



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

January 12, 2021

ADDISON TREEHOUSE

**14681 MIDWAY RD. SUITE 200, ADDISON, TX 75001
5:30 PM EXECUTIVE SESSION, WORK SESSION,
& REGULAR MEETING**

Notice is hereby given that the Addison City Council will conduct its REGULARLY SCHEDULED MEETING on Tuesday, January 12, 2021 at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public will be available using CDC recommended social distancing measures. The Town will utilize telephone or videoconference public meetings to facilitate public participation to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may also be submitted to: iparker@addisontx.gov by 3:00 pm the day of the meeting. Members of the public are entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. For more detailed instructions on how to participate in this meeting visit our Agenda Page. The meeting will be live streamed on Addison's website at: www.addisontexas.net.

Call Meeting to Order

Pledge of Allegiance

EXECUTIVE SESSION

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney pertaining to:

- *Bigelow Arizona TX-344, Limited Partnership D/B/A Suites of America and/or Budget Suites of America v. Town of Addison*, Cause No. DC-19-09630, 191st Judicial District, Dallas County District Court.

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

- City Manager's Annual Evaluation

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

WORK SESSION

1. Present and Discuss **Draft Amendments to the Community Partners Bureau Policies.**
2. Present and Discuss **Options for Updating Addison Airport's Noise Studies and Noise Exposure Maps.**
3. Present and Discuss **Regulations for Political Signs.**

REGULAR MEETING

Announcements and Acknowledgments Regarding Town and Council Events and Activities

Discussion of Meetings / Events

Public Comment

The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda

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

4. Consider Action to Approve the **Minutes from the December 8, 2020 Regular Meeting.**

5. Consider Action on a **Resolution Approving an Agreement Between the Town of Addison and Criado and Associates, Inc. for Professional Engineering Services Related to the Rawhide Creek Drainage Basin - Problem Area No. 7 Drainage Improvements Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$343,591.

6. Consider Action on a **Resolution Approving an Agreement Between the Town of Addison and Icon Consulting Engineers, Inc. for Professional Engineering Services Related to the Bella Lane North Connector Roadway Reconstruction Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$53,850.

7. Consider Action on a **Resolution Approving the Agreement Between the Town of Addison and Garver, LLC. for Professional Engineering Services Related to the Winnwood Road Bridge Class Culvert Outlet Armoring Project and Authorizing the City Manager to Execute the Agreement** in an Amount not to Exceed \$97,682.

8. Consider Action on a **Resolution Approving the Master Agreement Between the Town of Addison and Dallas County for the Governance of the Major Capital Improvement Program and Authorizing the City Manager to Execute the Agreement.**
-

Regular Items

9. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on a 5.95 acre Property Located at 4135-4145 Belt Line Road, Which Property is Currently Zoned Local Retail (LR) to a Planned Development (PD) District to Allow Medical Office Use.** Case 1819-Z/4135-4145 Belt Line Road
 10. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on a 5.147 acre Property Located at 4925 Arapaho Road to Amend the Existing Special Use Permit Through Ordinances 097-055 and 002-002 to Allow a Rail Station Use and Amend Development Plans for the Addison Transit Center.** Case 1820-Z/DART Transit Station
 11. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Amending Chapter 62-Signs of the Code of Ordinances to Change Regulations for Flags and Residential Signs.**
 12. Present, Discuss, and Consider Action on **Questions Regarding Potential Health Concerns Associated with Petition Requirements for City Council Candidates that were Adopted at the November 3, 2020 Special Election.**
 13. Present, Discuss, and Consider Action on an **Ordinance Amending the Home Rule Charter to Reflect Amendments Approved at the November 3, 2020 Special Election.**
 14. Present, Discuss, and Consider Action on an **Ordinance Calling and Ordering the May 1, 2021 General Election.**
-

Adjourn Meeting

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

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-7017 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

POSTED BY: _____
Irma G. Parker, City Secretary

DATE POSTED: _____

TIME POSTED: _____

DATE REMOVED FROM BULLETIN BOARD: _____

REMOVED BY: _____

Council Meeting

1.

Meeting Date: 01/12/2021

Department: City Manager

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Present and Discuss **Draft Amendments to the Community Partners Bureau Policies.**

BACKGROUND:

The City Council initially adopted policies pertaining to the Community Partners Bureau in 2013 (Resolution No. R13-010) and subsequently amended the policies through Resolution Numbers R15-007 and R17-48.

On February 13, 2020, Council provided direction to Staff regarding the Community Partners Bureau during a Work Session. Draft amendments to the Community Partners Bureau Policies will be presented for discussion. These proposed amendments include minor grammatical changes, removal of the Council Liaison role as previously defined, and clarification of appointment term lengths. A redlined version of the policy is attached to show the proposed changes.

Staff will bring any Council directed changes to the policies forward as an agenda item at a future meeting.

RECOMMENDATION:

Staff seeks direction from Council.

Attachments

Presentation - Community Partners Bureau Policy

Redlined Community Partners Bureau Policy

Community Partners Bureau Policies

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 blue sections.

January 12, 2021


On February 13, 2020, a Work Session was held to discuss possible updates to the Community Partners Bureau.

Council provided Staff with direction to adjust the Community Partners Bureau annual application and approval processes. These were done without a need to amend any policies.

Minor amendments to the Community Partners Bureau Policies are being presented for discussion to allow for the remaining adjustments Council discussed.

Draft Policy Amendments

- The proposed amendments:
 - make grammatical adjustments to the definition of Community Partner.
 - remove the Council Liaison definition while still allowing Council members to serve as Bureau Members.
 - clarify the appointment length and affords Council the ability to make appointments of varying lengths as may be needed.
 - remove 'Council Liaison' from the Bureau Member interaction list.



Community Partners Bureau

Definition Statement:
The Addison Community Partners Bureau is a body of residents appointed to duly represent the Town of Addison with its Community Partners.

Community Partners:
~~Community Partners are non-profit organizations which promote public purposes and benefit the public within the Addison community, and which have an agreement with the Town regarding the provision of those services. These are specifically determined annually by Council.~~

Town Staff:
A Town Staff liaison shall be appointed by the City Manager.

Council Liaisons:
~~One or more members of the Council may be assigned to serve as liaisons to the Community Partners Bureau.~~

Structure of Bureau:
The Bureau consists of individuals ("Bureau Members") appointed by Council ~~Liaisons with input from the rest of the City Council.~~ Bureau Members shall each serve as a representative of the Town to one of its Community Partners. Bureau Members will serve a three-year term ~~intended to beginning on January 1st and end on December 31 as specified in the appointment resolution. Council may appoint a Bureau Member for a shorter term as deemed necessary due to a vacancy of the following year in which they are appointed. Each Bureau Member may serve one term (not necessarily assigned to the same Community Partner) with an option for one additional year.~~

To qualify for service on the Bureau, candidates must have demonstrated a commitment to community service, such as completion of the Addison's Citizens' Academy, Leadership Metrocrest, service in the Addison Advocates program, and/or other volunteer service working with the Addison Community.

Bureau Members:
Bureau Members will interact with a Community Partner, Town Staff and Council ~~Liaisons.~~ This interaction may include service on the Board of Directors, a committee, or a task force of a Community Partner; site visits to places served by a Community Partner; staff updates; or attendance at events. Bureau Members will be charged with receiving Community Partner communications, giving general written (e.g., e-mail) updates about their Community Partner engagement, and submitting a completed Community Partner service evaluation developed in accordance with the Town's grant application and requirements. Official Town updates to Community Partners may be prepared by the assigned Town Staff member.

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Draft Policy Amendments Direction to Staff

- Staff will capture Council's desired changes to the Community Partners Bureau Policies and bring these forward as an agenda item at a future meeting.
- As a reminder, Community Partners Bureau applications are being accepted until January 18, 2021.
- Staff will provide Council with the applications and prepare a resolution for Community Partners Bureau appointments. This is tentatively planned for the second Council meeting in January 2021.



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Council Meeting

2.

Meeting Date: 01/12/2021

Department: Airport

Pillars: Excellence in Transportation Systems

AGENDA CAPTION:

Present and Discuss **Options for Updating Addison Airport's Noise Studies and Noise Exposure Maps.**

BACKGROUND:

Staff will provide information on Federal Aviation Regulations Part 150 Noise Studies, Noise Exposure Maps (NEMs), and Noise Compatibility Plans, to include Addison's current NEM and options for updating the NEM.

RECOMMENDATION:

Staff seeks direction from Council.

Attachments

Presentation - Airport Noise Studies

Part 150 Noise Studies and Noise Exposure Maps

January 12, 2021

The logo for ADDISON is a white circle containing the word "ADDISON" in blue, uppercase, sans-serif font. The circle is positioned on the right side of the slide, overlapping a blue and grey geometric background.

What is FAR Part 150?

- Title 14 of the Code of Federal Regulations – Aeronautics and Space
- Part 150 – Airport Noise Compatibility Planning
- Commonly known as “FAR [Federal Aviation Regulations] Part 150”

“prescribes the procedures, standards, and methodology governing the development, submission, and review of airport noise exposure maps and airport noise compatibility programs, including the process for evaluating and approving or disapproving those programs”

- Part 150 program was established in 1981 following passage of the Aviation Safety and Noise Abatement Act in 1979
- Part 150 is a **voluntary** program for public-use airports to reduce impacts of airport noise on surrounding areas / communities

What is a Part 150 Study?

- Study undertaken to determine levels of noise exposure on real properties in the vicinity of an airport attributable to aircraft operations at that airport
- Two parts to a Part 150 program:
 - Study to collect data and develop Noise Exposure Maps (maps identify compatible and non-compatible land uses around the airport)
 - Development of a Noise Compatibility Program (NCP) which identifies specific measures to reduce incompatible land uses around the airport
- Data collection for a Part 150 study requires a full year to capture seasonal variations
 - Record takeoffs and landings of aircraft (type, date, time, direction of flight)
 - Measure sound produced by these aircraft operations
- Data input into FAA noise model to produce Noise Exposure Map (NEM)

When is a Part 150 Study needed?

- Part 150 studies provide a means to address community concerns over airport noise
- Part 150 studies are customarily conducted in conjunction with Airport Master Plan Updates because there is overlap in data collection and forecasting requirements
- Addison's most recent Part 150 Study was conducted in conjunction with the 2004 Master Plan Update (revised NEM approved 9/22/04; NCP approved 12/22/05)
- Addison did NOT conduct a Part 150 Study in conjunction with the 2016 Master Plan Update (for reasons of cost and lack of perceived benefit)
- Addison will likely seek to conduct another Master Plan Update in 2025-26

Part 150 Studies are typically conducted by consulting firms

- If the Part 150 Study is funded by an AIP grant, the airport will select a qualified consulting firm to conduct the study (using FAA selection requirements)
- Many aviation / engineering firms are capable of performing these studies
- Firms capable of providing these services include but are not limited to: AECOM, CHA Consulting, Coffman Associates, CP&Y, HNTB, Garver, KSA, Landrum & Brown, Lochner, Mead & Hunt, Moye Consulting, RS&H, RW Armstrong & Associates, Woolpert Inc., and WSP
- Coffman Associates performed the most recent (2004) Part 150 Study for Addison

How Much Does a Part 150 Study Cost?

- Below is some recent cost data for Part 150 Studies performed at various airports

▪ BDR	Igor I Sikorsky Memorial	Bridgeport, CT	\$170,435
▪ BAF	Westfield-Barnes Regional	Westfield, MA	\$35,192
▪ SAN	San Diego International	San Diego, CA	\$1,119,195
▪ IND	Indianapolis International	Indianapolis, IN	\$262,500
▪ AFW	Fort Worth Alliance	Fort Worth, TX	\$600,000
▪ APF	Naples Municipal	Naples, FL	\$600,000
▪ TPA	Tampa International	Tampa, FL	\$502,014
▪ MDW	Chicago Midway International	Chicago, IL	\$276,900
▪ DLH	Duluth International	Duluth, MN	\$645,920
▪ CMH	John Glenn Columbus International	Columbus, OH	\$866,637
▪ HHR	Jack Northrop Field/Hawthorne Municipal	Hawthorne, CA	\$307,125
▪ LNA	Palm Beach County Park Airport	West Palm Beach, FL	\$600,000

- None of the airports listed above are really similar to Addison
- A reasonable cost estimate for a stand-alone Part 150 Study at Addison – with its single runway and compact area – would be in the \$400,000 to \$500,000 range

Is a Part 150 Study Eligible for Grant Funding?

- A Part 150 Study is eligible for FAA Airport Improvement Program (AIP) grant funding
- Part 150 studies are typically conducted (and funded) in conjunction with Airport Master Plan Updates
- AIP grant funded projects are typically planned years in advance as part of an Airport Capital Improvement Program (CIP) that is submitted to / coordinated with FAA (or, in Addison's case, TX-DOT Aviation, which acts as FAA's agent for Texas general aviation [GA] airports)
- An "out of sequence" Part 150 study would be a low-priority project, very unlikely to be funded by FAA / TX-DOT; it would not be competitive for Discretionary funding

Could an Airport Use Its Non-Primary Entitlement (NPE) Funds to Finance a Part 150 Study?

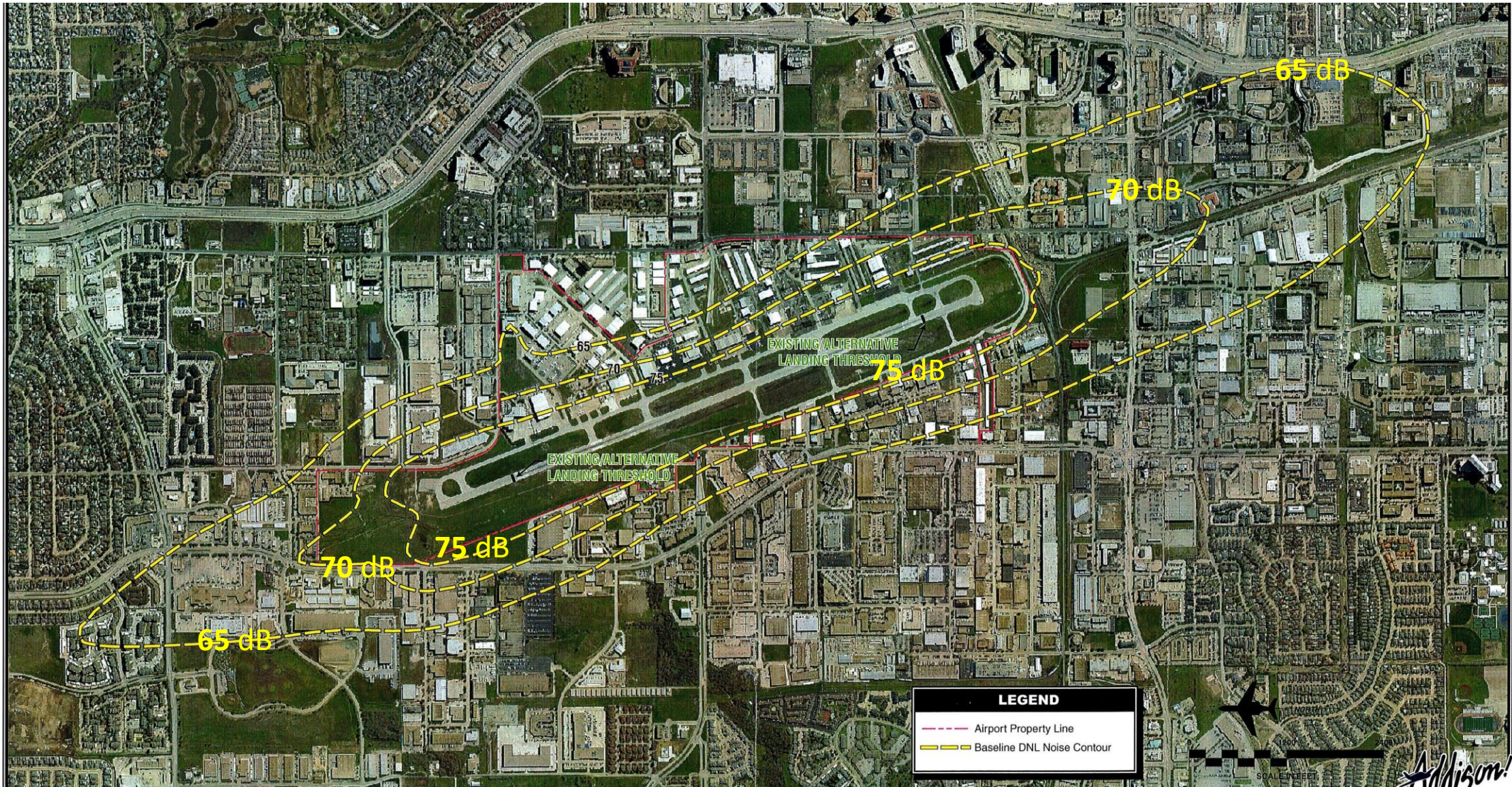
- There are three types of AIP funding available to general aviation (GA) airports:
 - State Apportionment – about \$20 Million annually, administered by TX-DOT Aviation under the State Block Grant Program (SBGP) to fund improvements at approximately 180 eligible GA airports in the State
 - Discretionary – amounts vary, but approximately \$15 Million annually is available to TX-DOT Aviation to fund high-priority projects at the state’s eligible GA airports
 - Non-Primary Entitlement (NPE) – \$150,000 annually for each eligible airport, which may be accumulated for up to four years. When TX-DOT Aviation provides AIP funding to a project at an airport, the airport’s accumulated NPE funds are first to be applied, before any State Apportionment funds are allocated.
- In theory, an airport could insist on using its available NPE funds to finance a Part 150 Study. Doing so is a *de facto* declaration that a Part 150 Study is the airport’s highest development priority. It would delay any projects in the airport’s CIP that TX-DOT Aviation had previously planned to fund.

Addison Noise Contours

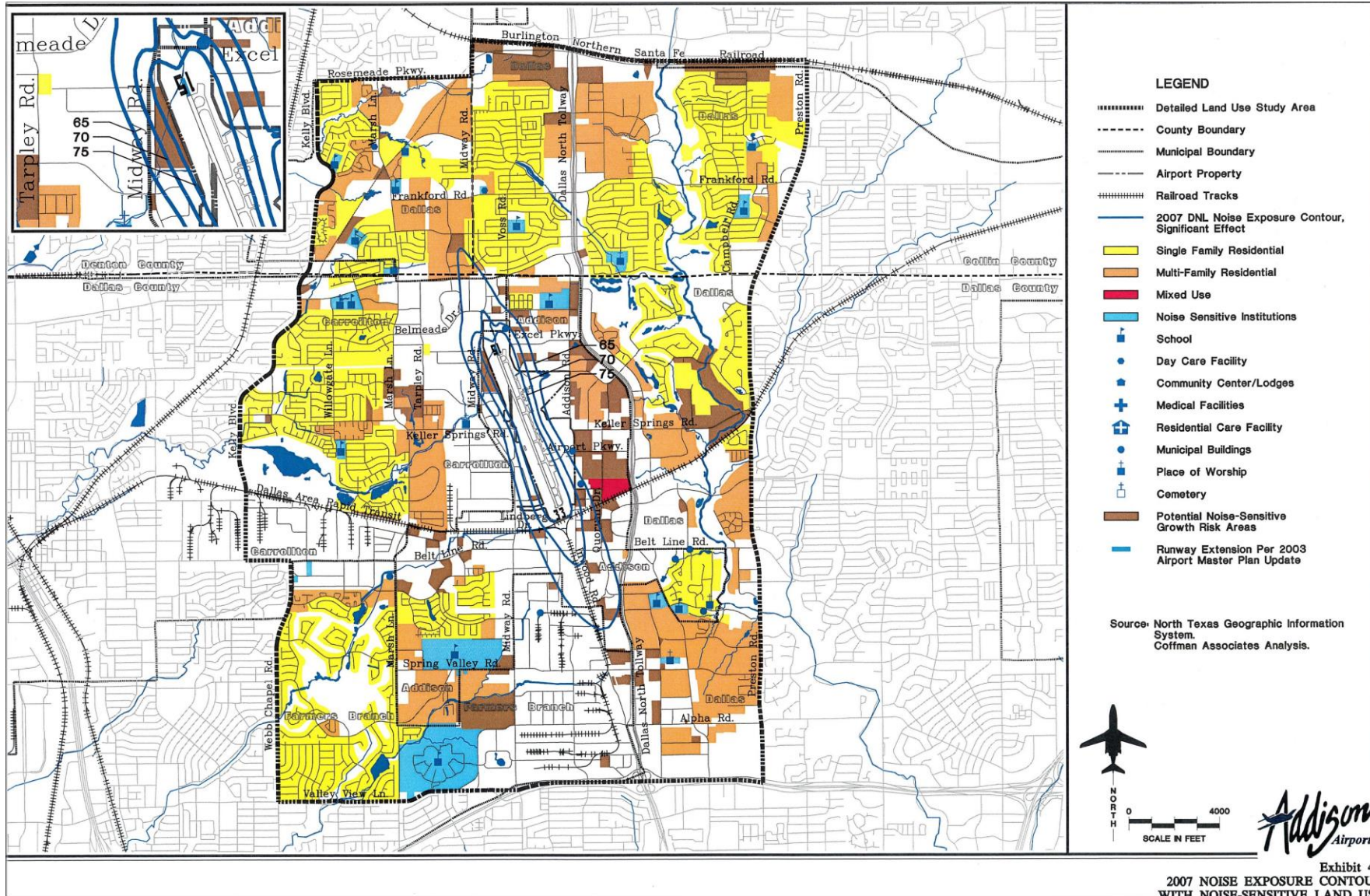


North ↑

South ↓

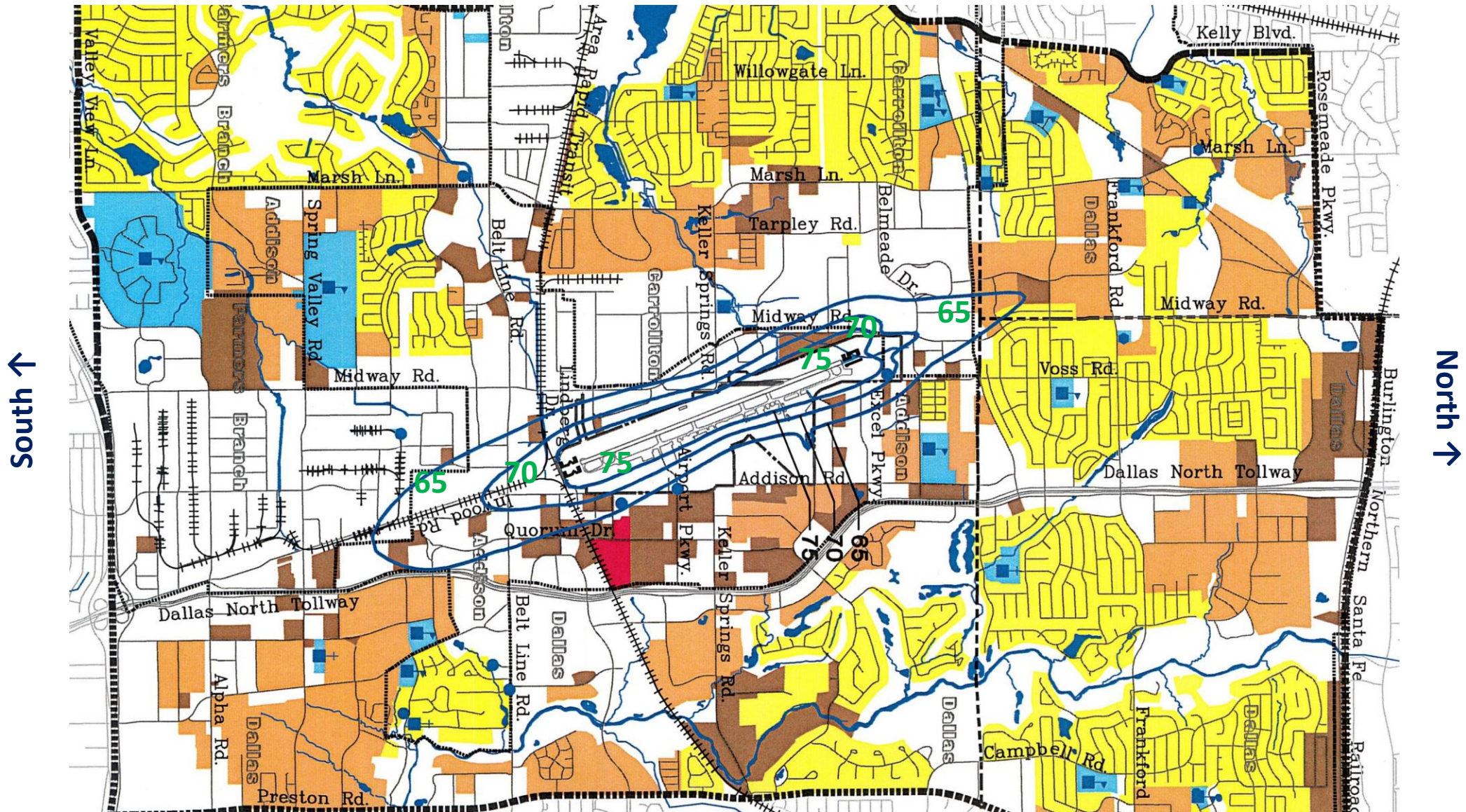


Addison Noise Contours and Land Use



Addison Noise Contours and Land Use (Detail)

ADDISON



FAA Noise Modeling

- FAA uses a noise model to draw noise contours for Noise Exposure Maps
- Addison's most recent Part 150 Study used FAA's "Integrated Noise Model" (INM)
- The INM is no longer in use; it was replaced by the "Aviation Environmental Design Tool" (AEDT) in 2014

AEDT is a software system that dynamically models aircraft performance in space and time to produce fuel burn, emissions and noise. Full flight gate-to-gate analyses are possible for study sizes ranging from a single flight at an airport to scenarios at the regional, national, and global levels. AEDT is currently used by the U.S. government to consider the interdependencies between aircraft-related fuel burn, noise and emissions.

- There are differences between the INM and the AEDT; given the same input data for noise contours, the AEDT will typically generate noise contours that are shorter along the runway axis but wider on either side of the runway

Aircraft Operations

- Mandatory retirement of “Stage 2” jet aircraft under 75,000 pounds Maximum Gross Weight effective December 31, 2015 (the noisiest aircraft operating at Addison).
- Addison’s “fleet mix” includes many newer, quieter jet aircraft.
- Annual operations were 170,000 at the time (2002 data) of the most recent Part 150 Study; in FY19 and FY20, annual operations totaled approximately 115,000.
- In 2008 the standard heading for instrument departures from Runway 15 (take-offs to the south) changed from 100 degrees (slightly south of due east) to 040 degrees for piston aircraft and 050 degrees for turbine aircraft ... so departing aircraft make a sharper turn to the northeast rather than to the east.

If or When Addison Conducts a New Part 150 Study:

- The study will result in an updated Noise Exposure Map (NEM) with updated Noise Contours. The NEM and the Noise Compatibility Plan (NCP) must be submitted to FAA/TX-DOT for approval.
- The study will produce an updated NCP.
- It is possible, perhaps even likely, that the noise contours will contract in the areas north and south of the runway ends; this may have favorable implications for redevelopment along the Inwood corridor south of the airport.
- Whether the noise contours expand or contract laterally – in the areas east and west of the runway – is not possible to say without performing the study. Given the differences between the INM and the AEDT, there is at least the potential that the noise contours could expand laterally.
- If the noise contours expand to include existing incompatible land uses – residential uses in particular – Addison may be required to mitigate the noise exposure.

