

In 2006, the Town established the Belt Line District, requiring all properties along the Belt Line Road corridor to follow the envisioned standards as they redevelop in order to accommodate more density and provide for a more pedestrian friendly experience. The intent of this zoning district is:

1. To provide a comfortable and attractive environment for pedestrians which includes such things as buildings framing public space, street trees, lighting and awnings.
2. To construct buildings close to the sidewalk and street.
3. To construct continuous building frontage along block faces except where it is desirable to provide for pedestrian and auto pass-throughs to parking at mid-block.

4. To provide shared parking both on-street and in the center of blocks that will benefit the entire district.
5. To contribute to the definition and use of public parks and plazas.
6. To design and build nonresidential buildings to accommodate a range of uses over time without the need to destroy older buildings and rebuild them for each successive use.
7. To design streets and buildings that will contribute to creating a safe environment.
8. To encourage redevelopment on a block-by-block basis.

Since the Town adopted the Belt Line District, only the Asbury Circle townhome neighborhood, located just east of this site, has been zoned to the Belt Line District. The Belt Line District also served as the foundation for the Addison Grove Planned Development district with several additional requirements.

Proposed Plan: The applicant is proposing to develop a new two-story, surface-parked, retail and office building. The building is proposed to be 3,223 square feet with 2,503 square feet of first floor retail and 720 square feet of second floor office. The proposed development is located on the eastern portion of the site and will not replace the existing restaurant space.

A new Planned Development district is being proposed based, in part, on the Belt Line District standards as well as the streetscape standards established in the Master Transportation Plan (MTP).

Land Uses: Under the Belt Line District retail and commercial uses are permitted as-of-right and are required to be constructed to a depth of 50 feet. Restaurant uses are permitted through a Special Use Permit (SUP). It is noted that uses that are not explicitly authorized, are prohibited. The applicant is proposing retail and commercial uses, to be constructed at a depth of just over 94 feet, this meets the requirements of the Belt Line District.

Block Face:

Block Length: The Belt Line District standards call for a block length minimum of 200 feet and maximum of 600 feet. The proposed plans show the main building face as 60 feet and the existing standalone restaurant building face as 99.4 feet. **At 159.4 feet this does not meet the requirements of the Belt Line District. The applicant is asking to count the property in its entirety as one full block, measuring approximately 420 feet.**

Building Setback: The Belt Line District identifies Belt Line Road as street type A-1, which has a required built-to line of 94 feet. The submitted site plan shows a 94-foot building setback.

Building Height: The Belt Line District standards require a minimum height of 2 stories and a maximum height of 4 stories, for this subdistrict. The submitted façade plans show a two-story building with a maximum height of 25 feet. The first-floor retail will have ceiling heights of 16 feet, which meets Belt Line District Requirements.

Streets: The Belt Line District standards require conformity with the Master Transportation Plan and show street type A-1 to have a 14-foot sidewalk directly in front of the front building façade, an 18-foot row of parking, a 24-foot drive aisle another 18-foot row of parking, then a 4-foot landscape buffer, and an 8-foot sidewalk protected by a 8-foot parkway buffer from Belt Line Road. The submitted site plan shows a 14.8-foot sidewalk directly in front of the proposed building, an 18-foot row of parking, a 24-foot drive aisle, a 17.7-foot row of parking, a 3.4-foot landscape buffer, an 8-foot sidewalk at the back of curb, and an 8.2-foot parkway buffer. **This is consistent with the Belt Line District standards and the Master Transportation Plan. The row of parking closest to Belt Line Road is 5 inches less than the minimum parking space length, this was allowed to accommodate landscape improvements along Belt Line Road.**

Streetscape and Landscape: The landscape plans have been reviewed by the Parks Department for compliance with the Town's Landscape Ordinance. The proposed landscape plans meet all requirements and the applicant agreed to provide 50% of the funding for the landscape improvements along Belt Line Road, including a landscape buffer and sidewalk improvements.

#### Building Standards:

Building Form: The Belt Line District standards require a tripartite architecture and landmark features when a building is located on an axis with a terminating street or at the intersection of streets. The proposed building facades show unique building articulations which are offset from the front wall planes.

Architectural Features: The Belt Line District standards require that windows be a vertical proportion and prohibits glass curtain walls. The proposed façade plans shown meet all Belt Line District requirements.

External Facades: The Belt Line District standards require ground floor exterior walls to be constructed of 80% brick or stone, and windows/glazing for each building façade to be limited to a minimum of 30% glazing and maximum of 70% glazing. The submitted plans show the facades as primarily brick or stone. **However, not all building elevations meet the glazing requirements, showing the primary building south façade at 17% glazing. The south façade's building materials are made up of 73% brick or stone, which is also less the Belt Line Road requirements of 80%. The applicant is requesting that the Town allow the south façade of the building to be exempt from the 30% glazing requirement and the 80% brick or stone building materials requirement.**

Color: The Belt Line District standards require the dominant color of all buildings to be muted shades of color. Black and stark white shall not be used except as an accent color. The submitted plans show facades of the main building in cool light and dark grey tones and the standalone restaurant building in light grey and maroon, with black trim.

Retail Ground Floor: The Belt Line District standards require a minimum clear height of 16 feet between finished floors, an awning or canopy which extends 6 feet over the sidewalk for at least 75% of the frontage on any portion of the building and maintains a 7.5-foot clearance over the sidewalk, and highly transparent glass windows. The submitted façade plans show all the requirements will be met.

Parking:

Automobile Parking: The Belt Line District parking requirement ratio for a retail use is 1 parking space per 200 square feet, for a restaurant use the ratio is 1 parking space per 100 square feet, and for office space the ratio is 1 parking space per 300 square feet. The site shows a total of 128 parking spaces. The proposed 10,382 square feet of existing restaurant space would require 112 parking spaces, the 2,503 square feet of retail would require 13 parking spaces, and the 720 square feet would require 3 parking spaces, all totaling 128 parking spaces. The proposed development meets parking requirements.

Bicycle Parking: The Belt Line District requires bicycle parking at a ratio of 1 bicycle parking space per 10 automobile required parking spaces, located within 50 feet of an entrance to the building. The proposed site requires 13 bicycle parking spaces and the submitted site plan shows 14 bicycles spaces will be provided.

Fire Access: Plans have been reviewed by the Fire Marshal to ensure sufficient site access and building coverage. The submitted site plans show all requirements will be met.

**RECOMMENDATION: APPROVAL**

In approaching this case, staff has attempted to work with the developer to apply as many of the Belt Line District standards as possible. While implementing the Belt Line District standards is the long-term goal, some standards are not feasible on a small in-fill site such as this. As a result, a Planned Development District is necessary.

The property does not comply with the Belt Line District standards in the following ways:

- The block length of the buildings is smaller than required.
- The southern facade of the building does not provide the required percentage of glazing and brick or stone.

While these standards are not met, Staff recognizes that the small size of the site's block face, 420 feet, makes a minimum 200-foot façade unfeasible. Additionally, Staff supports reducing the minimum glazing and brick or stone requirements for the southern façade as they are not visible from Belt Line Road.

Staff believes that the development meets the future vision for the Belt Line District and recommends approval without conditions.



Case 1818-Z/3820 Belt Line Road

October 20, 2020

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 20, 2020, voted to recommend approval of an ordinance changing the zoning on property located at 3820 Belt Line Road, from PD, Planned Development, to a new PD district to allow a two-story retail and office building, without conditions.

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

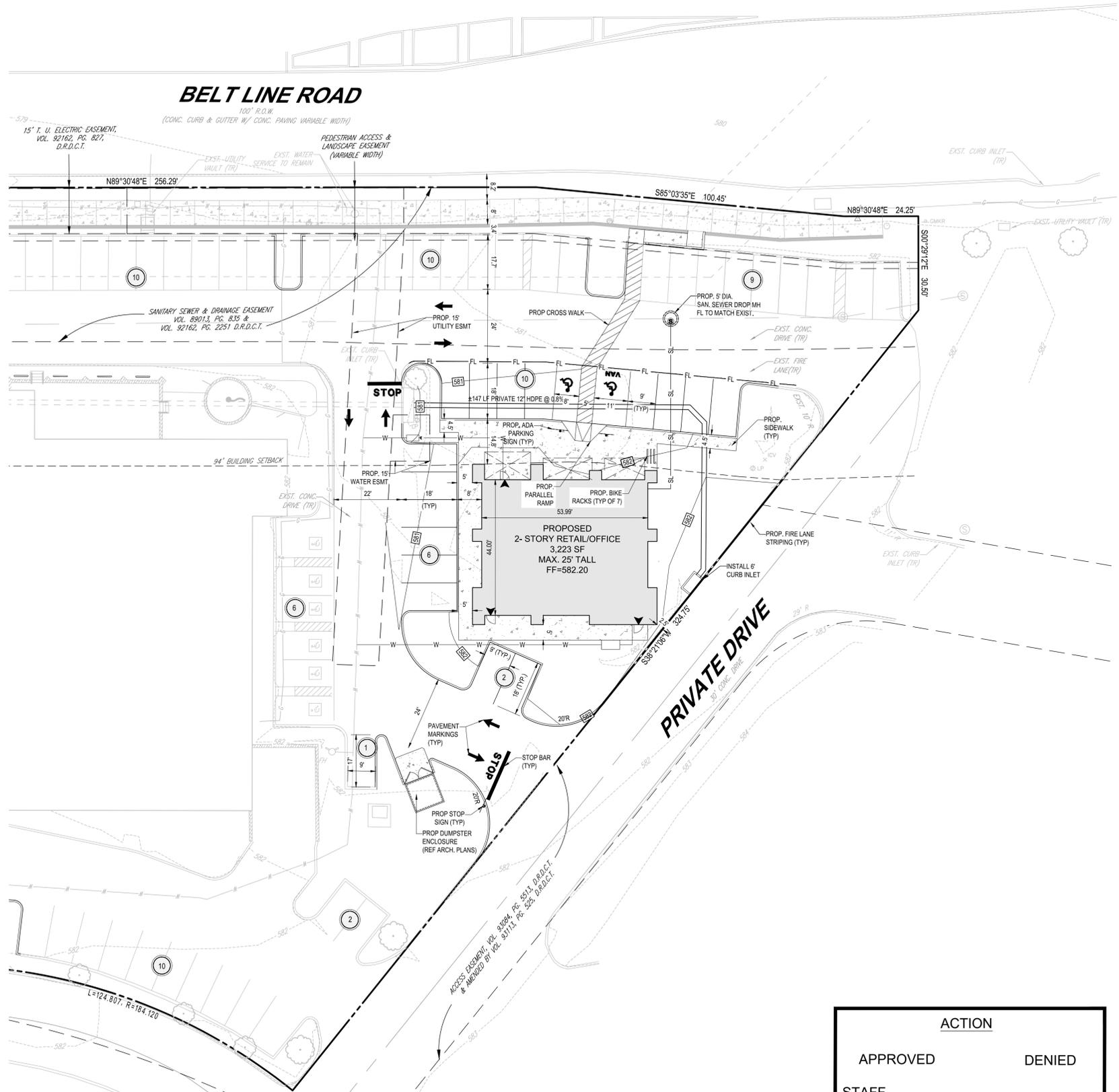
SPEAKERS AT THE PUBLIC HEARING:

For: none

On: Jane Lenz, 3942 Asbury Lane, Asbury Circle Townhomes, Addison

Against: none





**BELT LINE ROAD**

**PRIVATE DRIVE**

**STOP**

**STOP**

**STOP**

**STOP**

**ACTION**

APPROVED	DENIED
STAFF _____	INITIALS _____
DATE _____	DATE _____
COUNCIL _____	INITIALS _____
DATE _____	DATE _____

SEE THE STAFF APPROVAL LETTER OR COUNCIL RESULT MEMO FOR ANY CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE PROJECT

**LEGEND**

---	BOUNDARY
5	EXISTING PARKING COUNT TO REMAIN
5	PROPOSED PARKING COUNT
○	EXISTING TREE
○	EXISTING SHRUB
▨	PROPOSED CONCRETE SIDEWALK
⊗	EXISTING WATER VALVE
⊗	EXISTING LIGHT POLE
⊗	EXISTING SANITARY SEWER MANHOLE
⊗	EXISTING SANITARY SEWER MAIN
⊗	EXISTING WATER MAIN
⊗	PROPOSED SANITARY SEWER MAIN
⊗	PROPOSED SANITARY SEWER MANHOLE
⊗	PROPOSED SANITARY SEWER CLEANOUT
⊗	PROPOSED WATER MAIN
⊗	PROPOSED FIRE HYDRANT
⊗	PROPOSED WATER METER
⊗	PROPOSED FIRE DEPARTMENT CONNECTION
TR	TO REMAIN

**TOWN OF ADDISON SITE PLAN NOTES:**

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- BUILDINGS WITH AN 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.
- ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

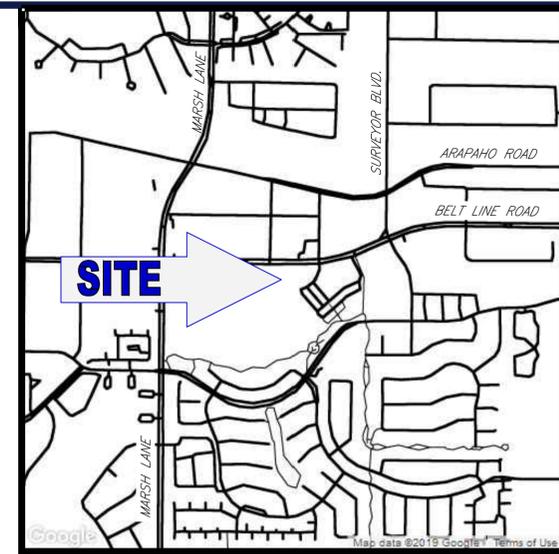
**GENERAL SITE PLAN NOTES:**

- ALL DIMENSIONS ARE FROM FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE.
- ALL CURB RADII ARE 3' UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COSTS SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES' REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY A LAND SURVEYOR.
- THIS DEVELOPMENT WILL NOT IMPACT THE EXISTING NATURAL RESOURCES OF THE SURROUNDING PROPERTIES.
- SITE LIES WITHIN ZONE X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD, ACCORDING TO FEMA FLOOD MAP 48113C0180K.
- THE CONSTRUCTION OF THIS PROJECT WILL INCLUDE THE REMOVAL OF 6 TREES AND THE PLANTING OF 25 TREES, RESULTING IN A SURPLUS OF 19 TREES.
- THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTEWATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.
- REFER TO ARCHITECTURAL PLANS FOR EXACT DIMENSIONS OF PROPOSED BUILDINGS. ONLY THE OVERALL FOOTPRINTS HAVE BEEN OUTLINED IN THIS SITE PLAN.
- REFERENCE APPROVED CONSTRUCTION DOCUMENTS TITLED BELT LINE 1.5 PREPARED BY PACHECO KOCH DATED 01/02/2020 SIGNED BY AMBER M. DAVIS.
- ANY PAVEMENT REPLACEMENT SHALL BE IN ACCORDANCE WITH THE TOWN OF ADDISON'S PAVEMENT SECTION SPECIFICATIONS, OR MATCH EXISTING SECTIONS WHICHEVER IS GREATER.

**WATER METER TABLE**

METER TYPE	AMOUNT
1.5" METER - PROPOSED	1

<b>ENGINEER:</b> BOHLER ENGINEERING 6017 MAIN STREET FRISCO, TX 75034 PHONE:(469) 458-7300 CONTACT: MATHIAS HAUBERT	<b>SURVEYOR:</b> AXIS SURVEYING 714 FERRIS AVE E WAXAHACHIE, TX 75168 PHONE: (214) 903-8200 CONTACT: SEAN SHROPSHIRE	<b>OWNER/APPLICANT:</b> ADDISON RETAIL, LLC 83 ORCHARD HILL PARK DR LEOMINSTER, MA 01453 PHONE: (978) 466-6661 CONTACT: GREGG LISCIOTTI
--	---	--



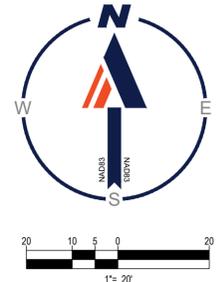
**LOCATION MAP**

**SITE DATA SUMMARY**

SITE INFORMATION	
TOTAL LOT AREA	88,597 SF (2.034 AC)
PROPOSED BUILDING AREAS & HEIGHTS:	3,223 SF, 25' HEIGHT (2,503 SF = RETAIL; 720 SF = OFFICE)
EXISTING BUILDING AREAS	10,382 SF, 1-STORY 760 SF PATIO
TOTAL LOT COVERAGE	13,645 SF (15.4%)
PARKING DATA	
REQUIRED	
GENERAL RETAIL/PROFESSIONAL SERVICES	1 SPACE / 200 SF
RETAIL REQUIRED	13 SPACES
OFFICE	1 SPACE / 300 SF
OFFICE REQUIRED	3 SPACES
RESTAURANT	1 SPACE / 100 SF
RESTAURANT REQUIRED	112 SPACES
TOTAL PARKING REQUIRED	128 SPACES
BIKE PARKING (1 / 10 SPACES)	13 SPACES
PROVIDED	
GENERAL PARKING	120 SPACES
ADA COMPLIANT PARKING*	8 SPACES
TOTAL PROPOSED PARKING	128 SPACES
PROPOSED BIKE PARKING	14 SPACES
SPACE USAGE	
REQUIRED OPEN SPACE	20% (17,719 SF)
PROVIDED OPEN SPACE	21.5% (19,123 SF) (INCLUDES OPEN SPACE IN ROW)
IMPERVIOUS SURFACE AFTER DEVELOPMENT	71,294 SF
JURISDICTIONAL	
EXISTING ZONING / USE	PD 93-018 / RESTAURANT
PROPOSED ZONING / USE	BELT LINE DISTRICT & RESTAURANT/RETAIL/OFFICE
BUILDING SETBACKS:	
FRONT	94'
SIDE	N/A
REAR	N/A
LANDSCAPE BUFFER**	19.6' LANDSCAPE BUFFER INCLUDING SIDEWALK

\* HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.

\*\* EXISTING LANDSCAPE BUFFER RANGES FROM 18'-19'. EXISTING SIDEWALK AND LANDSCAPE AREA TO REMAIN IN CURRENT CONDITIONS. REQUIRED LANDSCAPE BUFFER HAS BEEN CALCULATED AS 19' FROM THE BELT LINE DISTRICT THOROUGHFARE PLAN.



**BOHLER**

SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING  
PROGRAM MANAGEMENT  
LANDSCAPE ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

**REVISIONS**

REV	DATE	COMMENT	DRAWN BY	CHECKED BY

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PROJECT No.:	TD180002
DRAWN BY:	JJB
CHECKED BY:	MJM
DATE:	10/7/2020
CAD I.D.:	SPD

**SITE DEVELOPMENT PLANS**

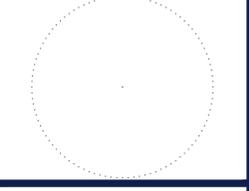
**FOR**

**ADDISON RETAIL LLC**

3820 BELT LINE ROAD  
ADDISON, TX 75001  
DALLAS COUNTY  
THOMAS L CHINOWITH ABST. 273  
BLOCK A, LOT 1R, 2.034 AC

**BOHLER**

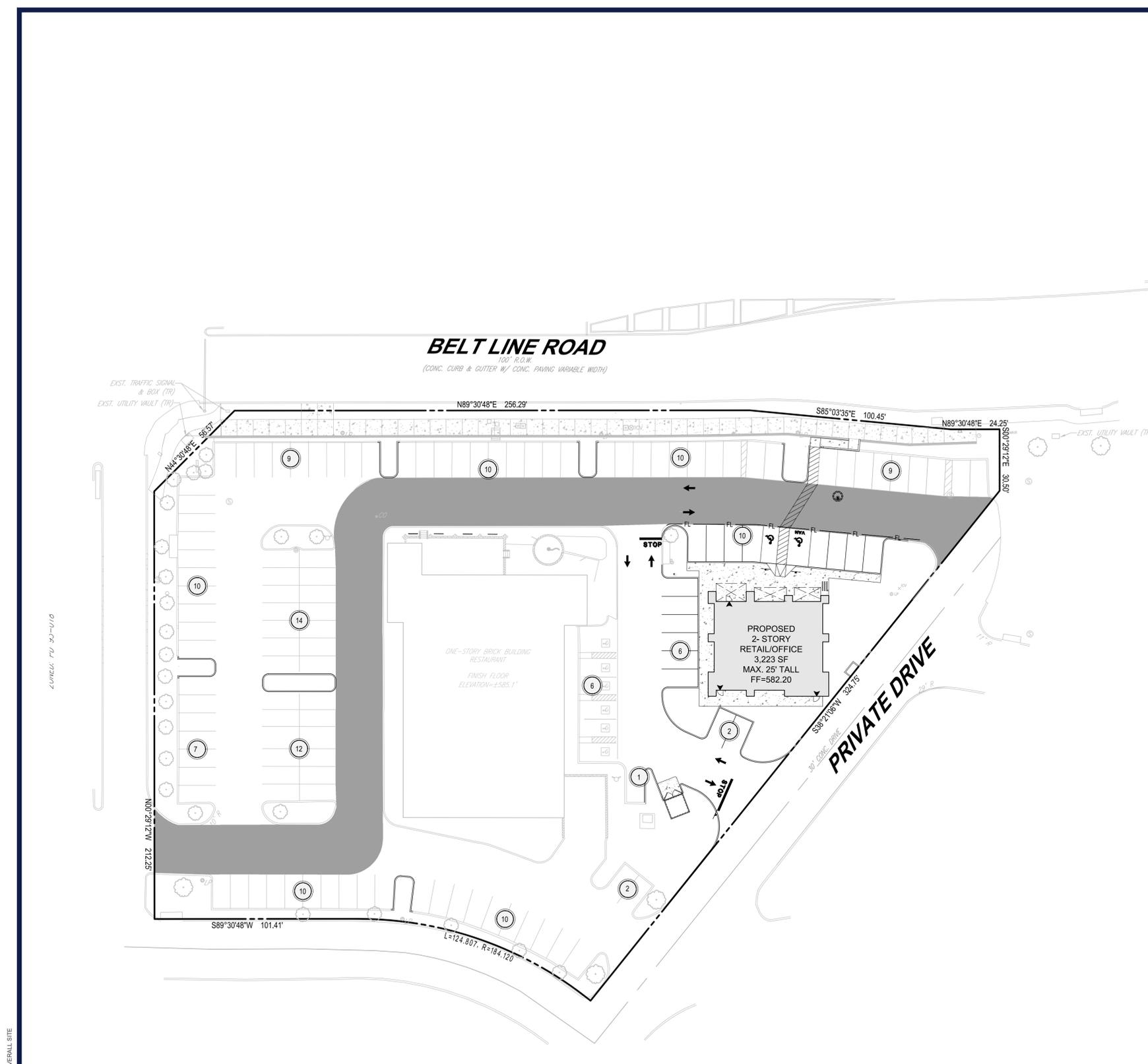
6017 MAIN STREET  
FRISCO, TX 75034  
Phone: (469) 458-7300  
**TX@BohlerEng.com**  
TBPE No. 18065 | TBPLS No. 10194413



SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**C-300**

TOWN PROJECT #1818-Z



### LEGEND

	BOUNDARY
	EXISTING PARKING COUNT TO REMAIN
	PROPOSED PARKING COUNT
	EXISTING TREE
	EXISTING SHRUB
	PROPOSED CONCRETE SIDEWALK
	EXISTING WATER VALVE
	EXISTING LIGHT POLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER MAIN
	EXISTING WATER MAIN
	PROPOSED SANITARY SEWER MAIN
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	PROPOSED WATER MAIN
	PROPOSED FIRE HYDRANT
	PROPOSED WATER METER
	PROPOSED FIRE DEPARTMENT CONNECTION
	TO REMAIN
	PROPOSED FIRE LANE STRIPING
	FIRELANE



### SITE DATA SUMMARY

SITE INFORMATION	
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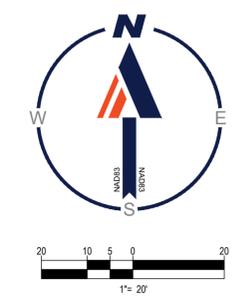
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### WATER METER TABLE

METER TYPE	AMOUNT
1.5" METER - PROPOSED	1

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

ENGINEER:	SURVEYOR:	OWNER/APPLICANT:
BOHLER ENGINEERING 6017 MAIN STREET FRISCO, TX 75034 PHONE: (469) 458-7300 CONTACT: MATHIAS HAUBERT	AXIS SURVEYING 714 FERRIS AVE B WAXAHACHIE, TX 75168 PHONE: (214) 903-8200 CONTACT: SEAN SHROPSHIRE	ADDISON RETAIL, LLC 83 ORCHARD HILL PARK DR LECOMINSTER, MA 04153 PHONE: (978) 456-6861 CONTACT: GREGG LISCIOTTI

SITE CIVIL AND CONSULTING ENGINEERING  
 LAND SURVEYING  
 PROGRAM MANAGEMENT  
 LANDSCAPE ARCHITECTURE  
 SUSTAINABLE DESIGN  
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### REVISIONS

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DRAWN BY:	JJB
CHECKED BY:	MJH
DATE:	10/7/2020
CAD I.D.:	SPD