If or When Addison Conducts a New Part 150 Study:

- Flight patterns into and out of Addison Airport **WILL NOT CHANGE** as a result of a Part 150 Study. (Flight pattern changes can be requested in the NCP update, but these require FAA approval, which is very unlikely to be granted.)
- No curfews or other similar restrictions will be imposed on Addison's flight operations as a result of a Part 150 Study. (Noise and access restrictions may only be imposed through the 14 CFR Part 161 process.)
- Land uses that FAA considers to be incompatible from a noise exposure perspective will not change; these are defined in 14 CFR Part 150 Appendix A.

Should Addison Conduct a New Part 150 Study? If so, when? What are the available options?

1. Conduct a new Part 150 Study as soon as possible
 - **FUNDING OPTIONS:**
 - a. Request to use NPE funds (FY21: \$150,000 available); would require additional funding source; would disrupt Airport's CIP and delay planned projects (Taxiway Bravo extension)
 - b. Identify / use a different Town of Addison funding source
 - c. Seek a private funding source (*e.g.*, Addison Circle TOD master developer)
 - **TIMING:** study would likely require 18-24 months to complete, longer if using NPE funds
2. Wait to conduct a new Part 150 Study (in conjunction with Master Plan update)
 - Project would be eligible for 90% grant funding (10% local match from Airport Fund)
 - Master Plan Update for Addison expected around 2025-26 (when current plan is 10 years old)
3. Don't plan to conduct a new Part 150 Study
 - Zero cost
 - No requirement to update NEM or NCP

Recommendation: Update Addison's Part 150 Study in Conjunction with the Next Airport Master Plan Update

- Using Non-Primary Entitlement (NPE) funding would almost certainly derail the Airport's planned Capital Improvement Program, delaying important projects
- A stand-alone Part 150 Study will cost more than if it is performed in conjunction with an Airport Master Plan Update (overlap in data collection)
- There is no guarantee that the noise contours would change in a way that is beneficial for off-airport development opportunities
- There is a risk that the noise contours might expand to include 'incompatible' land uses (especially residential) which might then require mitigation for noise exposure

Links to Resources and Information

- [Electronic Code of Federal Regulations – Title 14 Part 150](#)
- [FAA Airports – Airport Noise webpage](#)
- [FAA Airport Noise Program – Fact Sheet](#)
- [Aviation Environmental Design Tool](#)



Council Meeting

3.

Meeting Date: 01/12/2021

Department: Development Services

AGENDA CAPTION:

Present and Discuss Regulations for Political Signs.

BACKGROUND:

Council members Willesen and Hughes requested an item be placed on the City Council agenda to discuss Chapter 62 Section 62-247 of the Code of Ordinances, which regulates political signs in Addison.

Chapter 62 Section 62-247 was last amended by the adoption of Ordinance 019-30 at the August 13, 2019 City Council meeting. These amendments removed the existing regulations on political signs in the ROW and replaced them with new language expressly prohibiting signs in the ROW and on Town-owned property with two exceptions. The first exception allows signs in the front and side yards of single-family residential properties that overlap the public ROW as long as the signs are at least three feet away from the edge of the street or, in locations with sidewalks, behind the back edge of the sidewalk without overhanging the walk way. The second exception allows signs on Town-owned property that has been designated as an active polling place, but with restrictions on the location and timing of the placement of signs, as well as the size and number of signs allowed. Signs in these locations are limited in size to no more than 18 inches x 24 inches with a maximum area of three-square feet and may not be illuminated or have moving elements.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Political Sign Regulations

Regulations for Political Signs

City Council Work Session

January 12, 2021

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CODE OF ORDINANCES SECTION 62 (SIGNS) SUBSECTION 62-247.-POLITICAL SIGNS

- Allows political signs up to 36 square feet in size on private property. This complies with state statute.
- Prohibits placement of political signs within ROW or on Town-owned property. Two exceptions:
 - In single-family neighborhoods, signs may be placed in ROW if a minimum of 3 feet from the street edge or behind the sidewalk.
 - During the time that a Town-owned property is used as a polling place, 2 signs per candidate may be placed in a designated area and may not exceed 3 square feet in size.
- No permit or fee required for political signs.
- No time limits for placement on private property.

ENFORCEMENT

- Individual campaigns and volunteers are not aware of local regulations, which may vary from city to city.
- Can only enforce a designated area on Town-owned property, not DISD properties or others used as polling places.
- After signs are in place, difficult to get campaigns to relocate or remove.



ENFORCEMENT

- Difficult to determine a sufficient size and appropriate location for the “designated area” for signs.
- Campaign signs routinely exceed Town’s maximum size.
- Town’s attempts to direct sign placement were ignored in some instances.



No Political Signs Between Street and Sidewalk Place Only in Designated Areas

Town of Addison Ordinance No. 019-30

ORDINANCE PROVISIONS

- Local elections vs. state/national
- Appropriate number of signs
- Time limits
- Size limitations given state statute
- Limitation to designated areas only



QUESTIONS?

ADDISON

Council Meeting

4.

Meeting Date: 01/12/2021

Department: City Secretary

AGENDA CAPTION:

Consider Action to Approve the Minutes from the December 8, 2020 Regular Meeting.

BACKGROUND:

The minutes for the December 8, 2020 Regular Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - December 8, 2020

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

December 8, 2020

**Executive Session, Work Session & Regular Meeting
5:30 p.m.**

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

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

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

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance

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Closed (Executive) Session of the Addison City Council pursuant to: Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- City Manager's Annual Evaluation

Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business

prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:

- Project Trailer

Mayor Chow advised that the City Manager’s evaluation will be discussed in Executive Session at the end of the meeting. The Executive Session will be reconvened to discuss this item following the conclusion of the Regular Items discussion.

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 5:39 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 5:52 p.m. No action was taken as a result of Executive Session.

WORK SESSION

1. Present and Discuss Regulations for Residential Sign Regulations and Flags.

Phyllis Jerrell, Interim Director of Development Services presented this item. She provided an overview of the Town’s current ordinance regarding regulations for residential signs and flags, adding that the ordinance does not address non-governmental signs such as school participation, religion, or celebrations. The current ordinance for flags only allows the display of United States, Texas, and Addison flags.

Ms. Jerrell provided some proposed ordinance language that would add a provision allowing no more than three signs, not exceeding six square feet each, for residential premises. This provision would not apply to political signs that are regulated by the Texas Election Code. Council Members voiced agreement with this language.

Ms. Jerrell advised that a new section could be added regarding flags. She provided suggested language as follows:

Sec. 62-148. –Flags

- (a) Nothing in this chapter shall be construed to prevent the display of the United States, Texas or Addison flag whose size does not exceed forty (40 sf) square feet and which flag is displayed upon a flagpole which does not exceed thirty (30') feet in height above the natural grade, or when attached to a building, above the finished elevation of the ground floor as defined by the Building Code. The

number of flags on a premise shall not exceed three. All national flags or state flags more than the foregoing sizes must apply for a meritorious exception as set forth in subsection 62-32(a).

- (b) Other flags are limited to one (1) per premises and are subject to the same height and placement requirements in (a) above and may not exceed fifteen (15 sf) square feet in size.

Ms. Jerrell requested direction from Council. Considerable discussion followed among Council Members, City Attorney Brenda McDonald, and staff. The consensus among Council was as follows:

- Flags:
 - New definition of flag that allows text to be displayed as well as other graphics, symbols, etc.
 - Limit of three flags per premises, with a maximum size for each flag of 40 square feet
 - If used, flagpoles are limited to 30 feet in height
 - Flags less than 6 square feet in size are exempt from regulation. This covers the American Flags on a stick, which range in size from 4" x 6" to 24" x 36". Garden banners are typically 12" x 18" or 28" x 40". A large garden banner would be considered a flag and regulated as such.
 - The meritorious exception process for flags and flagpoles that exceed the maximum height and size has been retained.
- Signs
 - Limitation of 3 signs a maximum of 6 square feet in size, plus garage sale or for sale/lease signs
 - Political signs, state statue allows 4'x8' size

Council Member Willesen requested City Attorney McDonald provide Council with a copy of the Supreme Court ruling regarding "content neutral" as it relates to signage.

2. Present and Discuss updates to the Town's Public Safety Data Management Policy.

Police Chief Paul Spencer reported that the Town's Public Safety Data Management Policy which provides transparency and accountability for the usage of data collected by the license plate recognition and optical cameras was adopted by the Council in January 2019. Chief Spencer advised the Texas Department of Public Safety (DPS) recently identified a Criminal Justice Information Security (CJIS) concern after discovering the Town's license plate recognition vendor was distributing the Texas Crime Information Center (TCIC) hotlists directly to its other Texas customers. CJIS rules authorize the distribution of information to only Texas law enforcement agencies.

Chief Spencer advised that the Texas Department of Public Safety implemented changes to how license plate data can be shared specifically:

- a. TCIC hotlists are now only available if agencies sign on with the DPS License Plate Regional Data Repository.
- b. Addison Police Department must agree to let the State share Addison's data with other law enforcement agencies.

These changes will assure DPS can control and protect access to the data in the National Crime Information Center (NCIC) and the TCIC databases to facilitate sharing the data with other law enforcement agencies in Texas.

Chief Spencer reviewed the proposed change to Item Number 4 in the Public Safety Data Management Policy that will read:

“The Town will not share plate data with non-law enforcement, third-parties. The Town will comply with the Texas DPS License Plate Depository Recognition Program and abide by their rules.”

Chief Spencer added that DPS will honor the 45-day records retention period. He confirmed that any law enforcement data collected cannot be sold. The proposed changes to the policy will be presented at a future Council meeting.

REGULAR MEETING

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment: *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to **three (3) minutes**, unless otherwise required by law. To address the Council, please fill out a **City Council Appearance Card** and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

City Secretary Parker advised that no citizens had requested to address the City Council via telephonic means. One email was received regarding signage which was distributed to the City Council.

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.*

3. **Consider Action to Approve the Minutes for the November 10, 2020 Regular Meeting and the November 16, 2020 Special Meeting.**
4. **Consider Action to Approve the Purchase of Water Meters from Thirkettle Corporation DBA as Aqua-Metric Sales Company, Inc Through HGACBuy and Authorize the City Manager to Execute the Purchase Order in an Amount Not to Exceed \$100,000.**

5. **Consider Action to Approve the Purchase of Two (2) Cardiac Monitors from Stryker Corporation Through BuyBoard and Authorize the City Manager to Execute the Purchase Order in an Amount Not to Exceed \$88,297.66.**
6. **Consider Action on a Resolution Approving a Contract for Services Between the Town of Addison and Solid IT Networks, Inc. for the Installation of Wireless Equipment, Management Software, Related Warranties and Technical Support; and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$131,256.12.**
7. **Consider Action on a Resolution Approving a License Agreement Between the Town of Addison and Dallas Area Rapid Transit (DART) for the Construction, Installation, Maintenance, and Operation of a Waterline Along Midway Road; Approving the Abandonment of an Existing Waterline and Sanitary Sewer Line; and Authorizing the City Manager to Execute the Agreement.**
8. **Consider Action on a Resolution Adopting the 2021 Legislative Priorities for the Town of Addison, Texas.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion. Council Member Willesen requested to remove Item 8.

MOTION: Mayor Pro Tempore Ward moved to approve Consent Agenda Items 3, 4, 5, 6, and 7 as submitted. Deputy Mayor Pro Tempore Quintanilla seconded the motion. Motion carried unanimously.

******* Consent Item 8 *******

Council Member Willesen asked whether a dollar amount should be included as a part of this Resolution. City Manager Pierson responded that this is not an expenditure agenda item. Council Member Willesen also requested some clarification regarding Exhibit A, statement “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.” as listed under the category Revenue, Finance, and Budget. Bill Hawley, Director of Administrative Services, responded that Senate Bill 2 requires that any tax increase over 3.5 percent be approved by voters. He advised this statement in the Resolution expresses support of cities having the ability to adopt budgets at the local level based on community needs. City Manager Pierson added that the Town does not want the state to further erode its ability to adopt budgets that the City Council believes serve the purposes of this community. He advised that discussions at the state level are not in favor of raising taxes but to further take that ability away from the cities or limit that ability. Council Member Hughes expressed that he does not want the state to dictate any percentage to the cities.

Council Member Willesen inquired why Addison would support transportation issues. City Manager Pierson advised that the Town would have the ability to support specific issues of the Regional Transportation Commission, the North Texas Commission, and the Texas Municipal

League in the event those organizations requested, for example, a letter of support on an issue. There would not be a financial commitment on any transportation issue based on the item listed in the Resolution.

MOTION: Council Member Willesen moved to approve Item 8 as presented. Council Member Hughes seconded the motion. Motion carried unanimously.

Resolution No. R20-104: Solid IT Networks Contract

Resolution No. R20-105: DART License Agreement Midway Road Waterline

Resolution No. R20-106: Adopt 2021 Legislative Priorities

Regular Items

9. **Present, Discuss, and Consider Action on a Resolution Approving a Contract Agreement Between the Town of Addison and Tiseo Paving Company, Inc. for Construction Services for the Midway Road Revitalization Project, and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$30,996,834.25.**

Shannon Hicks, Director of Public Works and Engineering Services, presented this item. He provided background on the Midway Road Reconstruction Project from Spring Valley Road to Keller Springs Road. Mr. Hicks discussed the Project's history, scope, funding, and timeline.

Mr. Hicks advised that the project is designed to be done in phases to minimize disruption and inconvenience for businesses and motorists. The construction project is expected to begin in January 2021 at the intersection of Belt Line and Midway Road which will take an estimated six months to complete. The overall project will take an estimated 36 months for substantial completion. Mr. Hicks reviewed the measures taken by the Town to educate and inform residents and business owners of the project. He also reviewed that 15 parcels of property needed for this project have been acquired and the remaining 10 properties are progressing through the eminent domain process. It was noted that 423 trees have been removed and only a portion of those will be replaced due to spacing.

Mr. Hicks reviewed the bidding process and advised that five bids were received on October 29, 2020. The bids were evaluated and scored on specific criteria by an Evaluation Committee. Tiseo Paving Company, Inc. received the highest score, and staff is recommending awarding the bid to Tiseo Paving Company, Inc. Two alternates included in the bid package did not result in cost savings, so they were not recommended.

Mr. Art Tiseo representing the contractor expressed his appreciation for the opportunity to build this road. He added that he is a resident of Addison.

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

Resolution No. R20-107: Tiseo Paving Company, Inc. Agreement for Midway Road Revitalization.

10. Present, Discuss, and Consider Action on a Resolution Approving an Agreement for Professional Engineering Services Between the Town of Addison and Teague Nall and Perkins, Inc. for Design Support During Construction Related to the Midway Road Revitalization Project and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed \$882,401.

Shannon Hicks, Director of Public Works and Engineering Services, presented this item. He explained this item is for design support during the Midway Road Revitalization Project. He advised that the Scope of Work includes meeting attendance and preparation; review of requests for information; review and acceptance of submittals; change order/field order reviews; landscape and irrigation reviews; traffic signalization reviews; other reviews and assistance; preparation of record drawings; and additional services as requested by the Town.

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

Resolution No. R20-108: Engineering Services Agreement with Teague Nall and Perkins, Inc. for Design Support Related to the Midway Road Revitalization

11. Present, Discuss, and Consider Action on a Resolution Approving an Agreement for Professional Engineering Services Between the Town of Addison and Kleinfelder, Inc. to Perform Materials Testing Services as Quality Assurance for the Materials Utilized in the Construction of the Midway Road Revitalization Project and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$225,289.00.

Shannon Hicks, Director of Public Works and Engineering Services, presented this item. He advised this item is for materials testing services for the Midway Road Revitalization Project. The Scope of Work includes soils identification; compaction and control testing; aggregate and concrete testing; asphalt testing; coring services; structural steel and drilled shaft inspections; and special services as requested by the Town. Such a contract will ensure the construction meets the Town's specifications.

Mr. Hicks advised that Kleinfelder, Inc. is on the Town's pre-qualified list of contractors for engineering services.

MOTION: Deputy Mayor Pro Tempore Quintanilla moved to approve as presented. Mayor Pro Tempore Ward seconded the motion. Motion passed unanimously.

Resolution No. R20-109: Engineering Services Agreement Kleinfelder, Inc. for Materials Testing Related to the Midway Road Revitalization

12. Present, Discuss and Consider Action on a Resolution Appointing Three (3) Members to Serve on the Board of Zoning Adjustment for Two-Year Terms Commencing January 1, 2021 and Providing an Effective Date.

** * * Note: This item was addressed following Item 13 * * **

City Secretary Irma Parker advised that an updated list of applicants was sent to Council this afternoon. Council Member Willesen re-appointed Lary Brown to Place 1 for his second two-year term. Ms. Gilchrist-Ploss in Place 2 did not seek re-appointment. Mayor Pro-Tempore Quintanilla appointed Darren Gardner to Place 2 for his first two-year term of office. Ms. Denise Fansler who held Place #3 was appointed to the Planning & Zoning Commission in previous action and cannot serve in both Commissions. Council Member Walden appointed Jimmy Niemann to Place 3 for his first two-year appointment to the Board of Zoning Adjustment. The 2021 Appointments are as follows:

Place #	First Name	Last Name	Appt. Date	Effective Date	Expiration	Appt #	Appointed By
1	Lary	Brown	12/8/2020	1/1/2021	12/31/2022	2	Council Member Willesen
2	Darren	Gardner	12/8/2020	1/1/2021	12/31/2022	1	Deputy Mayor Pro-Tempore Quintanilla
3	Jimmy	Niemann	12/8/2020	1/1/2021	12/31/2022	1	Council Member Walden

Councilmembers voiced their appreciation to outgoing members of the Board of Zoning Adjustment for their past service.

MOTION: Council Member Willesen moved to approve the nominations as presented. Deputy Mayor Pro Tempore Quintanilla seconded the motion. Motion passed unanimously.

Resolution No. R20-111: Board of Zoning Adjustment Appointments 2021-2022

13. Present, Discuss and Consider Action on a Resolution Appointing Three (3) Members to Serve on the Planning & Zoning Commission for Two-Year Terms Commencing January 1, 2021 and Providing an Effect Date.

** * * Note: Item 13 was addressed prior to Item 12 * * **

City Secretary Irma Parker advised that an updated list of applicants was sent to Council this afternoon. She added that she was able to confirm voter registration for all applicants except one which is a new requirement adopted at the November Charter Amendment Election.

Council Member Willesen nominated Denise Fansler to her first two-year term to Place 1. Deputy Mayor Pro Tempore Quintanilla nominated Nancy Craig to Place 2 for her first full-term in compliance with Section 2-310 of the Code of Ordinances. In 2019, Ms. Craig was appointed to serve an unexpired term of 12 months or less effective January 1, 2020. Council Member Walden nominated John Meleky to Place 3 for his third and final consecutive two-year term of office. The 2021 Appointments are as follows:

Place #	First Name	Last Name	Appt. Date	Effective Date	Termination Date	Appt #	Appt. By:
1	Denise	Fansler	12/8/2020	1/1/2021	12/31/2022	1	Council Member Willesen
2	Nancy	Craig	12/8/2020	1/1/2021	12/31/2022	1	Deputy Mayor Pro-Tempore Quintanilla
3	John	Meleky	12/8/2020	1/1/2021	12/31/2022	3	Council Member Walden

Councilmembers voiced their appreciation to outgoing members of the Planning and Zoning Commission for their past service.

MOTION: Council Member Willesen moved to approve the nominations as presented. Council Member Walden seconded the motion. Motion passed unanimously.

Resolution No. R20-110: Planning and Zoning Commission Appointments 2021-2022

14. Present, Discuss and Consider Action on a Resolution Appointing Individuals to Serve on the Community Partner Bureau for Three-Year Terms Commencing January 1, 2021 and Providing an Effective Date.

Bill Hawley, Director of Administrative Services, presented this item. He advised that Metrocrest Services, The Family Place, Dallas Cat Lady, and Metrocare Services will be without a Community Partner Bureau Member beginning January 1, 2021. The current policy provides for 3-year terms and does not allow for reappointments. He added that staff plans to bring a discussion to the Council in January regarding amendments this policy.

Council Member Willesen inquired whether these appointments are time-sensitive or could they be delayed allowing for reopening the application acceptance period to have time to revisit the policy. City Manager Pierson advised that the appointments could be delayed.

MOTION: Council Member Willesen moved to table this item. Council Member Hughes seconded the motion. Motion passed unanimously.

* * * *Note: Resume Executive Session* * * *

Closed (Executive) Session of the Addison City Council pursuant to: Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- City Manager's Annual Evaluation

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 8:23 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 11:37 p.m. No action was taken as a result of Executive Session.

Adjourn Meeting

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

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Council Meeting

5.

Meeting Date: 01/12/2021

Department: Infrastructure- Development Services

Pillars: Gold Standard in Public Safety

Milestones: Implement the Asset Management Plan

AGENDA CAPTION:

Consider Action on a **Resolution Approving an Agreement Between the Town of Addison and Criado and Associates, Inc. for Professional Engineering Services Related to the Rawhide Creek Drainage Basin - Problem Area No. 7 Drainage Improvements Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$343,591.

BACKGROUND:

The Storm Drainage System Assessment and Capital Improvement Program prepared for the Town of Addison by Halff Associates in August 2017 identified improvements that are needed in the Rawhide Creek Drainage Basin.

Criado and Associates, Inc. (Criado) was qualified through a Request for Qualifications process in 2017 to perform design, project management, and construction management related services for the Town. Criado was selected to perform the design work for the Rawhide Creek Drainage Basin Improvements due to their experience with previous drainage projects and familiarity with the Town's standards and specifications.

This project includes the design of drainage improvements along the residential streets of Waterside Court, Waterford Drive, Les Lacs Avenue, Beau Park Lane, and Brookwood Lane. The drainage improvements will follow the trail south from Brookwood Lane and run west along the linear park connecting to the existing storm drain system at Marsh Lane (see recommended plan exhibit attached below).

Criado will provide the following services under this agreement:

1. Survey of the project area
2. Geotechnical investigation
3. Sub-surface utility location to determine the extent of existing utilities in the area
4. Design of the storm drain improvements
5. Bidding phase services

6. Design support during construction such as review of shop drawings and Requests for Information

Design for this project is anticipated to take 10 months to complete. Construction is anticipated to begin in early 2022. This project is budgeted in the Storm Water Capital Projects Fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Agreement with Criado and Associates for Rawhide Creek Basin Area #7

Exhibit - Recommended Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND CRIADO AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE RAWHIDE CREEK BASIN – PROBLEM AREA NO. 7 DRAINAGE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$343,591.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Agreement for Professional Engineering Services between the Town of Addison and **Criado and Associates, Inc.**, for professional engineering services related to the **Rawhide Creek Basin – Problem Area No. 7 Drainage Improvements** Project in an amount not to exceed \$343,591.00, 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 **12th** day of **JANUARY 2021**.

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
CRIADO AND 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
 16801 Westgrove Drive
 Addison, Texas 75001
 Telephone: (972) 450-7001

and the Consultant: Criado and Associates, Inc.
 4100 Spring Valley Road, Suite 1001
 Dallas, Texas 75244
 Telephone: (972) 392-9092

for the following Project: RAWHIDE CREEK BASIN – PROBLEM AREA NO.7
 DRAINAGE IMPROVEMENTS

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 **Criado & Associates, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, engineering design, survey, and geotechnical services for the drainage improvements needed along the residential streets of Waterside Court, Waterford Drive, Les Lacs Avenue, Beaupark Lane, and Brookwood Lane as well as the trail section that begins at Brookwood Lane and continues parallel to Brookwood Lane through the linear park connecting at Marsh Lane within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

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Addison/USA, Inc.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
- 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison 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 receipt of written Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

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Addison/USA, Inc.

Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit "A"**.

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B."

ARTICLE 2 THE TOWN'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Type of Payment Basis not to exceed **Three Hundred and Forty Three Thousand Five Hundred and Ninety One and 00/100 Dollars (\$343,591.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B." The total estimated compensation for Engineer's services included in the breakdown by tasks as noted in Exhibit "B" incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Subconsultants' charges. Engineer may alter

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

Page 3

Addison/USA, Inc.

the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Town.

- 3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted by the Town. All final work and design shall be performed in accordance with guidelines established by the Town of Addison Public Works and Engineering Department. Completion of the Record Documents and/or “As-Built” documents, if any, shall be included in the Consultant’s Fee and considered to be within the Scope of Services defined under this Agreement.
- 3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the “Contractor”) and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant’s Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to Town.

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

Page 4

Addison/USA, Inc.

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

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

Personnel Hourly Rates

Labor Category	Hourly Rate
Principal	\$ 300.00
Senior Project Manager	\$ 230.00
Project Engineer	\$ 145.00
Engineer in Training	\$ 115.00
Senior Engineering/CADD Tech	\$ 115.00
Survey Technician	\$ 120.00
RPLS	\$ 160.00
2-Man Field Crew	\$ 170.00
SUE Field Manager	\$ 115.00
SUE Tech II	\$ 90.00
Clerical	\$ 90.00

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

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- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be

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authorized by written change order duly executed by both parties before the services are performed.

- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

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

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of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

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Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

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AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

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

If the Agreement is required to go to the Town 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 material default and/or material 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 after notice and reasonable opportunity to cure has been offered to Consultant. If Town terminates this Agreement and Consultant

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is not in material default of the Agreement, Consultant shall be entitled to compensation for any and all work completed according to the industry standard of care, and to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

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

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

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

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

ARTICLE 10

INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS

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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 and Engineering Services
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

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

**Criado & Associates, Inc.
Cristina Criado, President and CEO
4100 Spring Valley Road, Suite 1001
Dallas, Texas, 75244**

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

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

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement, if applicable:

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.

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- 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.

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- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott – Israel** – Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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


Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Criado and Associates, Inc.

By:  _____
Cristina Criado, President and CEO

Date: 12/03/2020

**Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin –
Problem Area No.7 Drainage Improvements)**

Addison/ USA, Inc.

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STATE OF TEXAS

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§

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 Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Cristina Criado, PE, 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 3 day of _____
December, 2020.

Samantha Chaney

Notary Public In and For the State of Texas
My commission expires: 11/28/2021



Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Criado & Associates, Inc. (Consultant)
to perform Professional Engineering Services for
RAWHIDE CREEK BASIN – PROBLEM AREA NO.7 DRAINAGE
IMPROVEMENTS

BASIC DESIGN SERVICES

0.0 GENERAL

0.1 Project Description

The project will provide for the drainage improvements needed along the residential streets of Waterside Court, Waterford Drive, Les Lacs Avenue, Beaupark Lane, and Brookwood Lane as well as the trail section that begins at Brookwood Lane and continues parallel to Brookwood Lane through the linear park connecting at Marsh Lane as identified in the Stormwater System Assessment and Capital Improvement Program prepared for the Town of Addison by Halff Associates in August 2017 (**See Figure 1 - Recommended Plan (Problem Area No. 7) for Rawhide Creek Basin**). The drainage improvements consist of capturing storm runoff along Waterside Court and Waterford Drive at the respective low-point curb inlets and running proposed underground storm drain pipes towards the intersection at Les Lacs Avenue. Drainage improvements along Les Lacs Avenue run from Waterside Court to Beau Park Lane. Along Beau Park Lane, drainage improvements will consist of adding a parallel underground storm drain pipe to increase pipe capacity of the existing undersized underground storm system that runs along Beau Park Lane from Les Lacs Avenue to Brookwood Lane and continues south along the existing trail at Brookwood Lane. The drainage improvements will follow the trail south from Brookwood Lane and run west along the linear park connecting to the existing storm drain system at Marsh Lane. Per the Stormwater System Assessment and Capital Improvement Program prepared for the Town of Addison by Halff Associates, a small underground detention area is necessary to detain the peak flooding event to mitigate for downstream impacts to Farmers Branch Creek. Town of Addison shall provide the directive as to the modeling and design parameters of the detention system. The drainage improvements include the construction of a berm along the banks of Les Lacs Pond at Waterside Court to eliminate the spill and reduce flooding in

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Waterside Court.