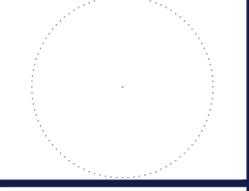
### SITE DEVELOPMENT PLANS

FOR

### ADDISON RETAIL LLC

3820 BELT LINE ROAD  
ADDISON, TX 75001  
DALLAS COUNTY  
THOMAS L CHINOWITH ABST. 273  
BLOCK A, LOT 1R, 2.034 AC

6017 MAIN STREET  
FRISCO, TX 75034  
Phone: (469) 458-7300  
TX@BohlerEng.com  
TBPE No. 18065 | TBPLS No. 10194413



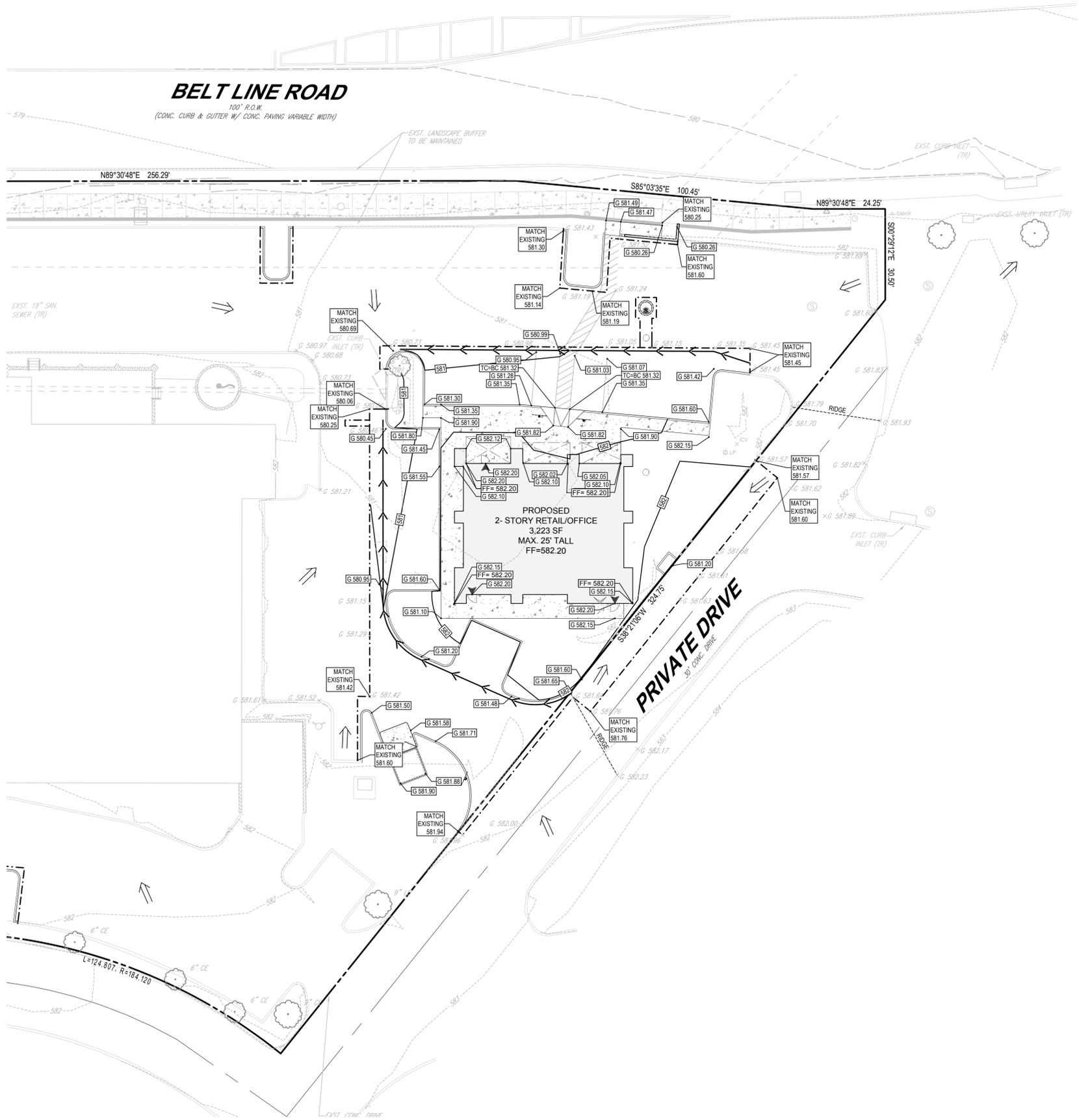
OVERALL SITE PLAN

C-301

TOWN PROJECT #1818-Z

# BELT LINE ROAD

100' R.O.W.  
(CONC. CURB & CUTTER W/ CONC. PAVING VARIABLE WIDTH)



## LEGEND

	BOUNDARY
	PROPOSED SAWCUT LIMIT
	EXISTING TREE
	EXISTING SHRUB
	EXISTING WATER VALVE
	EXISTING LIGHT POLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED CONTOUR

## GRADING NOTES:

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THESE PLANS AND THE TOWN OF ADDISON STANDARDS AND SPECIFICATIONS.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE COMMENCEMENT OF ANY CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENTS TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE ARE ACCEPTABLE. IF NECESSARY, UPON PRIOR APPROVAL OF ENGINEER, PAVING INSTALLED SHALL "FLUSH OUT" AT ANY JUNCTURE WITH EXISTING PAVING.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE TEXAS GENERAL T.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
- TOPOGRAPHIC INFORMATION IS TAKEN FROM BOUNDARY/TOPOGRAPHIC SURVEY FROM BOHLER ENGINEERING. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
- ALL SUBSURFACE AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
- ALL ELEVATIONS ARE TOP OF PAVEMENT UNLESS NOTED OTHERWISE. TO GET TOP OF CURB ELEVATIONS ADD 6" TO THE ELEVATION SHOWN.
- GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROUTES INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO ADA STANDARDS. SLOPES SHALL NOT EXCEED 5% LONGITUDINAL SLOPE OR 2% CROSS SLOPE. SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET AT ANY LOCATION.
- ANY PROPOSED CONTOURS SHOWN ARE APPROXIMATE. PROPOSED SPOT ELEVATIONS AND DESIGNATED GRADIENT ARE TO BE USED IN THE EVENT OF ANY DISCREPANCIES.
- REFER TO EROSION CONTROL PLAN FOR EROSION CONTROL DEVICES TO BE INSTALLED PRIOR TO COMMENCING GRADING OPERATIONS.
- ALL VEGETATION SHALL BE CLEARED AND GRUBBED FOR ALL AREAS TO BE DISTURBED.

**BOHLER**  
SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING  
PROGRAM MANAGEMENT  
LANDSCAPE ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
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DRAWN BY:	JMB
CHECKED BY:	MJH
DATE:	08/03/2020
CAD I.D.:	GPD

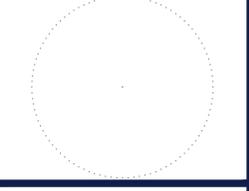
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**ADDISON RETAIL LLC**

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DALLAS COUNTY  
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BLOCK A, LOT 1R, 2.034 AC

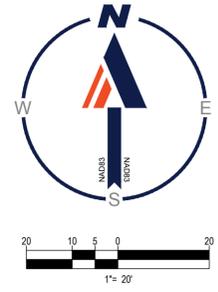
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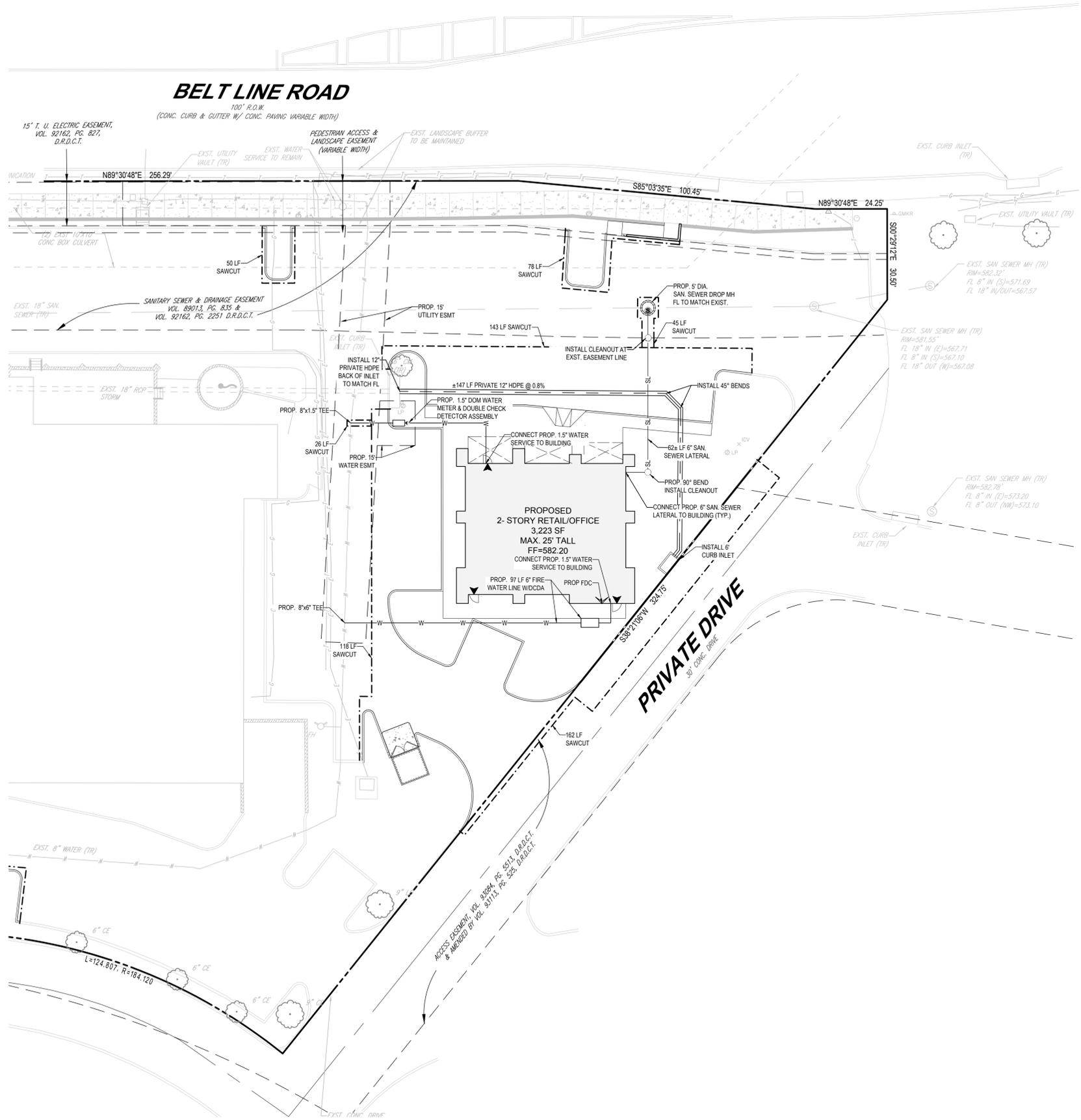


SHEET TITLE:  
**PRELIMINARY GRADING PLAN**

SHEET NUMBER:  
**C-400**

TOWN PROJECT #1818-Z





**LEGEND**

	BOUNDARY
	PROPOSED PARKING COUNT
	EXISTING TREE
	EXISTING SHRUB
	EXISTING WATER VALVE
	EXISTING WATER METER & SERVICE
	EXISTING LIGHT POLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER MAIN
	EXISTING WATER MAIN
	PROPOSED SANITARY SEWER LATERAL
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	PROPOSED WATER MAIN
	EXISTING FIRE HYDRANT
	PROPOSED WATER METER & BACK FLOW PREVENTION ASSEMBLY
	PROPOSED FIRE DEPARTMENT CONNECTION
	TO REMAIN

- UTILITY NOTES:**
- CONTRACTOR TO NOTIFY THE ENGINEER IN WRITING SHOULD ANY DISCREPANCIES EXIST.
  - CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND COORDINATE WITH ADJACENT USERS AND APPROPRIATE JURISDICTIONS FOR ANY ANTICIPATED SERVICE DISRUPTION.
  - CONTRACTOR TO PROVIDE NECESSARY FITTINGS TO CONNECT TO BUILDING SERVICE. SEE ARCHITECTURAL AND M.E.P. PLANS FOR FURTHER DETAIL.
  - THE CONTRACTOR WILL ENSURE THAT FIRE HYDRANTS ARE ACCESSIBLE TO FIRE TRUCKS AT ALL TIMES.
  - THE CONTRACTOR SHALL SEQUENCE HIS CONSTRUCTION SUCH THAT NO MORE THAN ONE FIRE HYDRANT IS OUT OF SERVICE AT ANY GIVEN TIME.
  - EXISTING UTILITIES ARE SHOWN USING REFERENCED ALTA SURVEY DATA, RECORD PLANS, AND LIMITED FIELD VERIFICATION.
  - CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
  - CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATIONS WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN AND UNSHOWN).
  - CONTRACTOR SHALL REPLACE, AT THEIR OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED.
  - ALL EXISTING WATER SERVICES ARE TO BE CAPPED AND ABANDONED PER TOWN OF ADDISON STANDARDS AND REGULATIONS UNLESS NOTED OTHERWISE.
  - ACCORDING TO THE SANITARY SEWER MAP PROVIDED BY THE TOWN OF ADDISON, THIS SITE FALLS WITHIN THE D2 WASTEWATER SERVICE BASIN. IT IS SURROUNDED BY THE D1 SERVICE BASIN ON THE NORTH, THE F SERVICE BASIN ON THE EAST, AND THE D3 SERVICE BASIN ON THE WEST.
  - THE NUMBER AND PLACEMENT OF WATER VALVES IS SUBJECT TO CHANGE UPON DETAILED CIVIL PLAN REVIEW. APPROVAL OF THE CONCEPT PLAN DOES NOT LOCK IN APPURTENANCES.
  - REFERENCE THE SPAGHETTI WAREHOUSE, INC. AS-BUILT PLAN SET BY JOHN W. BAIRD, JR., DATED 01/12/1993, FOR MORE INFORMATION REGARDING THE EXISTING UTILITIES WITHIN THE SITE.
  - THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTEWATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.

**BOHLER**

SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING  
PROGRAM MANAGEMENT  
LANDSCAPE ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

**REVISIONS**

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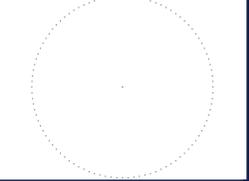
PROJECT No.:	TD180002
DRAWN BY:	JJB
CHECKED BY:	MJH
DATE:	08/03/2020
CAD I.D.:	SS0

**SITE DEVELOPMENT PLANS**  
FOR  
**ADDISON RETAIL LLC**

3820 BELT LINE ROAD  
ADDISON, TX 75001  
DALLAS COUNTY  
THOMAS L CHINOWITH ABST. 273  
BLOCK A, LOT 1R, 2.034 AC

**BOHLER**

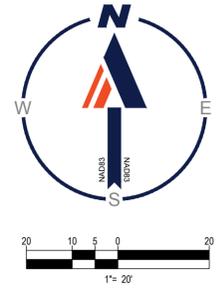
6017 MAIN STREET  
FRISCO, TX 75034  
Phone: (469) 458-7300  
**TX@BohlerEng.com**  
TBPE No. 18065 | TBPLS No. 10194413



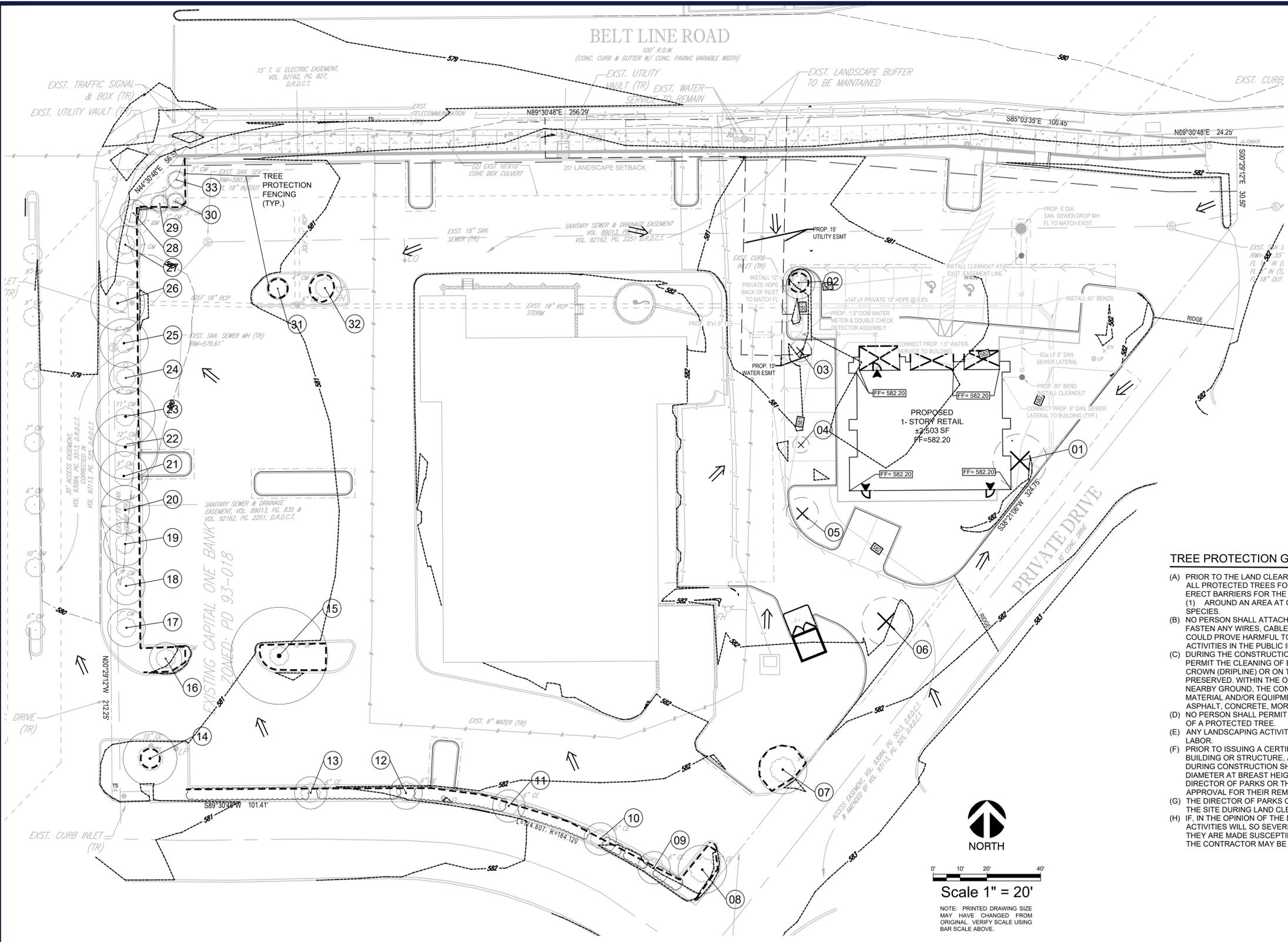
SHEET TITLE:  
**PRELIMINARY UTILITY PLAN**

SHEET NUMBER:  
**C-500**

TOWN PROJECT #181Z



Sep. 20, 2020  
 H:\181Z\18002\DRAWINGS\PLAN SET\STD\18002\_SS0---KAY\OUT-UTILITY



**TREE INVENTORY**

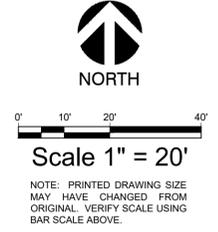
No	DBH	Type	Health	Status	R.C.I.
1	10	LIVE OAK	GOOD	REMOVE	10
2	6	CREPE MYRTLE	GOOD	REMAIN	0
3	4	CREPE MYRTLE	GOOD	REMOVE	4
4	3	CREPE MYRTLE	POOR	REMOVE	3
5	6	CREPE MYRTLE	GOOD	REMOVE	6
6	9	LIVE OAK	GOOD	REMOVE	9
7	9	LIVE OAK	GOOD	REMAIN	0
8	9	CEDAR ELM	GOOD	REMAIN	0
9	6	CEDAR ELM	GOOD	REMAIN	0
10	6	CEDAR ELM	GOOD	REMAIN	0
11	6	CEDAR ELM	GOOD	REMAIN	0
12	C	CEDAR ELM	GOOD	REMAIN	0
13	10	CEDAR ELM	GOOD	REMAIN	0
14	4	CEDAR ELM	FAIR	REMAIN	0
15	8	BRADFORD PEAR	FAR	REMAIN	0
16	6	CREPE MYRTLE	GOOD	REMAIN	0
17	7	CREPE MYRTLE	GOOD	REMAIN	0
18	7	CREPE MYRTLE	GOOD	REMAIN	0
19	8	CREPE MYRTLE	GOOD	REMAIN	0
20	9	CREPE MYRTLE	GOOD	REMAIN	0
21	12	CREPE MYRTLE	GOOD	REMAIN	0
22	11	CREPE MYRTLE	GOOD	REMAIN	0
23	11	CREPE MYRTLE	GOOD	REMAIN	0
24	6	CREPE MYRTLE	GOOD	REMAIN	0
25	9	CREPE MYRTLE	GOOD	REMAIN	0
26	10	CREPE MYRTLE	GOOD	REMAIN	0
27	7	CREPE MYRTLE	GOOD	REMAIN	0
28	5	CREPE MYRTLE	GOOD	REMAIN	0
29	3	CREPE MYRTLE	GOOD	REMAIN	0
30	3	CREPE MYRTLE	GOOD	REMAIN	0
31	4	CREPE MYRTLE	GOOD	REMAIN	0
32	6	CREPE MYRTLE	GOOD	REMAIN	0
33	3	CREPE MYRTLE	GOOD	REMAIN	0
TOTAL CALIPER REPLACEMENT INCHES					32

R.C.I. = REPLACEMENT CALIPER INCHES

TOTAL NUMBER OF TREES	33
TOTAL NUMBER OF TREES REMOVED	5
TOTAL CALIPER INCHES OF REMOVED TREES	32"
TOTAL CALIPER INCHES TO MITIGATE	32"

**TREE PROTECTION GENERAL NOTES**

- (A) PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL CLEARLY MARK ALL PROTECTED TREES FOR WHICH A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED AND SHALL ERECT BARRIERS FOR THE PROTECTION OF THE TREES ACCORDING TO THE FOLLOWING:
  - (1) AROUND AN AREA AT OR GREATER THAN TWO-THIRDS OF THE DRIPLINE OF ALL PROTECTED SPECIES.
- (B) NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.
- (C) DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED. WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OF ANY TREE OR ON NEARBY GROUND, THE CONTRACTOR SHALL NOT CAUSE OR PERMIT STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE.
- (D) NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30 FEET OF THE DRIPLINE OF A PROTECTED TREE.
- (E) ANY LANDSCAPING ACTIVITIES WITHIN THE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.
- (F) PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY OR COMPLIANCE FOR ANY DEVELOPMENT, BUILDING OR STRUCTURE, ALL TREES DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR WITH TREES OF EQUIVALENT DIAMETER AT BREAST HEIGHT TREE CALIPER AND OF THE SAME SPECIES AS SPECIFIED BY THE DIRECTOR OF PARKS OR THE DIRECTOR'S DESIGNEE, BEFORE OCCUPANCY OR USE, UNLESS APPROVAL FOR THEIR REMOVAL HAS BEEN GRANTED UNDER PERMIT.
- (G) THE DIRECTOR OF PARKS OR THE DIRECTOR'S DESIGNEE MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.
- (H) IF, IN THE OPINION OF THE DIRECTOR OF PARKS OR THE DIRECTOR'S DESIGNEE, DEVELOPMENT ACTIVITIES WILL SO SEVERELY STRESS SLASH PINES OR ANY OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE TREES BY THE CONTRACTOR MAY BE REQUIRED.



**LEGEND**



**NOTE:**  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. CORE STATES, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. AS SUCH THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND UNCOVERING EXISTING UTILITIES IN THE VICINITY OF THE PROPOSED IMPROVEMENTS AND UTILITY CONNECTION POINTS PRIOR TO THE START OF CONSTRUCTION TO ASCERTAIN EXACT MATERIALS, LOCATIONS, ELEVATIONS, ETC. AND THEIR POTENTIAL CONFLICT WITH PROPOSED IMPROVEMENTS. GC SHALL CONSULT WITH CONSTRUCTION MANAGER AND ENGINEER AS APPROPRIATE BEFORE PROCEEDING WITH WORK.

**ENGINEER**  
 BOHLER ENGINEERING  
 6017 MAIN STREET  
 FRISCO, TX 75034  
 PH# 469-458-7300  
 CONTACT: MATHIAS HAUBERT

**LANDSCAPE ARCHITECT**  
 EVERGREEN DESIGN GROUP  
 15305 DALLAS PKWY, STE 300  
 ADDISON, TX 75001  
 PH# 800-680-6630  
 CONTACT: RODNEY MCNABB

**OWNER/APPLICANT**  
 ADDISON RETAIL, LLC  
 83 ORCHARD HILL PARK DR.  
 LEOMINSTER, MA 04153  
 PH# 978-466-6661  
 CONTACT: GREGG LISCIOTTI

**SURVEYOR**  
 AXIS SURVEYING  
 714 FERRIS AVE B  
 WAXAHACHIE, TX 75168  
 PH# 214-903-8200  
 CONTACT: SEAN SHROPSHIRE



**BOHLER**  
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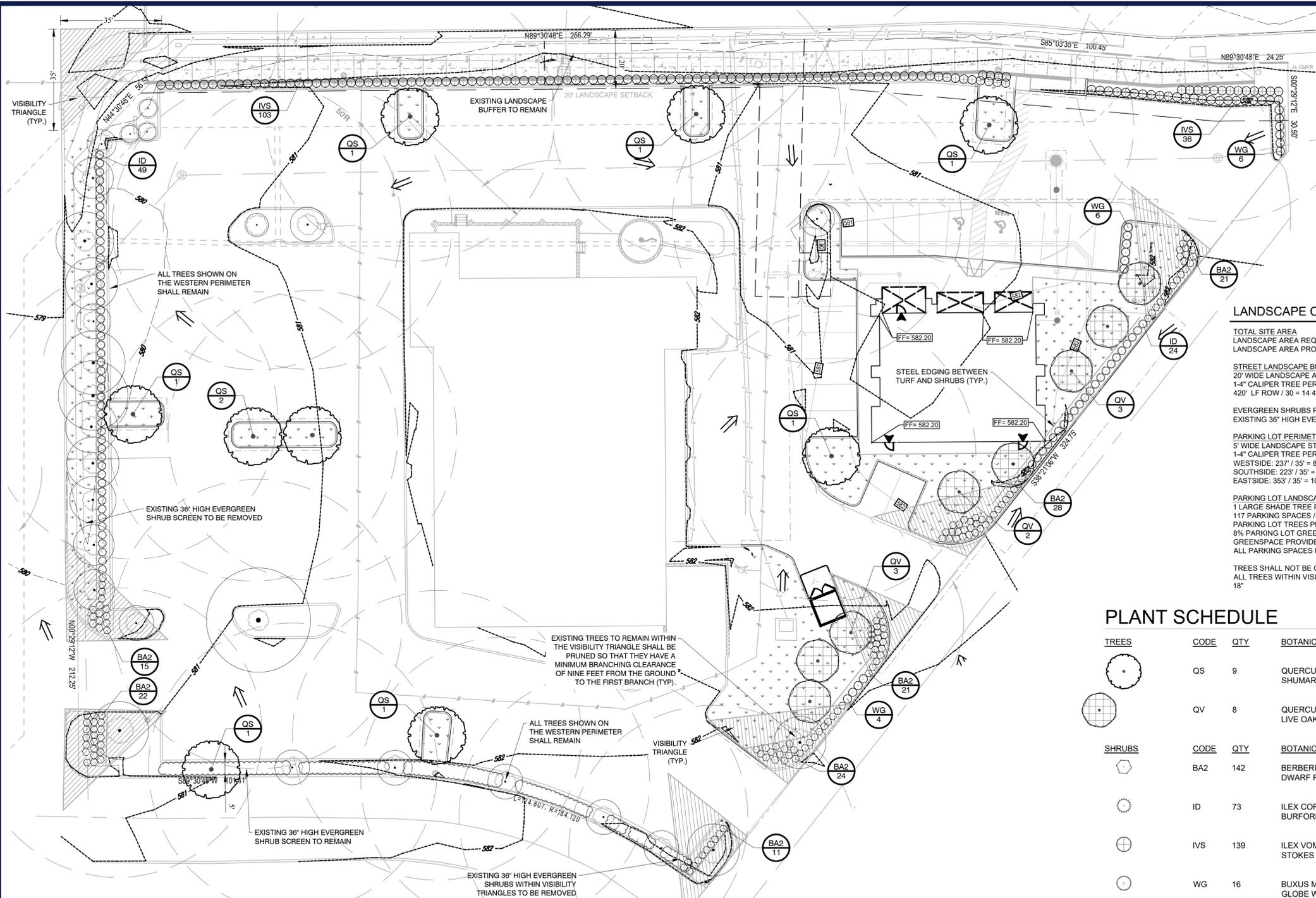
PROJECT No.: TD180002  
 DRAWN BY: MNB  
 CHECKED BY: KB/RM  
 DATE: 08/28/2020  
 CAD I.D.: 1"= 20'