All work will be performed within the existing public right-of-way and drainage easements. Plans will be prepared using conventional ground topographic surveying tied to the Town of Addison Geodetic Control Network to produce 1"=20' scale 22"X34" construction documents.

0.2 Project Phasing

This project shall be divided into seven phases:

- Survey, Level B SUE, and Geotechnical Engineering Data Report
- Schematic Design Phase
- Preliminary Design Phase
- Pre-Final Design Phase
- Final Design Phase
- Bid Phase Services
- Design Support During Construction

0.3 Design Standards

Design and preparation of construction drawings and technical specifications required for the project shall be in accordance with the most recent version of the following standards.

- a. Town of Addison Standard Construction Details and Design Standards
- b. NCTCOG Construction Specifications and Details
- c. AASHTO Design Criteria
- d. TDLR Architectural Barriers Act / Texas Accessibility Standards
- e. TxDOT Design and Construction Standards

1.0 SCHEMATIC DESIGN (30% PS&E)

1.1 Data Collection

Obtain and review available reports, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other features within the project area from the Town of Addison. Contact private utilities along the project for information on existing and proposed facilities.

1.2 Project Kick-Off Meeting

Meet with the Town of Addison staff to review and discuss the primary design criteria, operational concerns, and other preliminary data. Prepare a record of the preliminary design meeting and distribute it to all attendees.

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements)

1.3 Schematic Design (30% PS&E)

- a. Establish alignment of proposed drainage improvements and right-of-way limits, pipe sizing, and limits of proposed drainage improvements, roadway and trail reconstruction, and other paving & drainage improvements.
- b. Contract with a Geotechnical Engineering Firm to begin geotechnical engineering and soil borings.
- c. Determine if any additional easements and/or Right-of-way are necessary for drainage considerations.

1.4 Quantities and Engineer's Estimate of Probable Construction Cost

Prepare quantities and a preliminary Engineer's Estimate of Probable Construction Cost.

1.5 Schematic Submittal

Submit three (3) sets of schematic roll plots and digital PDF to the Town for review.

1.6 Town Review Meeting

Meet with the Town of Addison to discuss schematic plans, preliminary drainage design, and general approach to construction phasing, and traffic control.

1.7 Public Meeting

Assist the Town in conducting one public neighborhood meeting thru preparation of a project exhibit showing proposed drainage improvements. Attend public meeting to be organized and presented by the Town of Addison, if required.

2.0 PRELIMINARY DESIGN (60% PS&E)

2.1 Preliminary Design

Revise schematic plans incorporating comments received from the Town and proceed with the development of Preliminary Design plans; including preparation of the following sheets at the engineering scale indicated:

- a. Cover and Index sheet
- b. Summary of Quantity sheet
- c. General Notes sheets
- d. Project Control / ROW Map sheets. Scale 1" = 40'.
- e. Removal Plan sheets. Scale 1" = 20'.
- f. Construction Phasing and Traffic Control Narrative. Scale 1" = 40'.

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- g. Paving Plan sheets for street reconstruction. Scale 1" = 20'.
- h. Grading Plan sheets (Berm Area Only). Scale 1" = 20'
- i. Drainage Area Map. Scale 1" = 80'.
- j. Drainage Calculation sheets.
- k. Storm Sewer Plan & Profile sheets. Scale 1" = 20' vertical and 1" = 4' horizontal.
- l. Erosion Control Plan sheets. Scale 1" = 20'.
- m. Construction Detail sheets.

2.2 Utility Coordination

Work with affected utilities such as water, gas, telephone, cable TV, and electric to obtain accurate information for horizontal and vertical data for their facilities. Distribute the plans to local utility companies to obtain information regarding impacts to their facilities.

2.3 Quantities and Engineer's Estimate of Probable Construction Cost

Prepare quantities and a preliminary Engineer's Estimate of Probable Construction Cost.

2.4 Specifications

Prepare an outline of specifications for the proposed improvements using the North Central Texas Council of Governments Specifications for Public Works Construction, Texas Department of Transportation, Town of Addison standards, and other applicable standard specifications.

2.5 Preliminary Submittal

Submit three (3) sets of half size 11"x17" preliminary plans, digital PDF, outline of specifications, and preliminary estimates to the Town for review.

2.6 Town Review Meeting

Meet with the Town to discuss preliminary plans, outline of specifications, estimates, and drainage requirements.

3.0 PRE-FINAL DESIGN (95% PS&E)

3.1 Pre-Final Design

Revise preliminary plans incorporating comments received from the Town. Incorporate comments from utility companies. Prepare pre-final plans for the proposed drainage improvements, including paving plans (plan view only), details, notes and related information required for bidding.

3.2 Pre-Final Quantities and Engineer's Estimate of Probable Construction Cost

Prepare a pre-final estimate of construction quantities and develop pre-final Engineer's Estimate of Probable Construction Cost.

3.3 Specifications

Revise the outline of specifications and prepare the contract documents and standard specifications including technical special provisions incorporating comments received from the Town. Prepare pre-final technical special provisions and additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, Texas Department of Transportation, Town of Addison standards, and other applicable standard specifications.

3.4 Pre-Final Submittal

Submit three (3) sets of half size 11"x17" pre-final plans, digital PDF, pre-final contract documents, and bid proposal forms prepared by the Engineer to the Town.

3.5 Town Review Meeting

Meet with the Town to discuss pre-final plans, specifications, and Engineer's Estimate of Probable Construction Cost.

4.0 FINAL DESIGN (100% PS&E)

4.1 Final Design

Revise pre-final plans incorporating comments received from the Town. Incorporate comments from utility companies. Prepare final plans for the proposed drainage improvements, including paving plans, details, notes and related information required for bidding.

4.2 Final Quantities and Engineer's Estimate of Probable Construction Cost

Prepare a final estimate of construction quantities and develop final Engineer's Estimate of Probable Construction Cost.

4.3 Specifications

Finalize the technical special provisions. Prepare additional technical specifications, if necessary, for the proposed improvements to supplement the North Central Texas Council of Governments Specifications for Public Works Construction, Texas Department of Transportation, Town of Addison standards, and other applicable standard specifications.

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4.4 Final Submittal

Submit three (3) sets of half size 11"x17" final plans, digital PDF, contract documents, and bid proposal forms prepared by the Engineer to the Town.

4.5 Town Review Meeting

Meet with the Town to discuss final plans, specifications, and Engineer's Estimate of Probable Construction Cost.

4.6 Contract Bid Documents

Assist the Town in preparing final bid documents using existing Town of Addison standard documents as directed by the Town staff. Bid documents shall include bid proposal forms, construction plans, specifications, and other documents required by the Town of Addison.

SPECIAL SERVICES

5.0 TOPOGRAPHIC SURVEY FOR DESIGN

5.1 Project Control

Criado shall establish project control along the length of the project and shall include the following:

- Control monuments will be set no greater than 600-feet apart.
- Where appropriate the following control points will be set:
 - 5/8-inch capped iron rod, 18-inches in length set in concrete.
 - Mag Nails set in asphalt.
 - 'X' cut in concrete.
- The horizontal data shall be established using GPS.
- The vertical data shall be established by a differential level loop, with elevations based on the Town of Addison's TxDOT Survey Control Monuments.

5.2 Topographical Survey

Criado proposes to provide topographical survey data from right-of-way to right-of-way in the areas depicted in green in the aerial exhibit (**Figure 2 – Topographic Survey & Subsurface Utility Engineering Limits**) attached herewith and shall include the following, where existing:

- Natural ground shots on a 50-foot grid.
- Ties to curb at the back of curb, flowline of gutter, edge of asphalt and the crown of the road.

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- Ties to the edges of driveway, centerline of driveway.
- Ties to fences, walls and retaining walls.
- Ties to trees, 6-inches or greater in caliper diameter measured at breast height (4.5-feet above ground), providing the common tree name (Note: Criado field crews are not certified arborists and cannot guarantee that trees are correctly identified).
- All mailboxes, street signs and traffic control signs and or devices.
- Ties to all above ground visible utilities.
- Ties to all signs indicating the location of an underground utility.
- Ties to all paint marks and flags provided by Texas811 indicating the horizontal location of an underground utility.
- Ties to all storm drain curb inlets, providing the width of the throat and depth of inlet, storm drain drop inlets, slotted drains, and manholes, providing a shot on the center of the manhole rim and flowline at the center of the manhole, approximate pipe sizes and direction of flow.
- Ties to all wastewater manholes, providing a shot on the center of the manhole rim and flowline at the center of the manhole, approximate pipe sizes and direction of flow.
- Ties to all waterline appurtenances, including but not limited to fire hydrants, water meters, water valves, air release valves, blow off valves, irrigation control valves, etc.
- **Deliverables**
 - 1) A 2d CADD file in MicroStation V8i
 - 2) A 3d CADD file in MicroStation V8i
 - 3) A .csv file containing all points tied.
 - 4) A file in MicroStation V8i containing lines depicting the boundary of the properties within the project limits and property ownership information based on Dallas Appraisal District records.

6.0 BID PHASE SERVICES

6.1 Advertising and Pre-bid Meeting

Assist Town staff in advertising for bids. Coordinate agenda, sign in sheet, attend pre-bid meeting coordinated by the Town, and provide minutes.

6.2 Plan Distribution

Furnish plans and specifications to the Town for bid purposes. Cost for these to be repaid by non-refundable deposit from plan holders

6.3 Addenda

Prepare and distribute addendum required to modify the requirements of the project during bidding, respond to requests for clarification, and issue instructions to bidders as directed by the Town of Addison.

6.4 Receive Bids – Not in Contract

6.5 Bid Tabulation

Town of Addison Purchasing Department to receive bids; one copy for the Town and one copy for CRIADO, to be provided via email. Prepare a tabulation of bids for the project and verify the bid amounts. Evaluate bidders using Town of Addison’s scoring system, including obtaining information on past work history and physical resources.

6.6 Recommendation for Award

Prepare a recommendation for award of contract or other action and notify bidders of the action taken by the Town of Addison.

6.7 Prepare Final Plans and Specifications (Conformance Set)

A final specification and contract book will be prepared incorporating the contractors executed contract documents and unit bid prices

7.0 DESIGN SUPPORT DURING CONSTRUCTION (HOURLY SERVICES)

These services are intended to assist the Town in administering the contract for construction and assisting the Town in responding to the events that occur during construction as directed by the Town of Addison project manager. CRIADO shall perform these services at the hourly rates shown in Exhibit B and will stop work at the point in time when the maximum fee has been reached. If additional services are needed beyond that time, an additionally fee will be awarded as mutually agreed upon in writing by both parties.

7.1 Pre-construction Meeting

Prepare one (1) pre-construction meeting agenda, attend the pre-construction meeting with the selected contractor, prepare a record of the meeting, and distribute it to all attendees. Prepare

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and provide four (4) conformance sets and two (2) original sets of the final plans and specifications.

7.2 Site Visits

Complete site visits as needed for the duration of the project construction as directed by the Town of Addison.

7.3 Shop Drawing, Submittal Reviews, and Change Orders

Review shop drawings, submittals, substitutions, change orders, and other documents provided by the contractor to determine compliance with the contract requirements, design intent, and change of quantities and cost. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of all submittals and responses. Routine shop drawings and submittals generally will be reviewed and returned within seven (7) working days. Critical path items shall be reviewed and returned sooner.

7.4 Pay App Reviews and Approvals

Review Pay Apps provided by the contractor and approvals provided by the Town of Addison Inspector to determine compliance with the contract requirements, design intent, list of items, contract unit prices specified, and work completed, as verified by the Town Inspector. Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of all submittals and responses. Routine Pay Apps and Approvals generally will be reviewed and returned within seven (7) working days.

7.5 Request for Information

Respond to Request for Information received from the Contractor.

7.6 Final Walk Through and Punch List Preparation

Assist the Town of Addison in conducting a final inspection of the completed construction. Prepare a record of observations, substantial & final completion letter, and items requiring correction by the contractor prior to the contractor's final payment.

7.7 Prepare Record Drawings

Utilizing Contractor construction record information, prepare record drawings (with "record drawing" stamp) and provide an electronic copy containing Record Drawing in digital format (PDF and CAD). No survey verification of as-built conditions is included in this scope.

8.0 TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR) SUBMITTAL

Submit final plans and specifications to TDLR for all pedestrian improvements where the total value of construction cost is in excess of \$50,000. Town to coordinate final TDLR call for inspection of constructed improvements. Associated TDLR review and inspection fees have been included in the fee schedule.

9.0 SUBSURFACE UTILITY ENGINEERING (SUE)

The Subsurface Utility Engineering Department (SUE) of CRIADO proposes to perform utility investigation including utility research, coordination, and field investigation, in preparation of Base Utility Map of Project Area depicted in green in the aerial exhibit (**Figure 2 – Topographic Survey & Subsurface Utility Engineering Limits**) attached herewith. Quality Level B investigation will only be performed in advance of described Quality Level A Locations and upon request at site critical crossings of proposed development.

9.1 Quality Level-D (QL-D) - Existing utilities are plotted from review of available existing records.

Quality Level-C (QL-C) - Surface Visible Feature Survey correlating QL-D information and existing surface features.

Quality Level-B (QL-B) - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B Deliverable (Horizontal alignment). Only Non-toneable facilities will be designated to QL-B criteria. Non-ferrous metals, PVC pipe or facilities without identifiable tracer wire cannot be located. Service connections shall not be included.

9.2 Quality Level-A (QL-A) (Test Holes) – Excavate by non-destructive means existing utilities establishing a confirmed vertical & horizontal location to be surveyed and visually depicted via Test Hole Data Sheet (Vertical alignment). QL-A Locates will be performed in accordance with CI/ASCE 38-02 to Quality Level “A” as described below:

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- Notify, Town of Addison, Texas 811, and all other agencies of the project and coordinate with franchise utilities and representatives of gas pipeline companies in the project area.
- Coordinate permitting and any Traffic Control with Local and state agencies for collecting SUE data.
- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.
- Provide paving thickness and type, where applicable.
- Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
- Survey each SUE location and provide N&E locations tied to the topographic survey controls.

9.3 CCTV Inspection - Visual Inspection and condition of existing facility within the proposed project limits in the areas depicted in red in the aerial exhibit (**Figure 2 – Topographic Survey & Subsurface Utility Engineering Limits**) attached herewith and shall include the following. Includes Horizontal designation of 42" RCP and upstream & downstream access locations.

- **Deliverables**
 - 1) Existing Utility Layout of all facilities (submitted via electronic file)
 - 2) Test Hole Locations will be "pinned" in the field and identifiable for field inspection.
 - 3) Signed & Sealed Test Hole Data Sheets of each test hole performed on the project.
 - 4) Existing Utility Layout submitted via electronic file

10.0 GEOTECHNICAL SERVICES

Services to be provided by sub-consultant (Kleinfelder).

10.1 The proposed scope of services is presented below. Geologically, the site is underlain by the Austin Chalk formation. The Austin chalk formation typically consists of moderate to high plasticity residual clay and calcareous clay soil, underlain by weathered and unweathered limestone.

10.1.1 Field Exploration

- Coordinate field activities with the Town of Addison personnel;

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- Our scope of services assumes that the borings will be staked using Kleinfelder personnel. Staked locations will be recorded in the field by Kleinfelder using a hand-held GPS device, with a horizontal accuracy of approximately 15 feet;
- Contact appropriate local agencies to locate buried utilities within existing easements and rights-of-way;
- Mobilize a truck-mounted drilling rig to drill 14 borings, each to a maximum depth of approximately 25 feet below the existing ground surface;
- Sample the subsurface materials at 2 foot intervals in the upper 10 feet, and then every 5 to 10 feet thereafter. Samples will be collected using either a seamless tube sampler or a split spoon sampler in conjunction with the standard penetration test (SPT);
- Evaluate rock and rock-like materials, if present, in-place using the TxDOT cone penetration test;
- Observe for groundwater seepage during drilling and at completion of drilling; and
- Backfill boreholes with soil and rock cuttings.

The borings will be logged in the field by a Kleinfelder professional. The Kleinfelder professional will also supervise field access and drilling operations.

10.1.2 Laboratory Testing - Select laboratory testing will be conducted on representative samples obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:

- Atterberg limits (liquid and plastic limits)
- Percent passing No. 200 sieve
- In-situ dry unit weight and moisture content
- Unconfined compressive strength of soil

Kleinfelder will retain the soil and rock samples for 30 days after submission of the final report. Further storage or transfer of the samples can be made at owner expense upon written request.

10.1.3 Data Report - An evaluation of the field and laboratory data will be performed for the project, based on available project concepts. Information to be provided in the data report includes the following items.

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- Plan of the borings to scale illustrating the approximate location of the borings.
- A log of each of the borings indicating the boring number, depth of each stratum, soil classification and description, and groundwater information
- Description of the field exploration and laboratory testing
- Discussion of subsurface soil and groundwater conditions as encountered
- General discussion of the site geology
- One electronic copy of the report.

10.2 Assumptions

- Town of Addison will indicate a point of contact at the site that can relay safety procedures, and grant site access/escort;
- Town of Addison will obtain rights-of-entry, permits, easements, landowner permission, or other access authorization required to perform the services described in this proposal.

11.0 REIMBURSABLES

Reimbursable expenses include expenses directly related to the project such as (but are not limited to): filing fees; permit fees; review fees; postage; courier service; parking fees; mileage to and from job site or meetings; surveying equipment (such as GPS receivers and Robotic Total Stations) and printing and reprographics for submittals to Town or other municipalities/agencies, for construction plans, for cost estimates, and for specifications and/or bidding. Reimbursable expenses shall be invoiced on a monthly basis, separately from the lump sum fees, and will be billed at 1.1 times actual cost.

12.0 EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and none others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Computer modeling and routing of wastewater flows.
- Title searches.
- Right-of-way Parcel / Easement Preparation.
- Fees for permits and advertising.

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- Traffic engineering report or studies.
- Floodplain reclamation plans.
- Construction Inspection Services.
- Designs for trench safety.
- Retaining walls, etc., not included in proposal.
- Revisions to plans as a result of revisions after completion of original final design (unless to correct error on plans).
- Consulting services by others not included in proposal.
- Quality control and testing services during construction.
- Prints furnished after acceptance of the required sets for construction in accordance with this Agreement.
- Environmental Services / Archeological Research.
- Prepare to serve or serve as an expert witness on behalf of the Town in connection with any public hearings or legal proceedings.
- Review the Contractor's monthly progress reports and provide review comments to the Town of Addison.
- This project includes the design of on-site facilities only. Design of any off-site road, utility or drainage facility extensions which may be required to serve the project is not included in the engineer's scope.
- Street lighting and electrical design and layout.
- Hydraulic or Hydrologic Studies to be provided by the Town.
- Water and Wastewater relocation design.
- Grading and Paving Profiles.
- Landscape and Irrigation Design
- TV Inspection of existing storm sewer or wastewater system unless otherwise noted.

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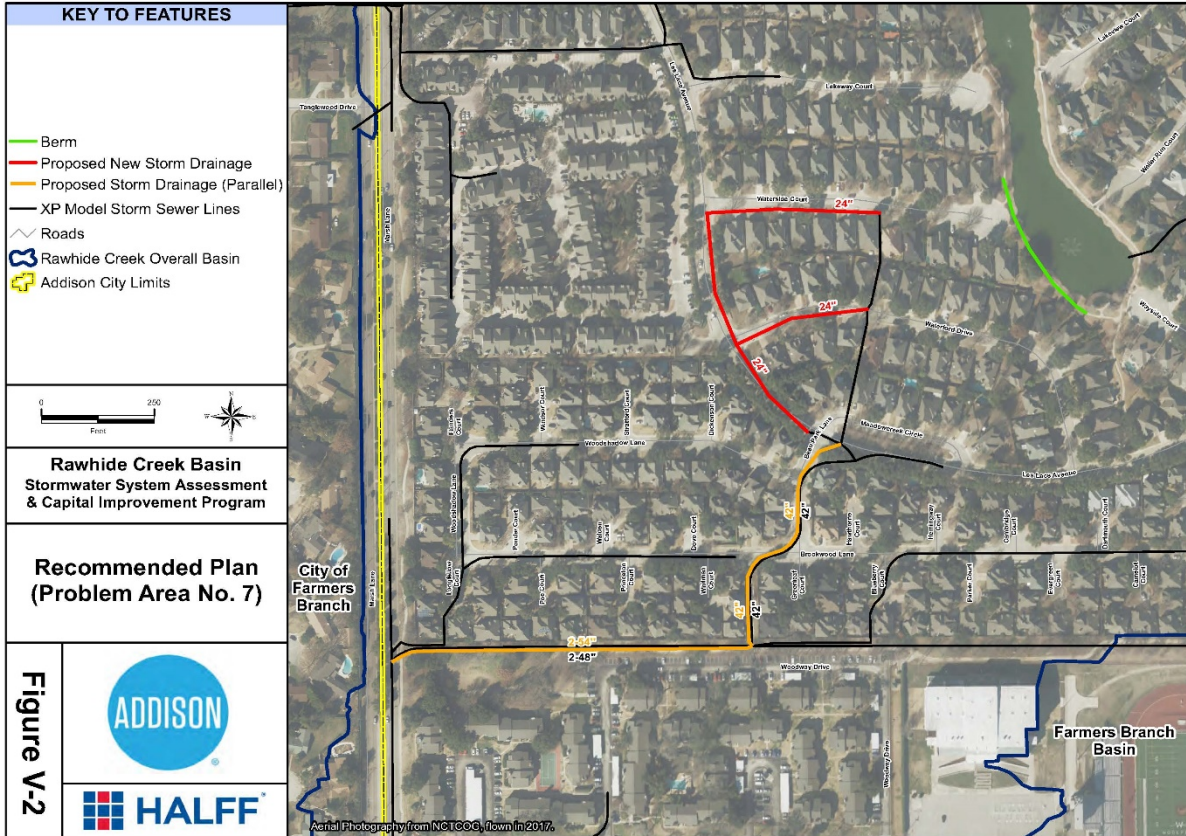
- Right-Of-Way Determination or Acquisition Services.
- Right-Of-Entry letters.
- Storm Water Pollution Prevention Plan (SWPPP).
- The following GEOTECHNICAL services are not included in the Scope of Services and will be considered as Additional Services, if and when they are required or requested:
 - The services of specialty sub-consultants or other special outside services other than those described in the above Scope.
 - Costs, including equipment replacement, associated with decontamination of personnel/equipment as a result of encountering hazardous/toxic materials at site.
 - Corrosion engineering.
 - Client meetings.
 - Private utility locator.
 - Additional report copies or submittals; report revisions after final submission, or report revisions resulting from changed regulations or design.
 - Additional or increased insurance coverage (if applicable) other than described in the Services Agreement.
 - Coordination with regulatory agencies other than described in the above Scope.
 - Sales or use taxes imposed and due on the professional services described in the above Scope after the date of this proposal.
 - Any other services not specifically included in the above Scope.

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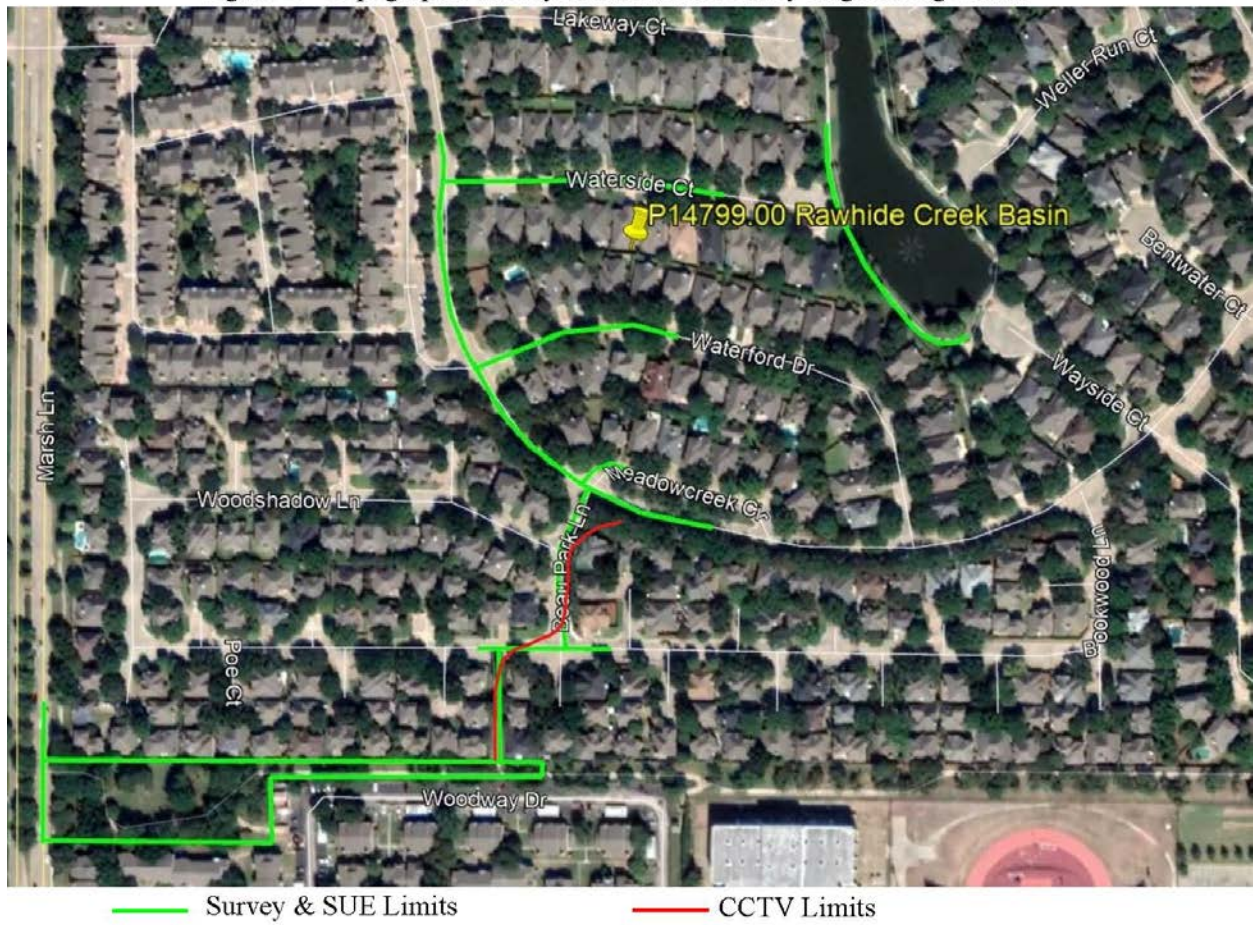
Figure 1 – Recommended Plan (Problem Area No. 7) for Rawhide Creek Basin



V-5

Figure 2 – Topographic Survey & Subsurface Utility Engineering Limits

CRIADO



**PROJECT SCHEDULE
TOWN OF ADDISON
RAWHIDE CREEK BASIN PROBLEM AREA NO. 7 DRAINAGE IMPROVEMENTS**



ID	Task Name	Start	Finish	Duration	
0	Rawhide Creek Basin Problem Area No. 7 Drainage Improvements - Town of Addison	02/01/2021	02/11/2022	267 days	
1	Notice to Proceed	02/01/2021	02/01/2021	1 day	◆ 02/01
2	Topographic Survey	02/01/2021	03/15/2021	31 days	
3	Subsurface Utility Engineering	02/15/2021	03/15/2021	21 days	
4	Schematic Design and Submittal (30% PS&E)	03/01/2021	05/24/2021	61 days	
5	Town Review	05/24/2021	06/21/2021	20 days	
6	Preliminary Design and Submittal (60% PS&E)	06/21/2021	09/13/2021	61 days	
7	Town Review	09/13/2021	10/08/2021	20 days	
8	Pre-final Design and Submittal (95% PS&E)	10/08/2021	12/06/2021	41 days	
9	Town Review	12/06/2021	01/03/2022	20 days	
10	Final Design and Submittal (100% PS&E)	01/03/2022	02/11/2022	30 days	

CRIADO Pr: 14799
Date:12/02/2020

Task		Summary		Manual Task		Manual Progress	
Milestone	◆	Project Summary		Progress			

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

**Agreement by and between the Town of Addison (Town)
and Criado & Associates, Inc. (Consultant)
to Perform Design Services (Rawhide Creek Basin – Problem Area No.7 Drainage
Improvements)**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

TASK / DESCRIPTION	TOTAL FEE FOR TASK
BASIC SERVICES (TASKS 0 - 4)	
TASK 0 - PROJECT MANAGEMENT & COORDINATION	\$15,120
TASK 1 - SCHEMATIC DESIGN (30%PS&E)	\$44,006
TASK 2 - PRELIMINARY DESIGN (60%PS&E)	\$65,723
TASK 3 - PRE-FINAL DESIGN (95%PS&E)	\$66,376
TASK 4 - FINAL DESIGN (100%PS&E)	\$9,368
SUB-TOTAL - BASIC SERVICES FEE	\$200,593
SPECIAL SERVICES (TASKS 5 - 11)	
TASK 5 - TOPOGRAPHIC SURVEY FOR DESIGN	\$36,064
TASK 6 - BID PHASE SERVICES	\$12,682
TASK 7 - DESIGN SUPPORT DURING CONSTRUCTION (HOURLY SERVICES)	\$27,963
TASK 8 - TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR) SUBMITTAL	\$2,583
TASK 9 - SUBSURFACE UTILITY ENGINEERING (SUE)	
9.1 QUALITY LEVEL-D (QL-D), QUALITY LEVEL-C (QL-C), AND QUALITY LEVEL-B (QL-B)	\$17,156
9.2 QUALITY LEVEL-A (QL-A) (TEST HOLES OUTSIDE PVM T -- 0'-5' @ \$1,150/EA, 5'-8' @ \$1,580/EA // TEST HOLES INSIDE PVM T -- 0'-5' @ \$1,400/EA, 5'-8' @ \$1,800/EA // TRAFFIC CONTROL @ \$1,500/DAY)	\$23,100
9.3 CCTV INSPECTION	\$2,500
TASK 10 - GEOTECHNICAL SERVICES	\$19,950
TASK 11 - REIMBURSABLE EXPENSES	\$1,000
SUB-TOTAL - SPECIAL SERVICES FEE	\$142,998
TOTAL FEE	\$343,591

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Area No.7 Drainage Improvements)
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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
1.	Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2.	Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3.	Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

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

Professional Services Agreement – (Criado & Associates, Inc., Rawhide Creek Basin – Problem Area No.7 Drainage Improvements) Page 38
 Addison/ USA, Inc.