**SITE DEVELOPMENT PLANS**  
 FOR  
**ADDISON RETAIL LLC**  
 3820 BELT LINE ROAD  
 ADDISON, TX 75001  
 DALLAS COUNTY  
 THOMAS L CHINOWITH ABST. 273  
 BLOCK A, LOT 1R, 2.034 AC

**BOHLER**  
 6017 MAIN STREET  
 FRISCO, TX 75034  
 Phone: (469) 458-7300  
**TK@BohlerEng.com**  
 TBPE No. 18085 | TBPLS No. 10194413

REGISTERED LANDSCAPE ARCHITECT  
 STATE OF TEXAS  
 09/04/2020

SHEET TITLE:  
**TREE PRESERVATION**  
 SHEET NUMBER:  
**TP-1**  
 TOWN PROJECT #181R-Z



Scale 1" = 20'

NOTE: THIS PLAN CONFORMS TO THE TOWN OF ADDISON LANDSCAPE ORDINANCE Sec. 34-207 - LANDSCAPE DESIGN STANDARDS TO THE EXTENT ALLOWED BY THE PRE-EXISTING CONDITIONS ON THE SITE. AREAS OF NON-CONFORMANCE ARE AS FOLLOWS:  
 1. PERIMETER TREES NOT PLACED ALONG NORTH BOUNDARY BECAUSE OF EXISTING UTILITY EASEMENT AND OVERHEAD UTILITY LINES

**LANDSCAPE CALCULATIONS**

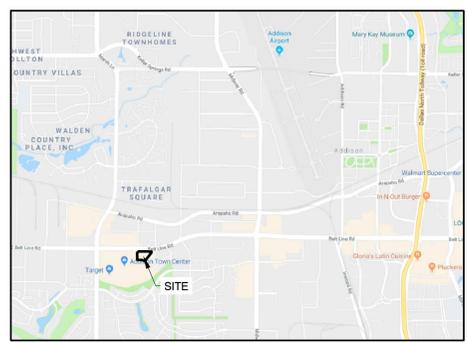
TOTAL SITE AREA	88,597 SF
LANDSCAPE AREA REQUIRED:	17,719 SF (20% OF SITE AREA)
LANDSCAPE AREA PROVIDED:	17,789 SF (20.08% OF SITE AREA)
<b>STREET LANDSCAPE BUFFER</b>	
20' WIDE LANDSCAPE AT RIGHT OF WAYS	20' LANDSCAPE BUFFER PROVIDED
1-4" CALIPER TREE PER EVERY 35' ALONG PERIMETER	TREES NOT PROVIDED DUE TO EXISTING CONDITION
420' LF ROW / 30 = 14.4" TREES REQUIRED	
<b>EVERGREEN SHRUBS PLANTED 3.5' O.C.</b>	
EXISTING 36" HIGH EVERGREEN SCREEN	36" EVERGREEN SCREEN PROVIDED
<b>PARKING LOT PERIMETER SCREENING</b>	
5' WIDE LANDSCAPE STRIP ALONG PARKING LOT	5' PARKING LOT LANDSCAPE STRIP PROVIDED
1-4" CALIPER TREE PER EVERY 35' ALONG PERIMETER	
WESTSIDE: 237 / 35 = 8 TREES / 80 SHRUBS REQUIRED	12 TREES/86 SHRUBS PROVIDED
SOUTH SIDE: 223 / 35 = 6 TREES / 60 SHRUBS REQUIRED	6 TREES/EXISTING SHRUB HEDGE PROVIDED
EAST SIDE: 353 / 35 = 10 TREES PROVIDED / 100 SHRUBS REQUIRED	10 TREES / 139 SHRUBS PROVIDED
<b>PARKING LOT LANDSCAPING</b>	
1 LARGE SHADE TREE PER 10 PARKING SPACES	12 TREES
117 PARKING SPACES / 10 = 11.7	12 TREES
PARKING LOT TREES PROVIDED	3,692 SF (46,142 x .08)
8% PARKING LOT GREENSPACE REQUIRED	4,482 SF
GREENSPACE PROVIDED	PROVIDED
ALL PARKING SPACES HAVE TO BE WITHIN 50' OF A TREE	
TREES SHALL NOT BE CLOSER THAN 36" TO ANY PORTION OF THE PAVED SURFACE	
ALL TREES WITHIN VISIBILITY TRIANGLES SHALL BE LIMBED UP TO 9' MIN. AND ALL SHRUBS SHALL BE NO HIGHER THAN 18"	

**PLANT SCHEDULE**

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	QS	9	QUERCUS SHUMARDII SHUMARD RED OAK	B & B	4" CAL	14'-16" (16" MAX.)
	QV	8	QUERCUS VIRGINIANA LIVE OAK	B & B	4" CAL	14'-16" (16" MAX.)
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	BA2	142	BERBERIS THUNBERGII 'ATROPURPUREA NANA' DWARF REDLEAF JAPANESE BARBERRY	5 GAL	30" OC	
	ID	73	ILEX CORNUTA 'BURFORDII' BURFORD HOLLY	5 GAL	36" OC	
	IVS	139	ILEX VOMITORIA 'STOKES DWARF' STOKES DWARF YAUPON HOLLY	5 GAL	36" OC	
	WG	16	BUXUS MICROPHYLLA 'WINTER GEM' GLOBE WINTER GEM BOXWOOD	5 GAL	36" OC	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING
	CH	7,690 SF	CYNODON DACTYLON '419 HYBRID' BERMUDA GRASS	SOD		

**EXISTING TREES**  
SEE EXISTING TREE LIST ON SHEET TP-1 FOR TYPE, SIZE AND STATUS OF TREES

TOTAL NUMBER OF TREES	33
TOTAL NUMBER OF TREES REMOVED	5
TOTAL CALIPER INCHES OF REMOVED TREES	32"
TOTAL CALIPER INCHES TO MITIGATE	32"



VICINITY MAP  
N.T.S.

**MULCHES**

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

**ROOT BARRIERS**

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

ENGINEER  
BOHLER ENGINEERING  
6017 MAIN STREET  
FRISCO, TX 75034  
PH# 469-458-7300  
CONTACT: MATHIAS HAUBERT

LANDSCAPE ARCHITECT  
EVERGREEN DESIGN GROUP  
15305 DALLAS PKWY, STE 300  
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PH# 800-680-6630  
CONTACT: RODNEY MCNABB

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SURVEYOR  
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CONTACT: SEAN SHROPSHIRE



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DATE:	08/28/2020
CAD I.D.:	1" = 20'

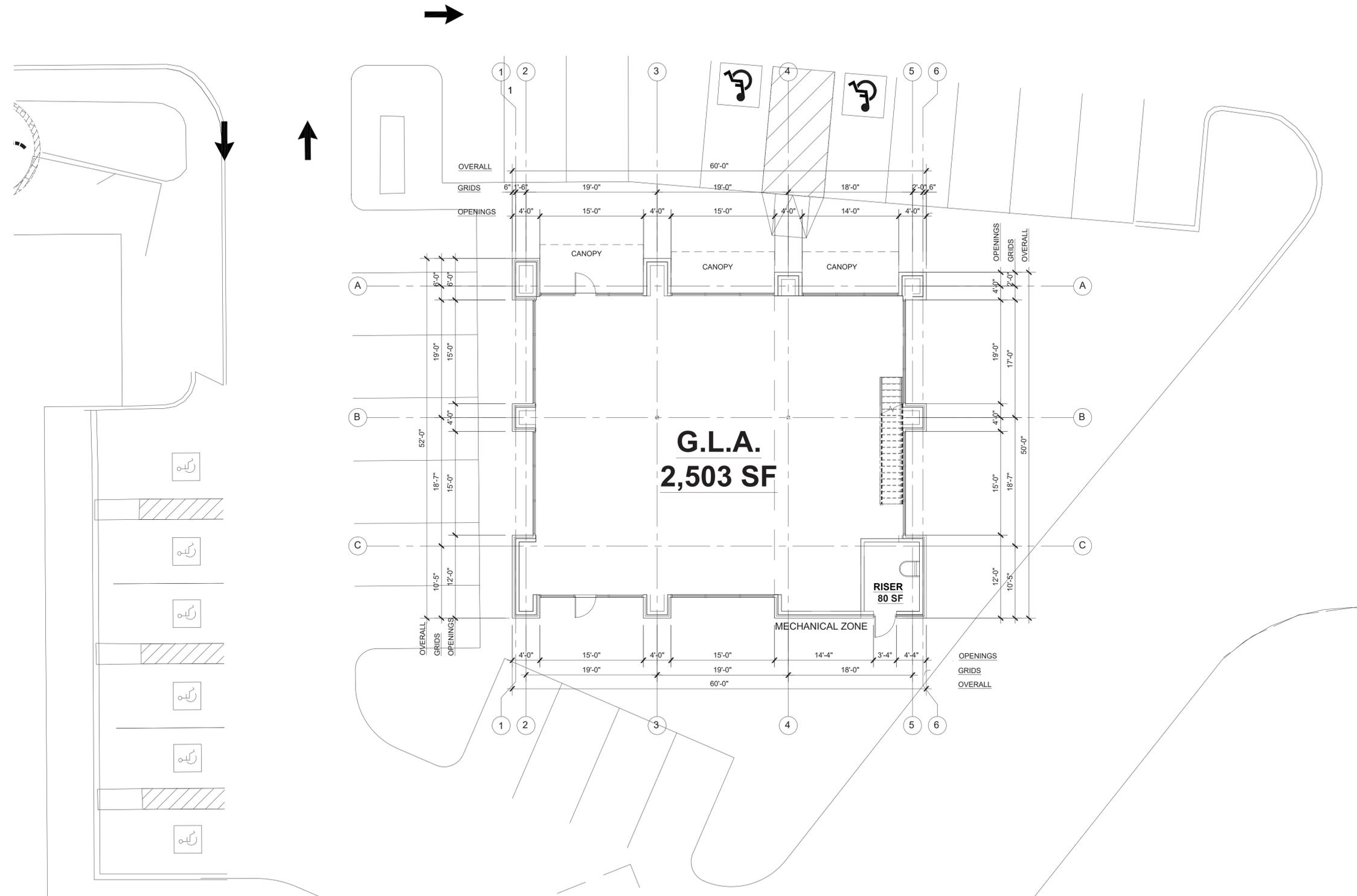
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**SITE DEVELOPMENT PLANS**  
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Phone: (469) 458-7300  
TK@BohlerEng.com  
TBPE No. 18065 | TBPLS No. 10194413



09/04/2020  
SHEET TITLE:  
**LANDSCAPE PLANTING**  
SHEET NUMBER:  
**LP-1**  
TOWN PROJECT #181Z



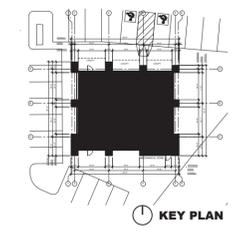


FIRST FLOOR PLAN  
 0' 5' 10' 20' 50'  
 SCALE: 1/8" = 1'-0"

**FLOOR PLAN**  
 1796-Z  
 ADDISON RETAIL LLC  
 3820 BELTLINE RD  
 ADDISON, TX 75001  
 DALLAS COUNTY  
 PRINTEMPS 2 REP  
 BLOCK A, LOT 1R, 2.034 AC  
 DATE: 09.15.2020

**ARCHITECT**  
 O'BRIEN ARCHITECTS  
 5310 HARVEST HILL RD.  
 SUITE 136, LB 161  
 DALLAS, TX 75230  
 PHONE: (972) 788.1010  
 CONTACT: GEOFFREY BROWN

**OWNER AND APPLICANT**  
 LISCIOTTI DEVELOPMENT  
 83 ORCHARD HILL PARK DRIVE  
 LEOMINSTER, MA 01453  
 PHONE: (978) 466.6661  
 CONTACT: GREGG LISCIOTTI



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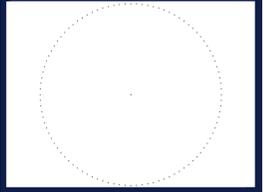
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PROJECT No.: TD180002  
 DRAWN BY: JJB  
 CHECKED BY: MJH  
 DATE: 08/03/2020  
 CAD I.D.: SSO

PROJECT:  
**SITE DEVELOPMENT PLANS**  
 FOR  
**ADDISON RETAIL LLC**  
 3820 BELT LINE ROAD  
 ADDISON, TX 75001  
 DALLAS COUNTY  
 THOMAS L CHINOWITH ABST. 273  
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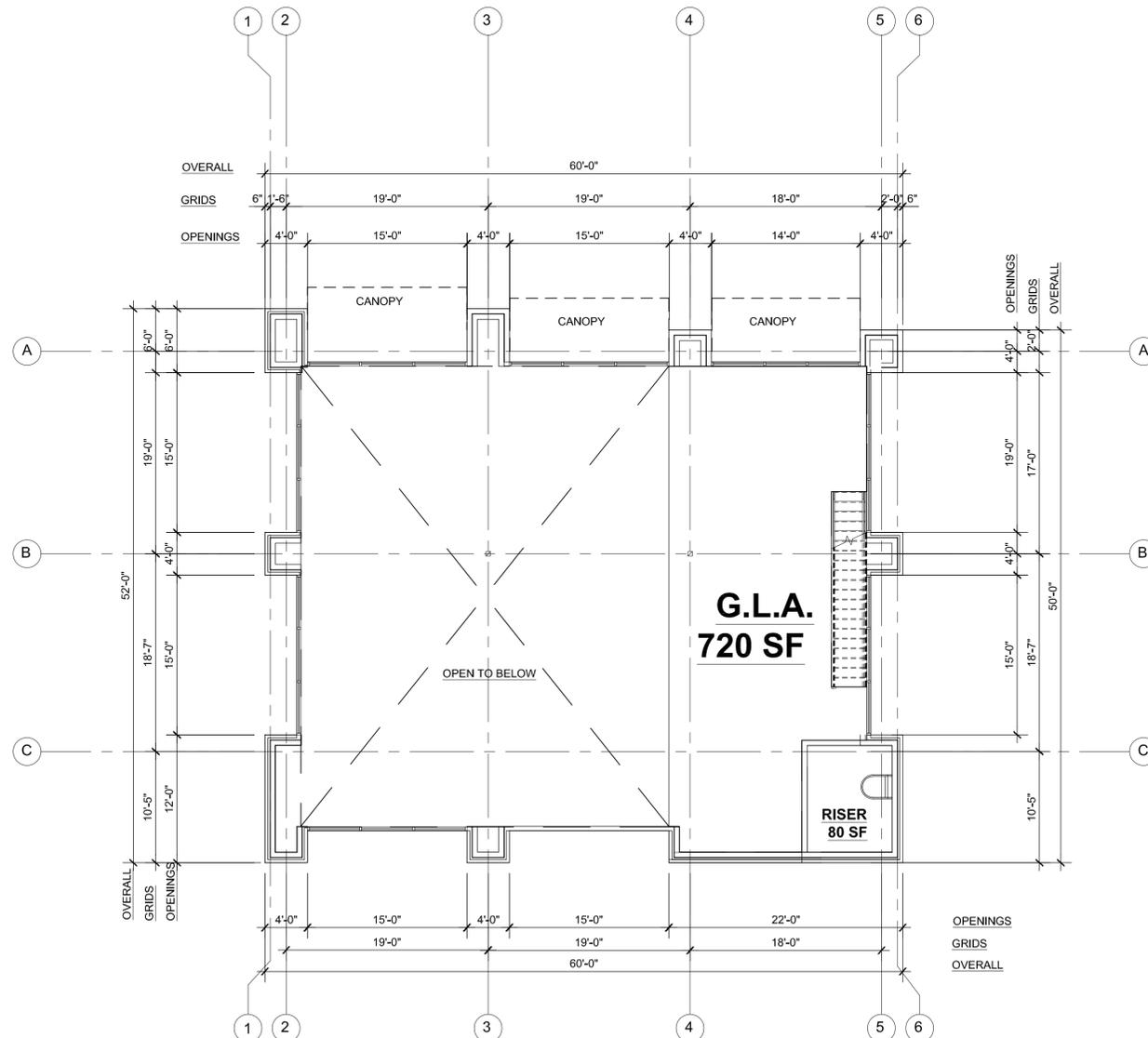
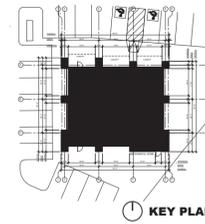
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 TX@BohlerEng.com  
 TBPE No. 18065 | TBPLS No. 10194413



SHEET TITLE:  
**FLOOR PLAN**

SHEET NUMBER:  
**1**

TOWN PROJECT #1818-Z



SECOND FLOOR PLAN



SCALE: 1/8" = 1'-0"



FLOOR PLAN

1796-Z  
ADDISON RETAIL LLC  
3820 BELTLINE RD  
ADDISON, TX 75001  
DALLAS COUNTY  
PRINTemps 2 REP  
BLOCK A, LOT 1R, 2.034 AC  
DATE: 09.15.2020

ARCHITECT

O'BRIEN ARCHITECTS  
5310 HARVEST HILL RD.  
SUITE 136, LB 161  
DALLAS, TX 75230  
PHONE: (972) 788.1010  
CONTACT: GEOFFREY BROWN

OWNER AND APPLICANT

LISCIOTTI DEVELOPMENT  
83 ORCHARD HILL PARK DRIVE  
LEOMINSTER, MA 01453  
PHONE: (978) 466.6661  
CONTACT: GREGG LISCIOTTI



SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING  
PROGRAM MANAGEMENT  
LANDSCAPE ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

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PROJECT No.: TD180002  
DRAWN BY: JJB  
CHECKED BY: MJH  
DATE: 08/03/2020  
CAD I.D.: SSO

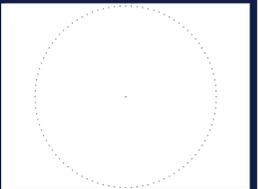
PROJECT: **SITE DEVELOPMENT PLANS**  
FOR

**ADDISON RETAIL LLC**

3820 BELT LINE ROAD  
ADDISON, TX 75001  
DALLAS COUNTY  
THOMAS L CHINOWITH ABST. 273  
BLOCK A, LOT 1R, 2.034 AC



6017 MAIN STREET  
FRISCO, TX 75034  
Phone: (469) 458-7300  
**TX@BohlerEng.com**  
TBPE No. 18065 | TBPLS No. 10194413



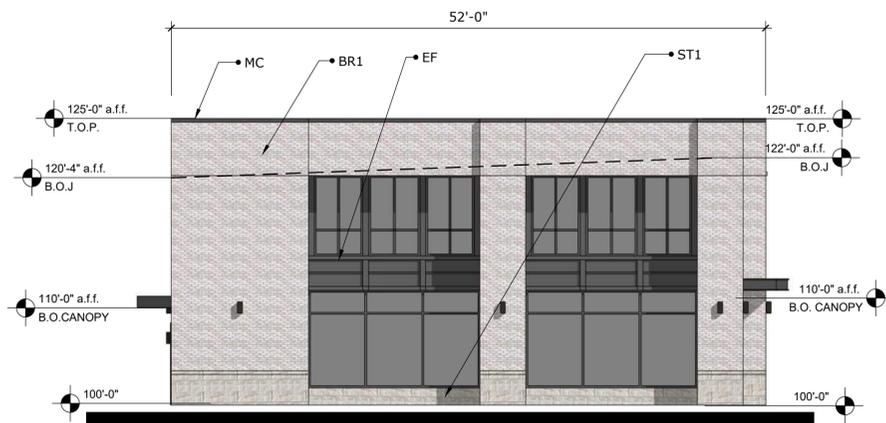
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FLOOR PLAN

SHEET NUMBER:

2

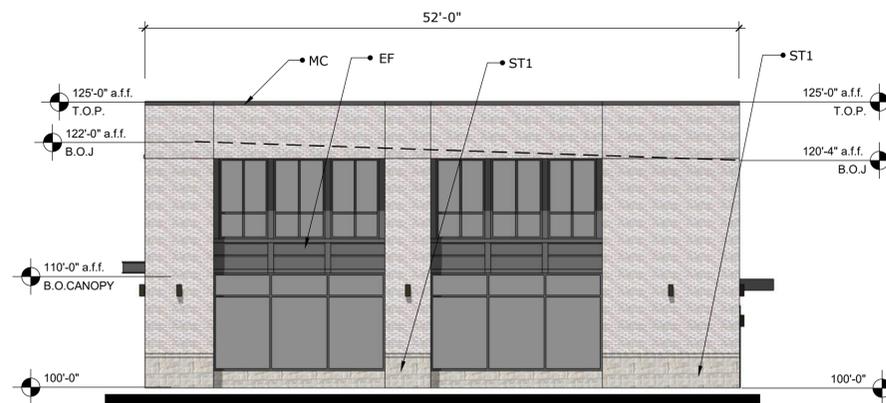
TOWN PROJECT #1818-Z



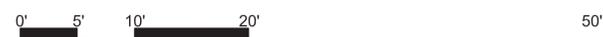
**EAST ELEVATION**



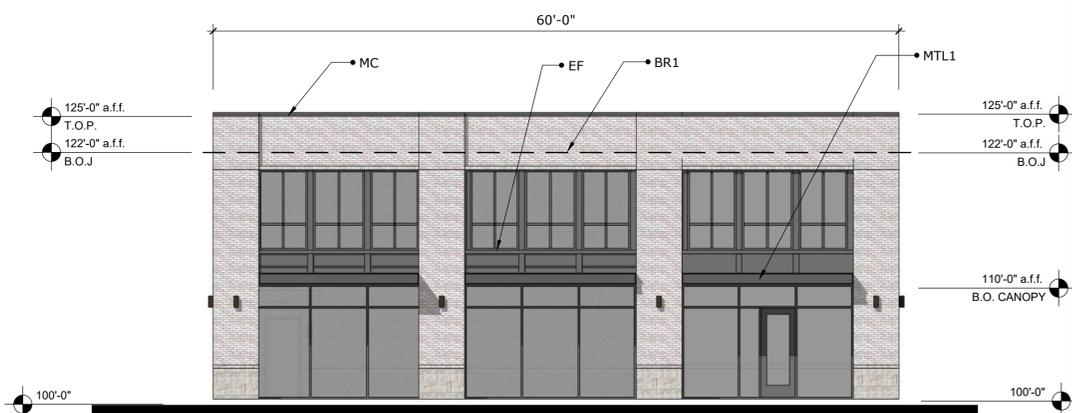
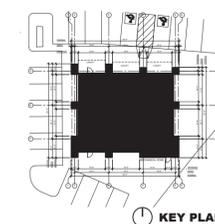
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**WEST ELEVATION**



SCALE: 1/8" = 1'-0"

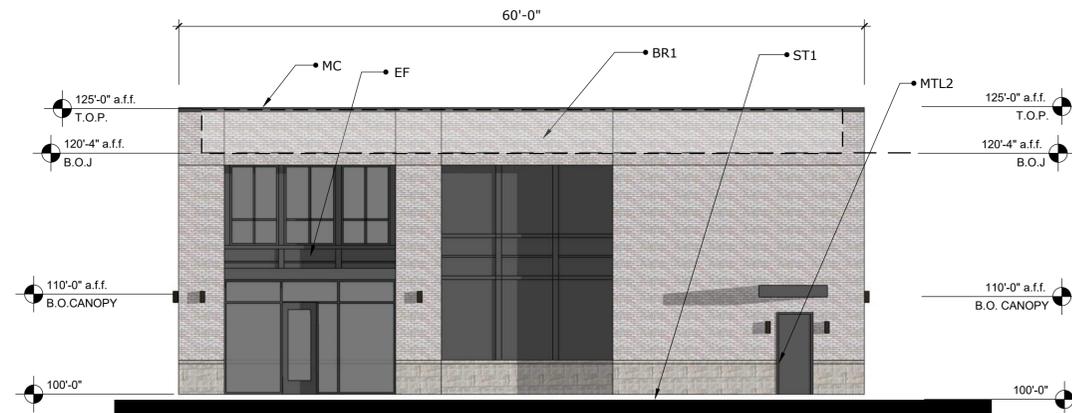


**NORTH ELEVATION**

**FRONT**



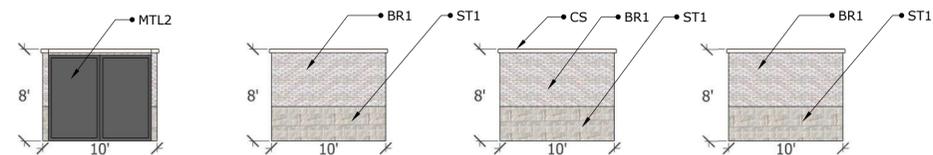
SCALE: 1/8" = 1'-0"



**SOUTH ELEVATION**



SCALE: 1/8" = 1'-0"



**NORTH**

**SOUTH**

**EAST**

**WEST**

**DUMPSTER ENCLOSURE**



SCALE: 1/8" = 1'-0"

	NORTH	SOUTH	EAST	WEST
<b>TOTAL SURFACE AREA SQ.FT. WITHOUT GLAZING</b>	<b>768</b>	<b>1,275</b>	<b>859</b>	<b>859</b>
<b>MATERIAL PERCENTAGES</b>				
Stone sq.ft.	6%	10%	13%	13%
Brick sq.ft.	48	126	111	111
Metal Accents sq. ft.	74%	63%	74%	74%
EIFS trim sq. ft.	568	800	639	639
	8%	5%	2%	2%
	64	64	19	19
	11%	22%	10%	10%
	88	285	90	90
<b>TOTAL SURFACE AREA SQ.FT. WITH GLAZING</b>	<b>1,516</b>	<b>1,530</b>	<b>1,324</b>	<b>1,324</b>
Glazing sq.ft.	49%	17%	35%	35%
	748	255	465	465

**FACADE PLAN NOTES**

- This Façade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Zoning Ordinance
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- All signage areas and locations are subject to approval by Development Services
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official

**FACADE PLAN**

1796-Z  
ADDISON RETAIL LLC  
3820 BELTLINE RD  
ADDISON, TX 75001  
DALLAS COUNTY  
PRINTEMPS 2 REP  
BLOCK A, LOT 1R, 2.034 AC  
DATE: 09.15.2020

**ARCHITECT**

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PHONE: (972) 788.1010  
CONTACT: GEOFFREY BROWN

**OWNER AND APPLICANT**

LISCIOTTI DEVELOPMENT  
83 ORCHARD HILL PARK DRIVE  
LEOMINSTER, MA 01453  
PHONE: (978) 466.6661  
CONTACT: GREGG LISCIOTTI

**Proposed Finishes:**

- MC- Metal Coping: Berridge, PreWeathered Galvalume Painted: SW 7674 Peppercorn
- MTL1- Flat Metal Canopy: Berridge, PreWeathered Galvalume Painted: SW 7674 Peppercorn
- MTL2- Hollow Metal Door: Hollow Metal Door Painted: SW7067 Cityscape
- ST1- Manufactured stone: Stone: #1 - Coronado Stone Products Hill Country Limestone- Cream
- BR1- Brick: Acme Brick- Rustic White- Velour
- CS- Cast Stone: Enterprise Precast Concrete- Buff
- EF- EIFS: Dryvit #616 King's Gray
- GL1- Storefront Glass: Vitro- Architectural Glass-Storefront
- Paint/Stucco: (A) SW7674 Peppercorn (B) SW7067 Cityscape

**MATERIAL LIST**

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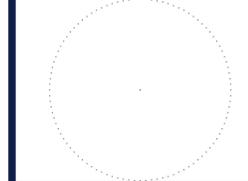
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PROJECT No.:	TD180002
DRAWN BY:	JUB
CHECKED BY:	MJH
DATE:	08/03/2020
CAD I.D.:	SS0

PROJECT: **SITE DEVELOPMENT PLANS** FOR **ADDISON RETAIL LLC**  
3820 BELT LINE ROAD  
ADDISON, TX 75001  
DALLAS COUNTY  
THOMAS L CHINOWITH ABST. 273  
BLOCK A, LOT 1R, 2.034 AC

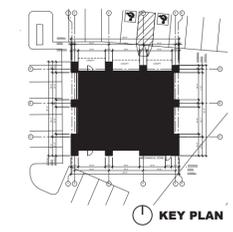
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Phone: (469) 458-7300  
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SHEET TITLE: **FACADE PLAN**  
SHEET NUMBER: **3**  
TOWN PROJECT #1818-Z



NORTHWEST CORNER



FACADE PLAN

1796-Z  
 ADDISON RETAIL LLC  
 3820 BELTLINE RD  
 ADDISON, TX 75001  
 DALLAS COUNTY  
 PRINTEMPS 2 REP  
 BLOCK A, LOT 1R, 2.034 AC  
 DATE: 09.15.2020

ARCHITECT

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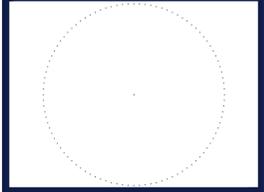
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CHECKED BY:	MJH
DATE:	08/03/2020
CAD I.D.:	SS0

PROJECT:  
**SITE DEVELOPMENT PLANS**  
 FOR  
**ADDISON RETAIL LLC**  
 3820 BELT LINE ROAD  
 ADDISON, TX 75001  
 DALLAS COUNTY  
 THOMAS L CHINOWITH ABST. 273  
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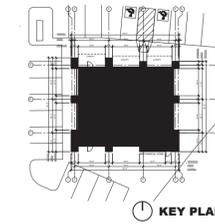
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**TX@BohlerEng.com**  
 TBPE No. 18065 | TBPLS No. 10194413



SHEET TITLE:  
**BUILDING PERSPECTIVES**  
 SHEET NUMBER:  
**4**  
 TOWN PROJECT #1818-Z



NORTHEAST CORNER



FACADE PLAN

1796-Z  
 ADDISON RETAIL LLC  
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 DALLAS COUNTY  
 PRINTEMPS 2 REP  
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PROJECT No.:	TD180002
DRAWN BY:	JUB
CHECKED BY:	MJH
DATE:	08/03/2020
CAD LD.:	SSO

PROJECT:

**SITE DEVELOPMENT PLANS**

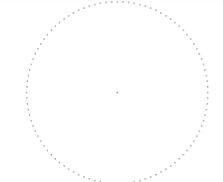
FOR

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SHEET TITLE:

**BUILDING PERSPECTIVES**

SHEET NUMBER:  
**5**

TOWN PROJECT #1818-Z

## Council Meeting

17.

**Meeting Date:** 11/10/2020

**Department:** Finance

**Pillars:** Gold Standard for Financial Health

---

### **AGENDA CAPTION:**

Present and Discuss the Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2020 Fourth Quarter Ended September 30, 2020.

### **BACKGROUND:**

The Town of Addison's financial policies require the publication of a financial report 60 days subsequent to the end of each fiscal quarter. This report covers the financial performance for the fourth quarter for Fiscal Year 2020 (July 1, 2020 - September 30, 2020). Enclosed in the report is an executive dashboard that provides a high-level look at some of the key financial indicators along with more detailed exhibits that demonstrate the current financial position for the various funds. The report includes information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds.

Key highlights for the fourth quarter include:

- General Fund revenue totaled \$39.9 million, which is 101.7 percent of the fiscal year budget.
- Sales tax collections totaled \$14.3 million, which is 104.4 percent of the fiscal year budget. Property tax revenues are \$18.7 million, which is 99.6 percent of budget.
- General Fund expenditures totaled \$40.2 million, which is 93.2 percent of the fiscal year budget. All departments, except 1, were at or below their respective budgets for Fiscal Year 2020.
- The Hotel Fund had revenue of \$3.6 million and expenditures of \$4.0 million, which are below historical averages. This is primarily because of the cancellation of Special Events due to COVID-19.
- Hotel occupancy tax collections are 55.9 percent of budget.
- Performing Arts expenditures are at 100 percent due to the final payment of the Water Tower Theatre grant.
- Special Events revenues totaled 8.2 percent, and expenses totaled 27.1 percent of the fiscal year budget. This is because of the cancellation of events due to COVID-19.
- Airport Fund operating revenue totaled \$7.7 million or 99.5 percent, and operating expenditures totaled \$5.1 million or 90.9 percent of the fiscal year budget.

- Utility Fund operating revenue totaled \$13.1 million or 100 percent, and expenditures totaled \$12.3 million or 93.5 percent of the fiscal year budget. The year-to-date revenue and percent of budget is in line with prior year. Water wholesale purchases and wastewater treatment expenses slightly exceeded the FY2020 budget.
- Stormwater Fund revenue totaled \$2.4 million, or 101.2 percent of the budgeted amount, and expenditures totaled \$1.1 million or 72.9 percent of the fiscal year budget.

The financial condition of the Town remains strong and all reported funds adhere to the 25% fund balance requirement. The Quarterly Investment Report for Quarter 4 of Fiscal Year 2020 is also being provided for informational purposes. This report has been prepared in accordance with state law and the Town's Financial Policies.

**RECOMMENDATION:**

Information only, no action required.

---

**Attachments**

Presentation - Quarterly Financial Report Fiscal Year 2020 Fourth Quarter  
Quarterly Financial Report - Fiscal Year 2020 Fourth Quarter  
Quarterly Investment Report - Fiscal Year 2020 Fourth Quarter

---

# Quarterly Financial Report Fiscal Year 2020 Fourth Quarter

November 10, 2020

The logo for ADDISON, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. The circle is set against a blue background that is part of a larger graphic element on the right side of the slide. This graphic element consists of a blue square with a white circle in the center, and the top-left and bottom-right corners of the square are cut off by diagonal lines, revealing a dark grey background underneath.

**ADDISON**

# Executive Dashboard – Key Revenue Sources

Financial Indicators			
Positive variance compared to historical trends			Positive
Negative variance of 3%-5% and more than \$50,000 compared to historical trends			Warning
Negative variance of >5% and more than \$50,000 compared to historical trends			Negative

Key Revenue Sources	FY2020 Budget	Actual through 9/30/20	% Annual Budget
Ad Valorem Taxes - General Fund	\$ 18,752,174	\$ 18,682,521	99.63%
Non-Property Taxes - General Fund	14,840,000	15,191,224	102.37%
Hotel Tax	5,540,000	3,097,548	55.91% <sup>(1)</sup>
Franchise Fees - General Fund	2,332,100	2,202,455	94.44%
Service/Permitting/License Fees - General Fund	2,806,790	2,985,665	106.37%
Rental Income - All Funds	5,223,600	4,733,139	90.61%
Fines and Penalties - All Funds	427,000	264,445	61.93% <sup>(2)</sup>
Special Event Revenue - Hotel Fund	1,297,500	107,030	8.25% <sup>(3)</sup>
Fuel Flowage Fees - Airport Fund	916,000	867,778	94.74%
Water and Sewer Charges - Utility Fund	12,927,738	12,841,076	99.33%

<sup>(1)</sup> Hotel tax revenue reflects less hotel occupancy due to COVID-19

<sup>(2)</sup> Municipal court fines due to fewer citations issued

<sup>(3)</sup> Special event revenue reflects cancellation of special events due to COVID-19

# Executive Dashboard – Key Expenditures

Key Expenditures	FY2020 Budget	Actual through 9/30/20	% Annual Budget
General Fund	\$ 43,219,096	\$ 40,178,157	92.96%
Hotel Fund	7,971,396	4,003,556	50.22% <sup>(3)</sup>
Economic Development	1,870,331	1,383,358	73.96%
Airport Operations	5,661,675	5,145,294	90.88%
Utility Operations	13,112,660	12,264,833	93.53%

<sup>(1)</sup> Hotel tax revenue reflects less hotel occupancy due to COVID-19

<sup>(2)</sup> Municipal court fines due to fewer citations issued

<sup>(3)</sup> Special event revenue reflects cancellation of special events due to COVID-19

# Personnel Information

## Staffing Indicators

### Personnel Information:

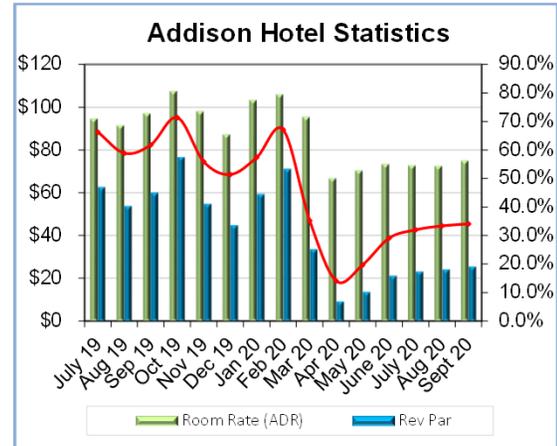
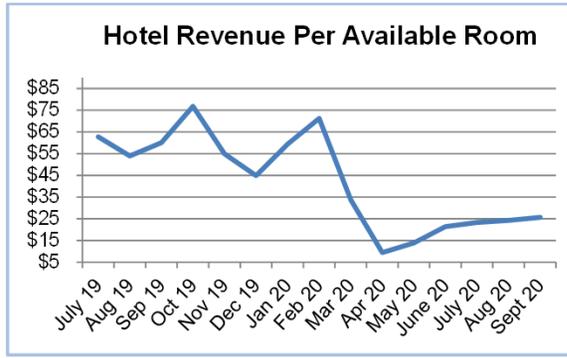
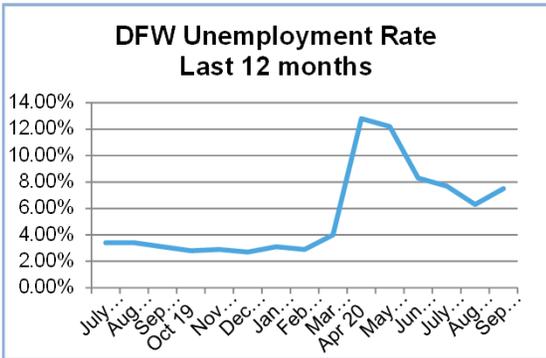
Separations - Benefitted Positions				
Department	7/2020-9/2020			FY2020
	Part-Time Positions	Full-time positions	Total 4th Qtr	YTD
City Manager	0	0	0	0
Conference Centre	0	7	7	8
Development Services	0	1	1	1
Finance	0	1	1	3
Fire	0	0	0	3
General Services	0	1	1	2
Human Resources	0	0	0	0
Public Works	0	0	0	6
Marketing & Communications	0	1	1	1
Municipal Court	0	0	0	0
Parks	0	0	0	1
Police	0	1	1	5
Recreation	0	1	1	3
Special Events	0	0	0	1
Streets	0	0	0	0
<b>Grand Total</b>	<b>0</b>	<b>13</b>	<b>13</b>	<b>34</b>

New Hires - Benefitted Positions				
Department	7/2020-9/2020			FY2020
	Part-Time Positions	Full-time positions	Total 4th Qtr	YTD
City Manager	0	0	0	0
Conference Centre	0	0	0	3
Development Services	0	0	0	1
Finance	0	0	0	2
Fire	0	0	0	6
General Services	0	0	0	0
Human Resources	0	0	0	0
Public Works	0	2	2	6
Marketing & Communications	0	0	0	0
Municipal Court	0	0	0	0
Parks	0	1	1	3
Police	0	2	2	6
Recreation	0	0	0	2
Special Events	0	0	0	1
Streets	0	0	0	2
<b>Grand Total</b>	<b>0</b>	<b>5</b>	<b>5</b>	<b>32</b>

Public Safety Sworn Positions	Budgeted FY 2020	Filled Positions	Percent Filled
Police	74	72	97%
Fire <sup>(1)</sup>	58	59	102%

<sup>(1)</sup> FY2020 budget includes 58 budgeted positions plus overfill of 1 Firefighter (F3) position

# Economic Indicators



#### Occupancy Indicators:

Office Occupancy = 79.0%

Retail Occupancy = 93.0%



#### Hotel Indicators

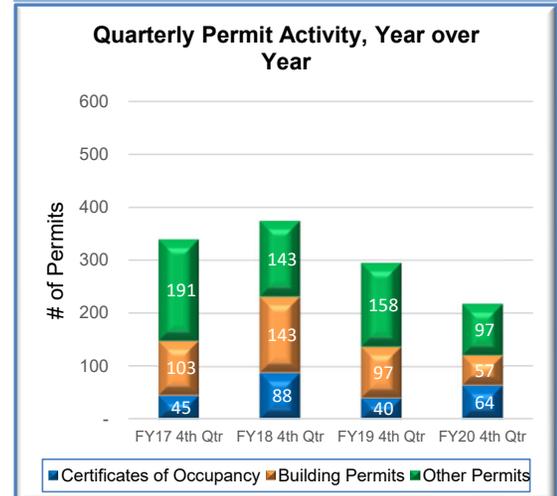
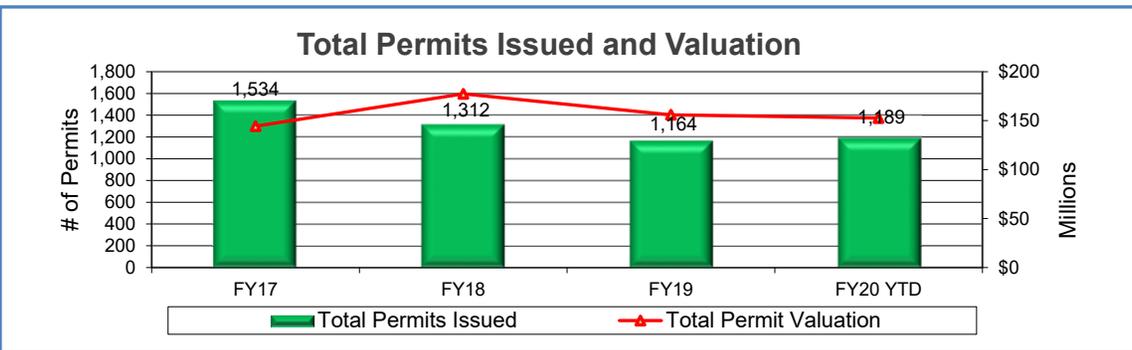
Hotel Occupancy = 33.2%

RevPar = \$24.43



Source: CoStar (compares to prior year Q4)

Source: STR Report (compares to prior year Q4)

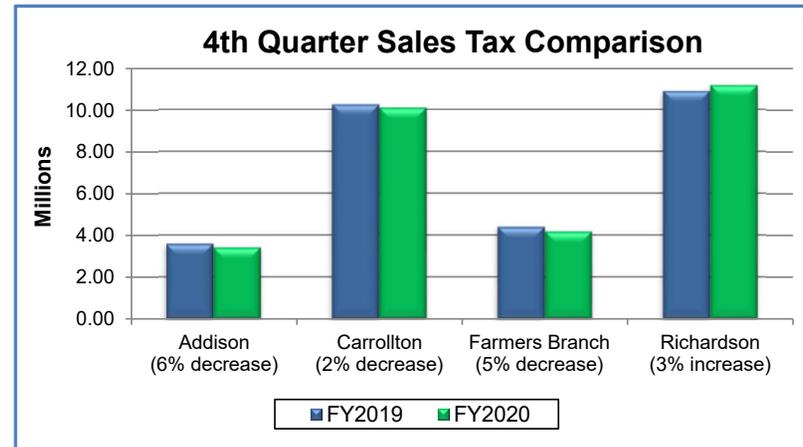


# Economic Indicators



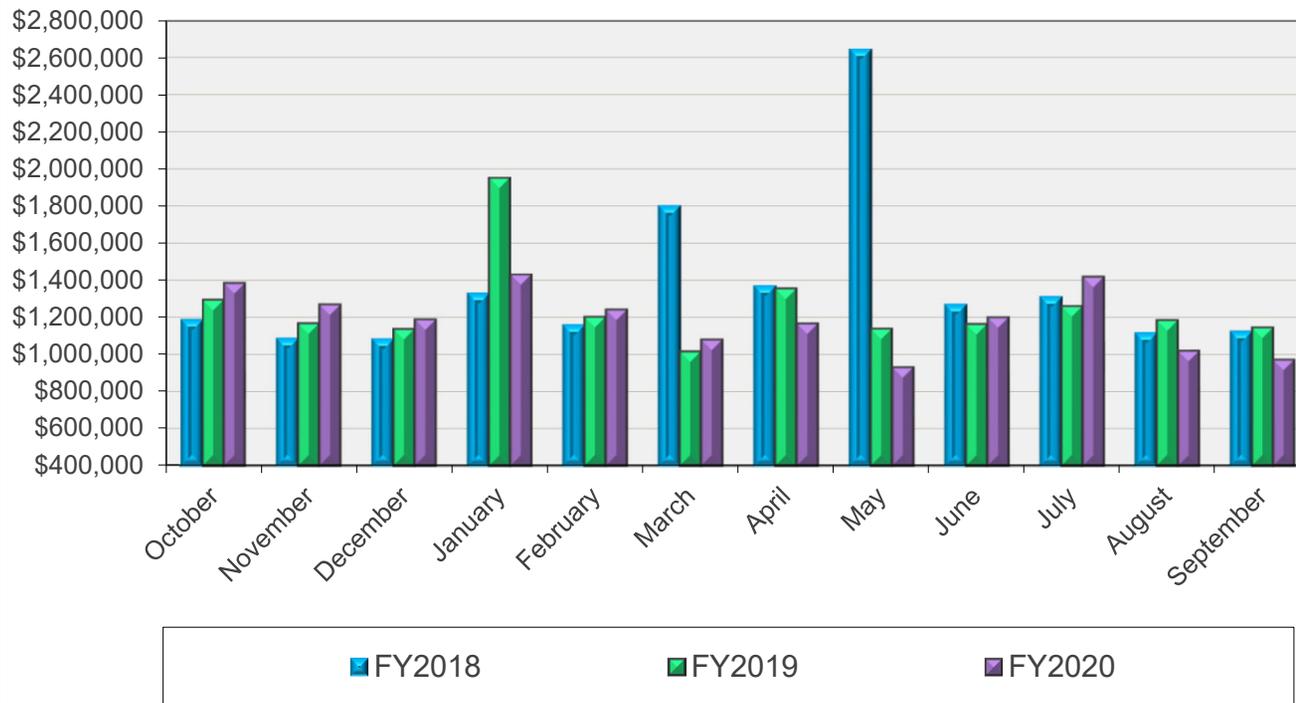
## Economic Development Incentives:

Executed Agreements	Amount Paid FY20	Total Incentives Committed
5	\$384,869	\$480,334



# Sales Tax Collections

## Monthly Sales Tax Collections

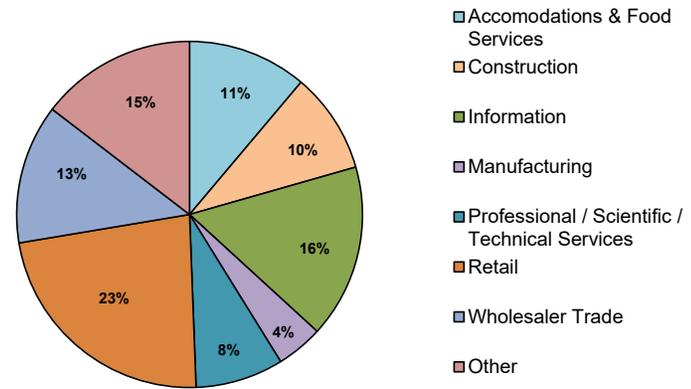


# Sales Tax Collections

**TOWN OF ADDISON**  
**Schedule of Sales Tax Collections**  
*For the quarter ending September 30, 2020*

	FY2020 Monthly Collections	% Change from Prior Year	FY2019 Monthly Collections
October	\$ 1,384,839	7.0%	\$ 1,294,332
November	1,269,353	8.7%	1,168,041
December	1,188,777	4.5%	1,137,218
January	1,430,683	-26.7%	1,951,678
February	1,241,465	3.3%	1,202,189
March	1,080,029	6.3%	1,016,343
April	1,166,877	-13.9%	1,355,558
May	931,272	-18.2%	1,138,099
June	1,199,683	3.0%	1,164,646
July	1,418,491	12.6%	1,259,503
August	1,019,598	-13.9%	1,184,583
September	971,556	-15.1%	1,144,891
	<b>\$ 14,302,624</b>		<b>\$ 15,017,081</b>
Budget:	13,700,000	104.4%	13,700,000

**Breakdown of Sales Tax by Economic Category**



# General Fund Revenue

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Revenues:</b>					
Ad Valorem taxes:					
Current taxes	\$ 17,296,733	\$ 18,781,674	\$ 96,660	\$ 18,991,094	101.1%
Delinquent taxes	(96,002)	(70,000)	4,993	(356,413)	509.2% <sup>(1)</sup>
Penalty & interest	40,238	40,500	20,040	47,840	118.1%
Non-property taxes:					
Sales tax	15,017,081	13,700,000	3,409,645	14,302,624	104.4%
Alcoholic beverage tax	1,151,057	1,140,000	297,253	888,599	77.9%
Franchise / right-of-way use fees:					
Electric franchise	1,534,930	1,560,000	311,363	1,485,546	95.2%
Gas franchise	253,426	216,600	-	204,919	94.6%
Telecommunication access fees	400,099	400,000	61,959	316,471	79.1%
Cable franchise	270,799	150,000	31,735	196,520	131.0%
Street rental fees	-	5,500	(1,000)	(1,000)	0.0%
Licenses and permits:					
Business licenses and permits	222,420	165,700	27,382	110,964	67.0%
Building and construction permits	1,144,521	674,500	132,117	1,072,321	159.0%
Service fees:					
General government	-	-	-	20	0.0%
Public safety	907,174	942,300	182,367	836,792	88.8%
Urban development	2,180	60,300	7,682	17,727	29.4%
Streets and sanitation	403,677	377,200	102,768	396,436	105.1%
Recreation	64,452	70,300	3,758	34,914	49.7%
Interfund	349,380	516,490	129,123	516,490	100.0%
Court fines	376,362	352,000	35,433	227,998	64.8% <sup>(2)</sup>
Interest earnings	643,083	100,000	26,138	402,873	402.9%
Rental income	7,380	7,600	3,600	9,252	121.7%
Other	262,961	3,000	(58,819)	163,278	5442.6% <sup>(3)</sup>
<b>Total Revenues</b>	<b>40,251,951</b>	<b>39,193,664</b>	<b>4,824,197</b>	<b>39,865,265</b>	<b>101.7%</b>

<sup>(1)</sup> Delinquent property tax refunds

<sup>(2)</sup> Municipal court has fewer court fines/fees issued due to COVID-19

<sup>(3)</sup> Includes sale of City property not budgeted for in FY2020

# General Fund Expenditures

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Expenditures:</b>					
General Government:					
City Secretary	175,970	207,783	49,947	172,993	83.3%
City Manager	1,186,118	1,246,999	360,267	1,243,138	99.7%
Finance	2,044,165	1,849,829	645,208	1,820,999	98.4%
General Services	716,848	766,195	207,706	680,201	88.8%
Municipal Court	650,660	739,563	173,583	644,147	87.1%
Human Resources	643,118	713,207	176,670	640,255	89.8%
Information Technology	2,006,930	2,220,737	508,719	1,899,127	85.5%
Combined Services	1,163,133	1,388,593	307,599	1,320,146	95.1%
Council Projects	330,555	351,811	(60,294)	339,790	96.6%
Public Safety:					
Police	9,354,818	9,988,388	2,677,450	9,302,777	93.1%
Emergency Communications	1,365,490	1,432,188	4,533	1,360,463	95.0%
Fire	7,868,725	8,462,015	2,456,021	8,466,819	100.1% <sup>(1)</sup>
Development Services	1,350,598	1,626,900	489,978	1,498,545	92.1%
Streets	1,777,128	2,220,634	658,693	1,791,421	80.7%
Parks and Recreation:					
Parks	3,911,318	4,044,545	1,203,493	3,759,534	93.0%
Recreation	1,609,586	1,899,309	491,552	1,628,903	85.8%
Other financing uses:					
Transfers to other funds	4,471,504	4,060,400	491,637	3,608,900	88.9%
<b>Total Expenditures</b>	<b>40,626,664</b>	<b>43,219,096</b>	<b>10,842,763</b>	<b>40,178,157</b>	<b>93.0%</b>
Net Change in Fund Balance	(374,713)	(4,025,432)	(6,018,566)	(312,892)	
<b>Fund Balance at Beginning of Year</b>	<b>20,962,956</b>	<b>20,588,243</b>		<b>20,588,243</b>	
<b>Fund Balance at End of Year</b>	<b>\$ 20,588,243</b>	<b>\$ 16,562,811</b>		<b>\$ 20,275,351</b>	

<sup>(1)</sup> Personnel costs slightly exceeded budget for FY 2020

# Hotel Fund

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Revenues:</b>					
Hotel/Motel occupancy taxes	\$ 5,401,691	\$ 5,540,000	\$ 413,760	\$ 3,097,548	55.9% <sup>(1)</sup>
Proceeds from special events	1,043,162	1,297,500	(8,090)	107,030	8.2% <sup>(2)</sup>
Conference centre rental	523,710	630,000	(25,225)	233,182	37.0% <sup>(3)</sup>
Theatre centre rental	88,460	77,000	11,388	68,781	89.3%
Interest and miscellaneous	108,265	25,000	3,576	57,203	228.8%
<b>Total Revenues</b>	<b>7,165,288</b>	<b>7,569,500</b>	<b>395,408</b>	<b>3,563,745</b>	<b>47.1%</b>
<b>Expenditures:</b>					
Addison theatre centre	291,298	421,938	97,644	246,506	58.4%
Conference centre	956,507	1,152,735	139,053	796,480	69.1%
General hotel operations	142,763	144,173	1,716	53,548	37.1%
Marketing	962,526	1,134,939	165,366	617,618	54.4%
Performing arts	437,900	505,000	-	505,000	100.0% <sup>(4)</sup>
Special events	2,579,212	2,812,567	226,190	761,982	27.1% <sup>(2)</sup>
Special events operations	903,337	998,354	91,771	606,660	60.8%
Attractions Capital Projects	1,039,680	33,690	17,808	31,761	94.3%
Other financing uses:					
Transfer to Economic Development Fund	715,000	768,000	-	384,000	50.0%
<b>Total Expenditures</b>	<b>8,028,225</b>	<b>7,971,396</b>	<b>739,550</b>	<b>4,003,556</b>	<b>50.2%</b>
Net Change in Fund Balance	(862,937)	(401,896)	(344,141)	(439,811)	
<b>Fund Balance at Beginning of Year</b>	<b>4,122,537</b>	<b>3,259,600</b>		<b>3,259,600</b>	
<b>Fund Balance at End of Year</b>	<b>\$ 3,259,600</b>	<b>\$ 2,857,704</b>		<b>\$ 2,819,789</b>	

<sup>(1)</sup> Hotel tax fell significantly in the 3rd quarter due to the effects of COVID-19

<sup>(2)</sup> Special event revenues and expenses are low because of cancellation of events due to COVID-19

<sup>(3)</sup> Conference Centre rental revenue fell sharply due to COVID-19 and the subsequent closure of the Conference Centre

<sup>(4)</sup> Final matching grant payment for non-profit grant funding to Water Tower Theatre in June 2020. Amount is in line with historical data.