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, or no later than thirty (30) days, 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.

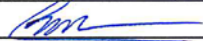
All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

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 commensurate with their scope of work. 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# Rawhide Creek Basin Problem Area No.7 Drainage Improvements
Company: Criado & Associates, Inc.
Printed Name: Cristina Criado, PE
Signature:  Date: 12/03/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Joe Bryant	
	PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: certificatedallas@risk-strategies.com	
INSURED Criado & Associates, Inc. 4100 Spring Valley Road Suite1001 Dallas TX 75244	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Co of America	25666
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Travelers Property Casualty Co of Amer	25674
	INSURER D: Travelers Casualty Ins Co of America	19046
	INSURER E: XL Specialty Insurance Company	37885
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 56269032	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6801R217646	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA1R220779	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP1R242599	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	UB1R224404	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Pollution Liability	<input checked="" type="checkbox"/>		DPR9955989	2/11/2020	2/11/2021	Per Claim/Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER	CANCELLATION
Master Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joe A. Bryant</i> Joe Bryant

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, Cristina Criado, PE, a member of Criado & Associates, Inc., make this affidavit and hereby on oath state the following:

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

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

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

Signed this 3 day of December, 2020.

Cristina Criado
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Cristina Criado, PE 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 3 day of December, 2020.

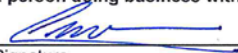


Samantha Chaney
Notary Public in and for the State of Texas
My commission expires: 11/28/2021

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person who has a business relationship with local governmental entity. Cristina Criado, PE</p>	<p>Date Received</p>
<p>2. Check this box if you are filing an update to a previously filed questionnaire. <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship. N/A <hr style="width: 50%; margin-left: auto; margin-right: auto;"/> Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>N/A</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

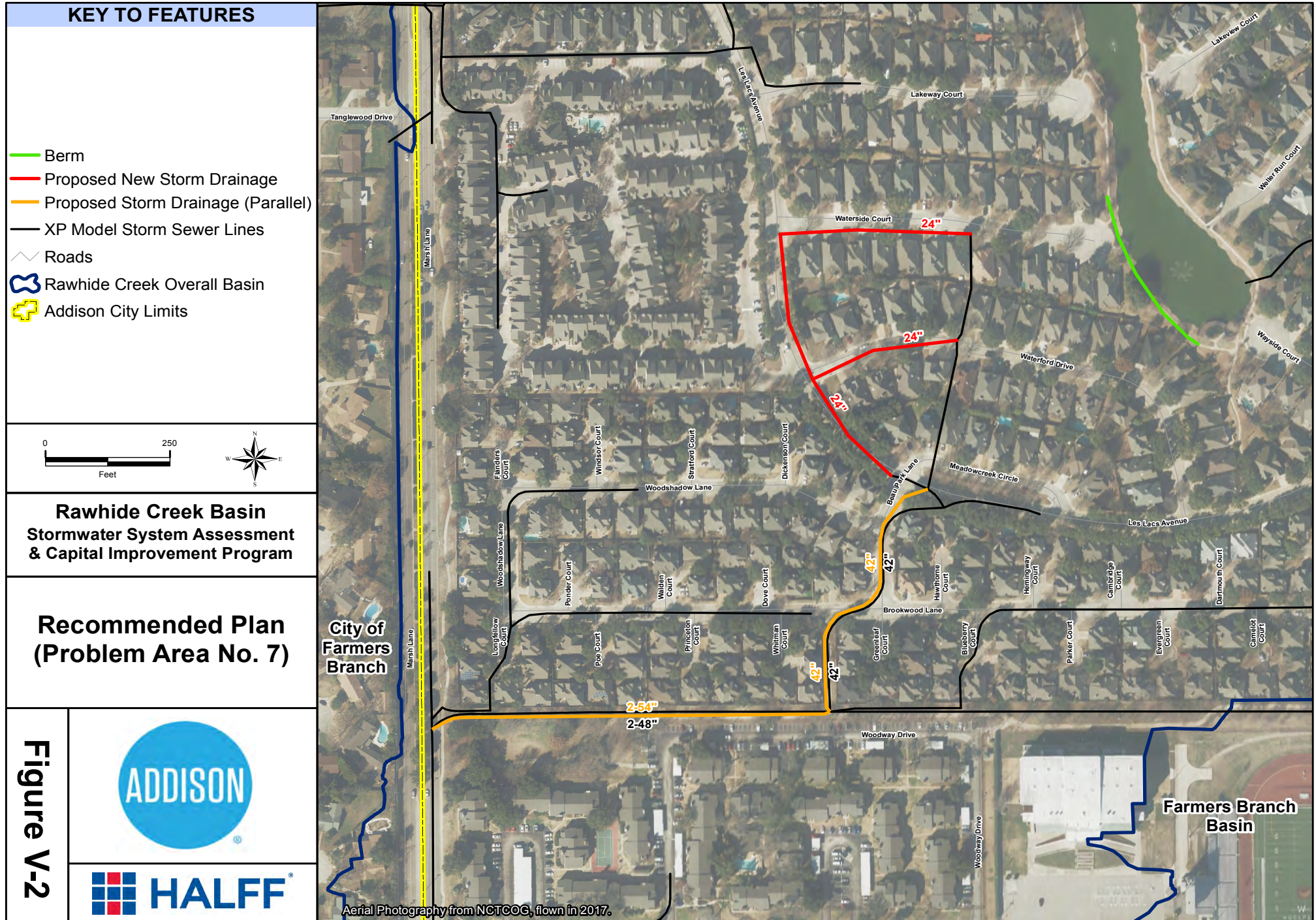
4. Signature of person doing business with the governmental entity Date:	
 _____ Signature	<u>12/03/2020</u> _____ Date

Local Government Officers Town of Addison, Texas

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

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

Figure 1 – Recommended Plan (Problem Area No. 7) for Rawhide Creek Basin



Council Meeting

6.

Meeting Date: 01/12/2021

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 on a **Resolution Approving an Agreement Between the Town of Addison and Icon Consulting Engineers, Inc. for Professional Engineering Services Related to the Bella Lane North Connector Roadway Reconstruction Project and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$53,850.

BACKGROUND:

The Bella Lane North Connector Roadway Reconstruction Project will connect Addison's existing Bella Lane roadway to the Bella Lane Extension / Alpha Road Connector Project that is being coordinated between the Town of Addison, the City of Farmers Branch, and Dallas County Community College. The project limits will begin at the end of Addison's existing concrete roadway section on the southern edge of the Bella Lane bridge and continue south approximately 477 feet.

Icon Consulting Engineers, Inc. (Icon) was selected to perform the design work for the Bella Lane North Connector Reconstruction Project because of their experience and familiarity with the project area. Icon has designed both the public and private portions of the improvements for all phases of the Vitruvian Development making them uniquely qualified to perform these services due to their extensive knowledge of the entire development.

Icon will provide the following services under this agreement:

1. Survey of the project area
2. Design of the project
3. Bidding phase services
4. Design support during construction such as review of shop drawings and Requests for Information

Design for this project is anticipated to take 4 months to complete. This project is budgeted in the Vitruvian Bond Funds.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Professional Engineering Services Agreement with Icon
Bella Lane Project Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND ICON CONSULTING ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE BELLA LANE NORTH CONNECTOR ROADWAY RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$53,850.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Agreement for Professional Engineering Services between the Town of Addison and Icon Consulting Engineers, Inc. for professional engineering services related to the Bella Lane North Connector Roadway Reconstruction Project in an amount not to exceed \$53,850.00, 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 **12th** day of **JANUARY 2021**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

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

Made as of the ____ day of _____ in the year 2020,

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

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

for the following Project: **Bella Lane North Connector Roadway Reconstruction**

The Town and the Consultant agree as set forth below.

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

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, Planning and Engineering Design Services for the extension of Bella Lane North Connector Roadway Reconstruction from Farmers Branch Creek within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison 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 receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit "A"**.

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

ARTICLE 2 THE TOWN’S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT’S COMPENSATION

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on a Type of Payment Basis not to exceed **Fifty Three Thousand Eight Hundred Fifty and 00/100 Dollars (\$53,850)**, (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit “B.” The total estimated compensation for Engineer’s services included in the breakdown by tasks as noted in Exhibit B incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Subconsultants’ charges. Engineer may alter the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Town.

3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted by the Town. All final work and design shall be performed in accordance with guidelines established by the Town of Addison Public Works & Engineering Department. Completion of the Record Documents and/or “As-Built” documents, if any, shall be included in the Consultant’s Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the “Contractor”) and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant’s Fee and considered to be within the Scope of Services as defined under this Agreement.

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

3.2 **Direct Expenses – Direct Expenses are included in the Consultant’s Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget**

set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

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

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

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

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

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

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

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

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

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials delivered under the terms of this agreement for any other

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

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

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

terms and provisions of Exhibit "F," such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

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

If the Agreement is required to go to the Town 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 material default and/or material 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 after notice and reasonable opportunity to cure has been offered to Consultant. If Town terminates this Agreement and Consultant is not in material default of the Agreement, Consultant shall be entitled to compensation for any and all work completed according to the industry standard of care, and to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

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

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

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

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

**ARTICLE 10
INDEMNITY**

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

Professional Services Agreement Addison/ USA, Inc. – Icon Consulting Engineers, Inc. - Bella Lane North Connector Roadway Reconstruction
Page 12

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 and Engineering Services

Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

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

**ICON CONSULTING ENGINEERS, INC.
Bruce F. Dunne, President
2840 W. Southlake Boulevard, Suite 110
Southlake, Texas 76092**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be sent 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

Professional Services Agreement Addison/ USA, Inc. – Icon Consulting Engineers, Inc. - Bella Lane North Connector Roadway Reconstruction Page 13

address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement, if applicable:
- 12.1.1 Exhibit “A,” Scope of Services.
 - 12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.
 - 12.1.3 Exhibit “C,” Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
 - 12.1.6 Exhibit “D,” Town of Addison Contractor Insurance Requirements.
 - 12.1.7 Exhibit “E,” Affidavit.
 - 12.1.8 Exhibit “F”, Conflict of Interest Questionnaire, Form CIQ.
- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott – Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Icon Consulting Engineers, Inc.

By: Bruce F. Dunne
Bruce F. Dunne, President

Date: 12-15-20

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.

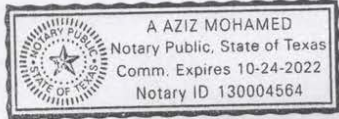
GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2020.

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

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bruce F. Dinne, 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 15th day of December, 2020.



Aziz Mohamed

Notary Public In and For the State of Texas
My commission expires: 10.24.2022

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Icon Consulting Engineers, Inc. (Consultant)
to perform Professional Engineering Services for
Bella Lane North Connector Roadway Reconstruction

Summary of Project Scope

The scope of work for this project encompasses public infrastructure improvements for Bella Lane south of the existing bridge over Farmers Branch Creek. The project limits will begin at the end of the existing concrete roadway section, south of the bridge, and continue south approximately 477 Linear Feet (LF) of 22 foot wide new reinforced concrete pavement. The project improvements include demolition and removing of existing asphalt pavement and replacing it with new concrete pavement, new storm drainage system, new water line extension, new sanitary sewer line, and other new miscellaneous facilities necessary to complete this project to serve the future Vitruvian Park development along Bella Lane south of the creek. Details of the public infrastructure improvements to be included are below:

1) Route Design Surveys

Icon will perform route design surveys for the planning and design of public infrastructure improvements. Surveys along Bella Lane will be approximately 35' on either side of the proposed centerline of the improvements. Survey will begin near the end of the existing permanent Bella Lane concrete roadway section, Station 31+74, and continue south approximately 477 LF to Station 36+51. Icon will contact Texas One Call, or the appropriate utility locator companies, to field locate the existing underground utility lines along Bella Lane. The location of the lines as marked will then be surveyed for design purposes. Survey information provided will include all visible features and 1' contour elevations. A map of the results of the route design surveys will not be prepared. The results of the surveys will be incorporated into the plan design drawings.

2) Demolition Plans

Icon will prepare Demolition Plans, including detailed design, drafting and specifications, for required removal of existing facilities within the proposed improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison.

3) Water Plans

Icon will prepare Water Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

- A. Water Plans: Plans will be prepared for a new 10” and 8” water line. The new 10” line will extend south along Bella Lane to the Future Street to the west approximately 430 feet. The 8” line will continue from this point to the south end of the project approximately 120 feet. Included will be water line facilities and crossings for future development phase connections. Water line profiles will be provided for the proposed water line extension and crossings.
- B. Water construction details: After reviewing the plans with Town staff, Icon will prepare the necessary applications and submit the Water Plans to the Town of Addison. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

4) Sanitary Sewer Plans

Icon will prepare Sanitary Sewer Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

- A. Sanitary Sewer Plan: Plans will be prepared for all proposed public sanitary sewer system improvements located within Bella Lane North Connector Roadway Reconstruction. These plans will include design for a new 8” sanitary sewer line, sanitary sewer facilities and line stub outs to serve the anticipated future development along the west side of Bella Lane. Profiles for all public sanitary sewer lines will be prepared.
- B. Sanitary Sewer construction details: After reviewing the plans with Town staff, Icon will prepare the necessary applications and submit the sanitary sewer plans to the Town of Addison. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

5) Paving and Drainage Plans

Icon will prepare Paving and Drainage Plans, including detailed design, drafting and specifications, for each of the following improvements in accordance with Town of Addison requirements. Icon will then provide all technical support

necessary to facilitate acceptance of these plans by the Town of Addison. The plans will include the following:

- A. Paving Plans: Plans will be prepared for the construction of Bella Lane North Connector Roadway Reconstruction. Profiles for the roadway will be prepared.
- B. Drainage Area Map and Computations: A drainage area map with hydrology and hydraulic computations will be prepared.
- C. Drainage Plans: Construction of the new roadway will necessitate the construction of a new storm drain system to connect to the existing storm drain line provided in the previous Bella Lane North project. Drainage pipe, curb inlets and pipe stub outs will be provided for the anticipated future development along Bella Lane North Connector Roadway Reconstruction.
- D. Paving and Drainage construction details: After reviewing the plans with Town of Addison staff, Icon will prepare the necessary applications and submit the Paving and Drainage Plans to the Town. We have included attending all required design coordination meetings with Town of Addison staff for the purpose of obtaining plan approval.

6) Erosion and Sediment Control Plans

Erosion & Sediment Control Plans: The plans will be prepared in compliance with the Texas Pollutant Discharge Elimination System (TPDES) program administered by the Texas Commission on Environmental Quality (TCEQ). The plans will include erosion and sediment control measures for use during construction of the project.

7) Electric Duct Bank and Miscellaneous Conduit Plans

Icon will prepare plans for underground Electric Duct Bank system improvements and Miscellaneous Conduit Plans, including detailed design, drafting and specifications, for the following improvements in accordance with Oncor Electric Delivery standards and other requirements. The plans will be reviewed with Town of Addison staff prior to submitting to Oncor Electric Delivery for processing. Icon will then provide all technical support necessary to facilitate acceptance of these plans.

8) Project Meetings

During the surveying, planning, and design phases, Icon will attend project meetings with the Town of Addison and/or other project design team members.

9) Design Support Construction Phase Services

Construction administration services will be performed for the following:

- A. Prepare bid quantities and proposal forms for Infrastructure Improvements relating to public improvements within the Bella Lane North Connector Roadway Reconstruction project. Included will be sanitary sewer, water, paving, storm drainage, miscellaneous conduits and grading improvements. It is anticipated that all improvements will be bid as one bid package.
- B. Prepare and issue addenda as appropriate to clarify, correct or change the bidding documents.
- C. Attend the pre-bid meeting for public infrastructure improvements.
- D. Respond to contractor questions during the bidding process.
- E. Provide assistance to the Town of Addison in the preparation of construction documents for execution by the Town of Addison and the successful contractor. Prepare 4 conformance sets and 2 original sets of the final plans and specifications.
- F. Attend the pre-construction meeting with selected bidders. Prepare meeting agenda, meeting record and distribute to all attendees.
- G. Review request for information (RFI), shop drawings, material submittals, test reports, and change orders related to the work.
- H. Attend construction progress meetings as needed. Perform site visits, as needed, as directed by the Town of Addison.
- I. Review and approve contractor pay applications.
- J. When the construction has been completed, perform a final review (in conjunction with Town of Addison staff) of the public infrastructure improvements and related work. Prepare "Final Work" documents as directed by the Town of Addison.

10) Record Drawings

Upon completion of construction, Icon will prepare record drawing electronic files in CAD and PDF formats for the Town of Addison based on marked-up plans to be provided by the contractor.

**Agreement by and between the Town of Addison, Texas (Town)
and Icon Consulting Engineers, Inc. (Consultant)
to perform Professional Engineering Services for
Bella Lane North Connector Roadway Reconstruction**

COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY

Icon Consulting Engineers, Inc. proposes to provide the Scope of Services as described above on a “not-to-exceed” fee basis as follows:

- 1) **Route Design Surveys** – Icon will perform the services as described for a not-to-exceed fee of **\$5,350**.
- 2) **Demolition Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$1,400**.
- 3) **Water Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$5,000**.
- 4) **Sanitary Sewer Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$5,400**.
- 5) **Paving and Drainage Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$6,950**.
- 6) **Erosion and Sediment Control Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$1,400**.
- 7) **Electric Duct Bank and Misc. Conduit Plans** - Icon will perform the services as described for a not-to-exceed fee of **\$1,850**.
- 8) **Project Meetings** - Icon will perform the services as described for a not-to-exceed fee of **\$7,700**.
- 9) **Design Support Construction Phase Services** – Icon will perform the services as described for a not-to-exceed fee of **\$15,900**.
- 10) **Record Drawings** - Icon will perform the services as described for a not-to-exceed fee of **\$1,400**.
- 11) **Reimbursable Expenses** – As needed for a not-to-exceed fee of **\$1,500**.

TOTAL NOT-TO-EXCEED FEE FOR TASKS 1 THROUGH 11 = \$53,850.

Professional Services Agreement Addison/ USA, Inc. – Icon Consulting Engineers, Inc. - Bella Lane North
Connector Roadway Reconstruction Page 22

DESIGN SCHEDULE

- Feb. 1st to Mar. 24th, 2021: Prepare Final Design Drawings
- Mar. 24th to Apr. 16th, 2021: Submittal of Design Drawings to Town for Review.
- Apr. 19th to Apr. 23rd, 2021: Plan Revisions by Icon to Address Town Comments
- Apr. 26th to May 7th, 2021: Re-submittal of Design Drawings to Town for Review.
- May 10th to May 14th, 2021: Final Revisions by Icon to Address Town Comments
- May 17th to May 28th, 2021: Final Review and Approval of Public Improvements by Town

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

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

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately, or no later than thirty (30) days, 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 commensurate with their scope of work. 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: _____

Professional Services Agreement Addison/ USA, Inc. – Icon Consulting Engineers, Inc. - Bella Lane North Connector Roadway Reconstruction Page 28

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

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

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

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

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

Signed this _____ day of _____, 2020.

Signature of Official / Title

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

Sworn to and subscribed before me on this _____ day of _____, 2020.

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

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity					
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">OFFICE ONLY</td> <td style="text-align: center; padding: 2px;">USE ONLY</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Date Received</td> </tr> </table>	OFFICE ONLY	USE ONLY	Date Received	
OFFICE ONLY	USE ONLY				
Date Received					
<p>1. Name of person who has a business relationship with local governmental entity.</p>					
<p>2. Check this box if you are filing an update to a previously filed questionnaire. <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>					
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>					

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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

Local Government Officers Town of Addison, Texas

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

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

FARMERS
BRANCH
CREEK

BELLA LANE






70' T. & L. EASEMENT
VOLUME 70202, PAGE 1801

Existing
Roadway

FUTURE
BUILDING

Future
(Bella Lane Extension/Alpha
Road Connector)

FUTURE STREET

-  STREET
-  STORM DRAIN
-  WATER
-  SANITARY SEWER
-  ELECTRIC CONDUIT

FUTURE
BUILDING

Exhibit of BELLA LANE North Connector

12/29/20

FUTURE STREET



SCALE: 1"=60'

Council Meeting

7.

Meeting Date: 01/12/2021

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management

Milestones: Implement the Asset Management Plan

AGENDA CAPTION:

Consider Action on a **Resolution Approving the Agreement Between the Town of Addison and Garver, LLC. for Professional Engineering Services Related to the Winnwood Road Bridge Class Culvert Outlet Armoring Project and Authorizing the City Manager to Execute the Agreement** in an Amount not to Exceed \$97,682.

BACKGROUND:

In early 2020, Garver, LLC (Garver) was tasked to perform an engineering condition assessment of the Winnwood Road bridge culvert and provide recommendations on rehabilitation and repair. Their report recommended a new riprap concrete apron be constructed to protect against further scouring and undermining of the wing and toe walls. This project is identified as high risk in the Town Asset Management Plan.

Garver was qualified through a Request for Qualifications process in 2017 to perform design, project management, and construction management related services for the Town. Garver was selected to perform the design work for the Winnwood Road Bridge Class Culvert Outlet Armoring due to their experience and familiarity with the project.

Garver will provide the following services under this contract:

1. Survey of the project area and existing utility locations
2. Hydraulic analysis
3. Design of the drainage improvements
4. Bid phase services
5. Design Support During Construction (Construction Administration) such as review of shop drawings and requests for information (RFIs)

Design for this project is anticipated to take 7 months to complete. This project is budgeted in the Storm Water Utility Fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Garver Agreement Winnwood Road Bridge Culvert
Winnwood Culvert Condition Study

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND GARVER, LLC FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WINNWOOD ROAD BRIDGE CLASS CULVERT OUTLET ARMORING PROJECT IN AN AMOUNT NOT TO EXCEED \$97,682.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Agreement for Professional Engineering Services between the Town of Addison and Garver, LLC, for professional engineering services related to the Winnwood Road Bridge Class Culvert Outlet Armoring Project in an amount not to exceed \$97,682.00, 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 **12th** day of **JANUARY** 2021.

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
GARVER, LLC (CONSULTANT)
FOR
PROFESSIONAL ENGINEERING SERVICES**

Made as of the ____ day of _____ in the year 20 __,

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

and the Consultant: GARVER, LLC
 3010 GAYLORD PARLWAY, SUITE 190
 Telephone: 972-377-7480

for the following Project: **WINNWOOD ROAD BRIDGE CLASS CULVERT
 OUTLET ARMORING**

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 **GARVER, LLC**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, a hydraulic analysis and outlet armoring design for the Winnwood Rd. Bridge Class Culvert at Winnwood Park within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

Professional Services Agreement – Winnwood Rd Bridge Class Culvert Outlet Armoring

(20T46006)

Addison/ USA, Inc.

Page 1

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

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. The standard of care for all professional service performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.

- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town.
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison 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 receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit "A"**.

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

**ARTICLE 2
THE TOWN’S RESPONSIBILITIES**

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

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

**ARTICLE 3
CONSULTANT’S COMPENSATION**

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on a Type of Payment Basis not to exceed **Ninety-Seven Thousand Six Hundred Eighty-Two and 00/100 Dollars (\$97,682)**, (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit “B.” The total estimated compensation for Engineer’s services included in the breakdown by tasks as noted in Exhibit **B** incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Subconsultants’ charges. Engineer may alter the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Town.

3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted by the Town. All final work and design shall be performed in accordance with guidelines established by the Town of Addison Public Works & Engineering Department. Completion of the Record Documents and/or "As-Built" documents, if any, shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the Town, and upon receipt of a written request by Town, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the Town, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

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

3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee as described** in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines

for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

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

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

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

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

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

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

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

Classification	Rates
Engineers / Architects	
E-1.....	\$ 141.00
E-2.....	\$ 167.00
E-3.....	\$ 196.00
E-4.....	\$ 231.00
E-5.....	\$ 284.00
E-6.....	\$ 351.00
E-7.....	\$ 395.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town

shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project

is resumed shall be agreed upon in writing by both parties before the services are performed.

**ARTICLE 4
OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of and/or the Consultant agrees to provide written notice to Town at least thirty (30) days prior to

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cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by E-Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project. Professional Liability insurance coverage shall be maintained for a period of three (3) years following the completion of this Agreement. An annual certificate of insurance specifically referencing this project shall be submitted to the Town for each year following completion of the Agreement.

- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit "D," Town of Addison Professional Services/Consultant Insurance Guidelines, 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 E-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 Professional Services/Consultant Insurance Guidelines, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by E-Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit “E,” 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 and/or the Consultant agrees to provide written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by E-Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

**ARTICLE 6
CONSULTANT’S ACCOUNTING RECORDS**

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

**ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

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

The Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated on the Affidavit, attached hereto as Exhibit “E” and incorporated herein for all purposes, and will abide by the same. Further, a lawful

representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

If the Agreement is required to go to the Town 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.