# Economic Development Fund



CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Revenues:</b>					
Ad Valorem taxes:	\$ 1,086,365	\$ 1,105,981	\$ 7,140	\$ 1,096,177	99.1%
Business license fee	64,026	50,500	3,153	47,043	93.2%
Interest income and other	48,416	30,000	2,404	34,160	113.9%
Transfers from General/Hotel Fund	715,000	768,000	-	384,000	50.0% <sup>(1)</sup>
<b>Total Revenues</b>	<b>1,913,807</b>	<b>1,954,481</b>	<b>12,697</b>	<b>1,561,380</b>	<b>79.9%</b>
<b>Expenditures:</b>					
Personnel services	453,011	479,272	139,110	477,439	99.6%
Supplies	18,456	23,645	3,678	8,507	36.0%
Maintenance	17,805	23,237	5,741	19,393	83.5%
Contractual services	1,042,520	1,327,180	231,511	861,021	64.9%
Capital replacement/lease	22,021	16,997	4,249	16,997	100.0%
<b>Total Expenditures</b>	<b>1,553,813</b>	<b>1,870,331</b>	<b>384,290</b>	<b>1,383,358</b>	<b>74.0%</b>
Net Change in Fund Balance	359,994	84,150	(371,593)	178,023	
<b>Fund Balance at Beginning of Year</b>	<b>1,437,025</b>	<b>1,797,019</b>		<b>1,797,019</b>	
<b>Fund Balance at End of Year</b>	<b>\$ 1,797,019</b>	<b>\$ 1,881,169</b>		<b>\$ 1,975,042</b>	

<sup>(1)</sup> Reduced transfer from the Hotel Fund

# Airport Fund



CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Operating Revenues:</b>					
Operating grants	\$ -	\$ 1,360,000	\$ 157,000	\$ 1,381,219	101.6%
Service fees	103,306	138,000	25,022	103,234	74.8% <sup>(1)</sup>
Fuel flowage fees	1,019,452	916,000	236,475	867,778	94.7% <sup>(1)</sup>
Rental income	5,488,112	4,509,000	1,110,864	4,421,924	98.1%
Interest income and other	356,442	780,000	61,357	892,665	114.4%
<b>Total Operating Revenues:</b>	<b>6,967,312</b>	<b>7,703,000</b>	<b>1,590,717</b>	<b>7,666,819</b>	<b>99.5%</b>
<b>Operating Expenses:</b>					
Town - Personnel services	324,776	470,762	98,822	338,805	72.0%
Town - Supplies	33,600	41,000	34,369	39,577	96.5%
Town - Maintenance	77,453	53,441	22,655	69,292	129.7% <sup>(2)</sup>
Town - Contractual services	186,367	287,983	33,461	183,231	63.6%
Town - Capital Replacement/Lease	32,292	217,258	54,315	217,258	100.0%
Town - Debt service	763,934	853,910	174,643	866,353	101.5%
Operator - Operations and maintenance	2,761,617	3,308,028	753,524	3,070,472	92.8%
Operator - Service contract	522,020	429,293	87,436	360,307	83.9%
<b>Total Operating Expenses:</b>	<b>4,702,059</b>	<b>5,661,675</b>	<b>1,259,224</b>	<b>5,145,294</b>	<b>90.9%</b>
Capital Projects (Cash Funded)	31,703	3,663,917	2,476,184	3,633,777	99.2%
<b>Total Expenses:</b>	<b>4,733,762</b>	<b>9,325,592</b>	<b>3,735,408</b>	<b>8,779,072</b>	<b>94.1%</b>
Net Change in Working Capital	2,233,550	(1,622,592)	(2,144,691)	(1,112,253)	
<b>Working Capital at Beginning of Year</b>	<b>4,812,377</b>	<b>7,045,927</b>		<b>7,045,927</b>	
<b>Working Capital at End of Year</b>	<b>\$ 7,045,927</b>	<b>\$ 5,423,335</b>		<b>\$ 5,933,674</b>	

<sup>(1)</sup> Percentage is below the quarterly threshold but actuals are in line with historical trends

<sup>(2)</sup> Actuals are in line with historical trends

# Utility Fund



CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Operating revenues:</b>					
Water sales	\$ 6,663,348	\$ 7,051,676	\$ 3,158,376	\$ 7,460,287	105.8%
Sewer charges	5,144,473	5,876,062	1,853,292	5,380,789	91.6%
Tap fees	7,050	25,275	4,800	11,375	45.0%
Penalties	124,261	75,000	-	36,448	48.6%
Interest income and other	169,769	94,600	122,074	239,318	253.0%
<b>Total Operating Revenues:</b>	<b>12,108,901</b>	<b>13,122,613</b>	<b>5,138,542</b>	<b>13,128,216</b>	<b>100.0%</b>
<b>Operating expenses:</b>					
Personnel services	1,716,439	2,264,720	533,647	1,926,249	85.1%
Supplies	176,462	217,990	59,969	206,621	94.8%
Maintenance	329,051	495,622	223,220	530,032	106.9%
Contractual services					
Water purchases	3,467,867	3,435,039	1,286,650	3,506,330	102.1% <sup>(1)</sup>
Wastewater treatment	3,635,316	3,373,435	690,187	3,427,714	101.6% <sup>(1)</sup>
Other services	863,217	1,390,199	174,203	741,493	53.3%
Capital Replacement/Lease	340,657	331,857	82,964	331,857	100.0%
Debt service	1,133,162	1,513,798	331,066	1,516,118	100.2%
Capital outlay	74,949	90,000	50,583	78,419	87.1%
<b>Total Operating Expenses:</b>	<b>11,737,120</b>	<b>13,112,660</b>	<b>3,432,488</b>	<b>12,264,833</b>	<b>93.5%</b>
Capital Projects (Cash Funded)	338,352	1,813,000	523,752	860,362	47.5%
<b>Total Expenses:</b>	<b>12,075,472</b>	<b>14,925,660</b>	<b>3,956,240</b>	<b>13,125,196</b>	<b>87.9%</b>
Net Change in Working Capital	33,429	(1,803,047)	1,182,301	3,020	
<b>Working Capital at Beginning of Year</b>	<b>6,233,408</b>	<b>6,266,837</b>		<b>6,266,837</b>	
<b>Working Capital at End of Year</b>	<b>\$ 6,266,837</b>	<b>\$ 4,463,790</b>		<b>\$ 6,269,857</b>	

<sup>(1)</sup> Water wholesale purchases and wastewater treatment expenses slightly exceeded the FY2020 budget

# Stormwater Utility Fund

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Operating revenues:</b>					
Drainage Fees	\$ 2,235,566	\$ 2,349,795	\$ 747,806	\$ 2,320,434	98.8% <sup>(1)</sup>
Interest income and other	159,165	53,900	8,230	110,961	205.9%
<b>Total Operating Revenues:</b>	<b>2,394,731</b>	<b>2,403,695</b>	<b>756,036</b>	<b>2,431,395</b>	<b>101.2%</b>
<b>Operating expenses</b>					
Personnel services	275,422	304,134	74,955	273,918	90.1%
Supplies	16,117	20,597	5,600	13,239	64.3%
Maintenance	77,810	210,700	27,754	32,637	15.5%
Contractual services	179,173	367,874	60,452	172,465	46.9%
Debt service	546,916	544,466	122,033	543,141	99.8%
Capital outlay	21,035	40,000	-	48,524	121.3% <sup>(2)</sup>
Other financing uses:					
Capital Projects (Cash Funded)	-	-	-	-	0.0%
<b>Total Operating Expenses:</b>	<b>1,116,473</b>	<b>1,487,771</b>	<b>290,794</b>	<b>1,083,926</b>	<b>72.9%</b>
Capital Projects (Cash Funded)	50,449	1,181,000	3,979	33,383	2.8%
<b>Total Expenses:</b>	<b>1,166,922</b>	<b>2,668,771</b>	<b>294,774</b>	<b>1,117,308</b>	<b>41.9%</b>
Net Change in Working Capital	1,227,809	(265,076)	461,262	1,314,087	
<b>Working Capital at Beginning of Year</b>	<b>5,240,798</b>	<b>6,468,607</b>		<b>6,468,607</b>	
<b>Working Capital at End of Year</b>	<b>\$ 6,468,607</b>	<b>\$ 6,203,531</b>		<b>\$ 7,782,694</b>	

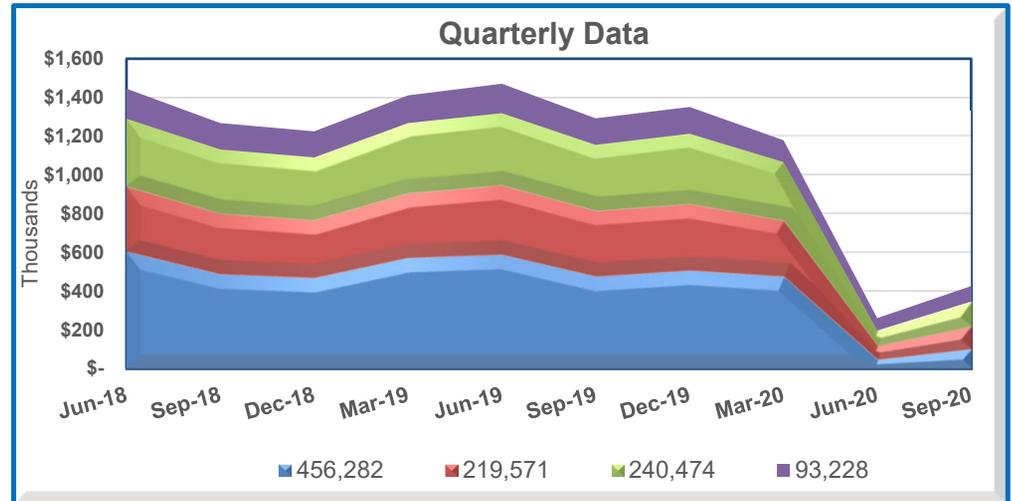
<sup>(1)</sup> Fees represent a one-month lag in the collection of stormwater revenue but actuals are in line with historical trends

<sup>(2)</sup> Capital outlay includes the purchase of one delayed arrival vehicle

# Hotel Occupancy Tax Collections

ADDISON

	Rooms		July - Sept. 2020		20 to 19
	Number	%	Amount	%	% Diff.
<b>Full Service</b>					
Marriott Quorum	547	13%	\$ 71,804	17%	-69%
Renaissance	528	13%	27,690	7%	-81%
<sup>(1)</sup> Crowne Plaza	428	10%	-	0%	-100%
	1,503	37%	99,494	23%	-79%
<b>Extended Stay</b>					
Budget Suites	344	8%	9,811	2%	12%
Hawthorn Suites	70	2%	7,032	2%	-55%
Marriott Residence Inn	150	4%	20,788	5%	-70%
Hyatt House	132	3%	24,164	6%	-44%
<sup>(2)</sup> Homewood Suites	120	3%	17,168	4%	-69%
Home2Suites	132	3%	25,657	6%	-66%
Springhill Suites	159	4%	14,609	3%	-80%
	1,107	27%	119,229	28%	-65%
<b>Business Moderate</b>					
Marriott Courtyard Quorum	176	4%	16,650	4%	-80%
LaQuinta Inn	152	4%	32,381	8%	-34%
Marriott Courtyard Midway	145	4%	13,819	3%	-74%
Radisson - Addison	101	2%	15,552	4%	-51%
Hilton Garden Inn	96	2%	13,649	3%	-73%
Holiday Inn Express	97	2%	16,985	4%	100%
<sup>(2)</sup> Holiday Inn Beltway	102	2%	-	0%	100%
Best Western Plus	84	2%	18,541	4%	-30%
	953	23%	127,577	30%	-63%
<b>Economy</b>					
Motel 6	127	3%	26,879	6%	-22%
Hampton Inn	158	4%	10,749	3%	-80%
Red Roof Inn	105	3%	18,482	4%	-2%
Quality Suites North/Galleria	78	2%	19,393	5%	-20%
America's Best Value Inn	60	1%	4,158	1%	-17%
	528	13%	79,661	19%	-42%
<b>TOTAL</b>	<b>4,091</b>	<b>100%</b>	<b>\$ 425,961</b>	<b>100%</b>	<b>-67%</b>



<sup>(1)</sup> Crowne Plaza has closed permanently

<sup>(2)</sup> Not yet received one or more payments for the quarter

# Investment Report Summary

The logo for ADDISON, consisting of the word "ADDISON" in white capital letters inside a blue circle.

	<b>Book Value</b>	<b>Market Value</b>	<b>Interest Revenue</b>	<b>Weighted Average Yield-to-Maturity</b>
<b>09/30/2020</b>	111,058,442	111,217,841	219,319	0.64%
<b>06/30/2020</b>	106,443,479	106,710,716	341,986	1.08%
<b>Change</b>	4,614,963	4,507,125	(122,667)	-0.44%
<b>% Change</b>	4.34%	4.22%	-35.87%	-40.96%



Department of Finance  
*Quarterly Review*

*For the Period Ended September 30, 2020*

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*Town of Addison*

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**To: Wes Pierson, City Manager**  
**From: Steven Glickman, Chief Financial Officer**  
**Re: Fourth Quarter Financial Review**  
**Date: 11/10/2020**

This is the fourth quarter report for the 2019-2020 fiscal year. Revenues and expenditures reflect activity from October 1, 2019 through September 30, 2020 or 100 percent of the fiscal year.

### **GENERAL FUND**

- Fiscal year-to-date revenue totals \$39.9 million, which is 101.7 percent of the overall budget amount. Sales tax collections are at 104.4 percent of the fiscal year 2020 budget. Alcoholic beverage tax collections are at 77.9 percent of the fiscal year 2020 budget.
- Fiscal year-to-date expenditures and transfers total approximately \$40.2 million, which is 93.0 percent of budget. Most departments were at or below their respective budgets for fiscal year 2020.

### **HOTEL FUND**

- Revenues through the fourth quarter total approximately \$3.6 million, 47.1 percent of the fiscal year 2020 budget. Hotel occupancy tax collections are 55.9 percent of budget through eleven months of collections. Proceeds from Special Events are below budget because of cancellation of events due to COVID-19.
- Hotel Fund expenditures of \$4.0 million are 50.2 percent of budget, and \$4.0 million less than this time a year ago. Performing Arts expenditures are at 100 percent due to the final payment of the Water Tower Theater grant. Special events expenditures are at 27.1 percent because of the cancellation of events due to COVID-19.

### **AIRPORT FUND**

- Operating revenue through the fourth quarter total approximately \$7.7 million or 99.5 percent of the fiscal year 2020 budget.
- Operating expenses total \$5.1 million, or 90.9 percent of fiscal year 2020 budget.
- Through the fourth quarter \$3.6 million has been spent on cash funded capital projects.
- Working Capital at end-of-year for the Airport Fund is \$5.9 million.

## UTILITY FUND

- Operating revenue through the fourth quarter totals \$13.1 million, or 100 percent of the fiscal year 2020 budget. Water revenues are at 105.8 percent of the fiscal year 2020 budget. There is heavy seasonality with water revenue. The year-to-date revenue and percent of budget is in line with prior year.
- Operating expenses through the fourth quarter total approximately \$12.3 million, or 93.5 percent of the fiscal year 2020 budget. Water wholesale purchases and wastewater treatment expenses slightly exceeded the FY2020 budget.

## STORMWATER FUND

- Operating revenue through the fourth quarter total \$2.4 million, or 101.2 percent of the fiscal year 2020 budget.
- Operating expenses through the fourth quarter total approximately \$1.1 million, or 72.9 percent of the fiscal year 2020 budget. The percentage to budget is driven by our debt service payment, which was made in Q2 of the fiscal year. Capital expense includes the purchase of a new vehicle.

## Executive Dashboard - 4th Quarter, 2020 Fiscal Year

### Financial Indicators

Positive variance compared to historical trends

Positive

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Warning

Negative variance of >5% and more than \$50,000 compared to historical trends

Negative

Key Revenue Sources	FY2020 Budget	Actual through 9/30/20	% Annual Budget
Ad Valorem Taxes - General Fund	\$ 18,752,174	\$ 18,682,521	99.63%
Non-Property Taxes - General Fund	14,840,000	15,191,224	102.37%
Hotel Tax	5,540,000	3,097,548	55.91% <sup>(1)</sup>
Franchise Fees - General Fund	2,332,100	2,202,455	94.44%
Service/Permitting/License Fees - General Fund	2,806,790	2,985,665	106.37%
Rental Income - All Funds	5,223,600	4,733,139	90.61%
Fines and Penalties - All Funds	427,000	264,445	61.93% <sup>(2)</sup>
Special Event Revenue - Hotel Fund	1,297,500	107,030	8.25% <sup>(3)</sup>
Fuel Flowage Fees - Airport Fund	916,000	867,778	94.74%
Water and Sewer Charges - Utility Fund	12,927,738	12,841,076	99.33%

Key Expenditures	FY2020 Budget	Actual through 9/30/20	% Annual Budget
General Fund	\$ 43,219,096	\$ 40,178,157	92.96%
Hotel Fund	7,971,396	4,003,556	50.22% <sup>(3)</sup>
Economic Development	1,870,331	1,383,358	73.96%
Airport Operations	5,661,675	5,145,294	90.88%
Utility Operations	13,112,660	12,264,833	93.53%

<sup>(1)</sup> Hotel tax revenue reflects less hotel occupancy due to COVID-19

<sup>(2)</sup> Municipal court has fewer court fines/fees issued due to COVID-19

<sup>(3)</sup> Special events in the Hotel Fund reflects cancellation of special events due to COVID-19

## Executive Dashboard - 4th Quarter, 2020 Fiscal Year

### Staffing Indicators

#### Personnel Information:

Separations - Benefitted Positions				
	7/2020-9/2020			FY2020
Department	Part-Time Positions	Full-time positions	Total 4th Qtr	YTD
City Manager	0	0	0	0
Conference Centre	0	7	7	8
Development Services	0	1	1	1
Finance	0	1	1	3
Fire	0	0	0	3
General Services	0	1	1	2
Human Resources	0	0	0	0
Public Works	0	0	0	6
Marketing & Communications	0	1	1	1
Municipal Court	0	0	0	0
Parks	0	0	0	1
Police	0	1	1	5
Recreation	0	1	1	3
Special Events	0	0	0	1
Streets	0	0	0	0
<b>Grand Total</b>	<b>0</b>	<b>13</b>	<b>13</b>	<b>34</b>

New Hires - Benefitted Positions				
	7/2020-9/2020			FY2020
Department	Part-Time Positions	Full-time positions	Total 4th Qtr	YTD
City Manager	0	0	0	0
Conference Centre	0	0	0	3
Development Services	0	0	0	1
Finance	0	0	0	2
Fire	0	0	0	6
General Services	0	0	0	0
Human Resources	0	0	0	0
Public Works	0	2	2	6
Marketing & Communications	0	0	0	0
Municipal Court	0	0	0	0
Parks	0	1	1	3
Police	0	2	2	6
Recreation	0	0	0	2
Special Events	0	0	0	1
Streets	0	0	0	2
<b>Grand Total</b>	<b>0</b>	<b>5</b>	<b>5</b>	<b>32</b>

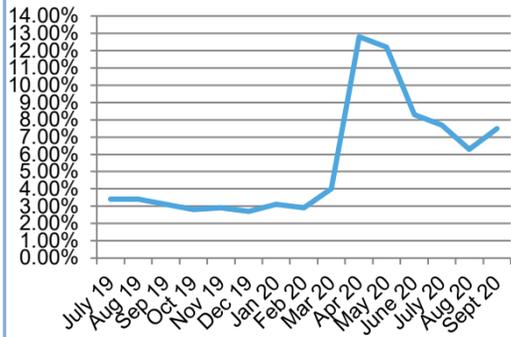
Public Safety Sworn Positions	Budgeted FY 2020	Filled Positions	Percent Filled
Police	74	72	97%
Fire <sup>(1)</sup>	58	59	102%

<sup>(1)</sup> FY2020 budget includes 58 budgeted positions plus overfill of 1 Firefighter (F3) position

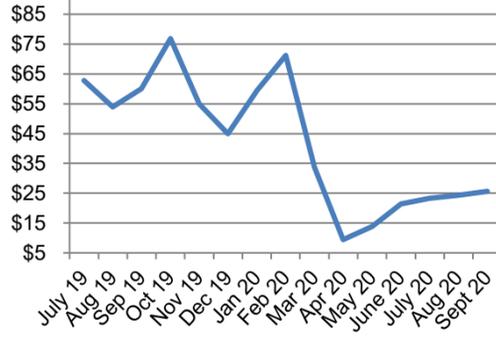
# Executive Dashboard - 4th Quarter, 2020 Fiscal Year

## Economic Indicators

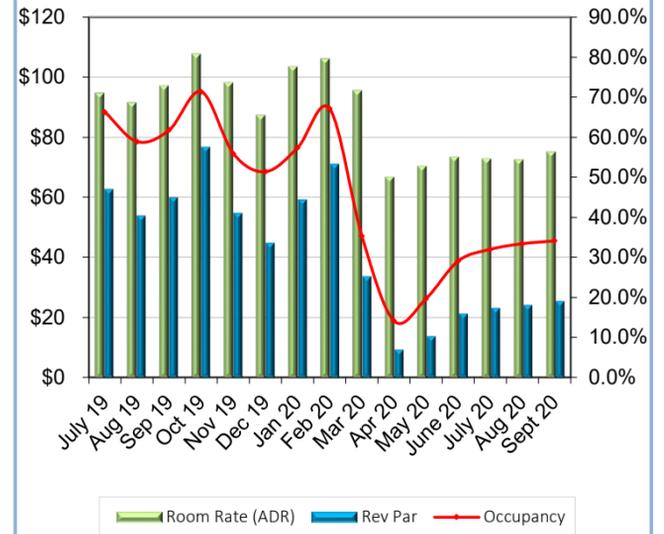
**DFW Unemployment Rate Last 12 months**



**Hotel Revenue Per Available Room**



**Addison Hotel Statistics**



**Occupancy Indicators:**

Office Occupancy = 79.0%      Retail Occupancy = 93.0%

**Hotel Indicators**

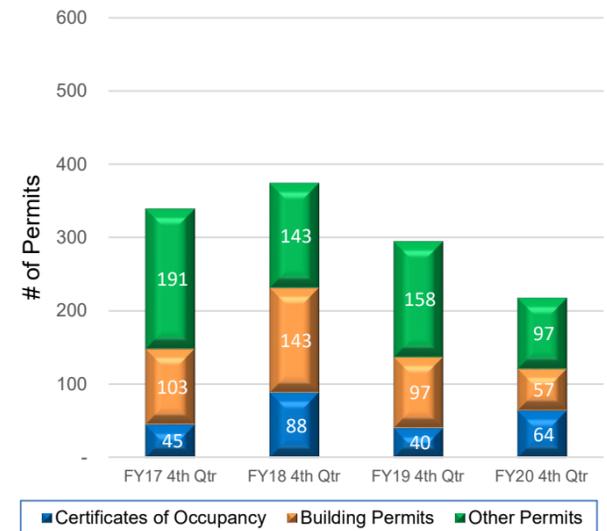
Hotel Occupancy = 33.2%      RevPar = \$24.43



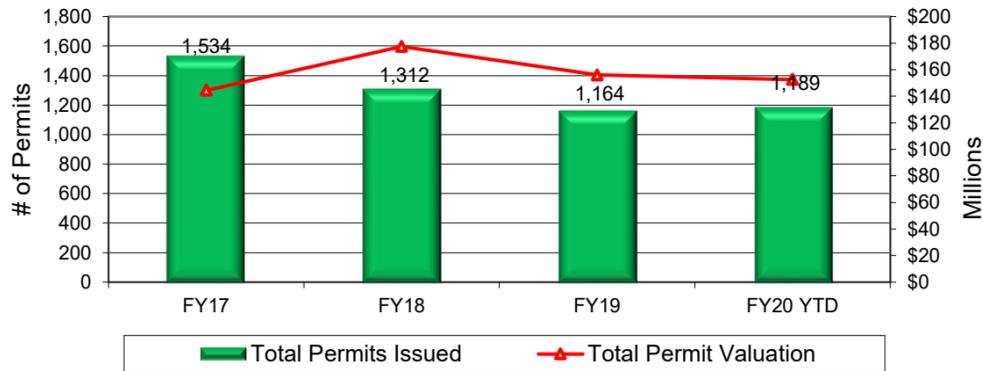
Source: CoStar (compares to prior year Q4)

Source: STR Report (compares to prior year Q4)

**Quarterly Permit Activity, Year over Year**



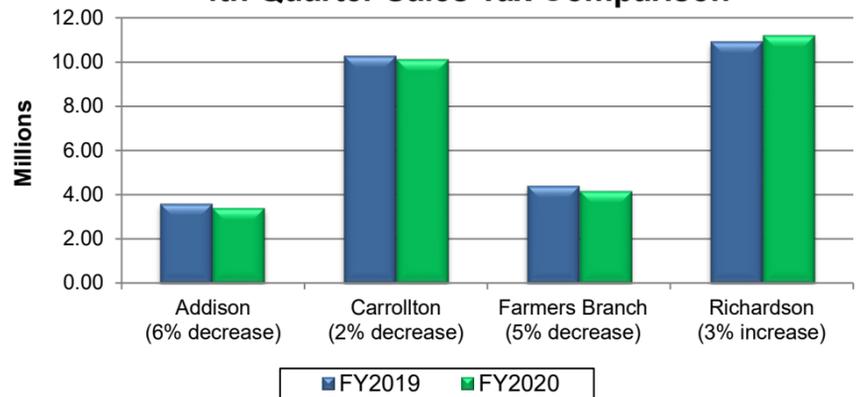
**Total Permits Issued and Valuation**



**Economic Development Incentives:**

Executed Agreements	Amount Paid FY20	Total Incentives Committed
5	\$384,869	\$480,334