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

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

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10

INDEMNITY

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

WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

Director of Public Works and Engineering Services

Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

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

GARVER, LLC

Quinn Spann, Jr., PE, Sr. Project Manager
3010 Gaylord Parkway, Suite 190 Frisco, Texas 75034

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be sent 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

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12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit “A,” Scope of Services.

12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.

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

12.1.6 Exhibit “D,” Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit “E,” Affidavit.

12.1.8 Exhibit “F”, Conflict of Interest Questionnaire, Form CIQ.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this

Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.15 **No Boycott – Israel** -- Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Garver, LLC

By:  _____
Frank McIlwain, PE – Vice President

Date: December 21, 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 _____, 20__.

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 **Frank McIlwain**, 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 20th day of December, 2020.



Notary Public In and For the State of Texas
My commission expires: June 26, 2021

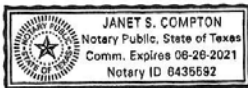


Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Garver, LLC (Consultant)
to perform Professional Engineering Services for Winnwood Bridge
Class Culvert Outlet Armoring

BASIC SERVICES

1.1 General

Generally, the scope of services includes providing a hydraulic analysis and outlet armoring design for the Winnwood Rd. Bridge Class Culvert at Winnwood Park for the Town of Addison (Owner). The purpose for this Scope of Services is for Garver, LLC (Garver) to provide the Owner construction documents for outlet armoring to prevent further degradation of the culvert outlet based on recommendations provided by Garver in the Winnwood Rd. Bridge Class Culvert Condition Study, dated May 25, 2020. The primary objective to prevent undermining of the culvert and wing walls. Bank stabilization at the outlet and downstream channel will not be addressed with this project.

1.2 Survey

All survey services will be based on NAD-83 State Plane Coordinate System – North Central Zone (4202), utilizing the Allterra Virtual Reference System (VRS) RTK Network. Town of Addison Control Network, if applicable, will be verified for symmetry.

Proposed survey services include:

- Project Control: A minimum of three Primary Control Points shall be established in the general area of the project. Control Points shall be placed in stable locations with X, Y, Z values established. Vertical Control (including secondary control) shall be established utilizing a closed level loop.
- Topographic Services: Conduct field service necessary to provide the following services:
 - a. A Standard topographic survey will include detailed information of existing downstream headwall, general location

of creek centerline, toe of slope, top of bank, Winnwood Road, south lanes of Belt Line Rd., sidewalks, trees (including size) and other observed physical features. Topo shall extend a minimum of 50 feet from downstream headwall.

- b. Acquire sufficient data of top of bank and beyond to prepare a DTM and one-foot contours.
 - c. Acquire location of concrete trail along Belt Line Rd. (approximately 100 feet from Winnwood east)
 - d. Acquire top of weir elevations at the upstream headwall (west side of Winnwood)
 - e. Coordinate with Texas811 to acquire location of subsurface utilities
 - f. A minimum of 200 feet of connecting streets and 100 feet of private drives.
- ROW Recover and Delineation
 - a. Research: Acquire deeds/plats of affected project area
 - b. Field Research: Conduct field reconnaissance to locate property corners to provide best fit locations of ROW and adjacent properties
 - c. ROW Delineation: Reconstruct affected ROW, Plats, and Deed in CAD format. Ownership name, deed info and address will be reflected.
 - Right of Entry (ROE)
 - a. Identify owner and contact information of one (1) affected property.
 - b. Provide a sample right of entry letter for review and approval by the Town.
 - c. Prepare letter to be sent to the property owner, which includes formal request for access and contact information. Return letter will be included granted/denying access and any specifications that may be met for access.

Meetings:

- None

Deliverables:

- PDFs of control point sketches
- Survey data point list in ASCII and CSV format
- All survey data in MicroStation V8i 3D and 3D format (including contours)
- Geopak TIN File
- MicroStation V8i base file of all reconstructed boundary(s)
- Signed and Sealed original 8.5" x 11" Easement Documents

1.3 Culvert Hydraulic Analysis

Garver will determine the outlet flow from the lake and culvert system. This flow will be used in conjunction with HEC-14 to determine the length, width and size of rock rip rap or gabions downstream of the culvert outlet to protect from erosion.

Scope Item Assumptions:

- Hydraulic information pertinent to the channel protection design will be provided on the plan sheets.
- A worst case D50 will be assumed to size the channel protection

Meetings:

- None.

Deliverables:

- None.

1.4 Outlet Armoring Details

Garver will provide recommendations for armoring at the culvert outlet. Up to 3 methods of armoring will be investigated including rock riprap, concrete riprap, or gabions or a combination of methods. Armoring recommendations will be restricted to the channel floor and no more than 50 feet downstream of the culvert. Bank stabilization at the outlet and downstream channel will not be addressed as part of this scope.

Garver will provide wetland delineation along the channel (possible Waters of the US) being impacted by the channel protection, however this excludes any permitting. If the channel protection causes impacts to Waters of the US above the threshold limits, a Section 404 permit may be required and is not included in this scope.

Garver will provide Plans, Specifications, and Estimates (PS&E) for the proposed outlet armoring. Garver will utilize TxDOT Standard Designs standards for channel armoring and NCTCOG standard for any other site design. Garver will develop plan sheets of the culvert outfall depicting limits of proposed armoring and any necessary details for the proposed method of armoring. All plan sheets will be developed in MicroStation.

Scope Item Assumptions:

- Recommendations and Details will apply only for the culvert outlet, creek bed only. No bank armoring will be designed
- No culvert structural modifications will be made
- TxDOT 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges will be used for the proposed method of outlet armoring

Meetings:

- Two (2) meetings with the Owner to address recommendations and Owner comments.

Deliverables:

- One (1) PDF of Preliminary Draft PS&E Documents (11" x 17"). Included Sheets:
 - Title Sheet and Index
 - Project Layout Sheet
 - General Notes Sheet
 - Site Plan sheet
 - Creek Cross Section (two sections)
 - Layout of Outlet Armoring Sheet
 - Armoring Details Sheet
- One (1) Draft WORD file of the Town's Front End Documents (fill in the pertinent information into the Boiler Plate blank lines).
- One (1) PDF of Pre-Final plans and Front End Documents.
- One (1) PDF of Opinion of Probable Cost
- One (1) PDF of Final Signed and Sealed PS&E Documents (11" x 17")
- One (1) PDF of Opinion of Probable Cost
- One (1) PDF of Final Signed and Sealed Front End Documents.
- Electronic copies of MicroStation Files

1.5 Bid Phase Services

- Advertising and Pre-bid Meeting - Assist Town staff in advertising for bids. Coordinate agenda, sign-in sheet and provide meeting minutes.
- Plan Distribution - Furnish a **PDF copy ONLY** of Plans and Specifications to the Town for bid purposes.
- Addenda - Prepare and distribute addendum required to modify the requirements of the project during bidding, respond to requests for clarification, and issued instructions to bidders as directed by the Town.
- Bid Tabulation - Prepare final bid tabulations based upon the bids received and furnish electronic bid tabulation sheet in excel format.

- Recommendation for Award - Prepare a recommendation for award of contract or other action and notify bidders of the action taken by the Town of Addison.

1.6 Construction Administration

- Preconstruction meeting – Attend one (1) pre-construction meeting with the selected contractor (Town Staff will conduct the meeting and prepare the agenda), prepare a record of the meeting and distribute it to all attendees. Prepare and provide four (4) conforming sets and two (2) original sets of final plans and specifications.
- Site Visits – Complete site visits (max. of three (3) visits) as needed for the duration of the project construction as directed by the Town of Addison.
- Shop drawing, Submittal Reviews, and Change Orders – Review shop drawings, submittals, substitutions, change orders, and other documents provided by the contractor to determine compliance with the contract requirements, design intent, and review pay applications. (Shop drawings and submittals will only be review up to two (2) times for up to four (4) submittals. Additional reviews will be an additional cost.) Prepare responses and comments on each submittal and transmit copies to the contractor and Town staff. Maintain a record of all submittals and responses. Routing shop drawings and submittals generally will be reviewed and returned within seven (7) working days. Critical path items shall be reviewed and returned sooner.
- Request of Information - Respond to Request for Information (up to ten (10)) received from the contractor.
- Final Walk Through and Punch list Preparation – Assist Town of Addison in conducting a final inspection of the completed construction. Prepare a record of observations and items requiring correction by the contractor prior to the contractor's final payment.
- Prepare Record Drawings - Utilizing contractor construction record information, prepare and provide an electronic copy containing Record Drawing in digital format (PDF and CAD).

SPECIAL SERVICES

1.1 Franchise Utility Coordination

This task will be used on an hourly (Not-To-Exceed) basis to coordinate with existing franchise utility companies that exist **in the area of the creek armoring only.**

ADDITIONAL SERVICES

For clarification, our proposed scope of services does not include the Additional Services listed below. However, Garver can include these items at your request. Any work not listed above will be considered extra work.

- ROW or Easement Documents
- Geotechnical Investigation
- Hydraulic Report or Memo
- Culvert Structural Repairs
- Bank Stabilization (Performing analysis of existing or proposed conditions)
- Landscaping/Irrigation design
- Cross Sections (other than the two listed in Basic Services)
- Traffic Control Plan / Construction Sequencing
- Agency and utility coordination (e.g. TxDOT, USACE, etc.)
- Environmental permitting with Corps of Engineers (USACE), Texas Commission on Environmental Quality (TCEQ), Texas Parks and Wildlife Department (TPWD), Texas Historical Commission (THC), U.S. Fish and Wildlife (USFWS), U.S. Coast Guard (USCG), or other relevant authorities.
- Environmental mitigation plans or other work related to historically or culturally significant resources
- Providing services as outlined in the contract under Article 3.1.2 on an hourly basis.
- Providing services as outlined in the contract under Article 3.1.3 on an hourly basis.

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

1.7 Schedule

Garver shall begin work under this Agreement within ten (10) working days of a Notice to Proceed. Topographic survey services shall be completed within twenty (20) working days of Notice to Proceed. A preliminary draft submittal shall be completed within forty (40) working days after topographic survey is

**Professional Services Agreement – Winnwood Rd Bridge Class Culvert Outlet Armoring
(20T46006)**

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Addison/ USA, Inc.

complete. We estimate that the Owner will take fifteen (15) working days to provide comments on the draft submittal. A final submittal shall be completed within twenty (22) day after receiving Town Comments

1.8 Items to be provided by the Town of Addison

- Boiler plates/ Front-end Document
- Franchise Utility Contacts for the Town (Excel or WORD file)
- Sample Pre-bid Agenda
- Sample Addendum format.
- Sample sign-in sheet format
- Pre-construction Agenda

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

**Agreement by and between the Town of Addison (Town)
and Garver, LLC (Consultant)
to perform Professional Engineering Services for Winnwood Bridge Class Culvert
Outlet Armoring**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

Exhibit B

12/18/2020

**Town of Addison
Winnwood Bridge Class Culvert Outlet
Armoring**

FEE SUMMARY

	Estimated Fees
Basic Services (Lump Sum)	
Topographic Survey	\$11,500.00
Coordination	\$4,760.00
H&H Computations	\$11,300.00
Outlet Armoring Detail Design	\$27,983.00
Bid Phase Services	\$8,965.00
Construction Administration	\$26,704.00
Subtotal for Basic Services (Lump Sum)	\$91,212.00
Special Services	
Franchise Utility Coord (Hourly NTE)	\$6,470.00
Subtotal for Special Services	\$6,470.00
Total for Basic and Special Services	\$97,682.00

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

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

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

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

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

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

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall require the insurer, or Contractor, to immediately, or no later than thirty (30) days, 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# Winnwood Road Bridge Class Culvert Outfall Armoring

Company: Garver, LLC

Printed Name: Frank McIlwain, PE

Signature:  Date: December 20, 2020

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

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

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

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

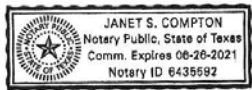
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 20th day of December, 2020.

Frank McIlwain
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Frank McIlwain 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 20th day of December, 2020.




Janet Compton
Notary Public in and for the State of Texas
My commission expires: June 26, 2021

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person who has a business relationship with local governmental entity. N/A</p>	<p>Date Received</p>
<p>2. Check this box if you are filing an update to a previously filed questionnaire. <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship. N/A <hr style="width: 50%; margin: 0 auto;"/> Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <hr/> <hr/> <hr/> <hr/> <hr/>	

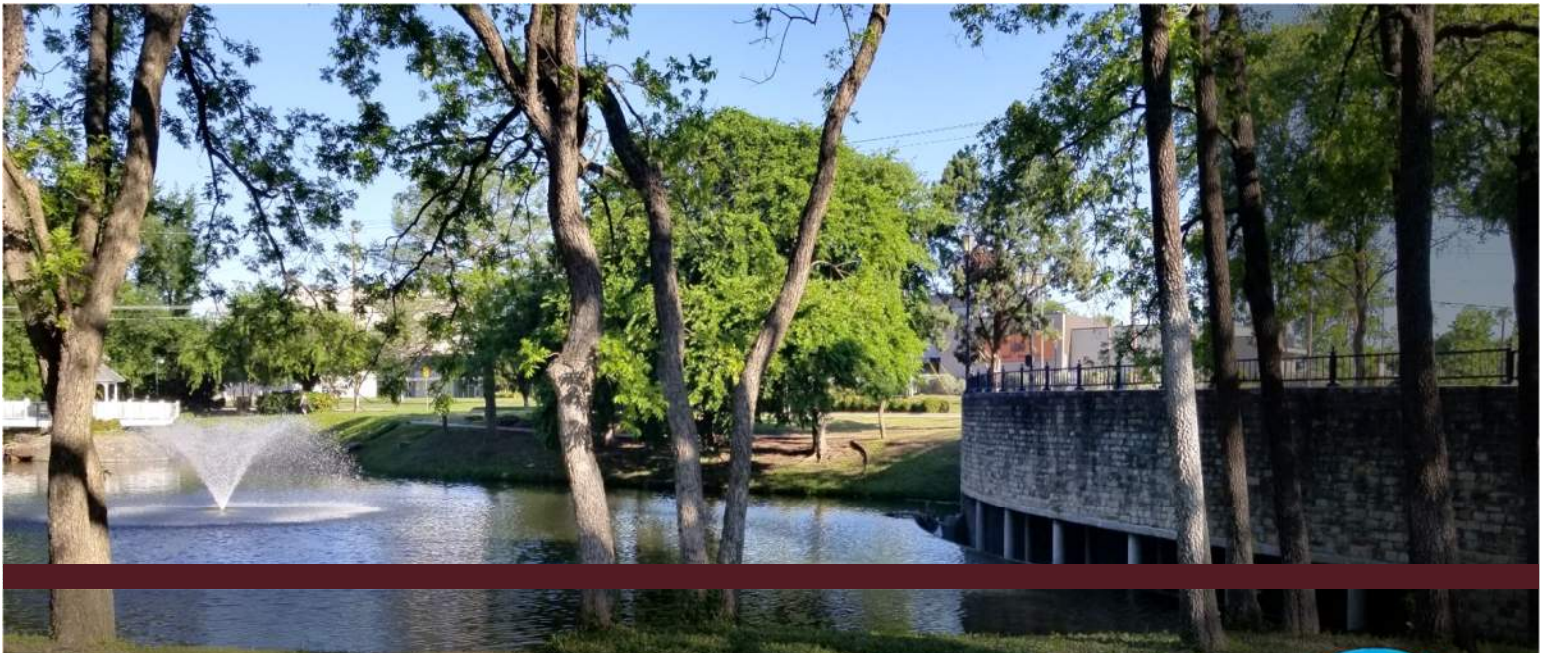
EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

4. Signature of person doing business with the governmental entity Date:	
 _____ Signature	December 20, 2020 _____ Date

Local Government Officers Town of Addison, Texas

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

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



Culvert Condition Study

Winnwood Road Bridge Class Culvert



Prepared For:

Town of Addison

May 2020



Bridge Class Culvert Condition Study

Winnwood Road Bridge Class Culvert

Town of Addison

Addison, Texas

Prepared by:



**3010 Gaylord Pkwy
Suite 190
Frisco, Texas 75034**

May 28, 2020

Garver Project No.: 16087002



Engineer's Certification

I hereby certify that this condition survey and improvement study for the Winnwood Road Culvert was prepared by Garver under my direct supervision for the Town of Addison.

5/28/20

Jonathan McCulley, PE
State of Texas PE License 107544

Garver
Texas Registration No. F-5713

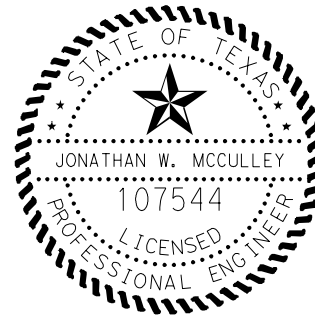




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Appendix A Site Visit Photos
Appendix B Record Drawings
Appendix C Routine Bridge Inspection Documents





1.0 Introduction

1.1 General

This report has been prepared at the Town of Addison's request for assessing the condition of a bridge class culvert under Winnwood Road at Winnwood Park and determining if the town's programmed replacement is necessary. The subject bridge class culvert is located in east Addison at the intersection of Belt Line Road, and Winnwood Road. The bridge class culvert carries a tributary of White Rock Creek starting at a retention pond at Winnwood Park. See Figure 1 and Figure 2 for a vicinity and location map, respectively.

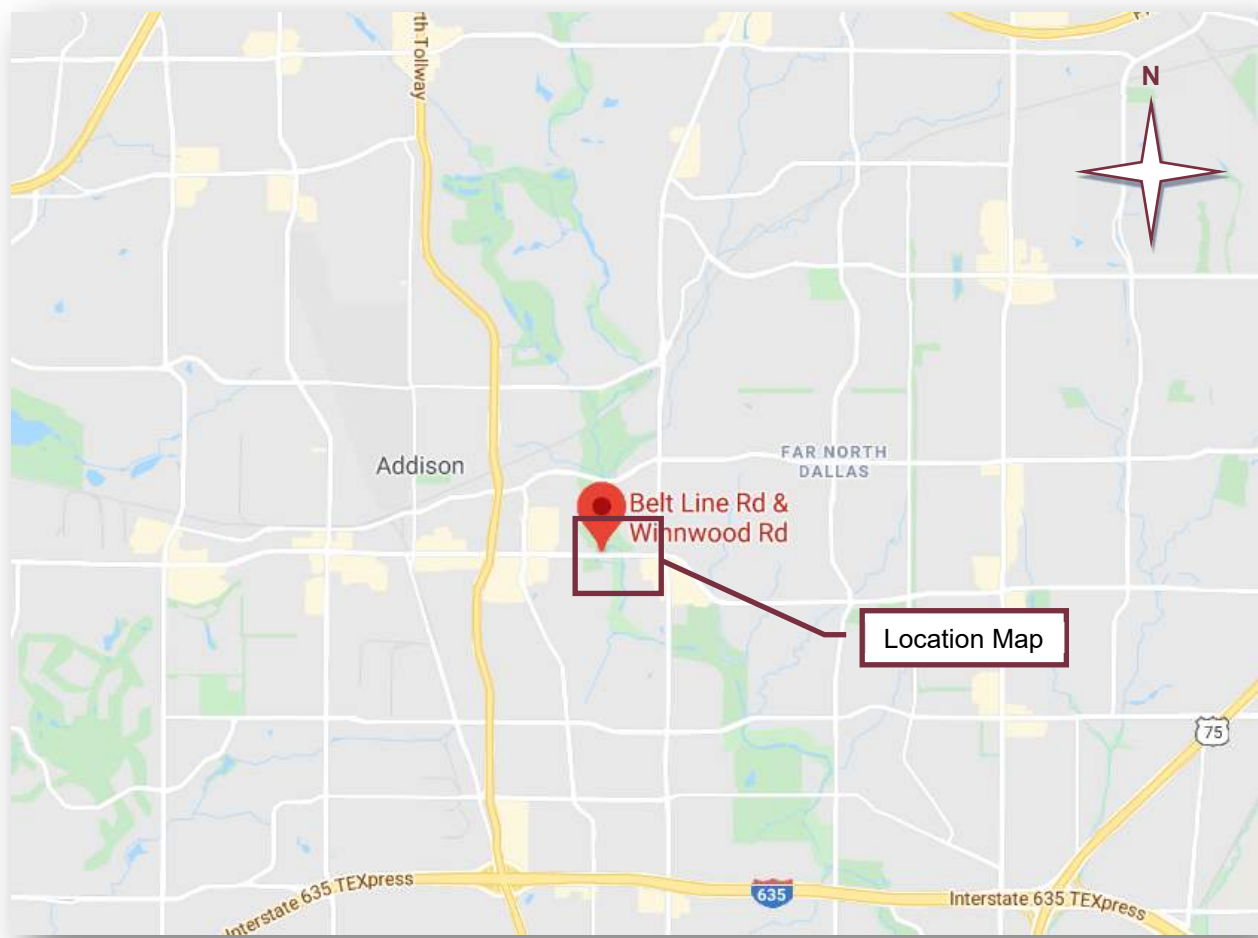


Figure 1: Vicinity Map

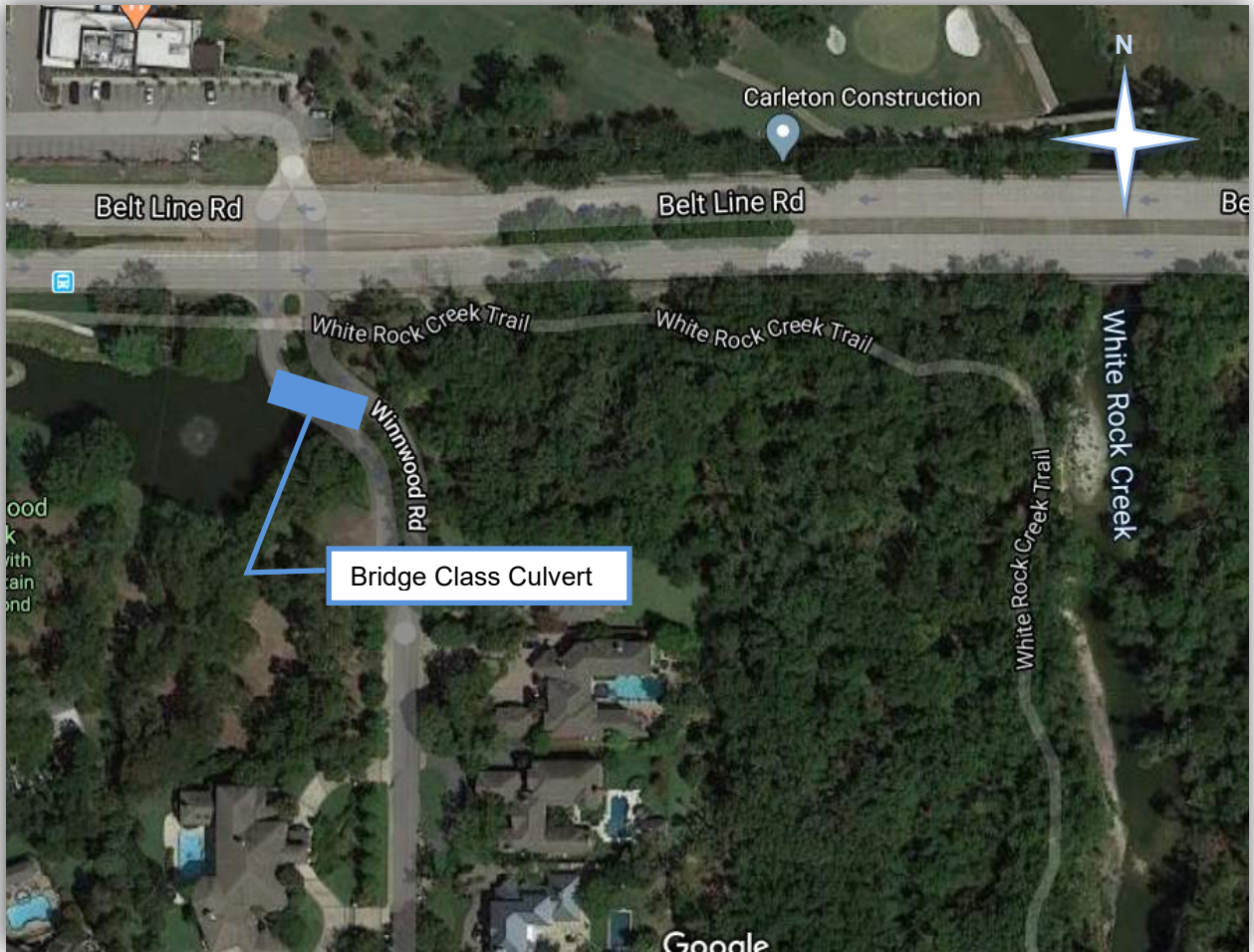


Figure 2: Location Map



1.2 Culvert Information

Presented below is a brief summary of the information available for this bridge class culvert based on the latest TxDOT bridge inspection report prepared in 2017.

Location:	Winnwood Road at White Rock Creek Tributary
NBI Number:	18-057-0-P001-50-001
Year Built:	Circa 1988
Culvert Length:	166 feet (measured along centerline)
Culvert Size:	2 – 10'x10' MBC
Clear Roadway Width:	46 feet (2 – 16ft. travel lanes w/ 14ft median)
Sidewalk Width:	5'-6"
Substructure Type:	Bridge Class Culvert w/ Extension Supported on Concrete Columns
Rail Type:	Custom Aesthetic Pedestrian Rail (Does not meet TxDOT standards)
Channel Rating (Item 61):	7
Culverts Rating (Item 62):	7
Approaches Rating (Item 65):	7
Inventory Rating:	HS-20
Operating Rating:	HS-33.4
Load Posting Limit:	None

1.3 Roadway Information

Presented below is pertinent information associated with the classification and geometrics of Winnwood Road.

Functional Classification:	Local road (Residential)
Number of Lanes:	Two Lanes
Posted Speed:	20 mph
Average Daily Traffic:	Unknown



2.0 Existing Conditions

The information presented in the following sections and supporting discussion is based upon data obtained from TxDOT bridge inspection reports and a site visit made by Garver on 04/22/2020 where a visual “arms reach” observation was performed. Copies of the as-built bridge class culvert plans and the available inspection reports from 2015 and 2017 are provided in Appendices B and C. Select photos from Garver’s site visit may be found in Appendix A.

2.1 General Discussion of Existing Conditions

In general, Garver’s assessment of this structure reveals that no major functional or structural deficiencies exist. Only minor deficiencies were found which include minor cracks with efflorescence in the culvert top slab, minimal debris build up, and moderate scour and erosion at the downstream outlet. Hydraulic sufficiency has not been assessed and should be confirmed with appropriate hydraulic modeling at the crossing if desired. No underwater observations were made in Garver’s visual inspection. Garver did not inspect the spillway.

2.2 Structure Description

The Winnwood Road Bridge Class Culvert, constructed circa 1988, is a 166’ long (measured along the centerline), 10’x10’ double-barrel, multi-box structure with the interior segment at the spillway supported on columns. The bridge class culvert runs under a 35’-0” wide, two-lane road with a median separating the SB and NB lanes that enter and exit a neighborhood of Addison. The bridge class culvert carries runoff from a retention pond to the west via an integral spillway with the culvert structure. It outfalls to an unlined channel of a tributary of White Rock Creek.

2.3 Survey Observations

2.3.1 Deck (Item 58)

2.3.1.1 Railing

The custom aesthetic pedestrian rail appears to be in good condition. It is not a standard TxDOT rail and is not likely crashworthy. A detailed inspection of the brick veneer was not performed, but no major structural deficiencies were observed. The end of the rail at the north approach has no end treatment for protection (See Photo 7 in Appendix A), but it is offset from the roadway 5’-6”. The desirable offset (Per TxDOT Roadway Design Manual) is 6’, but the minimum is 4’ for curbed sections; therefore, the existing condition would satisfy the minimum requirements for an obstruction being located outside the clear zone. There is no protection, however, for errant vehicles that may mount the sidewalk and approach the retention pond slopes.