**4th Quarter Sales Tax Comparison**

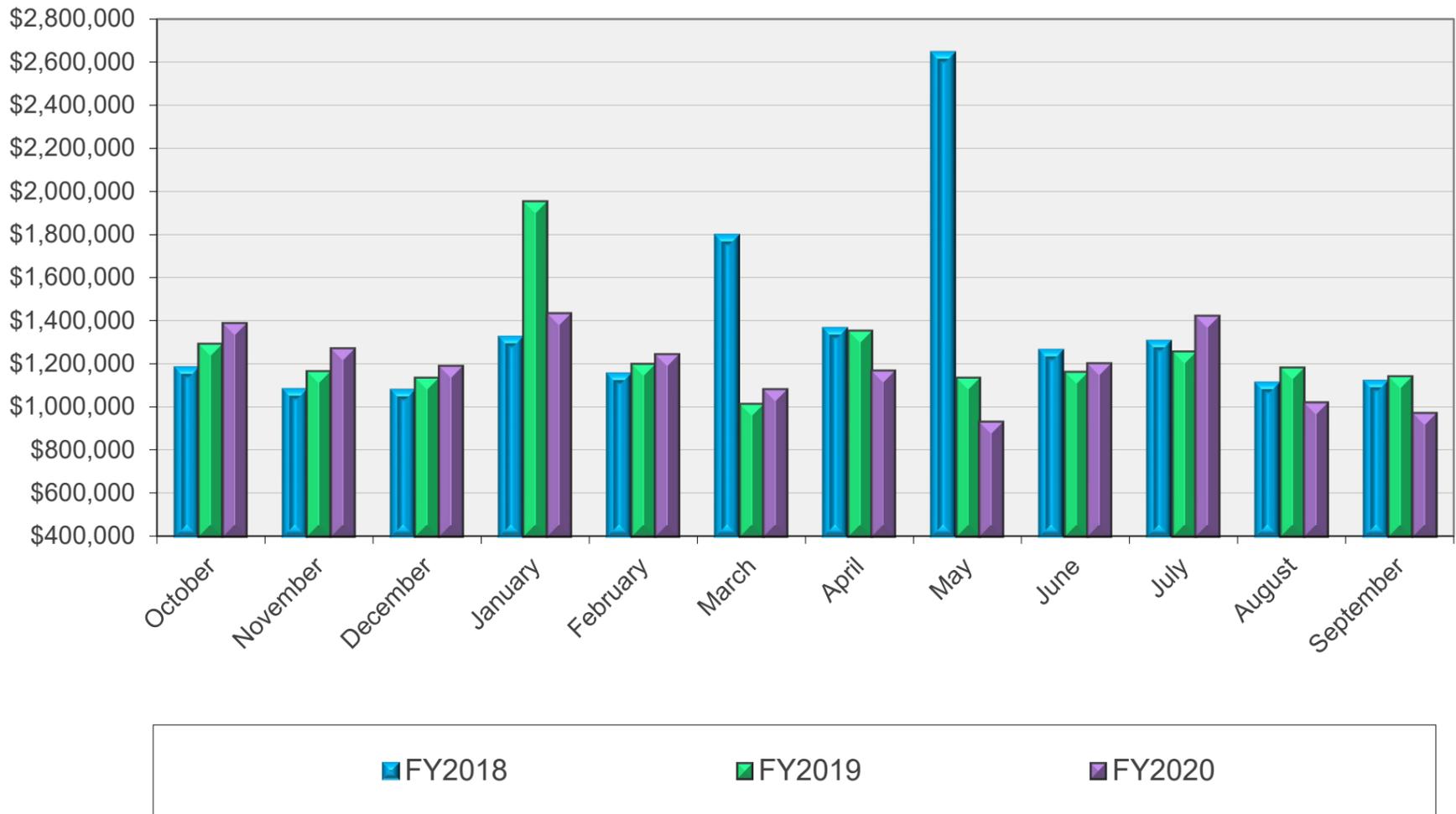


\* Decrease due to effects of COVID-19

## Executive Dashboard - 4th Quarter, 2020 Fiscal Year

### Sales Tax Information

# Monthly Sales Tax Collections



Positive variance compared to historical trends  
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends  
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive  
 Warning  
 Negative

**TOWN OF ADDISON**  
**GENERAL FUND**  
**FY2020 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Revenues:</b>					
Ad Valorem taxes:					
Current taxes	\$ 17,296,733	\$ 18,781,674	\$ 96,660	\$ 18,991,094	101.1%
Delinquent taxes	(96,002)	(70,000)	4,993	(356,413)	509.2% <sup>(1)</sup>
Penalty & interest	40,238	40,500	20,040	47,840	118.1%
Non-property taxes:					
Sales tax	15,017,081	13,700,000	3,409,645	14,302,624	104.4%
Alcoholic beverage tax	1,151,057	1,140,000	297,253	888,599	77.9%
Franchise / right-of-way use fees:					
Electric franchise	1,534,930	1,560,000	311,363	1,485,546	95.2%
Gas franchise	253,426	216,600	-	204,919	94.6%
Telecommunication access fees	400,099	400,000	61,959	316,471	79.1%
Cable franchise	270,799	150,000	31,735	196,520	131.0%
Street rental fees	-	5,500	(1,000)	(1,000)	0.0%
Licenses and permits:					
Business licenses and permits	222,420	165,700	27,382	110,964	67.0%
Building and construction permits	1,144,521	674,500	132,117	1,072,321	159.0%
Service fees:					
General government	-	-	-	20	0.0%
Public safety	907,174	942,300	182,367	836,792	88.8%
Urban development	2,180	60,300	7,682	17,727	29.4%
Streets and sanitation	403,677	377,200	102,768	396,436	105.1%
Recreation	64,452	70,300	3,758	34,914	49.7%
Interfund	349,380	516,490	129,123	516,490	100.0%
Court fines	376,362	352,000	35,433	227,998	64.8% <sup>(2)</sup>
Interest earnings	643,083	100,000	26,138	402,873	402.9%
Rental income	7,380	7,600	3,600	9,252	121.7%
Other	262,961	3,000	(58,819)	163,278	5442.6% <sup>(3)</sup>
<b>Total Revenues</b>	<b>40,251,951</b>	<b>39,193,664</b>	<b>4,824,197</b>	<b>39,865,265</b>	<b>101.7%</b>

<sup>(1)</sup> Delinquent property tax refunds  
<sup>(2)</sup> Municipal court has fewer court fines/fees issued due to COVID-19  
<sup>(3)</sup> Includes sale of City property not budgeted for in FY2020

Positive variance compared to historical trends  
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends  
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive  
 Warning  
 Negative

**TOWN OF ADDISON**  
**GENERAL FUND**  
**FY2020 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Expenditures:</b>					
General Government:					
City Secretary	175,970	207,783	49,947	172,993	83.3%
City Manager	1,186,118	1,246,999	360,267	1,243,138	99.7%
Finance	2,044,165	1,849,829	645,208	1,820,999	98.4%
General Services	716,848	766,195	207,706	680,201	88.8%
Municipal Court	650,660	739,563	173,583	644,147	87.1%
Human Resources	643,118	713,207	176,670	640,255	89.8%
Information Technology	2,006,930	2,220,737	508,719	1,899,127	85.5%
Combined Services	1,163,133	1,388,593	307,599	1,320,146	95.1%
Council Projects	330,555	351,811	(60,294)	339,790	96.6%
Public Safety:					
Police	9,354,818	9,988,388	2,677,450	9,302,777	93.1%
Emergency Communications	1,365,490	1,432,188	4,533	1,360,463	95.0%
Fire	7,868,725	8,462,015	2,456,021	8,466,819	100.1% <sup>(1)</sup>
Development Services					
Streets	1,350,598	1,626,900	489,978	1,498,545	92.1%
Parks and Recreation:					
Parks	1,777,128	2,220,634	658,693	1,791,421	80.7%
Recreation	3,911,318	4,044,545	1,203,493	3,759,534	93.0%
Other financing uses:					
Transfers to other funds	1,609,586	1,899,309	491,552	1,628,903	85.8%
<b>Total Expenditures</b>	<b>40,626,664</b>	<b>43,219,096</b>	<b>10,842,763</b>	<b>40,178,157</b>	<b>93.0%</b>
Net Change in Fund Balance	(374,713)	(4,025,432)	(6,018,566)	(312,892)	
<b>Fund Balance at Beginning of Year</b>	<b>20,962,956</b>	<b>20,588,243</b>		<b>20,588,243</b>	
<b>Fund Balance at End of Year</b>	<b>\$ 20,588,243</b>	<b>\$ 16,562,811</b>		<b>\$ 20,275,351</b>	

<sup>(1)</sup> Personnel costs slightly exceeded budget for FY 2020

Positive variance compared to historical trends  
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends  
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive  
 Warning  
 Negative

**TOWN OF ADDISON**  
**HOTEL FUND**  
**FY2020 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Revenues:</b>					
Hotel/Motel occupancy taxes	\$ 5,401,691	\$ 5,540,000	\$ 413,760	\$ 3,097,548	55.9% <sup>(1)</sup>
Proceeds from special events	1,043,162	1,297,500	(8,090)	107,030	8.2% <sup>(2)</sup>
Conference centre rental	523,710	630,000	(25,225)	233,182	37.0% <sup>(3)</sup>
Theatre centre rental	88,460	77,000	11,388	68,781	89.3%
Interest and miscellaneous	108,265	25,000	3,576	57,203	228.8%
<b>Total Revenues</b>	<b>7,165,288</b>	<b>7,569,500</b>	<b>395,408</b>	<b>3,563,745</b>	<b>47.1%</b>
<b>Expenditures:</b>					
Addison theatre centre	291,298	421,938	97,644	246,506	58.4%
Conference centre	956,507	1,152,735	139,053	796,480	69.1%
General hotel operations	142,763	144,173	1,716	53,548	37.1%
Marketing	962,526	1,134,939	165,366	617,618	54.4%
Performing arts	437,900	505,000	-	505,000	100.0% <sup>(4)</sup>
Special events	2,579,212	2,812,567	226,190	761,982	27.1% <sup>(2)</sup>
Special events operations	903,337	998,354	91,771	606,660	60.8%
Attractions Capital Projects	1,039,680	33,690	17,808	31,761	94.3%
Other financing uses:					
Transfer to Economic Development Fund	715,000	768,000	-	384,000	50.0%
<b>Total Expenditures</b>	<b>8,028,225</b>	<b>7,971,396</b>	<b>739,550</b>	<b>4,003,556</b>	<b>50.2%</b>
Net Change in Fund Balance	(862,937)	(401,896)	(344,141)	(439,811)	
<b>Fund Balance at Beginning of Year</b>	<b>4,122,537</b>	<b>3,259,600</b>		<b>3,259,600</b>	
<b>Fund Balance at End of Year</b>	<b>\$ 3,259,600</b>	<b>\$ 2,857,704</b>		<b>\$ 2,819,789</b>	

<sup>(1)</sup> Hotel tax fell significantly in the 3rd quarter due to the effects of COVID-19  
<sup>(2)</sup> Special event revenues and expenses are low because of cancellation of events due to COVID-19  
<sup>(3)</sup> Conference Centre rental revenue fell sharply due to COVID-19 and the subsequent closure of the Conference Centre  
<sup>(4)</sup> Final matching grant payment for non-profit grant funding to Water Tower Theatre in June 2020. Amount is in line with historical data.

Positive variance compared to historical trends  
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends  
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive  
 Warning  
 Negative

**TOWN OF ADDISON**  
**ECONOMIC DEVELOPMENT FUND**  
**FY2020 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Revenues:</b>					
Ad Valorem taxes:	\$ 1,086,365	\$ 1,105,981	\$ 7,140	\$ 1,096,177	99.1%
Business license fee	64,026	50,500	3,153	47,043	93.2%
Interest income and other	48,416	30,000	2,404	34,160	113.9%
Transfers from General/Hotel Fund	715,000	768,000	-	384,000	50.0% <sup>(1)</sup>
<b>Total Revenues</b>	<b>1,913,807</b>	<b>1,954,481</b>	<b>12,697</b>	<b>1,561,380</b>	<b>79.9%</b>
<b>Expenditures:</b>					
Personnel services	453,011	479,272	139,110	477,439	99.6%
Supplies	18,456	23,645	3,678	8,507	36.0%
Maintenance	17,805	23,237	5,741	19,393	83.5%
Contractual services	1,042,520	1,327,180	231,511	861,021	64.9%
Capital replacement/lease	22,021	16,997	4,249	16,997	100.0%
<b>Total Expenditures</b>	<b>1,553,813</b>	<b>1,870,331</b>	<b>384,290</b>	<b>1,383,358</b>	<b>74.0%</b>
Net Change in Fund Balance	359,994	84,150	(371,593)	178,023	
<b>Fund Balance at Beginning of Year</b>	<b>1,437,025</b>	<b>1,797,019</b>		<b>1,797,019</b>	
<b>Fund Balance at End of Year</b>	<b>\$ 1,797,019</b>	<b>\$ 1,881,169</b>		<b>\$ 1,975,042</b>	

<sup>(1)</sup> Reduced transfer from the Hotel Fund

Positive variance compared to historical trends  
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends  
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive  
 Warning  
 Negative

**AIRPORT FUND**  
**FY2020 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Operating Revenues:</b>					
Operating grants	\$ -	\$ 1,360,000	\$ 157,000	\$ 1,381,219	101.6%
Service fees	103,306	138,000	25,022	103,234	74.8% <sup>(1)</sup>
Fuel flowage fees	1,019,452	916,000	236,475	867,778	94.7% <sup>(1)</sup>
Rental income	5,488,112	4,509,000	1,110,864	4,421,924	98.1%
Interest income and other	356,442	780,000	61,357	892,665	114.4%
<b>Total Operating Revenues:</b>	<b>6,967,312</b>	<b>7,703,000</b>	<b>1,590,717</b>	<b>7,666,819</b>	<b>99.5%</b>
<b>Operating Expenses:</b>					
Town - Personnel services	324,776	470,762	98,822	338,805	72.0%
Town - Supplies	33,600	41,000	34,369	39,577	96.5%
Town - Maintenance	77,453	53,441	22,655	69,292	129.7% <sup>(2)</sup>
Town - Contractual services	186,367	287,983	33,461	183,231	63.6%
Town - Capital Replacement/Lease	32,292	217,258	54,315	217,258	100.0%
Town - Debt service	763,934	853,910	174,643	866,353	101.5%
Operator - Operations and maintenance	2,761,617	3,308,028	753,524	3,070,472	92.8%
Operator - Service contract	522,020	429,293	87,436	360,307	83.9%
<b>Total Operating Expenses:</b>	<b>4,702,059</b>	<b>5,661,675</b>	<b>1,259,224</b>	<b>5,145,294</b>	<b>90.9%</b>
Capital Projects (Cash Funded)	31,703	3,663,917	2,476,184	3,633,777	99.2%
<b>Total Expenses:</b>	<b>4,733,762</b>	<b>9,325,592</b>	<b>3,735,408</b>	<b>8,779,072</b>	<b>94.1%</b>
Net Change in Working Capital	2,233,550	(1,622,592)	(2,144,691)	(1,112,253)	
<b>Working Capital at Beginning of Year</b>	<b>4,812,377</b>	<b>7,045,927</b>		<b>7,045,927</b>	
<b>Working Capital at End of Year</b>	<b>\$ 7,045,927</b>	<b>\$ 5,423,335</b>		<b>\$ 5,933,674</b>	

<sup>(1)</sup> Percentage is below the quarterly threshold but actuals are in line with historical trends

<sup>(2)</sup> Actuals are in line with historical trends

Positive variance compared to historical trends  
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends  
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive  
 Warning  
 Negative

**UTILITY FUND**  
**FY2020 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Operating revenues:</b>					
Water sales	\$ 6,663,348	\$ 7,051,676	\$ 3,158,376	\$ 7,460,287	105.8%
Sewer charges	5,144,473	5,876,062	1,853,292	5,380,789	91.6%
Tap fees	7,050	25,275	4,800	11,375	45.0%
Penalties	124,261	75,000	-	36,448	48.6%
Interest income and other	169,769	94,600	122,074	239,318	253.0%
<b>Total Operating Revenues:</b>	<b>12,108,901</b>	<b>13,122,613</b>	<b>5,138,542</b>	<b>13,128,216</b>	<b>100.0%</b>
<b>Operating expenses:</b>					
Personnel services	1,716,439	2,264,720	533,647	1,926,249	85.1%
Supplies	176,462	217,990	59,969	206,621	94.8%
Maintenance	329,051	495,622	223,220	530,032	106.9%
Contractual services					
Water purchases	3,467,867	3,435,039	1,286,650	3,506,330	102.1% <sup>(1)</sup>
Wastewater treatment	3,635,316	3,373,435	690,187	3,427,714	101.6% <sup>(1)</sup>
Other services	863,217	1,390,199	174,203	741,493	53.3%
Capital Replacement/Lease	340,657	331,857	82,964	331,857	100.0%
Debt service	1,133,162	1,513,798	331,066	1,516,118	100.2%
Capital outlay	74,949	90,000	50,583	78,419	87.1%
<b>Total Operating Expenses:</b>	<b>11,737,120</b>	<b>13,112,660</b>	<b>3,432,488</b>	<b>12,264,833</b>	<b>93.5%</b>
Capital Projects (Cash Funded)	338,352	1,813,000	523,752	860,362	47.5%
<b>Total Expenses:</b>	<b>12,075,472</b>	<b>14,925,660</b>	<b>3,956,240</b>	<b>13,125,196</b>	<b>87.9%</b>
Net Change in Working Capital	33,429	(1,803,047)	1,182,301	3,020	
<b>Working Capital at Beginning of Year</b>	<b>6,233,408</b>	<b>6,266,837</b>		<b>6,266,837</b>	
<b>Working Capital at End of Year</b>	<b>\$ 6,266,837</b>	<b>\$ 4,463,790</b>		<b>\$ 6,269,857</b>	

<sup>(1)</sup> Water wholesale purchases and wastewater treatment expenses slightly exceeded the FY2020 budget

Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive

Warning

Negative

**STORMWATER UTILITY FUND**  
**FY2020 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

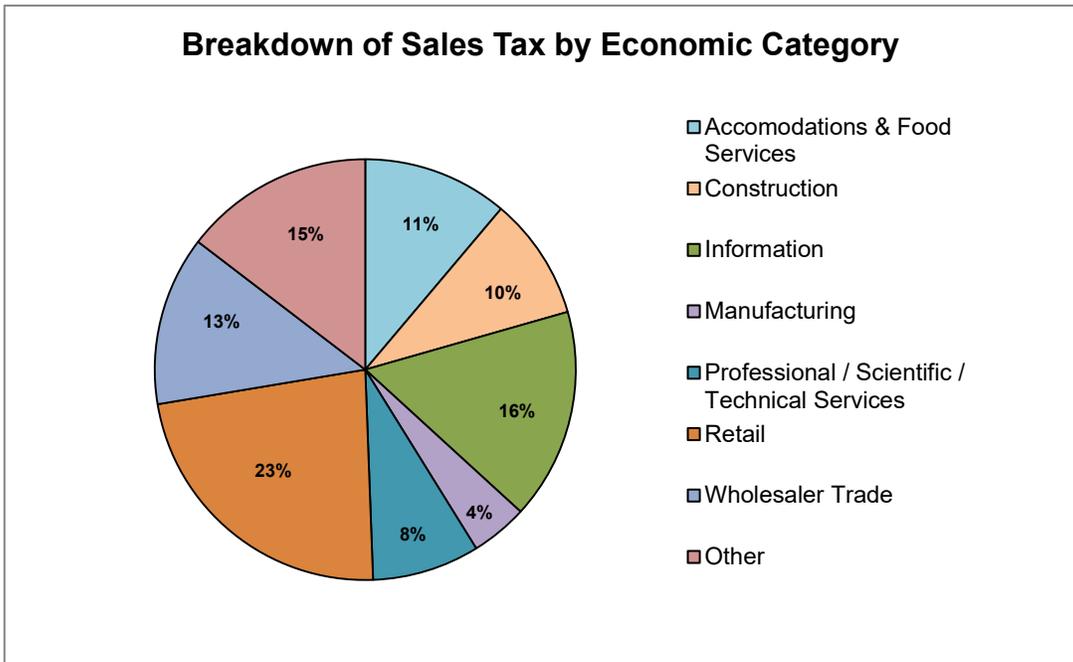
CATEGORY	FY 2018-19 ACTUAL PRIOR YEAR	FY 2019-20 REVISED BUDGET	FY 2019-20 ACTUAL 4TH QTR	FY 2019-20 ACTUAL YTD	ACTUAL YTD as % of Budget
<b>Operating revenues:</b>					
Drainage Fees	\$ 2,235,566	\$ 2,349,795	\$ 747,806	\$ 2,320,434	98.8% <sup>(1)</sup>
Interest income and other	159,165	53,900	8,230	110,961	205.9%
<b>Total Operating Revenues:</b>	<b>2,394,731</b>	<b>2,403,695</b>	<b>756,036</b>	<b>2,431,395</b>	<b>101.2%</b>
<b>Operating expenses</b>					
Personnel services	275,422	304,134	74,955	273,918	90.1%
Supplies	16,117	20,597	5,600	13,239	64.3%
Maintenance	77,810	210,700	27,754	32,637	15.5%
Contractual services	179,173	367,874	60,452	172,465	46.9%
Debt service	546,916	544,466	122,033	543,141	99.8%
Capital outlay	21,035	40,000	-	48,524	121.3% <sup>(2)</sup>
Other financing uses:					
Capital Projects (Cash Funded)	-	-	-	-	0.0%
<b>Total Operating Expenses:</b>	<b>1,116,473</b>	<b>1,487,771</b>	<b>290,794</b>	<b>1,083,926</b>	<b>72.9%</b>
Capital Projects (Cash Funded)	50,449	1,181,000	3,979	33,383	2.8%
<b>Total Expenses:</b>	<b>1,166,922</b>	<b>2,668,771</b>	<b>294,774</b>	<b>1,117,308</b>	<b>41.9%</b>
Net Change in Working Capital	1,227,809	(265,076)	461,262	1,314,087	
<b>Working Capital at Beginning of Year</b>	<b>5,240,798</b>	<b>6,468,607</b>		<b>6,468,607</b>	
<b>Working Capital at End of Year</b>	<b>\$ 6,468,607</b>	<b>\$ 6,203,531</b>		<b>\$ 7,782,694</b>	

<sup>(1)</sup> Fees represent a one-month lag in the collection of stormwater revenue but actuals are in line with historical trends

<sup>(2)</sup> Capital outlay includes the purchase of one delayed arrival vehicle

**TOWN OF ADDISON**  
**Schedule of Sales Tax Collections**  
*For the quarter ending September 30, 2020*

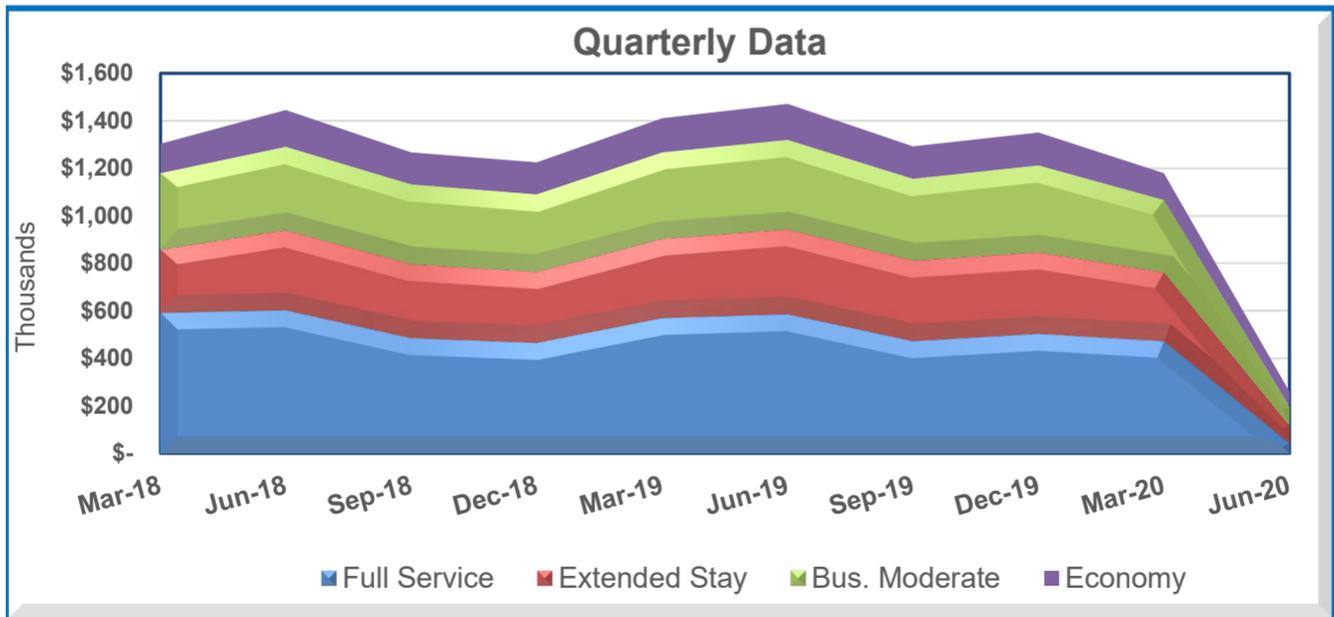
	FY2020 Monthly Collections	% Change from Prior Year	FY2019 Monthly Collections
October	\$ 1,384,839	7.0%	\$ 1,294,332
November	1,269,353	8.7%	1,168,041
December	1,188,777	4.5%	1,137,218
January	1,430,683	-26.7%	1,951,678 <sup>(1)</sup>
February	1,241,465	3.3%	1,202,189
March	1,080,029	6.3%	1,016,343
April	1,166,877	-13.9%	1,355,558
May	931,272	-18.2%	1,138,099
June	1,199,683	3.0%	1,164,646
July	1,418,491	12.6%	1,259,503
August	1,019,598	-13.9%	1,184,583
September	971,556	-15.1%	1,144,891
	<b>\$ 14,302,624</b>		<b>\$ 15,017,081</b>
Budget:	13,700,000	104.4%	13,700,000



<sup>(1)</sup> Gross collections derived from audit payments was \$517,606 in FY2019

**TOWN OF ADDISON**  
**HOTEL OCCUPANCY TAX COLLECTION**  
**Hotels By Service Type for the Quarter and Year-to-Date Ended September 30, 2020**  
*With Comparative Information from Prior Fiscal Year*

	Rooms		July - Sept. 2020		20 to 19
	Number	%	Amount	%	% Diff.
<b>Full Service</b>					
Marriott Quorum	547	13%	\$ 71,804	17%	-69%
Renaissance	528	13%	27,690	7%	-81%
<sup>(1)</sup> Crowne Plaza	428	10%	-	0%	-100%
	1,503	37%	99,494	23%	-79%
<b>Extended Stay</b>					
Budget Suites	344	8%	9,811	2%	12%
Hawthorn Suites	70	2%	7,032	2%	-55%
Marriott Residence Inn	150	4%	20,788	5%	-70%
Hyatt House	132	3%	24,164	6%	-44%
<sup>(2)</sup> Homewood Suites	120	3%	17,168	4%	-69%
Home2Suites	132	3%	25,657	6%	-66%
Springhill Suites	159	4%	14,609	3%	-80%
	1,107	27%	119,229	28%	-65%
<b>Business Moderate</b>					
Marriott Courtyard Quorum	176	4%	16,650	4%	-80%
LaQuinta Inn	152	4%	32,381	8%	-34%
Marriott Courtyard Midway	145	4%	13,819	3%	-74%
Radisson - Addison	101	2%	15,552	4%	-51%
Hilton Garden Inn	96	2%	13,649	3%	-73%
Holiday Inn Express	97	2%	16,985	4%	100%
<sup>(2)</sup> Holiday Inn Beltway	102	2%	-	0%	100%
Best Western Plus	84	2%	18,541	4%	-30%
	953	23%	127,577	30%	-63%
<b>Economy</b>					
Motel 6	127	3%	26,879	6%	-22%
Hampton Inn	158	4%	10,749	3%	-80%
Red Roof Inn	105	3%	18,482	4%	-2%
Quality Suites North/Galleria	78	2%	19,393	5%	-20%
America's Best Value Inn	60	1%	4,158	1%	-17%
	528	13%	79,661	19%	-42%
<b>TOTAL</b>	<b>4,091</b>	<b>100%</b>	<b>\$ 425,961</b>	<b>100%</b>	<b>-67%</b>



<sup>(1)</sup> Crowne Plaza has closed permanently  
<sup>(2)</sup> Not yet received one or more payments for the quarter

**Town of Addison**



**For the Quarter Ended  
September 30, 2020**

**Report Name**

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- Certification Page
- Executive Summary
- Benchmark Comparison
- Detail of Security Holdings
- Change in Value
- Earned Income
- Investment Transactions
- Amortization and Accretion
- Projected Fixed Income Cash Flows

**MARKET RECAP - SEPTEMBER 2020:**

The U.S. economy continued to recover with some areas, housing in particular, doing exceptionally well. On the whole, economic data reporting during September was better than expected. The economy contracted at an annualized -31.4% rate during the second quarter, but the Atlanta Fed's GDPNow model is projecting a remarkable +34.6% rebound in the third quarter. The government clearly succeeded in keeping consumption afloat with stimulus including \$1200 checks for individuals, \$600 weekly unemployment supplements, and the Paycheck Protection Program. With those measures having expired, the question now is whether Americans can keep up the pace of spending into the fourth quarter.