2.3.2 Channel (Item 61)

2.3.2.1 Scour

The upstream end of the bridge class culvert is a retention pond. The pond slopes at the bridge class culvert are grass lined and show no significant erosion (See Photos 9 and 10 in Appendix A).



The existing channel bed at the downstream end consists of exposed weathered limestone rock overlain with sediment (See Photos 11 and 12 in Appendix A). As detailed in the 2015 and 2017 inspection reports, moderate scour and undermining at the outlet toewall and wingwalls is present (See Photo 13 in Appendix A). Garver's site visit confirmed these conditions. Furthermore, it appears, at some time, there was concrete riprap between the bridge class culvert wingwalls and toewall but has been dislodged at least since the 2015 inspection (See Photo 14 in Appendix A).

Minor debris build-up is present at the upstream spillway (See Photo 15 in Appendix A) and at the downstream outfall (See Photo 16 in Appendix A).

2.3.3 Culverts (Item 62)

2.3.3.1 Columns

As detailed in the 2015 and 2017 inspection reports, the interior columns have minor scaling at the bottom. Garver's site visit did not reveal any major structural deficiencies with the columns.

2.3.3.2 Culvert Slabs & Walls

As detailed in the 2015 and 2017 inspection reports, there are minor vertical and horizontal hairline cracks with efflorescence in the culvert walls and slabs which are common in culverts of this age. Garver's site visit confirmed these cracks (See Photos 17 and 18 in Appendix A) and did not reveal any major structural deterioration.

2.3.3.3 Culvert Headwall & Wingwalls

As detailed in the 2015 and 2017 inspection reports, the west headwall has minor impact spalls. The east headwall has a minor vertical crack. Garver's site visit did not reveal any major structural deficiencies with the wingwalls and headwall.

2.3.4 Approaches (Item 65)

Concrete pavement approaches exist at the bridge class culvert ends. As detailed in the 2015 and 2017 inspection reports, there is minor cracking and light wearing of the pavement. Garver's site visit confirmed these conditions but did not observe any structural concerns for the integrity of the bridge class culvert itself. The sidewalk at the south approach has a gap of about 2 inches from the back of curb (see Photo 8 in Appendix A). This gap closes as the sidewalk continues north. It does not appear that the embankment walls and pedestrian rail adjacent to the sidewalk are moving to cause this separation; rather it appears the sidewalk was not constructed to its full width at this location. No structural concerns exist with the sidewalk separation; however, it may provide a tripping hazard for pedestrians.

2.3.5 Asbestos and Lead Paint

No asbestos or lead paint testing was performed for this Condition Study.





2.3.6 Utilities

Electrical conduit for lighting runs through the pedestrian rail to light poles mounted to the top of the rail. Other utilities running under the culvert include: two 8-inch sanitary sewer lines, one 12-inch waterline, and one 54-inch waterline.

2.4 Load Rating

Below are the condition ratings reported in the 2017 routine bridge inspection report.

- Channel Rating (Item 61): 7
- Culverts Rating (Item 62): 7
- Approaches (Item 65): 7

Our inspection findings indicate that none of the principal structural elements have a condition rating below a value of "5". This indicates that the bridge elements, in their current state, continue to maintain structural capacity equivalent to the original design. Therefore, new load rating calculations for this structure are not required. The assumed load ratings provided in the 2015 and 2017 inspection reports were most likely made without access to the Record Drawings. The corrected Inventory and Operating Ratings shown below are based on the Record Drawing design.

- Inventory Rating: HS-20 (Assigned per Record Drawings)
- Operating Rating: HS-33.4 (Assigned per Record Drawings)



3.0 Recommended Repairs, Maintenance & Improvements

Based on the 2015 and 2017 inspection reports and Garver's site visit, the structure condition is best described as "good".

Only minor (non-critical/urgent) deficiencies were found during the site inspection. These include hairline cracks in various elements, moderate scour with dislodged concrete riprap, and minor debris.

End treatment of the north end of the pedestrian rail is not required; however, safety improvements for slope protection are provided in this study for the Town's consideration.

3.1 Follow-up Action

3.1.1 Repair: Concrete Cracking

No repairs are necessary or recommended at this time for the minor cracks overserved. Routine inspection will continue to monitor the concrete elements and elevate the need for repairs should advanced distress be observed.

3.1.2 Repair: Scour & Undermining

Garver recommends removing the dislodged concrete riprap at the downstream end of the bridge class culvert. New riprap in the form of concrete apron, stone protection, or a combination of the two should be constructed with a key into the existing channel to protect against further scour and undermining of the wingwalls and toewall. A hydraulic analysis should be performed to determine the outfall velocities so that the riprap can be sized appropriately. The progression of the scour since 2015 and 2017, based on photos in the inspection reports, has not worsened appreciably, and repair is not urgent. However, the condition of the channel banks and erosion should be monitored with routine inspections to determine if immediate action is needed.

3.1.3 Maintenance: Minor Debris Removal

The debris at the upstream spillway and at the downstream wingwalls should be cleared to provide a clear path for hydraulic flow.

3.1.4 Improvement: Provide Slope Protection at North End of Pedestrian Rail

The end of the pedestrian rail at the intersection of Winnwood Road and Belt Line has no end treatment and retention pond slopes are not protected with any means to keep errant vehicles from exiting the roadway and continuing down the slopes to the retention pond. The slopes are outside of the minimum clear zone for a curbed section, however Garver recommends extending the pedestrian rail on its own independent foundation (spread footing or grade beam) and wrapping around to the west along the sidewalk adjacent to Belt Line. This recommendation is not necessary or urgent but would provide additional safety for the traveling public.



APPENDIX A

Site Visit Photos





Photo 1: Upstream Looking West



Photo 2: Upstream Looking Northeast



Photo 3: Downstream Looking West



Photo 4: Downstream Looking East





Photo 5: Roadway Looking North



Photo 6: Roadway Looking South



Photo 7: Rail End



Photo 8: Sidewalk Joint



Photo 9: Upstream Channel Banks (North)



Photo 10: Upstream Channel Banks (South)



Photo 11: Downstream Channel Banks (North)



Photo 12: Downstream Channel Banks (South)



Photo 13: Scour and Undermining



Photo 14: Dislodged Riprap



Photo 15: Spillway Debris



Photo 16: Downstream Debris



Photo 17: Vertical Crack in Wall With Efflorescence Build-Up



Photo 18: Transverse Crack in Top Slab with Efflorescence



Photo 19: Wingwall and Headwall



Photo 20: Culvert Columns at Spillway



BRIDGE ROADWAY LOOKING NORTH



BRIDGE ELEVATION LOOKING NORTHWEST

Feature Carried: WINNWOOD RD

Feature Crossed: WHITE ROCK CREEK TRIB

District No.	County No.	Control-Section	Structure No.	Date
18	057	P001-50	001	07/14/2015

AIA Engineers, LTD. Houston, Texas

Dallas District



UPSTREAM VIEW FROM BRIDGE LOOKING WEST



DOWNSTREAM VIEW FROM BRIDGE LOOKING EAST

Feature Carried: WINNWOOD RD

Feature Crossed: WHITE ROCK CREEK TRIB

District No.	County No.	Control-Section	Structure No.	Date
18	057	P001-50	001	07/14/2015

AIA Engineers, LTD. Houston, Texas

Dallas District



STREAM VIEW LOOKING EAST

Feature Carried: WINNWOOD RD

Feature Crossed: WHITE ROCK CREEK TRIB

District No.	County No.	Control-Section	Structure No.	Date
18	057	P001-50	001	07/14/2015

AIA Engineers, LTD. Houston, Texas

Dallas District



ROADWAY VIEW

Looking North



SIDE VIEW

Looking West

Dallas County

Bridge No.: P001-50-001

Date: May 23, 2017

LMB Engineering, Inc. (F-3456)



STREAM
UNDER BRIDGE

Looking West

Dallas County

Bridge No.: P001-50-001

Date: May 23, 2017

LMB Engineering, Inc. (F-3456)



UPSTREAM
CHANNEL

Looking West



DOWNSTREAM
CHANNEL

Looking East

Dallas County

Bridge No.: P001-50-001

Date: May 23, 2017

LMB Engineering, Inc. (F-3456)



Council Meeting

8.

Meeting Date: 01/12/2021

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management
Excellence in Transportation Systems

AGENDA CAPTION:

Consider Action on a **Resolution Approving the Master Agreement Between the Town of Addison and Dallas County for the Governance of the Major Capital Improvement Program and Authorizing the City Manager to Execute the Agreement.**

BACKGROUND:

Since 2002, the Town of Addison and Dallas County have executed agreements for transportation improvements in Addison as part of the Major Capital Improvement Program (MCIP). The MCIP is a program whereby Dallas County assists communities in funding infrastructure improvement projects that will improve the capacity and safety of regional roadways and multi-modal pathways within the County. The current agreement was executed in 2012 and will begin to phase out in May 2021.

This item would approve the Master Services Agreement between the Town and Dallas County and authorize the City Manager to execute a Master Agreement with Dallas County for transportation improvements in Addison under the MCIP. This agreement will also allow the Town to enter into subsequent Project Specific Agreements with Dallas County.

Execution of the updated agreement is a requirement for eligibility under the MCIP. Upcoming projects that have been identified and recommended for \$5.25M in funds under the MCIP are the Airport Parkway, Keller Springs Road, and Montfort Drive bond projects.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Master Agreement for Dallas Major Capital Improvement Program

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE MASTER AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY, TEXAS FOR THE GOVERNANCE OF THE MAJOR CAPITAL IMPROVEMENT PROGRAM, 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 Master Agreement between the Town of Addison and Dallas County, Texas for the governance of the Major Capital Improvement Program, 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 **12th** day of **JANUARY 2021**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM

THIS MASTER AGREEMENT is made by and between the City/Town of _____, Texas, hereinafter ("City") or ("Town"), and Dallas County, hereinafter ("County"), acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter ("Master Agreement") for the purpose of transportation improvements on roads inside Dallas County that are in the Dallas County Mobility Plan, hereinafter ("Mobility Plan").

WITNESSETH

WHEREAS, pursuant to Court Order _____, dated _____, County Commissioners Court approved participation in Transportation Major Capital Improvement Program ("MCIP") within the cities and towns inside Dallas County; and

WHEREAS, the approved MCIP project lists and MCIP funding commitment amounts may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by City/Town and County for the mutual consideration stated herein:

ARTICLE I. DEFINITIONS

The following definitions are incorporated into this agreement for all purposes.

- A. **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the Master Agreement.
- B. **AMENITY** shall mean Project features not included in the Standard Basic Project Design including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the Standard Basic Project Design or any increase in capacity in excess of County determined requirements based on anticipated future traffic flow.
- C. **CITY/TOWN** shall mean the City/Town of _____, Dallas County, Texas.
- D. **CONTEXT SENSITIVE SOLUTIONS ("CSS")** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process. It is the intent of the Dallas County Public Works Department to

use the essential elements of CSS in all approaches to deliver the project. Some projects will dictate a very intense use of CSS, while others will only use a few of the elements, but the County will always consider CSS.

- E. **COUNTY** shall mean County of Dallas, State of Texas.
- F. **DIRECT PROJECT and PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment, and construction. Direct Cost does not include the City/Town or the County's general overhead.
- G. **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this Master Agreement to become effective.
- H. **FIVE PHASE PROJECT DELIVERY SYSTEM** shall mean the process for delivering a project from conception to completion as detailed in Attachment A, Project Management Practices Manual ("Practices Manual" or "Attachment A"), which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. This Master Agreement references the most current edition of the Practices Manual. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the city/town on an as-needed basis during the term of this Master Agreement. The five phases of the project delivery system are planning, design, right-of-way, utility clearance, and construction.
- I. **FUNDING AGREEMENT ("FA")** shall mean the agreement between the County and a City/Town to establish a preliminary proposed budget for a project, including the required funding match from the City/Town in an amount equal to or greater than County MCIP funding commitment. As design is completed and the engineering estimate is refined, the Funding Agreement ("FA") shall be incorporated into the Project Specific Agreement ("PSA"). A FA and/or PSA is necessary before beginning engineering design.
- J. **INDIRECT COSTS** shall mean those costs that benefit more than one project and cannot be readily identified with a particular final project or program cost objective. Their precise benefits to a specific project are often difficult or impossible to trace.
- K. **IN-HOUSE PROJECT DELIVERY COSTS ("IHPD")** shall mean all costs associated with the development of the Major Capital Improvement Program (MCIP) "Call for Projects", selection of projects, scoping of projects, project design, property acquisition and construction of projects. Cost Accounting shall include but is not limited to employee time reimbursement, materials, equipment, and other expenditures necessary for the management and continuation of the MCIP.
- L. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between City/Town and County in accordance with the Texas Government Code, Chapter 791.
- M. **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction unless otherwise designated.

- N. **MASTER AGREEMENT** (“MA”) shall mean this document including all incorporated documents, attachments, and exhibits.
- O. **MEMORANDUM OF AGREEMENT** (“MOA”) shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- P. **MEMORANDUM OF UNDERSTANDING** (“MOU”) shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- Q. **MULTI-MODAL CONNECTIVITY IMPROVEMENTS** shall mean projects which comply with the concepts in the Moving Ahead for Progress in the 21st Century Act (“MAP-21”), any supplements and/or amendments thereto, or any future federal transportation acts which increase safety, accessibility, flexibility, efficiency, and enhance the integration and connectivity of the transportation system, across and between modes throughout the County for motorized and non-motorized users.
- R. **ORPHAN ROADS** shall mean all or part of a street or road right-of-way, which are outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been “orphaned” by the abutting City/Town (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights of way.
- S. **PARCEL OR PARCELS** shall mean those portions or part of land and improvements located either wholly or partially thereon, identified by County, City/Town or other stakeholder as required for right-of-way requirements of the Project. Such right-of-way shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.
- T. **PRELIMINARY CONCEPT CHARRETTE** (“PCC”) shall have the same meanings and purposes as the Preliminary Design Charrette, but be conducted very early in the design start, before substantial design is underway. The conditions for which a PCC is appropriate will be determined by the lead agency. Use of CSS will usually mean that a PCC will be conducted, since its use fits perfectly into CSS concepts. Other conditions encountered may dictate the use of a PCC, such as poor soils, presence of unconsolidated solid waste dumps, innovative integration of master planning with project delivery, unusual right-of-way (“ROW”) challenges, budgetary constraints (thus calling for significant Value Engineering efforts), etc. The results of properly using a PCC will be that early consensus will be achieved on a basic approach to the project design and construction, thus avoiding wasted design funding and loss of momentum for project delivery.
- U. **PRELIMINARY DESIGN CHARRETTE** (“PDC”) shall mean meetings of representatives of independent engineers and stakeholders of the contracting parties of the project for the purpose of discussing feasible design alternatives, forging consensus for the selected alternative, and includes entering into a MOA, MOU, FA, and/or a PSA for the overall estimate, alignment, and scope of the project. The PDC will be scheduled when the preliminary design is complete or near completion. This means horizontal and vertical alignment alternatives have been designed, ROW requirements are at least approximately known for each alternative, and the design is 40% to 60% complete. The result of a PDC that is conducted with all the stakeholders present is that it may help assure the project is able to

overcome any challenges with design completion, ROW acquisition, utility design and relocation, and finally, road construction.

- V. **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Participant coordination and timely project delivery. There will be only one Project Manager assigned to a Project.
- W. **PROJECT PARTICIPANTS/TEAM** shall mean independent representatives from the County, City/Town, and other stakeholders of the contracting parties as may be mutually agreed upon by the County, City/Town, and stakeholders or otherwise with responsibility for delivering the completed Project.
- X. **PROJECT(S)** shall mean the proposed thoroughfare and multi-modal connectivity improvements approved by the Commissioners Court for inclusion in the Transportation MCIP and approved by the City/Town.
- Y. **PROJECT DURATION** shall mean the active life of the Project. Project shall commence with the application for a Project by the City/Town and approval by the Dallas County Commissioners Court. The Project shall be considered complete when construction has been fully completed and the maintenance period has expired or the Project has been terminated in accordance with Article IV of this Master Agreement.
- Z. **PROJECT SPECIFIC AGREEMENT (“PSA”)** shall mean a written agreement subsequent to this Master Agreement, which is entered into to establish the contractual rights and responsibilities of the City/Town and County as it relates to a particular Project. A PSA supersedes a MOA, MOU or FA.
- AA. **RIGHT - OF WAY- (“ROW”)** is a strip of land that is granted, through a ROW deed, an easement or other mechanism, for the Project. ROW shall mean that real property or property interest identified by the County or the City/Town, as necessary for the construction of the Project which shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.
- BB. **SCOPING SHEETS** will be attached to PSA’s involving construction. Scoping sheets may be attached to PSA’s involving a study or design. These sheets will set forth the design criteria to be used for the Project, including the alignment, appropriate specifications, typical section and other parameters of the Project. As project goals and needs are more clearly defined, the Scoping Sheets shall be updated and revised by the Project Manager to reflect current construction goals.
- CC. **SMALL WATERSHED DAM** shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture (“USDA”) Natural Resources Conservation Service (“NRCS”), formerly named the Soil Conservation Service (“SCS”), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.
- DD. **STANDARD BASIC PROJECT DESIGN** shall mean the standard County-approved City/Town criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding road or street amenities, or such design criteria as may be agreed upon by the contracting parties and listed in a Project’s Scoping Sheets.

- EE. **TxDOT** shall mean the Texas Department of Transportation.
- FF. **UTILITIES** shall mean each City/Town utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or federal law or agreement between the entity and the City/Town, County, or State of Texas.
- GG. **UTILITY, CITY/TOWN**, also known as **CITY/TOWN UTILITY** shall mean those utilities that are owned or operated by the City/Town, which requires relocation or adjustment for the purpose of the construction of the Project as identified by Project plans.
- HH. **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all Utilities located within the limits of any governmental entity.
- II. **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all Utilities, excluding City/Town Utilities, whose facilities are located within a private easement.
- JJ. **UTILITY BETTERMENT** shall mean any increase in the capacity of any Utility’s Facility adjusted or relocated as a part of the Project as compared to the existing Facility, or any upgrading of the Utility’s Facility above the standard practices, devices or materials, specified by the Utility and customarily used by the City/Town or Utility on Projects solely financed by the City/Town or Utility. Provided, however, that any adjustments necessary to successfully accomplish the Project shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by the City/Town or Utility. This meaning shall apply to utilities that are part of the Project as well as the standard basic street components (See “STANDARD BASIC PROJECT DESIGN”).

ARTICLE II. PERIOD OF THE AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The “Effective Date”). This Master Agreement shall expire ten (10) years from the Effective Date unless terminated in accordance with Article IV of this Maser Agreement.

ARTICLE III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the City/Town and County. Any amendment must be in writing and approved by the parties’ respective governing bodies through either a Court Order from Commissioners Court or a City/Town Council Resolution.

ARTICLE IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 - 1. By expiration of the term of the agreement.

2. By either party, by providing written notice of termination pursuant to Article XIX, Paragraph I. of this Master Agreement establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Master Agreement and/or any original, supplemental and/or any amended MOA, MOU, FA, and/or PSA or the failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
 3. By either party for any reason with ninety (90) days written notice to the other party pursuant to Article XIX, Paragraph I. of this Master Agreement.
- b. Should either party terminate this Master Agreement as herein provided, all existing, fully executed original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA made under this Master Agreement shall not be terminated and shall automatically incorporate all the provisions of this Master Agreement.
 - c. In the event that any original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA is terminated prior to completion of the Project, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The Lead Agency, to the extent permitted, may terminate all Project contracts, unless written notice is given by either party to the other of its intent to complete the Project, and prepare a final accounting for the Project.
 - d. If the Project is terminated by the City/Town prior to the award of any construction contract and the Project is located within the City/Town limits, City/Town shall pay to the County the full amount expended by the County on the Project and the County shall transfer to the City/Town its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the Project. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
 - e. Once the construction contract has been awarded by the governing body of the Lead Agency, the PSA for that Project cannot be terminated until completion of the construction.
 - f. In the event that a Project is terminated prior to the award of the construction contract, either party may, upon written notice pursuant to Article XIX, Paragraph I. of this Master Agreement, take over the Project and prosecute the work to completion by contract or otherwise at its sole cost and expense. In the event that the party completing the work is not the Lead Agency, it is agreed that the Project Manager will furnish to the Completing Party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by Completing Party in either printed or electronic format or both. The Lead Agency agrees to cooperate with the Completing Party. The Lead Agency will use its best efforts to transfer to the Completing Party all contracts. Obligations under such contracts shall become the sole obligation of the Completing Party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing Party hereby releases the Lead Agency from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. Lead Agency shall exercise its best efforts to ensure a transition of services without interruption.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

- g. In the event that no FA is approved within five (5) years of Commissioners Court approval of County MCIP funding commitment, then the County in its sole discretion, can reallocate the County MCIP funding commitment.
- h. In the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- i. In the event that the City/Town enters into a PSA with the County, if the Project has not been completed within ten (10) years from the date of Commissioners Court approval of the original PSA, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- j. Provisions b through j of this Article IV, Section A shall survive the termination of this Master Agreement and any MOA, MOU, FA, and/or PSA and shall be a continuing obligation until the transition of services, all payments made and the Projects are complete. All items listed or required in this provision shall be furnished by Lead Agency to Completing Party without additional cost or expense to completing party.

B. FORCE MAJEURE:

Neither County nor City/Town shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACT AND OMISSIONS

County and City/Town agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any sovereign or governmental immunity available to either County or City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned

comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including sovereign or governmental immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. LEAD AGENCY

- A. Lead Agency shall be that entity which is responsible for the Project from conception through to completion of construction. City/Town and County may choose for the County to manage the Project through design and construction and for the City/Town to acquire ROW.
- B. In the event that the City/Town is the Lead Agency the City/Town shall:
 - a. Provide project management and leadership from Project selection to construction completion following the 5 Phase Project Delivery System as detailed in Attachment A to this Master Agreement, which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the city/town on an as-needed basis during the term of this Master Agreement;
 - b. Lead Agency shall be responsible for hosting the Preliminary Concept Charrettes and or Preliminary Design Charrettes and Neighborhood Public Workshops;
 - c. Acquire ROW necessary for the Project;
 - d. Enter into or obtain whatever agreements or permits necessary for Project completion;
 - e. Provide County with the opportunity for significant input in plan development and periodic progress reviews; and
 - f. Provide records for periodic auditing for either financial accounting or engineering accounting or both.
- C. For City/Town-led projects in which the City/Town is considering to specify transportation infrastructure elements exceeding the Standard Basic Project Design criteria, County funding will only be eligible to the Standard Basic Project Design criteria unless the City/Town and County have arrived at a mutual agreement through involvement of the County during the initial design phases, including the Design Kick-off Meeting and as necessary, the Preliminary Concept Charrette and Preliminary Design Charrette meetings.

ARTICLE VII. CITY/TOWN AGREES AS FOLLOWS:

- A. To execute, within five (5) years of Commissioners Court approval of funding commitment, the necessary agreements with the County for the implementation of design and construction of the Projects mutually agreed upon and incorporated herein by reference with a PSA. Without at least a FA within five (5) years of Commissioners Court approval of the funding commitment, the County in its sole discretion can reallocate the funding commitment.

- B. City/Town agrees not to allow more than five (5) years to transpire after a completed phase without any activity on subsequent approved phases, in the event that the Project is being completed in phases. If more than five (5) years transpire after a completed phase without any activity on subsequent approved phases, the County in its sole discretion, can reallocate the remaining County MCIP funding.
- C. City/Town agrees to complete the Project within ten (10) years from the date of Commissioners Court approval of the PSA. If more than ten (10) years transpire, the County in its sole discretion can reallocate the remaining County MCIP funding.
- D. To provide City/Town Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet MCIP Project funding for each milestone as specified herein in the Master Agreement or in the FA and/or PSA.
- E. The County in its sole discretion can require the City/Town to provide a plan to address outstanding issues before entering into necessary agreements for the Project to proceed.
- F. City/Town agrees to share the funding of each Project with County on an equal share basis of 50%/50% or an otherwise agreed cost sharing arrangement as specified in a FA and/or PSA with the following exclusions:
 - a. City/Town shall bear the entire cost of:
 - 1. City/Town owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
 - 2. Amenities including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the Standard Basic Project Design;
 - 3. Utility Betterments;
 - 4. Direct costs of City/Town which is fulfilling the role of Lead Agency, shall be totally funded by City/Town unless supported by a detailed hourly accounting system equal to County's accounting system; and
 - 5. City/Town Indirect Costs.
- G. After the City/Town and County enter into a MOA, MOU, FA and/or PSA, regarding the Project's concepts, design elements and limits by the County and City/Town at the PDC, the City/Town agrees to acquire ROW required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required ROW. City/Town agrees to fund ROW not acquired, but reasonably expected to be acquired. City/Town also agrees to fund the removal of improvements that are encroachments within existing or proposed ROW areas.
- H. In the event of any proposed use of the Project ROW that will conflict with the proposed Project and City/Town is unable to obtain such ROW as described above, City/Town shall notify County of such conflict. County and City/Town shall determine if the acquisition of the conflicting parcel would be in the best interest of the Project. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

- I. City/Town hereby grants the County authority to enter into eminent domain proceedings within the City/Town limits on each specific ROW alignment and/or project as approved by the City/Town and County.
- J. To require all Utilities located within or using the present public ROW on all designated transportation projects within City's/Town's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation project. City/Town Utilities shall be relocated or adjusted at no cost to County except as may be specifically set forth in this Master Agreement.
- K. City/Town agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize costs and minimize delays of the Project. Additional Project costs caused or contributed to by the City/Town ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by the City/Town.
- L. City/Town shall require the adjustment and/or relocation of Utilities to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent Project schedule delays. Notwithstanding anything contained herein to the contrary, all Utilities shall be adjusted or relocated and the ROW clear for construction not later than thirty (30) days prior to the award of the construction contract. City/Town will notify the County and other stakeholders when utility conflicts would impact progress of the Project's completion. County and City/Town agree to work with all stakeholders to solve the problem; which includes engaging elected officials in the problem's resolution to prevent delays in the commencement or prosecution of construction on the Project.
- M. Where planned roadway improvements (including, but not limited to storm drainage,) are in conflict with City/Town owned water and sanitary sewer systems, that could otherwise remain in place, the actual costs of the necessary adjustment of City/Town water and sewer utilities shall be pro rated at the overall percentage agreed to by City/Town and County for cost sharing. City/Town shall be responsible for funding one hundred percent (100%) of any Betterment; as well as 100% of any relocation that is caused by City/Town installation during the Project Duration. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public ROW shall be the responsibility of the Utility Owner or of the City/Town Utility. Any Project delay or other damages caused by City/Town or the Utility's failure to timely relocate or adjust the facility shall be at the entire cost of City/Town.
- N. To provide for continuing surveillance and control of ROW to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the existing or proposed ROW. In the event that the aforementioned features are allowed by City/Town to encroach on necessary ROW during the duration of the project, City/Town shall bear the entire cost of removal or relocation of said encroachment.
- O. To provide to County for County's or County's designee's use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by County to be required for the completion of the Project. Additionally, City/Town shall furnish County, at no cost, such documents as necessary to keep all items previously furnished to County current.
- P. To actively participate and provide authorized representation with decision-making power at the PCC and/or the PDC, preconstruction meeting, and project meetings, which are necessary to Project development and completion.

- Q. City/Town agrees to provide timely review of interim submittals. “Timely review” will be agreed upon during the PCC and/or PDC as a part of the Project schedule. City/Town further agree that if no review notes are submitted by the City/Town in writing to the County in a timely basis, plans are approved as submitted.
- R. When City/Town is Lead Agency, City/Town agrees to allow forty-five (45) days for County review of submittals and that any of the County’s comments shall be incorporated into the final document.
- S. City/Town agrees that it will pay all additional Project cost for any City/Town requested discretionary change, including, but not limited to Amenities and Utility Betterments, in or in addition to the design or construction of the Project subsequent to the City/Town’s opportunity to review the sixty five percent (65%) design plans.
- T. Provide at City’s/Town’s cost for the continuing maintenance of all the Project ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- U. During the construction of the Project and after completion of the Project, City/Town will be responsible for the control, operation, police enforcement and/or emergency services, without cost or contribution from the County.
- V. After the completion of a Project and the maintenance period, the City/Town will be responsible for all future maintenance without cost or contribution from the County.
- W. City/Town shall bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the Standard Basic Project Design and other amenities specified or requested by the City/Town in excess of the Standard Basic Project Design.
- X. It is the intent of this Master Agreement that the County will be the Lead Agency. In the event that the City/Town and County agree in writing that the City/Town will manage and administer one or more projects, the City/Town and the County will enter into a FA and/or PSA as to that project(s). In such instance, the City/Town agrees to assume all Lead Agency responsibilities except as may be determined by mutual agreement and set forth in the FA and/or PSA.

ARTICLE VIII. UTILITY IMPACTS.

- A. In cases where a Utility is located in a Privately Owned ROW, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated Project, the County (or City/Town if acting as the Lead Agency) will, after submission by the utility company of ROW documentation and cost estimates acceptable to the City/Town, County and other stakeholders, assign the actual costs for the relocation and/or adjustment of said utility to the Project.
- B. In cases where a Utility in Public ROW, excluding City/Town Utilities, occupies any portion of the Project ROW by Texas or federal law or by agreement with the City/Town that allows or permits the City/Town to cause the relocation of the utility for the construction of the Project, the City/Town shall timely require and enforce the relocation or adjustment requirement at no cost to the Project. In the event that the City/Town has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. City/Town shall take all steps necessary to ensure that such relocation or adjustment shall not conflict with or delay the Project schedule.

ARTICLE IX. COUNTY AGREES AS FOLLOWS:

- A. To provide, as a Project Cost, preliminary engineering which will define project details, e.g., location, scope of work and specific right-of-way alignment for each improvement. Such preliminary engineering shall be submitted to the City/Town for approval, prior to proceeding with the final design and any right-of-way acquisition.
- B. To provide, as a Project Cost, for the construction of transportation improvements based upon design criteria conforming to Standard Basic Project Design in conformity with applicable City ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of City/Town standards and/or design criteria shall require prior approval of the City/Town. Where City/Town standards do not exist, TxDOT standards as of the Effective Date of this Master Agreement shall be utilized unless otherwise mutually agreed to by the parties in the FA and/or PSA.
- C. To actively participate and provide authorized representation at the PCC and/or the PDC, preconstruction meetings, and Project meetings, which are necessary to project development through project completion.
- D. To provide project management of each Project where the County is Lead Agency from commencement to completion of construction. City and County may agree to redefine project management roles as beneficial to the Project as defined in the MOA, MOU, FA, and/or PSA, and/or supplemental and/or amended agreements.
- E. Upon receipt of written request detailing the information requested, to provide information related to the Project to the City/Town or the City /Town's designee at no cost to the City/Town.
- F. County agrees to provide review of interim submittals within forty-five (45) days of receipt, and hereby agrees that if no review notes are submitted by the County (if City/Town is filling the role as Project Manager) in writing to the City/Town within that time period, plans are to be approved as submitted.
- G. To submit final engineering plans for review and written approval by the City/Town forty-five (45) days prior to submitting documents to the County Purchasing Department for advertising the project for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional ROW, on designated projects, in accordance with minimum standard requirements and utilizing existing public ROW to the maximum extent possible as a Project cost.
- I. To require all contractors to secure all necessary permits required by the City/Town on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of the City/Town within twelve (12) months upon completion and acceptance of the transportation improvement Project.
- K. To transfer the real property or property interest acquired by the County and used for the Project to the City/Town.
- L. In the event the County and the City/Town agree in writing that the City/Town will be the Lead Agency for the agreed upon Project, the County will reimburse the City/Town for agreed costs as detailed in Article XII. (Funding) in this Master Agreement in an amount not to exceed the Project cost as approved by Dallas County Commissioners Court and incorporated in the FA and/or PSA.

All County payments shall be in accordance with Texas law and County policies and procedures as may be mutually agreed to by the parties and incorporated by reference in a FA and/or PSA.

**ARTICLE X. PRELIMINARY DESIGN CHARRETTE (PDC), PRELIMINARY
CONCEPT CHARRETTE (PCC)**

- A. City/Town and County, as specified in Articles VII, IX, and X of this Master Agreement, respectively, will designate officials or representatives to participate in a PCC and/or PDC to be conducted on a mutually agreed to date and location. At least part of this meeting will be conducted on the Project site.
- B. Results from the PCC will identify the general project scope, the basic approach and concepts to be taken with the project, the elements of CSS that will be included, and some ideas for alignments alternatives. The Lead agency will already have been determined, as well as the project administration and management roles, which include the Project Manager. Key project participants shall be introduced to stakeholders at the PCC and or PDC. Results from the PDC will identify the preferred alignment of the project, and provide all stakeholders a commitment for project delivery schedules and project budgets.

ARTICLE XI. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

ARTICLE XII. FUNDING

- A. City/Town and County mutually agree to proportionately fund the Direct Project and Program costs as agreed by the parties in a FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the County shall bear fifty percent (50%) of the total Direct Project and Program costs

excluding the Amenities, relocation or adjustment of City/Town Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, FA, and/or PSA. County shall not be responsible for any amount of funding in excess of the Project not-to-exceed amount as shown in the FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the City/Town shall bear fifty percent (50%) of all Direct Project and Program costs. In addition, the City/Town agrees to fund all other City/Town cost as provided herein, including, but not limited to, Amenities, relocation or adjustment of City/Town Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system, and other items as specified in this Master Agreement, FA, and/or PSA.

- B. Unless otherwise stated in a FA and/or PSA, the milestones for each project shall be (1) preliminary and primary design (2) ROW acquisition and utility relocation or adjustment and (3) construction. The Lead Agency shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to ensure that the Lead Agency will have sufficient funding available from current revenue for the timely payment of Project milestone costs. The Lead Agency may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein in this Master Agreement or in any FA and/or PSA, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the Project cost.
- C. In the event that the cost of the Project shall exceed the not-to-exceed amount, City/Town and County agree to either reduce the scope of construction or seek additional funding to complete the Project at the agreed upon cost share percentages. At the termination of the Project, the Lead Agency will do a final cost accounting of the Project. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the Lead Agency will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If the City/Town elects to manage the Project, the County will reimburse the City/Town based on invoices for actual costs expended as supported by documentation approved by the County Auditor. Any and all supporting documentation required by the County Auditor shall be included with the invoice from the City/Town.
- E. After approval by the County's Commissioners Court and the City/Town's City/Town Council, and after the execution of an FA and/or PSA, the City/Town shall escrow an amount adequate for estimated Project costs, which the County may use to pay for professional services, which include, but are not limited to scoping, preliminary design, and primary design.
- F. City/Town and County shall enter into a FA to establish funding commitments for both parties as required for each project within at least five (5) years of project selection unless the County and City decide to enter directly into a PSA. If the City/Town agree the Project is to be completed in phases, no more than five (5) years may transpire after a completed phase without any activity on subsequent approved phases.

- G. If the City/Town and County agree to enter into a PSA without first entering into a FA, the City/Town shall enter into a PSA with the County and complete the Project within ten (10) years or less.
- H. Suggested timeframes for FA's, PSA's, and/or any supplements and/or amendments thereto are:
- a. As soon as the project is accepted by Commissioners Court and as a result of the Kick-off meeting, a FA to establish the Lead Agency for preliminary engineering and general funding responsibilities and procedures for reimbursement by the Participating Agency; or
 - b. For a PSA, when the preliminary engineering plans are at sixty percent (60%) complete, providing specific details on project scope to enter into a PSA; or
 - c. After construction bids are opened, amend the PSA as needed.

ARTICLE XIII. NO THIRD PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Master Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City/Town and the County. Nothing contained in this Master Agreement shall give or allow any claim or right of action whatsoever to any other person or entity. The terms and provisions of this Master Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City/Town and the County that any entity or person other than the City/Town or the County receiving services or benefits under this Master Agreement shall be deemed an incidental beneficiary only. This Master Agreement is intended only to set forth the contractual right and responsibilities of the parties hereto.

ARTICLE XIV. RIGHT OF ENTRY

The City/Town agrees that the County shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. The City/Town agrees to furnish such police or other City/Town personnel as requested by the County for traffic control or other public safety matters at no cost to the Project or the County.

ARTICLE XV. LIST OF PROJECTS

City/Town agrees that it has been furnished with a list of the potential Projects as approved by the Dallas County Commissioners Court, subject to the agreement between the parties in a MOA, MOU, FA and/or PSA. City/Town stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential project location and describes the type of project in sufficient detail that the City/Town is fully aware of the location and type of projects being considered.

ARTICLE XVI. REALLOCATION OF COUNTY MCIP FUNDING

The County in its sole discretion has the ability to reallocate County MCIP funding away from the City/Town's Project if the City/Town has not entered into a FA confirming the City/Town funding match within five (5) years from Commissioners Court approval of the funding commitment. The County in its sole discretion has the ability to reallocate the remaining County MCIP funding in the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases. The County, in its sole discretion, also has the ability to reallocate the remaining County MCIP funding away from the

City/Town's Project if the City/Town has not completed the Regional Transportation milestone within ten (10) years.

ARTICLE XVII. ORPHAN ROAD POLICY

- A. The County encourages all cities adjacent to orphan roads in the county to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- B. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for funding in the County's Major Capital Improvement Program ("MCIP"). Such preference may also be given in approving projects for road and bridge district participation (Type "B" work).
- C. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City's election not to pursue annexation.
- D. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to regional thoroughfare plan designation and City cost participation).
- E. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- F. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- G. The County Director of Public Works shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works by the cities as required by Texas Local Government Code, Section 242.001(c).
- H. The provisions of this Article XVII of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 6-27-2006, 8-10-2020).

ARTICLE XVIII. SMALL WATERSHED DAMS

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city/town abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in MCIP projects in a City/Town that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City/Town's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City/Town's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XVIII shall survive the termination of this Master Agreement.

ARTICLE XIX. MISCELLANEOUS GENERAL PROVISIONS

A. **Applicable Law/Venue.** This Master Agreement and all matters pertinent thereto shall be governed by and enforced in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City/Town shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City/Town's sovereign and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If one or more of the provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.

E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, the City/Town agrees to timely comply therewith without additional cost or expense to the County.

F. **Headings.** The headings and titles, which are used following the roman numeral of each paragraph are only for convenience in locating various provisions of this Master Agreement and shall not be deemed to affect the interpretation or construction of such provisions.

G. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

H. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. **Notice.** Any notice provided for in this Master Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, via certified mail, return receipt requested, or via registered mail, and addressed as follows:

County: County of Dallas
Director of Public Works
Dallas County
Administration Building
411 Elm Street, Fourth Floor
Dallas, Texas 75202-3389

To City/Town: City/Town of _____
Name
Title
Address
Town/City, Zip Code

Either party may change its address for notice by giving the other party written notice thereof.

J. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.

K. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.

L. **Amendment.** This Master Agreement may not be amended except in a written instrument specifically referring to this Master Agreement and signed by the parties hereto.

M. **Effective Date.** This Master Agreement shall commence on the Effective Date. The Effective Date of this Master Agreement shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

N. **Contingent.** This Master Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City/Town Council.

O. **No Joint Enterprise/Venture.** City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.

The City/Town of _____, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Resolution _____, Minutes _____ dated the ____ day of _____, 20__.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 20__.

(the remainder of this page intentionally left blank)

(signatures appear on the following page)

CITY/TOWN OF _____

COUNTY OF DALLAS

BY _____

BY _____
Clay Lewis Jenkins, County Judge

TITLE _____

DATE _____

DATE _____

ATTEST _____
CITY SECRETARY \ ATTORNEY

APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY

BY _____
Jana Prigmore Ferguson
Assistant District Attorney

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT A



DEPARTMENT OF PUBLIC WORKS
411 ELM ST., 4TH FLOOR
DALLAS, TEXAS 75202

PROJECT MANAGEMENT PRACTICES MANUAL

5 PHASE PROJECT DELIVERY SYSTEM

2021



PREAMBLE

City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.

Nothing in this manual creates a joint enterprise/venture between the County and the City/Town. This manual is being included so that it could help encourage these protocols to be followed because it will assist in the efficiencies and thereby possibly help reduce monetary obligations and duration of the projects. These guidelines are strongly recommended to be followed in order to avoid potential cost-related and/or time delay issues.



INTRODUCTION



The purpose of this Dallas County Public Works Project Management Practices Manual (“Practices Manual”) is primarily to provide a standard practice guide on project management practices within the Dallas County Public Works (“DCPW”) department. It is meant to ensure that a standard approach is used by all Project Managers (“PMs”) and other project members in the delivery of County Major Capital Improvement Program (“MCIP”) funded transportation projects. The guidelines are meant to meet the requirements and intent of the American Public Works Association’s (“APWA”) publication entitled “The Public Works Management Practices Manual” (“the APWA Manual”). The APWA Manual contains recommended practice statements that describe the critical elements necessary for a full-service public works agency to accomplish its mission. The practice statements in the APWA Manual “call for the development and implementation of a policy or procedure in the form of a rule, regulation, written directive, or for the execution of an activity, report, procedure or other action.”

The resulting Practices Manual is intended to list a number of applicable recommended practice statements. Our basic methodology is a strong matrix approach, so that our PMs are assigned from the time a planning initiative becomes an approved project, to completion of the total project. We use the terminology found in the Project Management Institute’s “A Guide to the Project Management Body of Knowledge” (“PMBOK”). This includes the definition of a “Matrix Organization.” The definition is “any organization structure in which the project manager shares responsibility with the functional managers for assigning priorities and for directing the work of individuals assigned to the project.”

When we speak of a project participants/team, we are referring to a group led by an appointed DCPW Project Manager (“PM”) who has team members from throughout the four functional divisions of DCPW. These four divisions in DCPW are Transportation & Planning, Property Management & Utility Coordination, Engineering & Construction, and Program & Engineering Management. The PMs manage projects from cradle to completion without switching between functional divisions.

The intent of this Practices Manual is to provide an overview guide to project delivery practices, not an exhaustive “how to” manual. Greater detail on these and other Public Works practices can be found in the APWA Manual for more detailed instructions on the specific elements of project delivery. Our experience is that really thick manuals are not used as much as shorter guidelines that provide the boundaries of good practice and a standard approach on the essentials, with empowerment to individual PMs on the details of how they work to deliver their individual projects.

This Practices Manual can also serve as a guideline for the city/town to follow when the city/town is leading an MCIP project. Dallas County can provide input on the consultant selection process used by the city/town and the bidding process.



PHASE 1 -- PLANNING & PRELIMINARY DESIGN



STEP ONE, PROJECT DEFINITION



1. Dallas County Public Works, in conjunction with other Dallas County departments and with approval from Dallas County Commissioners Court (“Commissioners Court”), initiates a “Call for Projects”. The Dallas County Public Works Transportation & Planning Division will adjust the project selection criteria based on the Dallas County Mobility Plan developed from input provided from the cities and/or towns, criteria that the North Central Texas Council of Governments (“NCTCOG”) is using, and guidance from the County Commissioners. The final criteria and Call for Projects process will be briefed and approved by the Commissioners Court and a 5-signature letter will be used to invite the cities to participate in the MCIP Call for Projects.
2. The MCIP Call for Projects is a process that involves Dallas County, requesting a nomination of projects from all cities/towns in Dallas County, which can also involve stakeholders such as NCTCOG, Texas Department of Transportation (“TxDOT”), Dallas Area Rapid Transit (“DART”) and/or others. The nomination period is open for four to six months to allow cities/towns to submit projects to the County for review. Soon after sending out notification about the MCIP Call for Projects, Dallas County Public Works will host a workshop on the

MCIP and the application process. Various aspects of this Call for Projects Workshop and process will be adjusted based on prior input from the cities/towns in Dallas County. The amount of time and submittal deadline for the cities and/or towns to nominate projects will be adjusted based on feedback from the cities/towns. This is to ensure that the cities/towns have enough time to brief their elected officials, plan for inclusion of projects in city bond elections, etc.

3. DCPW's Transportation & Planning Division helps ensure that all of the information has been submitted correctly by cities/towns. If necessary, assistance may be provided to some of the smaller city/town staffs with preparation of their project submissions. A matrix team that consists of DCPW employees begins with field evaluations of the projects for conducting a feasibility review that precedes developing recommendations for selection of projects by Commissioners Court to be included in the County's MCIP. The DCPW team, with staff participation from each of the four DCPW divisions involved, provides assistance with risk assessments from various perspectives, which include cost estimates, scope definition, political aspects, funding, technical issues, utilities, safety, environmental, and traffic factors, etc. The DCPW Property Division team members examine Right-of-Way ("ROW"), utilities involvement, railroad involvement, relocations, etc.
4. Every project selected for MCIP funding commitments is then placed into a Program Year (PY) (year slated for construction start) in a spreadsheet called the "MCIP Transportation Funding Commitments" that is presented in Briefing format in a public forum to the Commissioners Court for their formal approval.
5. The MCIP has been formulated on the premise that legal agreements should reflect the nature and character of the program. Equal funding, Project Management (groups of independent stakeholders and cities/towns) methods of project delivery, and principles applied in every phase of project delivery are the essential elements of the MCIP. The time it takes for getting interlocal agreements approved should never be on the critical path of project delivery. Therefore, much effort was expended between the Civil Division of the Dallas County District Attorney's staff and DCPW staff to formulate a Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement"). This MCIP Master Agreement has been signed by all the cities/towns with approved projects and serves as the legal basis for future agreements between the various cities/towns and Dallas County, including but not limited to a Memorandum of Agreement ("MOA") and Memorandum of Understanding ("MOU"). Later, during project design, enough information will be known to forge a Funding Agreement ("FA") or a Project Specific Agreement ("PSA") that details the specifics of that particular project. None of the basic elements of a city-county legal agreement have to be repeated in the FA and/or the PSA, thus simplifying the process and time involved.
6. A project management planning meeting is held next with each City or Town, which has projects selected. This meeting is to initially review the selected projects and determine the basic parameters for each of the projects, such as cash flow requirements, for each participant of the project, who the lead agency for project delivery will be, agreed upon technical criteria, known risks, roles for each stakeholder, etc., all focused on assuring timely project delivery and moving the project into construction during the selected PY. If there is a great deal of uncertainty associated with the project (e.g. part of some economic development such as transit oriented development, or part of brown field development, or other significant environmental challenges, or a very significant change in planned use of an area in the future

such as industrial area converted to mixed use, etc), then the lead agency may conduct a Planning Charrette.

The purpose of the Planning Charrette meeting, with all significant participants and stakeholders, is to determine the beginning scope and the realm of possible approaches. Serious design cannot begin until there is an agreement on a relatively reasonable set of alternatives, which bear some relationship to the scope of funding currently available. Relationships will also be established at the Planning Charrette meeting involving the city/town, stakeholders, utilities and other participants of the project, which may be sustained throughout the life of the project.

7. DCPW commits to using Principles of Trust, Commitment, and Shared Vision in addition to Best Practices of Project Management Principles throughout the life of the project. Each city/town is invited to use the same principles to deliver the selected projects. This type of approach is also an integral part of Context Sensitive Solutions (“CSS”), which is a design methodology that involves early and continuous involvement of all participants and stakeholders of a project. The Planning Charrette meeting is a form of CSS. The Dallas County Mobility Plan should also be considered as part of applying CSS for project delivery.
8. For every project that the city and/or town and county stakeholders agree to assign Dallas County as the Lead Agent, a PM will be assigned by DCPW. In addition, the DCPW Assistant Director (“AD”), in consultation with the PM and other AD’s or designated DCPW business unit leaders, will identify their own matrix team members for the project. Any available Project Management tools will be used to optimal effect during the life of the project.
9. An initial Project Funding & Execution Status (“PFES”) and Program Management & Planning Status (“PMAPS”) form will be developed by the PM for each project in coordination with the ADs (or designees) from the DCPW divisions including Program & Engineering Management Division (“PEMD”), the Engineering & Construction division and Transportation & Planning Division. Each AD or designated DCPW business unit leader will review PFES and PMAPS in order to provide an adequate workforce for each project, and ensure that their own employees’ assignments are balanced.
10. A decision on the use of Subsurface Utility Engineering (“SUE”) will be made before initiating design. In the analysis of candidate projects, utility relocation risks will have been identified. When these risks are high (the usual situation), then funding will be planned in the design for SUE efforts. Dallas County Public Works (“DCPW”) will have in place an Indefinite Delivery, Indefinite Quantity (“IDIQ”) contract for quick implementation of SUE consultant efforts. Initiatives for joint efforts of utilities are anticipated between independent participants and stakeholders wherever feasible. This information will be critical for designers to use as they launch the design. Total integration of the SUE methodology will help ensure that all utility impacts are considered in every phase of project delivery.



STEP TWO, PRELIMINARY DESIGN



1. A systematic decision process as part of the DCPW Business Operating Plans (“PWBOP”) updating is done to determine which design efforts will be completed with in-house designers and which will be done by consultants. For consultant selection, a rigorous and systematic process will be used to select the best qualified consultants for each project. An initial contract will be signed with a best qualified consultant to perform the entire preliminary design, or participate as a Preliminary Design liaison, trainer, or expert to advise an in-house design force for the project. As much as possible, an Indefinite Delivery, Indefinite Quantity (“IDIQ”) methodology will be used to help ensure that inordinate amounts of time are not used in the best qualified selection process required by state law. Cities and/or towns who participate in the process are welcome to provide input to the County in the consultant selection process.
2. The DCPW’s team of in-house design staff, a city/town, or a selected consultant firm will begin the initial design efforts under the leadership of the PM. One initial objective is to resolve alignment issues early in the design process with the participation of all stakeholders. In some circumstances, a feasibility study may be required to compare and contrast different alternatives before real design can begin. Estimated ROW takes, utility impacts, and environmental effects for each alternative may need to be reported before stakeholders decide on a preferred alternative for preliminary design.
3. CSS methodology will continue to be used, stressing total stakeholder involvement, throughout the project delivery process. Task Force meetings will be scheduled. Dallas County Public Works employees’ matrix team meetings will also be scheduled.
4. When a consultant is used as the design agent, a contract will be negotiated for the preliminary design only, unless the project is relatively simple and the final solutions are not in question. The goal is to avoid protracted negotiations on the total scope and fee at the very beginning of the project, when many of the factors influencing final design consideration are not yet known. The decision to issue a new work order for completion of the Primary Design will be made after an interim evaluation on the Preliminary Design is completed using the County’s consultant evaluation system.
5. A Preliminary Design Charrette (“PDC”) will be planned by the PM who will lead the execution with all stakeholders (cities/towns, utilities, county, any private parties or other decision-makers/stakeholders). The scope of invitees to the PDC will be dependent upon the project’s complexity and number of unknowns. The goal of the PDC is to build support behind the project and the alignment alternative that is selected. Many projects have been derailed by a lack of support by the project’s independent representatives from the county, city/town, and other stakeholders. A great effort will be made to ensure attendance of all of the independent key players.
6. This consensus building effort is an integral part of any CSS approach to design. The DCPW Director and/or AD’s will be personally involved and the PM will make special efforts to notify political leaders of meetings, so that the political leaders can have the meetings on

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION



1. This phase begins with the delivery of the initial, unsealed ROW documents to the County by the consultant. Consultants will first bring a few ROW documents for initial review by the PM and DCPW Property Division team members, to ensure that they fully understand the details and level of Quality Control that the County expects in their submittals. Standards and scheduling will be clearly spelled out in writing within the Consultant's contract. Deliverables will include ROW maps and deed records.
2. Consultant is required by contract to submit property owner deeds along with right-of-way maps, which have received an internal quality control process. The PM ensures utility representatives are informed of the project and all known utilities are shown on the plans. Diligent efforts must be made to ensure that all private or public utility easements are identified on the maps and plans as required in Consultant Contract. All the SUE efforts should be included in the design documents.
3. Consultants or In-house Design Team are to avoid taking ROW that is not necessary to the construction of the project. The PM works with the project participants to minimize the ROW takings and ensures the appropriate leadership is used so that project delivery dates are met.
4. The PM ensures that the county or the city/town's ROW Functional Manager works towards the efficient execution of ROW planning, appraisal and acquisition services. The DCPW's Property Division will manage the ROW Acquisition Services IDIQ contract, if this delivery tool is used. Before writing a Work Order for the ROW Acquisition Services IDIQ, the DCPW Property Division Manager may meet with the DCPW Engineering & Construction Manager or DCPW Transportation & Planning Manager, DCPW Program Engineering Manager and the PM, to ensure that an adequate project budget is available for the added cost of procuring ROW services.
5. The county or city/town PM monitors and tracks progress on ROW acquisition. The County or the city/town's PM resolves issues as they develop, keeping all stakeholders, including utilities, informed.
6. DCPW may have further final discussions with city/town, utilities and stakeholders, early enough to preclude re-work by the prime consultant. The goal is to achieve this prior to completing the final design documents.
7. Consultant will make minor design changes as directed by the PM resulting from property owner requests or other changes that arise naturally in ROW negotiations.
8. As required, the PM will be prepared to present expert testimony at any Eminent Domain hearings and any related litigation.
9. ROW is complete when all parcels necessary for construction have been acquired.



PHASE 5 -- CONSTRUCTION



STEP ONE, CONSTRUCTION



1. The PM works with PEMD to advertise a project in coordination with the Dallas County Purchasing Department for advertisement, pre-bid meetings, bid opening, and award. A one hundred percent (100%) design completion up-to-date construction estimate will be completed by the PM and will be used as the fair-cost government estimate for construction bidding purposes.
2. DCPW leads the drafting of the PSA and any necessary amendments/supplements to the PSA with each city/town giving approval of final funding on a timely basis. An updated PFES will be needed at this time.
3. The PM works with PEMD to help the Dallas County Purchasing Department facilitate the construction contract award. PM works with all cities/towns to ensure a logical and timely notice to proceed is given. This order to begin work and the contract time period will be based on the status of utility relocations, any city requirements, etc.
4. The PM will plan, schedule, and execute the Pre-Construction Meeting involving key stakeholders of the project, including utility companies. The PM will schedule for attendance and participation, the DCPW Director and the AD for Engineering & Construction and/or the AD for Transportation & Planning. Careful pre-planning helps ensure the attendance of the right stakeholders and staff. The PM will normally facilitate their own meetings since they have the expertise and experience to accomplish these tasks without hiring specialized consultants.
5. Construction proceeds on schedule with Construction Management services provided by the County or the city/town. The PM helps ensure that principles of collaboration (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase by the independent project participants such as contractors, cities, utility companies, transportation agencies and other key stakeholders.
6. The PM ensures constant communication with customers and other project stakeholders. This may include a construction oriented neighborhood meeting, as well as periodic project newsletters, notices of key construction events or phasing, meeting with neighborhood interests (property owners, schools, churches, businesses, etc). We are interested in not only achieving a high quality end-product, but also in delivering the project in a user-friendly manner. This is all part of total Context Sensitive Solutions project delivery.