There are still areas of concern, most notably on the employment front. Nonfarm payrolls added back another 1.4 million jobs during August and at this point, 10.5 million jobs have returned, which is still less than half of the 22 million jobs lost in March and April. The headline unemployment rate dropped from 10.2% to 8.4%, well below the 9.8% median forecast, but the broader U6 measure, the so called "under-employment rate" which is arguably a more accurate indicator, remains quite high 14.2%. Weekly initial claims for unemployment benefits remain elevated with the four-week moving average ending September at 867k, roughly four times higher than pre-pandemic levels. On the brighter side, the ISM manufacturing index for August showed another month of improving optimism with the factory index climbing from 54.2 to 56.0, while the services index slipped from 58.1 to 56.9, indicating a more moderate pace of expansion. Retail sales for August came in below the +1.0% forecast at +0.6% but were still up +2.6% year-over-year. This seems remarkable considering around 20 million Americans were still jobless. Housing data has been nothing short of stunning. Existing home sales, which represent about 85% of the market, rose +14.6% in June, a record +24.7% in July and another +2.5% in August to climb above the 6 million annualized unit pace for the first time since late 2006. New home sales, making up a smaller (but very important) portion of the market rose a record +22.5% in May, +20.5% in June, +14.7% in July and another +4.8% in August to reach the 1 million annualized unit pace, also for the first time in almost 14 years. Americans with the financial means, no longer tethered to their office buildings, are apparently taking advantage of record low mortgage rates to exit big cities in search of the tranquil suburbs.

At the annual Jackson Hole Economic Policy Symposium in late-August, Fed Chairman Jay Powell announced a major shift in the Fed's inflation policy: a new pledge to focus on *maximum* employment and a commitment to an *average* inflation target that will let inflation run above 2% for a time. This suggests the overnight fed funds target will remain near zero for years to come. Treasury yields rose modestly in September, but we don't expect any significant changes in the near-term. Treasuries out to three years are trading below 0.16%, and it's not until five years that a modest upward slope can be observed, with the 5-year Treasury at 0.28% and the 10-year at 0.68%. Bloomberg's September survey of economists continues to forecast a zero-rate environment until at least 2023.

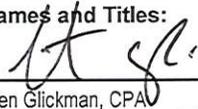
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**For the Quarter Ended  
September 30, 2020**

This report is prepared for the **Town of Addison** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

**Officer Names and Titles:**



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Name: Steven Glickman, CPA

Title: Chief Financial Officer



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Name: Amanda D. Turner, CPA

Title: Controller

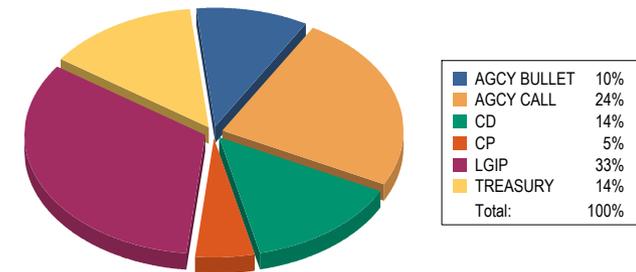
**Account Summary**

**Allocation by Security Type**

Beginning Values as of 06/30/20

Ending Values as of 09/30/20

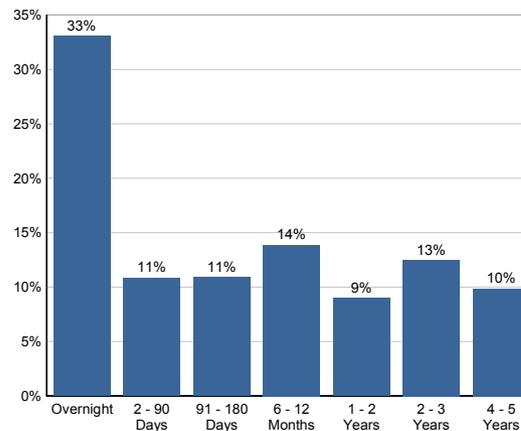
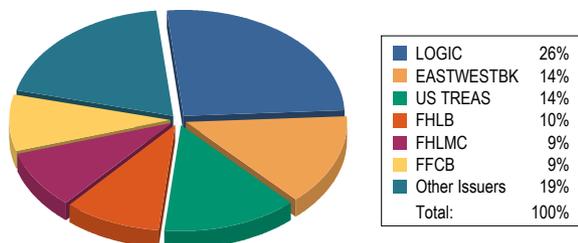
Par Value	106,028,192.37	110,716,340.08
Market Value	106,710,715.97	111,217,840.64
Book Value	106,443,478.79	111,058,441.91
Unrealized Gain/(Loss)	267,237.18	159,398.73
<b>Market Value %</b>	<b>100.25%</b>	<b>100.14%</b>
Weighted Avg. YTW	1.079%	0.637%
Weighted Avg. YTM	1.079%	0.637%



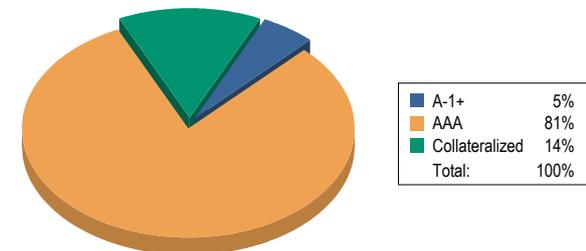
**Allocation by Issuer**

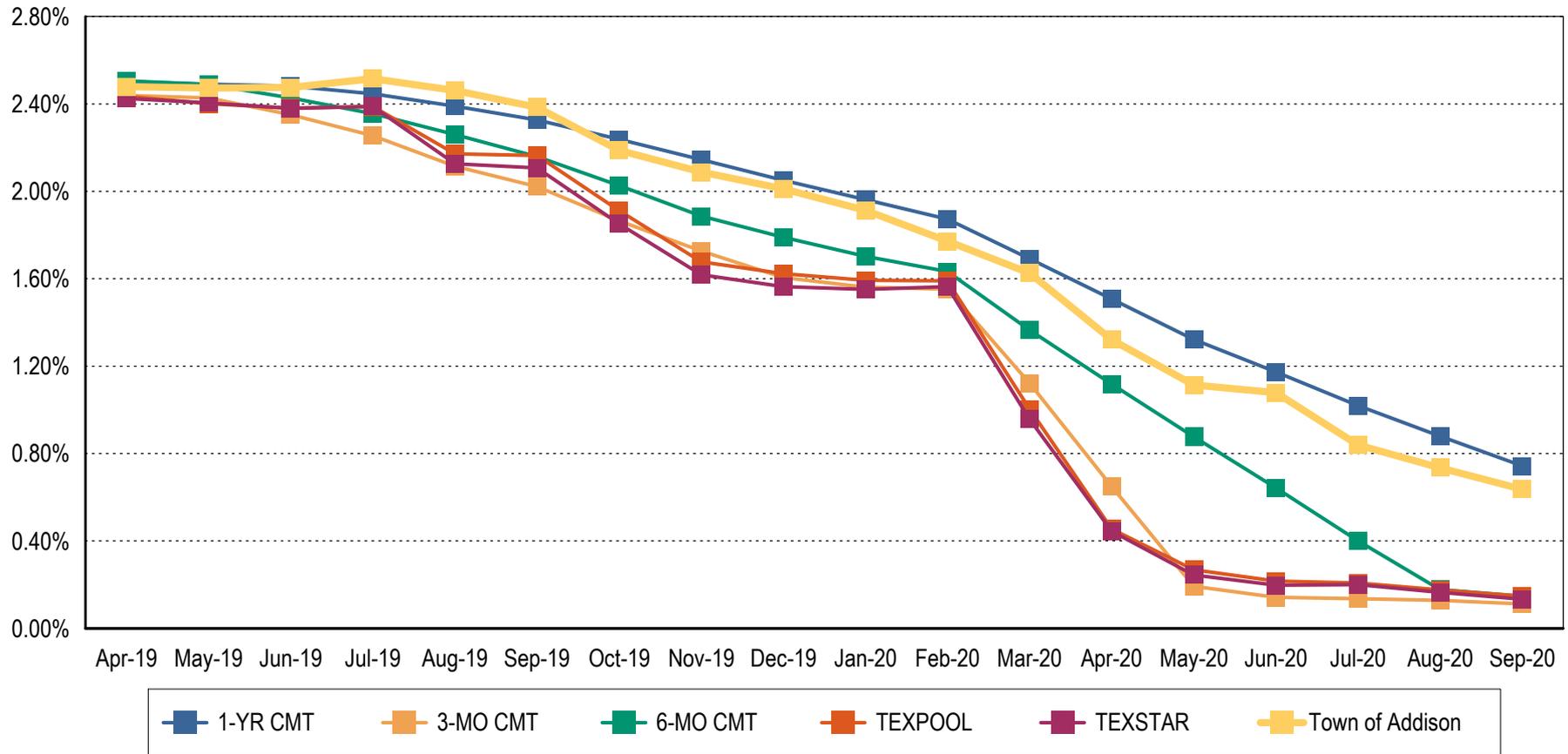
**Maturity Distribution %**

**Credit Quality**



**Weighted Average Days to Maturity: 397**





**Note 1:** CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

**Note 2:** Benchmark data for TexPool is the monthly average yield.

**Note 3:** Benchmark data for TexSTAR is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Pooled Funds</b>																	
LOGIC		LGIP	LOGIC					28,658,101.24	100.000	28,658,101.24	28,658,101.24	100.000	28,658,101.24	1		0.256	0.256
TEXPOOL		LGIP	TexPool					4,883,234.31	100.000	4,883,234.31	4,883,234.31	100.000	4,883,234.31	1		0.147	0.147
TEXSTAR		LGIP	TexSTAR					3,202,064.16	100.000	3,202,064.16	3,202,064.16	100.000	3,202,064.16	1		0.134	0.134
9128282Z2	10/16/19	TREAS NOTE	U.S. Treasury	1.625	10/15/20			5,000,000.00	99.992	4,999,609.38	4,999,985.00	100.058	5,002,915.00	15		1.633	1.633
78009ALA0	02/18/20	CP - DISC	Royal Bank of Canada		11/10/20			4,000,000.00	98.847	3,953,893.33	3,993,066.68	99.989	3,999,571.60	41		1.578	1.578
3133XDVS7	02/11/20	AGCY BULET	FHLB	5.250	12/11/20			3,045,000.00	103.053	3,137,963.85	3,066,763.19	100.996	3,075,329.11	72		1.546	1.546
9128283X6	12/27/19	TREAS NOTE	U.S. Treasury	2.250	02/15/21			5,000,000.00	100.672	5,033,593.75	5,011,083.00	100.781	5,039,062.50	138		1.650	1.650
9128284B3	11/26/19	TREAS NOTE	U.S. Treasury	2.375	03/15/21			5,000,000.00	100.902	5,045,117.19	5,015,918.40	101.000	5,050,000.00	166		1.671	1.671
89233GQP4	09/23/20	CP - DISC	Toyota Mtr Cr		03/23/21			2,000,000.00	99.869	1,997,385.56	1,997,501.12	99.873	1,997,467.40	174		0.260	0.260
CD-5883	06/04/20	CD	East West Bk CD	0.580	06/04/21			2,504,731.83	100.000	2,504,731.83	2,504,731.83	100.000	2,504,731.83	247		0.580	0.580
CD-1790	06/08/20	CD	East West Bk CD	0.440	06/08/21			2,503,468.14	100.000	2,503,468.14	2,503,468.14	100.000	2,503,468.14	251		0.440	0.440
CD-8603-3	07/28/20	CD	East West Bk CD	0.410	07/28/21			5,251,617.70	100.000	5,251,617.70	5,251,617.70	100.000	5,251,617.70	301		0.410	0.410
CD-8019-3	08/12/20	CD	East West Bk CD	0.380	08/12/21			5,168,122.70	100.000	5,168,122.70	5,168,122.70	100.000	5,168,122.70	316		0.380	0.380
3133ELWK6	04/20/20	AGCY CALL	FFCB	0.550	10/20/21	10/20/2020	CONT	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.004	5,000,191.50	385	20	0.550	0.550
3134GVUK2	05/15/20	AGCY CALL	FHLMC	0.300	05/13/22	5/13/2021	ONE TIME	5,000,000.00	99.975	4,998,750.00	4,998,986.25	99.980	4,999,023.00	590	225	0.313	0.313
3133EFUJ4	04/09/20	AGCY BULET	FFCB	2.150	12/29/22			3,000,000.00	104.242	3,127,260.00	3,105,069.87	104.390	3,131,711.70	820		0.577	0.577
3130ADRG9	03/13/20	AGCY BULET	FHLB	2.750	03/10/23			4,500,000.00	105.640	4,753,806.46	4,707,612.90	106.171	4,777,695.45	891		0.837	0.837
3135G05R0	08/13/20	AGCY CALL	FNMA	0.300	08/10/23	8/10/2022	QRTLY	3,000,000.00	99.806	2,994,180.00	2,994,438.21	99.874	2,996,229.60	1,044	679	0.365	0.365
3130AJZJ1	08/31/20	AGCY CALL	FHLB	0.320	08/25/23	2/25/2021	CONT	3,000,000.00	99.950	2,998,500.00	2,998,542.90	99.997	2,999,910.00	1,059	148	0.337	0.337
3133ELU85	07/20/20	AGCY CALL	FFCB	0.600	01/15/25	1/15/2021	CONT	1,500,000.00	99.875	1,498,125.00	1,498,206.47	99.622	1,494,326.10	1,568	107	0.628	0.628
3136G4A45	07/22/20	AGCY CALL	FNMA	0.710	07/22/25	7/22/2021	QRTLY	1,500,000.00	99.995	1,499,925.00	1,499,927.84	99.906	1,498,596.45	1,756	295	0.711	0.711
3134GWHU3	08/18/20	AGCY CALL	FHLMC	0.700	08/18/25	2/18/2021	QRTLY	3,000,000.00	100.000	3,000,000.00	3,000,000.00	99.720	2,991,598.50	1,783	141	0.700	0.700
3136G4N74	08/21/20	AGCY CALL	FNMA	0.560	08/21/25	2/21/2023	QRTLY	1,500,000.00	100.000	1,500,000.00	1,500,000.00	99.784	1,496,754.60	1,786	874	0.560	0.560
3136G4V59	08/27/20	AGCY CALL	FNMA	0.625	08/27/25	8/27/2021	QRTLY	1,500,000.00	100.000	1,500,000.00	1,500,000.00	99.934	1,499,005.65	1,792	331	0.625	0.625
3134GWUG9	09/24/20	AGCY CALL	FHLMC	0.570	09/24/25	9/24/2021	QRTLY	2,000,000.00	100.000	2,000,000.00	2,000,000.00	99.856	1,997,112.40	1,820	359	0.570	0.570
<b>Total for Pooled Funds</b>								<b>110,716,340.08</b>	<b>100.459</b>	<b>111,209,449.60</b>	<b>111,058,441.91</b>	<b>100.468</b>	<b>111,217,840.64</b>	<b>397</b>		<b>0.637</b>	<b>0.637</b>
<b>Total for Town of Addison</b>								<b>110,716,340.08</b>	<b>100.459</b>	<b>111,209,449.60</b>	<b>111,058,441.91</b>	<b>100.468</b>	<b>111,217,840.64</b>	<b>397</b>		<b>0.637</b>	<b>0.637</b>

CUSIP	Security Type	Security Description	06/30/20 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/20 Book Value	06/30/20 Market Value	09/30/20 Market Value	Change in Mkt Value
<b>Pooled Funds</b>											
LOGIC	LGIP	LOGIC	17,003,628.17	21,647,933.41	(9,993,460.34)	0.00	0.00	28,658,101.24	17,003,628.17	28,658,101.24	11,654,473.07
TEXPOOL	LGIP	TexPool	4,881,046.87	2,187.44	0.00	0.00	0.00	4,883,234.31	4,881,046.87	4,883,234.31	2,187.44
TEXSTAR	LGIP	TexSTAR	5,700,439.44	799.74	(2,499,175.02)	0.00	0.00	3,202,064.16	5,700,439.44	3,202,064.16	(2,498,375.28)
89233GGD2	CP - DISC	Toyota Mtr Cr 0.000 07/13/20	1,998,706.66	0.00	(2,000,000.00)	1,293.34	0.00	0.00	1,999,914.80	0.00	(1,999,914.80)
46640PGH0	CP - DISC	J.P.Morgan Sec 0.000 07/17/20	1,498,760.00	0.00	(1,500,000.00)	1,240.00	0.00	0.00	1,499,927.10	0.00	(1,499,927.10)
CD-8603-2	CD	East West Bk CD 1.710 07/28/20	5,241,150.97	0.00	(5,241,150.97)	0.00	0.00	0.00	5,241,150.97	0.00	(5,241,150.97)
912828VP2	TREAS NOTE	U.S. Treasury 2.000 07/31/20	4,001,167.16	0.00	(4,000,000.00)	(1,167.16)	0.00	0.00	4,006,027.60	0.00	(4,006,027.60)
91514BGW7	CP - INT	Univ of TX 1.860 07/31/20	3,500,000.00	0.00	(3,500,000.00)	0.00	0.00	0.00	3,502,765.00	0.00	(3,502,765.00)
CD-8019-2	CD	East West Bk CD 1.730 08/12/20	5,155,160.86	7,579.95	(5,162,740.81)	0.00	0.00	0.00	5,155,160.86	0.00	(5,155,160.86)
912828VV9	TREAS NOTE	U.S. Treasury 2.125 08/31/20	3,002,787.84	0.00	(3,000,000.00)	(2,787.84)	0.00	0.00	3,009,663.00	0.00	(3,009,663.00)
3137EAEJ4	AGCY BULET	FHLMC 1.625 09/29/20	3,999,814.32	0.00	(4,000,000.00)	185.68	0.00	0.00	4,014,278.80	0.00	(4,014,278.80)
912828Z22	TREAS NOTE	U.S. Treasury 1.625 10/15/20	4,999,886.35	0.00	0.00	98.65	0.00	4,999,985.00	5,020,759.50	5,002,915.00	(17,844.50)
78009ALA0	CP - DISC	Royal Bank of Canada 0.000 11/10/20	3,977,120.00	0.00	0.00	15,946.68	0.00	3,993,066.68	3,997,443.60	3,999,571.60	2,128.00
3133XDVS7	AGCY BULET	FHLB 5.250 12/11/20	3,094,744.46	0.00	0.00	(27,981.27)	0.00	3,066,763.19	3,114,121.20	3,075,329.11	(38,792.09)
9128283X6	TREAS NOTE	U.S. Treasury 2.250 02/15/21	5,018,535.50	0.00	0.00	(7,452.50)	0.00	5,011,083.00	5,065,625.00	5,039,062.50	(26,562.50)
9128284B3	TREAS NOTE	U.S. Treasury 2.375 03/15/21	5,024,614.80	0.00	0.00	(8,696.40)	0.00	5,015,918.40	5,077,539.00	5,050,000.00	(27,539.00)
89233GQP4	CP - DISC	Toyota Mtr Cr 0.000 03/23/21	0.00	1,997,385.56	0.00	115.56	0.00	1,997,501.12	0.00	1,997,467.40	1,997,467.40
CD-5883	CD	East West Bk CD 0.580 06/04/21	2,501,072.82	3,659.01	0.00	0.00	0.00	2,504,731.83	2,501,072.82	2,504,731.83	3,659.01
CD-1790	CD	East West Bk CD 0.440 06/08/21	2,500,693.24	2,774.90	0.00	0.00	0.00	2,503,468.14	2,500,693.24	2,503,468.14	2,774.90
CD-8603-3	CD	East West Bk CD 0.410 07/28/21	0.00	5,251,617.70	0.00	0.00	0.00	5,251,617.70	0.00	5,251,617.70	5,251,617.70
CD-8019-3	CD	East West Bk CD 0.380 08/12/21	0.00	5,168,122.70	0.00	0.00	0.00	5,168,122.70	0.00	5,168,122.70	5,168,122.70
3133ELWK6	AGCY CALL	FFCB 0.550 10/20/21	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,013.00	5,000,191.50	178.50
3134GVJR0	AGCY CALL	FHLMC 1.050 04/13/22	3,000,000.00	0.00	(3,000,000.00)	0.00	0.00	0.00	3,000,872.10	0.00	(3,000,872.10)
3134GVUK2	AGCY CALL	FHLMC 0.300 05/13/22	4,998,829.90	0.00	0.00	156.35	0.00	4,998,986.25	4,996,452.50	4,999,023.00	2,570.50
3133EFUJ4	AGCY BULET	FFCB 2.150 12/29/22	3,116,698.23	0.00	0.00	(11,628.36)	0.00	3,105,069.87	3,139,274.10	3,131,711.70	(7,562.40)
3130ADRG9	AGCY BULET	FHLB 2.750 03/10/23	4,728,621.20	0.00	0.00	(21,008.30)	0.00	4,707,612.90	4,782,196.80	4,777,695.45	(4,501.35)
3134GVWQ7	AGCY CALL	FHLMC 0.550 05/19/23	2,500,000.00	0.00	(2,500,000.00)	0.00	0.00	0.00	2,500,650.50	0.00	(2,500,650.50)
3135G05R0	AGCY CALL	FNMA 0.300 08/10/23	0.00	2,994,180.00	0.00	258.21	0.00	2,994,438.21	0.00	2,996,229.60	2,996,229.60
3130AJZJ1	AGCY CALL	FHLB 0.320 08/25/23	0.00	2,998,500.00	0.00	42.90	0.00	2,998,542.90	0.00	2,999,910.00	2,999,910.00
3133ELU85	AGCY CALL	FFCB 0.600 01/15/25	0.00	1,498,125.00	0.00	81.47	0.00	1,498,206.47	0.00	1,494,326.10	1,494,326.10
3136G4A45	AGCY CALL	FNMA 0.710 07/22/25	0.00	1,499,925.00	0.00	2.84	0.00	1,499,927.84	0.00	1,498,596.45	1,498,596.45
3134GWHU3	AGCY CALL	FHLMC 0.700 08/18/25	0.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00	0.00	2,991,598.50	2,991,598.50
3136G4N74	AGCY CALL	FNMA 0.560 08/21/25	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	0.00	1,496,754.60	1,496,754.60
3136G4V59	AGCY CALL	FNMA 0.625 08/27/25	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	0.00	1,499,005.65	1,499,005.65



**Town of Addison**  
**Change in Value**  
From 06/30/2020 to 09/30/2020

CUSIP	Security Type	Security Description	06/30/20 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/20 Book Value	06/30/20 Market Value	09/30/20 Market Value	Change in Mkt Value
<b>Pooled Funds</b>											
3134GWUG9	AGCY CALL	FHLMC 0.570 09/24/25	0.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00	0.00	1,997,112.40	1,997,112.40
<b>Total for Pooled Funds</b>			<b>106,443,478.79</b>	<b>51,072,790.41</b>	<b>(46,396,527.14)</b>	<b>(61,300.15)</b>	<b>0.00</b>	<b>111,058,441.91</b>	<b>106,710,715.97</b>	<b>111,217,840.64</b>	<b>4,507,124.67</b>
<b>Total for Town of Addison</b>			<b>106,443,478.79</b>	<b>51,072,790.41</b>	<b>(46,396,527.14)</b>	<b>(61,300.15)</b>	<b>0.00</b>	<b>111,058,441.91</b>	<b>106,710,715.97</b>	<b>111,217,840.64</b>	<b>4,507,124.67</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Pooled Funds</b>									
LOGIC	LGIP	LOGIC	0.00	19,473.07	19,473.07	0.00	0.00	0.00	19,473.07
TEXPOOL	LGIP	TexPool	0.00	2,187.44	2,187.44	0.00	0.00	0.00	2,187.44
TEXSTAR	LGIP	TexSTAR	0.00	1,624.72	1,624.72	0.00	0.00	0.00	1,624.72
89233GGD2	CP - DISC	Toyota Mtr Cr 0.000 07/13/20	0.00	0.00	0.00	0.00	0.00	1,293.34	1,293.34
46640PGH0	CP - DISC	J.P.Morgan Sec 0.000 07/17/20	0.00	0.00	0.00	0.00	0.00	1,240.00	1,240.00
CD-8603-2	CD	East West Bk CD 1.710 07/28/20	245.54	6,388.20	6,633.74	0.00	0.00	0.00	6,388.20
912828VP2	TREAS NOTE	U.S. Treasury 2.000 07/31/20	33,406.59	6,593.41	40,000.00	0.00	0.00	(1,167.16)	5,426.25
91514BGW7	CP - INT	Univ of TX 1.860 07/31/20	43,219.17	5,425.00	48,644.17	0.00	0.00	0.00	5,425.00
CD-8019-2	CD	East West Bk CD 1.730 08/12/20	244.34	10,027.95	10,272.29	0.00	0.00	0.00	10,027.95
912828VV9	TREAS NOTE	U.S. Treasury 2.125 08/31/20	21,307.74	10,567.26	31,875.00	0.00	0.00	(2,787.84)	7,779.42
3137EAEJ4	AGCY BULET	FHLMC 1.625 09/29/20	16,611.11	15,888.89	32,500.00	0.00	0.00	185.68	16,074.57
912828Z22	TREAS NOTE	U.S. Treasury 1.625 10/15/20	17,093.58	20,423.50	0.00	0.00	37,517.08	98.65	20,522.15
78009ALA0	CP - DISC	Royal Bank of Canada 0.000 11/10/20	0.00	0.00	0.00	0.00	0.00	15,946.68	15,946.68
3133XDVS7	AGCY BULET	FHLB 5.250 12/11/20	8,881.25	39,965.63	0.00	0.00	48,846.88	(27,981.27)	11,984.36
9128283X6	TREAS NOTE	U.S. Treasury 2.250 02/15/21	42,342.03	28,276.18	56,250.00	0.00	14,368.21	(7,452.50)	20,823.68
9128284B3	TREAS NOTE	U.S. Treasury 2.375 03/15/21	34,850.54	29,773.08	59,375.00	0.00	5,248.62	(8,696.40)	21,076.68
89233GQP4	CP - DISC	Toyota Mtr Cr 0.000 03/23/21	0.00	0.00	0.00	0.00	0.00	115.56	115.56
CD-5883	CD	East West Bk CD 0.580 06/04/21	39.74	3,659.07	3,659.01	0.00	39.80	0.00	3,659.07
CD-1790	CD	East West Bk CD 0.440 06/08/21	30.15	2,774.93	2,774.90	0.00	30.18	0.00	2,774.93
CD-8603-3	CD	East West Bk CD 0.410 07/28/21	0.00	3,891.98	3,832.99	0.00	58.99	0.00	3,891.98
CD-8019-3	CD	East West Bk CD 0.380 08/12/21	0.00	2,743.36	2,689.55	0.00	53.81	0.00	2,743.36
3133ELWK6	AGCY CALL	FFCB 0.550 10/20/21	5,423.61	6,875.00	0.00	0.00	12,298.61	0.00	6,875.00
3134GVJR0	AGCY CALL	FHLMC 1.050 04/13/22	6,825.00	1,050.00	7,875.00	0.00	0.00	0.00	1,050.00
3134GVUK2	AGCY CALL	FHLMC 0.300 05/13/22	2,000.00	3,750.00	0.00	0.00	5,750.00	156.35	3,906.35
3133EFUJ4	AGCY BULET	FFCB 2.150 12/29/22	358.33	16,125.00	0.00	0.00	16,483.33	(11,628.36)	4,496.64
3130ADRG9	AGCY BULET	FHLB 2.750 03/10/23	38,156.25	30,937.50	61,875.00	0.00	7,218.75	(21,008.30)	9,929.20
3134GVWQ7	AGCY CALL	FHLMC 0.550 05/19/23	1,604.17	1,833.33	3,437.50	0.00	0.00	0.00	1,833.33
3135G05R0	AGCY CALL	FNMA 0.300 08/10/23	0.00	1,200.00	0.00	(75.00)	1,275.00	258.21	1,458.21
3130AJZJ1	AGCY CALL	FHLB 0.320 08/25/23	0.00	800.00	0.00	(160.00)	960.00	42.90	842.90
3133ELU85	AGCY CALL	FFCB 0.600 01/15/25	0.00	1,775.00	0.00	(125.00)	1,900.00	81.47	1,856.47
3136G4A45	AGCY CALL	FNMA 0.710 07/22/25	0.00	2,041.25	0.00	0.00	2,041.25	2.84	2,044.09
3134GWHU3	AGCY CALL	FHLMC 0.700 08/18/25	0.00	2,508.33	0.00	0.00	2,508.33	0.00	2,508.33
3136G4N74	AGCY CALL	FNMA 0.560 08/21/25	0.00	933.33	0.00	0.00	933.33	0.00	933.33
3136G4V59	AGCY CALL	FNMA 0.625 08/27/25	0.00	885.42	0.00	0.00	885.42	0.00	885.42



**Town of Addison**  
**Earned Income**  
From 06/30/2020 to 09/30/2020

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Pooled Funds</b>									
3134GWUG9	AGCY CALL	FHLMC 0.570 09/24/25	0.00	221.67	0.00	0.00	221.67	0.00	221.67
<b>Total for Pooled Funds</b>			<b>272,639.14</b>	<b>280,619.50</b>	<b>394,979.38</b>	<b>(360.00)</b>	<b>158,639.26</b>	<b>(61,300.15)</b>	<b>219,319.35</b>
<b>Total for Town of Addison</b>			<b>272,639.14</b>	<b>280,619.50</b>	<b>394,979.38</b>	<b>(360.00)</b>	<b>158,639.26</b>	<b>(61,300.15)</b>	<b>219,319.35</b>

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Pooled Funds</b>															
<b>Calls</b>															
07/12/20	07/13/20	3134GVJR0	AGCY CALL	FHLMC	1.050	04/13/22	07/13/20	3,000,000.00	100.000	3,000,000.00	7,875.00	3,007,875.00		1.050	1.050
08/18/20	08/19/20	3134GVWQ7	AGCY CALL	FHLMC	0.550	05/19/23	08/19/20	2,500,000.00	100.000	2,500,000.00	3,437.50	2,503,437.50		0.550	0.550
<b>Total for: Calls</b>								<b>5,500,000.00</b>		<b>5,500,000.00</b>	<b>11,312.50</b>	<b>5,511,312.50</b>		<b>0.823</b>	<b>0.823</b>
<b>Maturities</b>															
07/13/20	07/13/20	89233GGD2	CP - DISC	Toyota Mtr Cr		07/13/20		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		1.969	
07/17/20	07/17/20	46640PGH0	CP - DISC	J.P.Morgan Sec		07/17/20		1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		1.886	
07/28/20	07/28/20	CD-8603-2	CD	East West Bk CD	1.710	07/28/20		5,241,150.97	100.000	5,241,150.97	0.00	5,241,150.97		1.710	
07/31/20	07/31/20	912828VP2	TREAS NOTE	U.S. Treasury	2.000	07/31/20		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		1.643	
07/31/20	07/31/20	91514BGW7	CP - INT	Univ of TX	1.860	07/31/20		3,500,000.00	100.000	3,500,000.00	48,644.17	3,548,644.17		1.860	
08/12/20	08/12/20	CD-8019-2	CD	East West Bk CD	1.730	08/12/20		5,162,740.81	100.000	5,162,740.81	0.00	5,162,740.81		1.730	
08/31/20	08/31/20	912828VV9	TREAS NOTE	U.S. Treasury	2.125	08/31/20		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.560	
09/29/20	09/29/20	3137EAEJ4	AGCY BULET	FHLMC	1.625	09/29/20		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		1.644	
<b>Total for: Maturities</b>								<b>28,403,891.78</b>		<b>28,403,891.78</b>	<b>48,644.17</b>	<b>28,452,535.95</b>		<b>1.725</b>	
<b>Purchases</b>															
07/17/20	07/22/20	3136G4A45	AGCY CALL	FNMA	0.710	07/22/25	07/22/21	1,500,000.00	99.995	1,499,925.00	0.00	1,499,925.00		0.711	0.711
07/17/20	07/20/20	3133ELU85	AGCY CALL	FFCB	0.600	01/15/25	01/15/21	1,500,000.00	99.875	1,498,125.00	125.00	1,498,250.00		0.628	0.628
07/28/20	08/18/20	3134GWHU3	AGCY CALL	FHLMC	0.700	08/18/25	02/18/21	3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.700	0.700
07/28/20	07/28/20	CD-8603-3	CD	East West Bk CD	0.410	07/28/21		5,247,784.71	100.000	5,247,784.71	0.00	5,247,784.71		0.410	0.410
08/12/20	08/13/20	3135G05R0	AGCY CALL	FNMA	0.300	08/10/23	08/10/22	3,000,000.00	99.806	2,994,180.00	75.00	2,994,255.00		0.365	0.365
08/12/20	08/12/20	CD-8019-3	CD	East West Bk CD	0.380	08/12/21		5,165,433.15	100.000	5,165,433.15	0.00	5,165,433.15		0.380	0.380
08/17/20	08/27/20	3136G4V59	AGCY CALL	FNMA	0.625	08/27/25	08/27/21	1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.625	0.625
08/17/20	08/21/20	3136G4N74	AGCY CALL	FNMA	0.560	08/21/25	02/21/23	1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.560	0.560
08/28/20	08/31/20	3130AJZJ1	AGCY CALL	FHLB	0.320	08/25/23	02/25/21	3,000,000.00	99.950	2,998,500.00	160.00	2,998,660.00		0.337	0.337
09/21/20	09/24/20	3134GWUG9	AGCY CALL	FHLMC	0.570	09/24/25	09/24/21	2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.570	0.570
09/22/20	09/23/20	89233GQP4	CP - DISC	Toyota Mtr Cr		03/23/21		2,000,000.00	99.869	1,997,385.56	0.00	1,997,385.56		0.260	0.260
<b>Total for: Purchases</b>								<b>29,413,217.86</b>		<b>29,401,333.42</b>	<b>360.00</b>	<b>29,401,693.42</b>		<b>0.468</b>	<b>0.468</b>
<b>Income Payments</b>															

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Pooled Funds</b>															
<b>Income Payments</b>															
07/28/20	07/28/20	CD-8603-2	CD	East West Bk CD	1.710	07/28/20				0.00	6,633.74	6,633.74			
07/31/20	07/31/20	912828VP2	TREAS NOTE	U.S. Treasury	2.000	07/31/20				0.00	40,000.00	40,000.00			
07/31/20	07/31/20	CD-5883	CD	East West Bk CD	0.580	06/04/21				0.00	1,232.33	1,232.33			
07/31/20	07/31/20	CD-8019-2	CD	East West Bk CD	1.730	08/12/20				0.00	7,579.95	7,579.95			
07/31/20	07/31/20	CD-1790	CD	East West Bk CD	0.440	06/08/21				0.00	934.68	934.68			
07/31/20	07/31/20	CD-8603-3	CD	East West Bk CD	0.410	07/28/21				0.00	235.80	235.80			
08/12/20	08/12/20	CD-8019-2	CD	East West Bk CD	1.730	08/12/20				0.00	2,692.34	2,692.34			
08/17/20	08/15/20	9128283X6	TREAS NOTE	U.S. Treasury	2.250	02/15/21				0.00	56,250.00	56,250.00			
08/31/20	08/31/20	912828VV9	TREAS NOTE	U.S. Treasury	2.125	08/31/20				0.00	31,875.00	31,875.00			
08/31/20	08/31/20	CD-8603-3	CD	East West Bk CD	0.410	07/28/21				0.00	1,827.77	1,827.77			
08/31/20	08/31/20	CD-1790	CD	East West Bk CD	0.440	06/08/21				0.00	935.02	935.02			
08/31/20	08/31/20	CD-5883	CD	East West Bk CD	0.580	06/04/21				0.00	1,232.94	1,232.94			
08/31/20	08/31/20	CD-8019-3	CD	East West Bk CD	0.380	08/12/21				0.00	1,075.65	1,075.65			
09/10/20	09/10/20	3130ADRG9	AGCY BULET	FHLB	2.750	03/10/23				0.00	61,875.00	61,875.00			
09/15/20	09/15/20	9128284B3	TREAS NOTE	U.S. Treasury	2.375	03/15/21				0.00	59,375.00	59,375.00			
09/29/20	09/29/20	3137EAEJ4	AGCY BULET	FHLMC	1.625	09/29/20				0.00	32,500.00	32,500.00			
09/30/20	09/30/20	CD-1790	CD	East West Bk CD	0.440	06/08/21				0.00	905.20	905.20			
09/30/20	09/30/20	CD-8603-3	CD	East West Bk CD	0.410	07/28/21				0.00	1,769.42	1,769.42			
09/30/20	09/30/20	CD-8019-3	CD	East West Bk CD	0.380	08/12/21				0.00	1,613.90	1,613.90			
09/30/20	09/30/20	CD-5883	CD	East West Bk CD	0.580	06/04/21				0.00	1,193.74	1,193.74			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>311,737.48</b>	<b>311,737.48</b>			
<b>Capitalized Interest</b>															
07/31/20	07/31/20	CD-5883	CD	East West Bk CD	0.580	06/04/21		1,232.33	100.000	1,232.33	0.00	1,232.33			
07/31/20	07/31/20	CD-8019-2	CD	East West Bk CD	1.730	08/12/20		7,579.95	100.000	7,579.95	0.00	7,579.95			
07/31/20	07/31/20	CD-1790	CD	East West Bk CD	0.440	06/08/21		934.68	100.000	934.68	0.00	934.68			
07/31/20	07/31/20	CD-8603-3	CD	East West Bk CD	0.410	07/28/21		235.80	100.000	235.80	0.00	235.80			
08/31/20	08/31/20	CD-8603-3	CD	East West Bk CD	0.410	07/28/21		1,827.77	100.000	1,827.77	0.00	1,827.77			
08/31/20	08/31/20	CD-1790	CD	East West Bk CD	0.440	06/08/21		935.02	100.000	935.02	0.00	935.02			
08/31/20	08/31/20	CD-5883	CD	East West Bk CD	0.580	06/04/21		1,232.94	100.000	1,232.94	0.00	1,232.94			
08/31/20	08/31/20	CD-8019-3	CD	East West Bk CD	0.380	08/12/21		1,075.65	100.000	1,075.65	0.00	1,075.65			



**Town of Addison**  
**Investment Transactions**  
From 07/01/2020 to 09/30/2020

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Pooled Funds</b>															
<b>Capitalized Interest</b>															
09/30/20	09/30/20	CD-1790	CD	East West Bk CD	0.440	06/08/21		905.20	100.000	905.20	0.00	905.20			
09/30/20	09/30/20	CD-8603-3	CD	East West Bk CD	0.410	07/28/21		1,769.42	100.000	1,769.42	0.00	1,769.42			
09/30/20	09/30/20	CD-8019-3	CD	East West Bk CD	0.380	08/12/21		1,613.90	100.000	1,613.90	0.00	1,613.90			
09/30/20	09/30/20	CD-5883	CD	East West Bk CD	0.580	06/04/21		1,193.74	100.000	1,193.74	0.00	1,193.74			
<b>Total for: Capitalized Interest</b>								<b>20,536.40</b>		<b>20,536.40</b>	<b>0.00</b>	<b>20,536.40</b>			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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**Total for All Portfolios**

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Calls	5,500,000.00	5,511,312.50		0.823	0.823
Total Maturities	28,403,891.78	28,452,535.95		1.725	
Total Purchases	29,413,217.86	29,401,693.42		0.468	0.468
Total Income Payments	0.00	311,737.48			
Total Capitalized Interest	20,536.40	20,536.40			

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Pooled Funds</b>											
89233GGD2	10/17/19	CP - DISC	Toyota Mtr Cr 0.000 07/13/20		0.00	98.545	0.00	1,293.34	0.00	0.00	0.00
46640PGH0	10/23/19	CP - DISC	J.P.Morgan Sec 0.000 07/17/20		0.00	98.615	0.00	1,240.00	0.00	0.00	0.00
CD-8603-2	01/28/20	CD	East West Bk CD 1.710 07/28/20		0.00	100.000	0.00	0.00	0.00	0.00	0.00
912828VP2	10/17/19	TREAS NOTE	U.S. Treasury 2.000 07/31/20		0.00	100.277	0.00	(1,167.16)	0.00	0.00	0.00
91514BGW7	11/05/19	CP - INT	Univ of TX 1.860 07/31/20		0.00	100.000	0.00	0.00	0.00	0.00	0.00
CD-8019-2	02/12/20	CD	East West Bk CD 1.730 08/12/20		0.00	100.000	0.00	0.00	0.00	0.00	0.00
912828VV9	01/31/20	TREAS NOTE	U.S. Treasury 2.125 08/31/20		0.00	100.324	0.00	(2,787.84)	0.00	0.00	0.00
3137EAEJ4	12/10/19	AGCY BULET	FHLMC 1.625 09/29/20		0.00	99.984	0.00	185.68	0.00	0.00	0.00
912828Z22	10/16/19	TREAS NOTE	U.S. Treasury 1.625 10/15/20		5,000,000.00	99.992	4,999,609.38	98.65	375.62	15.00	4,999,985.00
78009ALA0	02/18/20	CP - DISC	Royal Bank of Canada 0.000 11/10/20		4,000,000.00	98.847	3,953,893.33	15,946.68	39,173.35	6,933.32	3,993,066.68
3133XDVS7	02/11/20	AGCY BULET	FHLB 5.250 12/11/20		3,045,000.00	103.053	3,137,963.85	(27,981.27)	(71,200.66)	(21,763.19)	3,066,763.19
9128283X6	12/27/19	TREAS NOTE	U.S. Treasury 2.250 02/15/21		5,000,000.00	100.672	5,033,593.75	(7,452.50)	(22,510.75)	(11,083.00)	5,011,083.00
9128284B3	11/26/19	TREAS NOTE	U.S. Treasury 2.375 03/15/21		5,000,000.00	100.902	5,045,117.19	(8,696.40)	(29,198.79)	(15,918.40)	5,015,918.40
89233GQP4	09/23/20	CP - DISC	Toyota Mtr Cr 0.000 03/23/21		2,000,000.00	99.869	1,997,385.56	115.56	115.56	2,498.88	1,997,501.12
CD-5883	06/04/20	CD	East West Bk CD 0.580 06/04/21		2,504,731.83	100.000	2,504,731.83	0.00	0.00	0.00	2,504,731.83
CD-1790	06/08/20	CD	East West Bk CD 0.440 06/08/21		2,503,468.14	100.000	2,503,468.14	0.00	0.00	0.00	2,503,468.14
CD-8603-3	07/28/20	CD	East West Bk CD 0.410 07/28/21		5,251,617.70	100.000	5,251,617.70	0.00	0.00	0.00	5,251,617.70
CD-8019-3	08/12/20	CD	East West Bk CD 0.380 08/12/21		5,168,122.70	100.000	5,168,122.70	0.00	0.00	0.00	5,168,122.70
3133ELWK6	04/20/20	AGCY CALL	FFCB 0.550 10/20/21	10/20/20	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134GVJR0	04/13/20	AGCY CALL	FHLMC 1.050 04/13/22	07/13/20	0.00	100.000	0.00	0.00	0.00	0.00	0.00
3134GVUK2	05/15/20	AGCY CALL	FHLMC 0.300 05/13/22	05/13/21	5,000,000.00	99.975	4,998,750.00	156.35	236.25	1,013.75	4,998,986.25
3133EFUJ4	04/09/20	AGCY BULET	FFCB 2.150 12/29/22		3,000,000.00	104.242	3,127,260.00	(11,628.36)	(22,190.13)	(105,069.87)	3,105,069.87
3130ADRG9	03/13/20	AGCY BULET	FHLB 2.750 03/10/23		4,500,000.00	105.640	4,753,806.46	(21,008.30)	(46,193.56)	(207,612.90)	4,707,612.90
3134GVWQ7	06/05/20	AGCY CALL	FHLMC 0.550 05/19/23	08/19/20	0.00	100.000	0.00	0.00	0.00	0.00	0.00
3135G05R0	08/13/20	AGCY CALL	FNMA 0.300 08/10/23	08/10/22	3,000,000.00	99.806	2,994,180.00	258.21	258.21	5,561.79	2,994,438.21
3130AJZJ1	08/31/20	AGCY CALL	FHLB 0.320 08/25/23	02/25/21	3,000,000.00	99.950	2,998,500.00	42.90	42.90	1,457.10	2,998,542.90
3133ELU85	07/20/20	AGCY CALL	FFCB 0.600 01/15/25	01/15/21	1,500,000.00	99.875	1,498,125.00	81.47	81.47	1,793.53	1,498,206.47
3136G4A45	07/22/20	AGCY CALL	FNMA 0.710 07/22/25	07/22/21	1,500,000.00	99.995	1,499,925.00	2.84	2.84	72.16	1,499,927.84
3134GWHU3	08/18/20	AGCY CALL	FHLMC 0.700 08/18/25	02/18/21	3,000,000.00	100.000	3,000,000.00	0.00	0.00	0.00	3,000,000.00
3136G4N74	08/21/20	AGCY CALL	FNMA 0.560 08/21/25	02/21/23	1,500,000.00	100.000	1,500,000.00	0.00	0.00	0.00	1,500,000.00
3136G4V59	08/27/20	AGCY CALL	FNMA 0.625 08/27/25	08/27/21	1,500,000.00	100.000	1,500,000.00	0.00	0.00	0.00	1,500,000.00
3134GWUG9	09/24/20	AGCY CALL	FHLMC 0.570 09/24/25	09/24/21	2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00



**Town of Addison**  
**Amortization and Accretion**  
From 06/30/2020 to 09/30/2020

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Total for Pooled Funds</b>					73,972,940.37		74,466,049.89	(61,300.15)	(151,007.69)	(342,101.83)	74,315,042.20
<b>Total for Town of Addison</b>					73,972,940.37		74,466,049.89	(61,300.15)	(151,007.69)	(342,101.83)	74,315,042.20

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Pooled Funds</b>						
9128282Z2	TREAS NOTE	U.S. Treasury 1.625 10/15/20	10/15/20	40,625.00	5,000,000.00	5,040,625.00
3133ELWK6	AGCY CALL	FFCB 0.550 10/20/21	10/20/20	13,750.00	0.00	13,750.00
CD-1790	CD	East West Bk CD 0.440 06/08/21	10/31/20	917.93	0.00	917.93
CD-5883	CD	East West Bk CD 0.580 06/04/21	10/31/20	1,210.62	0.00	1,210.62
CD-8019-3	CD	East West Bk CD 0.380 08/12/21	10/31/20	1,636.57	0.00	1,636.57
CD-8603-3	CD	East West Bk CD 0.410 07/28/21	10/31/20	1,794.30	0.00	1,794.30
78009ALA0	CP - DISC	Royal Bank of Canada 0.000 11/10/20	11/10/20	0.00	4,000,000.00	4,000,000.00
3134GVUK2	AGCY CALL	FHLMC 0.300 05/13/22	11/13/20	7,500.00	0.00	7,500.00
CD-1790	CD	East West Bk CD 0.440 06/08/21	11/30/20	917.93	0.00	917.93
CD-5883	CD	East West Bk CD 0.580 06/04/21	11/30/20	1,210.62	0.00	1,210.62
CD-8019-3	CD	East West Bk CD 0.380 08/12/21	11/30/20	1,636.57	0.00	1,636.57
CD-8603-3	CD	East West Bk CD 0.410 07/28/21	11/30/20	1,794.30	0.00	1,794.30
3133XDVS7	AGCY BULET	FHLB 5.250 12/11/20	12/11/20	79,931.25	3,045,000.00	3,124,931.25
3133EFUJ4	AGCY BULET	FFCB 2.150 12/29/22	12/29/20	32,250.00	0.00	32,250.00
CD-1790	CD	East West Bk CD 0.440 06/08/21	12/31/20	917.93	0.00	917.93
CD-5883	CD	East West Bk CD 0.580 06/04/21	12/31/20	1,210.62	0.00	1,210.62
CD-8019-3	CD	East West Bk CD 0.380 08/12/21	12/31/20	1,636.57	0.00	1,636.57
CD-8603-3	CD	East West Bk CD 0.410 07/28/21	12/31/20	1,794.30	0.00	1,794.30
3133ELU85	AGCY CALL	FFCB 0.600 01/15/25	01/15/21	4,500.00	0.00	4,500.00
3136G4A45	AGCY CALL	FNMA 0.710 07/22/25	01/22/21	5,325.00	0.00	5,325.00
CD-1790	CD	East West Bk CD 0.440 06/08/21	01/31/21	917.93	0.00	917.93
CD-5883	CD	East West Bk CD 0.580 06/04/21	01/31/21	1,210.62	0.00	1,210.62
CD-8019-3	CD	East West Bk CD 0.380 08/12/21	01/31/21	1,636.57	0.00	1,636.57
CD-8603-3	CD	East West Bk CD 0.410 07/28/21	01/31/21	1,794.30	0.00	1,794.30
3135G05R0	AGCY CALL	FNMA 0.300 08/10/23	02/10/21	4,500.00	0.00	4,500.00
9128283X6	TREAS NOTE	U.S. Treasury 2.250 02/15/21	02/15/21	56,250.00	5,000,000.00	5,056,250.00
3134GWHU3	AGCY CALL	FHLMC 0.700 08/18/25	02/18/21	10,500.00	0.00	10,500.00
3136G4N74	AGCY CALL	FNMA 0.560 08/21/25	02/21/21	4,200.00	0.00	4,200.00
3130AJZJ1	AGCY CALL	FHLB 0.320 08/25/23	02/25/21	4,800.00	0.00	4,800.00
3136G4V59	AGCY CALL	FNMA 0.625 08/27/25	02/27/21	4,687.50	0.00	4,687.50
CD-1790	CD	East West Bk CD 0.440 06/08/21	02/28/21	917.93	0.00	917.93
CD-5883	CD	East West Bk CD 0.580 06/04/21	02/28/21	1,210.62	0.00	1,210.62
CD-8019-3	CD	East West Bk CD 0.380 08/12/21	02/28/21	1,636.57	0.00	1,636.57
CD-8603-3	CD	East West Bk CD 0.410 07/28/21	02/28/21	1,794.30	0.00	1,794.30

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Pooled Funds</b>						
3130ADR9	AGCY BULET	FHLB 2.750 03/10/23	03/10/21	61,875.00	0.00	61,875.00
9128284B3	TREAS NOTE	U.S. Treasury 2.375 03/15/21	03/15/21	59,375.00	5,000,000.00	5,059,375.00
89233GQP4	CP - DISC	Toyota Mtr Cr 0.000 03/23/21	03/23/21	0.00	2,000,000.00	2,000,000.00
3134GWUG9	AGCY CALL	FHLMC 0.570 09/24/25	03/24/21	5,700.00	0.00	5,700.00
<b>Total for Pooled Funds</b>				<b>423,565.85</b>	<b>24,045,000.00</b>	<b>24,468,565.85</b>

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Total for All Portfolios</b>						
			October 2020	59,934.42	5,000,000.00	5,059,934.42
			November 2020	13,059.42	4,000,000.00	4,013,059.42
			December 2020	117,740.67	3,045,000.00	3,162,740.67
			January 2021	15,384.42	0.00	15,384.42
			February 2021	90,496.92	5,000,000.00	5,090,496.92
			March 2021	126,950.00	7,000,000.00	7,126,950.00
<b>Total Projected Cash Flows for Town of Addison</b>				<b>423,565.85</b>	<b>24,045,000.00</b>	<b>24,468,565.85</b>