STEP TWO, PROJECT CLOSE OUT



1. The PM ensures the final pay estimate is paid to Contractor on a timely basis with assistance from the DCPW Program & Engineering Management Division (“PEMD”).
2. The PM completes final Evaluation on the Contractor, using interim evaluation results (if one was done), and performance during the entire contract period. Contractor evaluates DCPW (on a voluntary basis).
3. The PM ensures that as-built plans are provided to the ultimate owner of the project, typically the city/town, from marked-up construction plans.
4. The PM works with the PEMD to ensure total project costs are finalized, a final PFES is completed, and Program Management is able to disencumber any remaining funds to be put back into the MCIP fund.
5. The PM ensures the city/town is invoiced for their remaining portion of the Total Project Costs.
6. The PM formally turns the project over to the City by letter citing the date of return to City for maintenance.
7. The PM plans an After Action Review (“AAR”) to capture lessons learned and celebrate project completion with all participants involved in project delivery from design to construction completion.
8. The PM conducts the applicable one (1) or two (2) year Maintenance Bond Inspection in conjunction with all applicable stakeholders.
9. The PM completes close out project report, including retaining the key project documents digitally and documenting key lessons learned.

18. Share accurate information with all companies and try to help ensure that they share information with each other.
19. Communicate the need to follow city/town ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.
20. Ensure that the companies have measures for handling complaints about their work and that they do not inconvenience customers more than is absolutely essential. **Remember, ORR!!**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

**GUIDELINES FOR ENSURING SMOOTH RELATIONSHIPS
BETWEEN LOCAL GOVERNMENTS AND THE UNION PACIFIC RAILROAD (UPRR)**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

- **Start Early Coordination** – Set up a meeting with UPRR’s local representative to share project selection lists and to ascertain projects with UPRR impacts. Then on impacted projects, share preliminary designs, invite UPRR to early meetings, such as stakeholder preliminary design charrettes, public workshops, etc.
- **Work out precisely the location of railroad project impacts**, before contacting UPRR. This speeds the coordination process greatly. Use MAPSCO location, subdivision, and RR Mile Post wherever possible.
- **Use the UPRR website for a wealth of information, maps, etc.** This can save time in answering questions and can provide much information about UPRR, including points of contact, e-mail and telephone information, instructions, applications, specifications, DOT crossing information, permit requirements, ROW agreements, etc. DCPW in-house or consultant designers need to explore this web-site before launching road design whenever there is going to be a RR crossing. Procedures and responsibilities are clearly laid out, as are design guidelines and specifications. Avoid nasty surprises that can impact project costs if not budgeted.
- **Expect the UPRR owned ROW to contain many other utilities (telecommunications, power, pipelines, etc.), that you will have to pay to relocate.** These are private easements the utilities have paid for and the project will have to bear the costs of relocation. UPRR is a good source of information on the potential conflicts that you will encounter. Budgeting accurately for these costs will avoid nasty surprises later.
- **Check with UPRR before pursuing any changes to their standard agreement or attachments.** UPRR has agreements to work out in 23 states, and their lawyers are very vigilant to watch for precedents that might bind UPRR elsewhere. Work on win-wins in the body of the agreement.
- **Avoid adversarial actions and relationships.** Do not presume upon the UPRR (e.g., impossible requests that are not pursued in a timely manner, making demands they cannot meet, presuming the worst).
- **Look for ways to forge win-wins, for UPRR and the local community.** Understand that the United States Department Of Transportation (“USDOT”) has a policy to reduce at-grade RR crossings. This puts tremendous pressure on railroad companies to accomplish this goal. Are there some rarely used at-grade railroad crossings in the city/town that could possibly be closed? Explore ways to eliminate them and UPRR could be more interested to meet the needs of the project that is needing UPRR assistance.
- **When appropriate, have Dallas County’s attorneys communicate directly with UPRR attorneys.** If we follow the spirit of win-win, then both sides will have better results, even if our attorneys are involved, as they may have to be. The Project Manager should stay involved to ensure that going down “legal rabbit trails” is avoided whenever possible.
- **When you are in doubt and have searched all the readily available information, contact UPRR’s Real Estate Division in Omaha, NE.** Even though UPRR staff have large territories to cover, they are never too busy to help you proactively solve a problem and forge a win-win situation. If you setup a “folder number,” with UPRR this will save them much time in looking up the project file information.

Council Meeting

9.

Meeting Date: 01/12/2021

Department: Development Services

Milestones: Review Town's ordinances and regulations to modernize them and facilitate redevelopment

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on a 5.95 acre Property Located at 4135-4145 Belt Line Road, Which Property is Currently Zoned Local Retail (LR) to a Planned Development (PD) District to Allow Medical Office Use.** Case 1819-Z/4135-4145 Belt Line Road

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 15, 2020, voted to recommend approval of an ordinance changing the zoning on properties located at 4135 and 4145 Belt Line Road, from LR, Local Retail, to a PD, Planned Development District, based on LR district standards with modified uses, in order to allow a proposed new urgent care tenant, with the following conditions:

- There shall be no surgical medical uses
- Medical uses shall be open and operational no longer than 18 hours on any given day
- The existing 304 parking spaces physically provided on site are sufficient for full occupancy of the two existing buildings, totaling 45,439.7 square feet
- Prior to the issuance of a full Certificate of Occupancy of the new medical office tenant, the property owner shall make improvements along Belt Line Road in accordance with the Master Transportation Plan

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING: None

Compliance with the Master Thoroughfare Plan (MTP) for Belt Line Road is a recommendation of both administration and the Planning and Zoning

Commission. In order to bring the property into compliance with the MTP, the property owner would be required to widen the sidewalk to eight feet and move the sidewalk eight feet off the back of the Belt Line Road curb on the eastern portion of the site creating a smooth transition to the existing sidewalk on the adjacent property. Please see the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval.

Attachments

Staff Report - 4135-4145 Belt Line Road

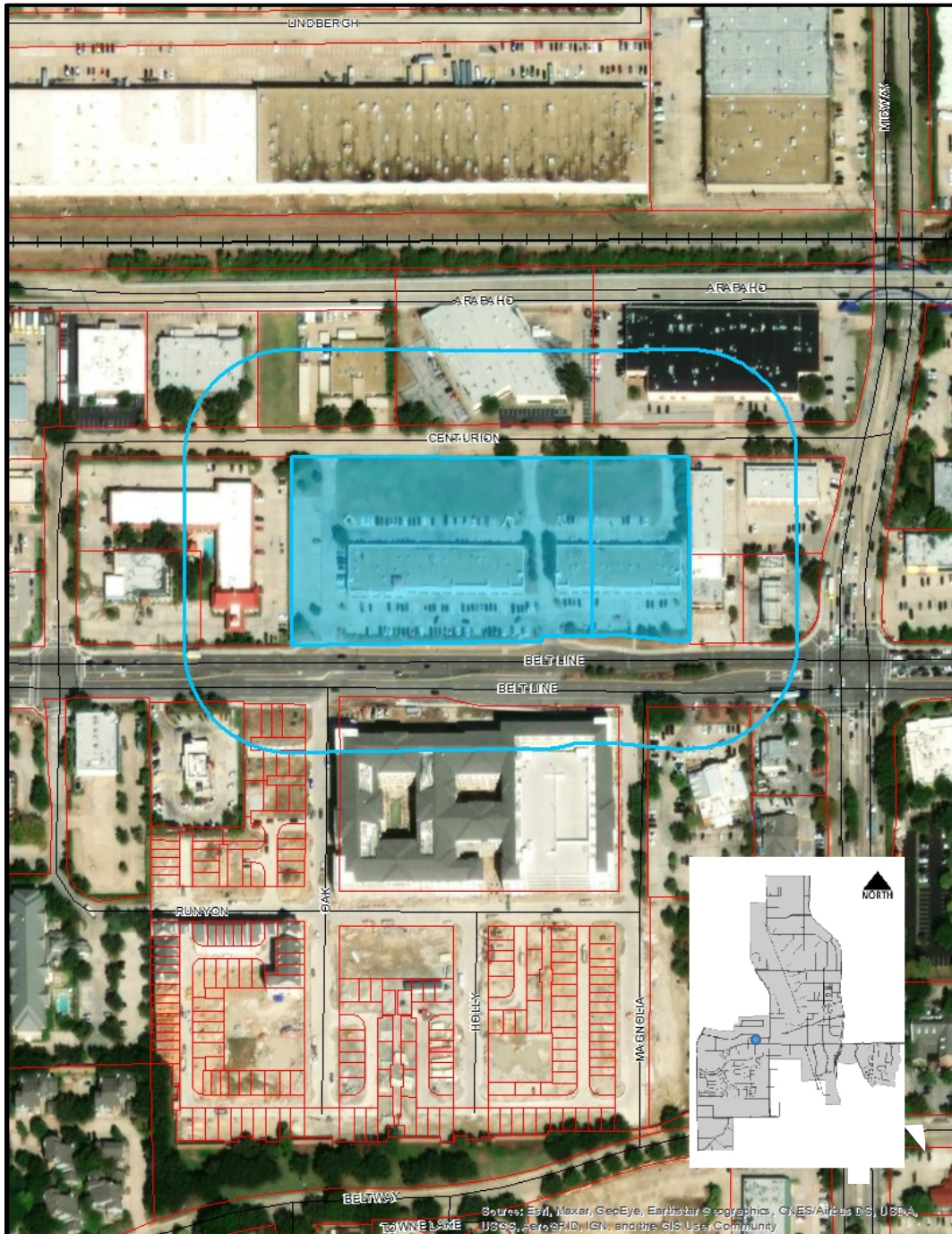
Ordinance - 4135-4145 Belt Line Road

Plans - 4135-4145 Belt Line Road

1819-Z

PUBLIC HEARING Case 1819-Z/4135-4145 Belt Line. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on properties located at 4135 and 4145 Belt Line Road, from LR, Local Retail, to a PD, Planned Development District, based on LR with modified uses, in order to allow medical office use.

LOCATION MAP



**DEVELOPMENT
SERVICES**

16801 Westgrove Drive
Addison, TX 75001

P.O. Box 9010
Addison, TX 75001

phone: 972.450.2880
fax: 972.450.2837

ADDISONTEXAS.NET

**IT ALL COMES
TOGETHER.**



December 9, 2020

STAFF REPORT

RE: 1819-Z/4135-4145 Belt Line

LOCATION: 4135-4145 Belt Line Road

REQUEST: Approval of an ordinance changing the zoning from Local Retail (LR) district to a Planned Development (PD) district based on LR district, with modified uses in order to allow medical office use.

APPLICANT: Richard Motycka, Beltline Realty Partners, LLC

DISCUSSION:

Background: This 5.95-acre property is currently zoned Local Retail (LR) and is comprised of two lots, both with existing developed retail frontage along Belt Line Road and vacant land in the back along Centurion Way. The property is located directly across Belt Line Road from the Addison Grove residential development.

The property owner, Belt Line Realty Partners Ltd. was recently approached by a potential urgent care tenant and would like to allow the new tenant to locate here. Since medical and dental offices are not permitted uses in the LR zoning district and would not currently be allowed on this property, such action would require a rezoning.

It should be noted that there is an existing dental use in Suite 208, the Certificate of Occupancy for which was approved in error by Staff in 2007. This space has been allowed to continue operation as a nonconforming use and will become conforming with this rezoning.

Proposed Plan: The applicant is proposing to rezone the property to a new Planned Development (PD) district, based on LR district standards with modified uses, allowing for medical office use as of right. The applicant is not proposing any exterior building changes.

Uses: The new PD district will have all the allowed uses as listed within the LR district, plus an allowance for a medical office uses.

Development Standards: The new PD district will follow the standards as listed within the LR district. Façade plans indicate that no exterior façade changes are being proposed.

Parking: The LR district requires a parking ratio of 1 space per 100 square feet for restaurant uses and 1 space per 200 square feet for retail uses. Medical uses require 1 space per 100 square feet of space. Based on the current tenant mix, the total parking requirement for this site is 318 parking spaces. Given the overall site plan shows a total of 340 parking spaces provided on site, this property currently meets the parking requirement. The property will also be able to accommodate the potential medical use in the future.

Landscaping: The Town's Landscape Ordinance requires that properties be brought up to current standards, where possible, when they go through a zoning process. The landscape plans have been reviewed by the Parks Department for compliance with the Landscape Ordinance and are determined to be in compliance with current requirements.

Streetscapes: The Master Transportation Plan (MTP) provides streetscape standards for various street types and as properties development, redevelopment, or go through the zoning process, it is the Town expectation that they be brought into compliance.

Belt Line Road corridor standards call for an eight-foot parkway buffer from the road, an eight-foot sidewalk, and at least a four-foot landscape buffer. The existing sidewalk along Belt Line Road was replaced by the Town after the utilities along this corridor were undergrounded. At that time, the Master Transportation Plan was underway but not yet adopted, so the Town installed sidewalks as closely as possible to the proposed standards, as was allowed by the project's funding. Therefore, in some areas, where additional work and cost would be required, the sidewalk was installed along the back of the curb. Currently, the western portion of the existing sidewalk along Belt Line Road, provides an eight-foot parkway buffer, a six-foot sidewalk, and a 20-foot landscape buffer; with the sidewalk just two feet shy of meeting the MTP standard. Along the eastern portion, the existing sidewalk is six-foot wide and along the back of the curb. **The applicant is requesting to maintain the existing sidewalk along Belt Line Road without improvements.**

Centurion Way is categorized as a local street, which calls for a seven-foot wide row of parallel parking, a six and a half-foot parkway buffer, and a five-foot sidewalk. This portion of the property is currently vacant and no sidewalk is provided. **Since no redevelopment or development of being proposed at the present time, the applicant is requesting to delay sidewalk improvements until future development of this portion of the site.**

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

This property is located along one of the Town's busiest thoroughfares and Staff supports the applicant's request to rezone the property from Local Retail to a Planned Development in order to allow a medical office use. Staff believes that allowing medical and dental offices will improve the competitiveness of this site and ensure the continued success of the Belt Line Road corridor.

However, Staff does not believe this location is appropriate for 24-hour medical uses, or surgical medical uses.

Additionally, as mentioned above, a rezoning triggers that the property be brought into compliance with the MTP, both along Belt Line Road and Centurion Way. Staff acknowledges that the applicant is making a very minor request to add a use that in most other communities would be allowed in a LR zoning district and is not proposing any new development at this time. Therefore, Staff believes that the applicant should be allowed to maintain the existing vacant portion of the property, along Centurion Way, without sidewalk improvements, which would be required at the time of development. However, Staff believes that the sidewalk improvements along Belt Line Road should be provided at the present time.

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

1. There shall be no 24-hour medical uses and no surgical medical uses.
2. Prior to the issuance of a full Certificate of Occupancy of the new medical office tenant, the property owner shall make improvements along Belt Line Road in accordance with the Master Transportation Plan.



Case 1819-Z/4135-4145 Belt Line Road

December 15, 2020

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 15, 2020, voted to recommend approval of an ordinance changing the zoning on properties located at 4135 and 4145 Belt Line Road, from LR, Local Retail, to a PD, Planned Development District, based on LR district standards with modified uses, in order to allow medical office use, with the following conditions:

- There shall be no surgical medical uses
- Medical uses shall be open and operational no longer than 18 hours on any given day
- The existing 304 parking spaces physically provided on site are sufficient for full occupancy of the two existing buildings, totaling 45,439.7 square feet
- Prior to the issuance of a full Certificate of Occupancy of the new medical office tenant, the property owner shall make improvements along Belt Line Road in accordance with the Master Transportation Plan

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO REZONE 5.95 ACRES OF PROPERTY LOCATED AT 4135-4145 BELT LINE ROAD FROM LOCAL RETAIL DISTRICT TO PLANNED DEVELOPMENT DISTRICT _____, BASED ON LOCAL RETAIL DISTRICT STANDARDS WITH MODIFIED USES; 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 December 15, 2020 the Planning & Zoning Commission considered and made recommendations on a request for a Planned Development District (Case No.1819-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 5.95 acres of property located at 4135-4145 Belt Line Road (the “Property”), to allow medical offices and all other uses permitted in the Local Retail District (LR) in accordance with all LR district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following special conditions:

- A. In addition to the uses allowed in the LR district regulations, the Property may be used for non-surgical medical uses, open and operational no longer than 18 hours on any given day.
- B. The following special parking standards apply:
 - a. *Medical Office.* 1 space per 200 square feet
 - b. The existing 304 parking spaces physically provided on site are sufficient for full occupancy of the two existing buildings, totaling 45,439.7 square feet

C. The Property shall be developed in accordance with the site plan, landscape plan, and building elevations shown in **Exhibit A** attached hereto and incorporated herein.

SECTION 3. The provisions of the Town of Addison Code of Ordinances, as amended, shall remain in full force and effect save and except as amended by this ordinance.

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.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 12TH day of JANUARY 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

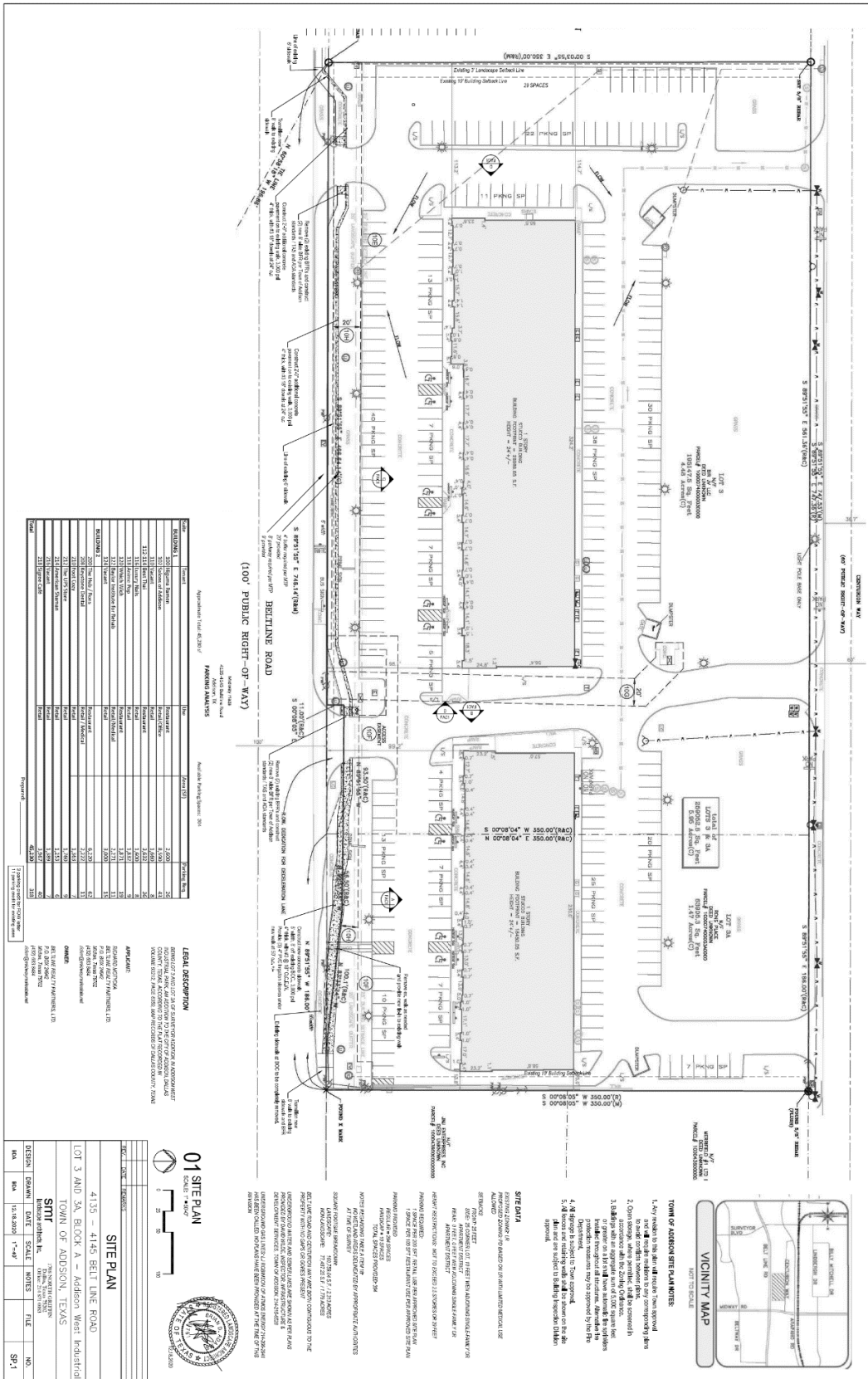
ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

Exhibit A



(100' PUBLIC RIGHT-OF-WAY)

BELTLINE ROAD

APPROXIMATE TOTAL ACRES: 34.1

APPROXIMATE TOTAL ACRES: 34.1

APPROXIMATE TOTAL ACRES: 34.1

LOT	ACRES	AREA	PERCENT
LOT 3	1.00	43,560	1.21
LOT 4	1.00	43,560	1.21
LOT 5	1.00	43,560	1.21
LOT 6	1.00	43,560	1.21
LOT 7	1.00	43,560	1.21
LOT 8	1.00	43,560	1.21
LOT 9	1.00	43,560	1.21
LOT 10	1.00	43,560	1.21
LOT 11	1.00	43,560	1.21
LOT 12	1.00	43,560	1.21
LOT 13	1.00	43,560	1.21
LOT 14	1.00	43,560	1.21
LOT 15	1.00	43,560	1.21
LOT 16	1.00	43,560	1.21
LOT 17	1.00	43,560	1.21
LOT 18	1.00	43,560	1.21
LOT 19	1.00	43,560	1.21
LOT 20	1.00	43,560	1.21
LOT 21	1.00	43,560	1.21
LOT 22	1.00	43,560	1.21
LOT 23	1.00	43,560	1.21
LOT 24	1.00	43,560	1.21
LOT 25	1.00	43,560	1.21
LOT 26	1.00	43,560	1.21
LOT 27	1.00	43,560	1.21
LOT 28	1.00	43,560	1.21
LOT 29	1.00	43,560	1.21
LOT 30	1.00	43,560	1.21
LOT 31	1.00	43,560	1.21
LOT 32	1.00	43,560	1.21
LOT 33	1.00	43,560	1.21
LOT 34	1.00	43,560	1.21
LOT 35	1.00	43,560	1.21
LOT 36	1.00	43,560	1.21
LOT 37	1.00	43,560	1.21
LOT 38	1.00	43,560	1.21
LOT 39	1.00	43,560	1.21
LOT 40	1.00	43,560	1.21
LOT 41	1.00	43,560	1.21
LOT 42	1.00	43,560	1.21
LOT 43	1.00	43,560	1.21
LOT 44	1.00	43,560	1.21
LOT 45	1.00	43,560	1.21
LOT 46	1.00	43,560	1.21
LOT 47	1.00	43,560	1.21
LOT 48	1.00	43,560	1.21
LOT 49	1.00	43,560	1.21
LOT 50	1.00	43,560	1.21
LOT 51	1.00	43,560	1.21
LOT 52	1.00	43,560	1.21
LOT 53	1.00	43,560	1.21
LOT 54	1.00	43,560	1.21
LOT 55	1.00	43,560	1.21
LOT 56	1.00	43,560	1.21
LOT 57	1.00	43,560	1.21
LOT 58	1.00	43,560	1.21
LOT 59	1.00	43,560	1.21
LOT 60	1.00	43,560	1.21
LOT 61	1.00	43,560	1.21
LOT 62	1.00	43,560	1.21
LOT 63	1.00	43,560	1.21
LOT 64	1.00	43,560	1.21
LOT 65	1.00	43,560	1.21
LOT 66	1.00	43,560	1.21
LOT 67	1.00	43,560	1.21
LOT 68	1.00	43,560	1.21
LOT 69	1.00	43,560	1.21
LOT 70	1.00	43,560	1.21
LOT 71	1.00	43,560	1.21
LOT 72	1.00	43,560	1.21
LOT 73	1.00	43,560	1.21
LOT 74	1.00	43,560	1.21
LOT 75	1.00	43,560	1.21
LOT 76	1.00	43,560	1.21
LOT 77	1.00	43,560	1.21
LOT 78	1.00	43,560	1.21
LOT 79	1.00	43,560	1.21
LOT 80	1.00	43,560	1.21
LOT 81	1.00	43,560	1.21
LOT 82	1.00	43,560	1.21
LOT 83	1.00	43,560	1.21
LOT 84	1.00	43,560	1.21
LOT 85	1.00	43,560	1.21
LOT 86	1.00	43,560	1.21
LOT 87	1.00	43,560	1.21
LOT 88	1.00	43,560	1.21
LOT 89	1.00	43,560	1.21
LOT 90	1.00	43,560	1.21
LOT 91	1.00	43,560	1.21
LOT 92	1.00	43,560	1.21
LOT 93	1.00	43,560	1.21
LOT 94	1.00	43,560	1.21
LOT 95	1.00	43,560	1.21
LOT 96	1.00	43,560	1.21
LOT 97	1.00	43,560	1.21
LOT 98	1.00	43,560	1.21
LOT 99	1.00	43,560	1.21
LOT 100	1.00	43,560	1.21

LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 10N, RANGE 14E, COUNTY OF TARRANT, TEXAS

APPROXIMATE TOTAL ACRES: 34.1

APPROXIMATE TOTAL ACRES: 34.1

APPROXIMATE TOTAL ACRES: 34.1

01 SITE PLAN

SCALE: 1" = 20'

SITE PLAN

4135 - 4145 BELT LINE ROAD

LOT 3 AND 3A, BLOCK A - Addison West Industrial

SMTI

TRINIDAD TEXAS

BELTLINE ROAD, TEXAS

DATE: 12-15-2023

SCALE: 1" = 20'

NO.:

SP-1

Exhibit A

A EXISTING SOUTH FACADE-4158 BELT LINE
SOUTH VIEW

B EXISTING WEST FACADE-4148 BELT LINE
SOUTH VIEW

C EXISTING SOUTH FACADE-4158 BELT LINE
SOUTH VIEW

D EXISTING EAST FACADE-4158 BELT LINE
SOUTH VIEW

E EXISTING WEST FACADE-4158 BELT LINE
SOUTH VIEW

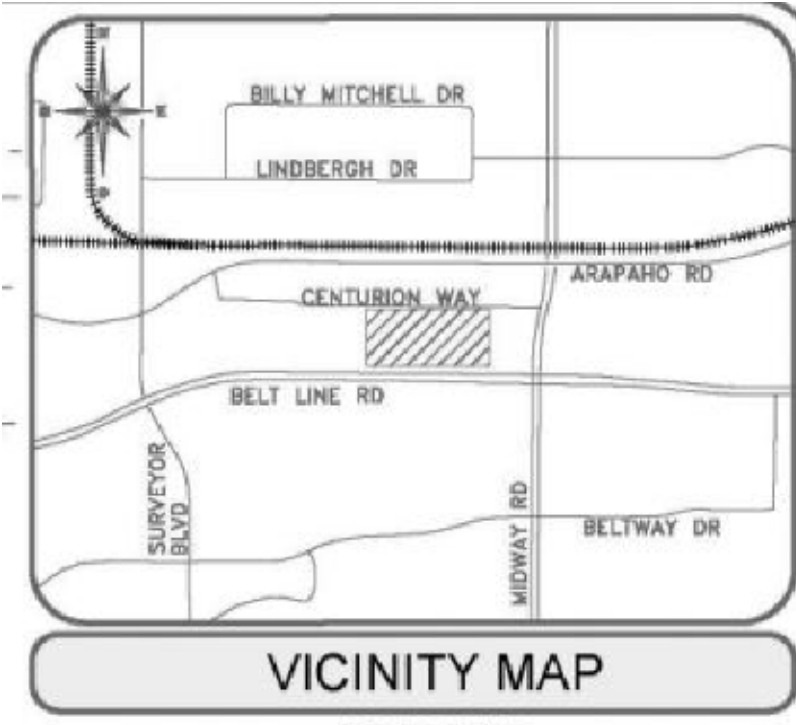
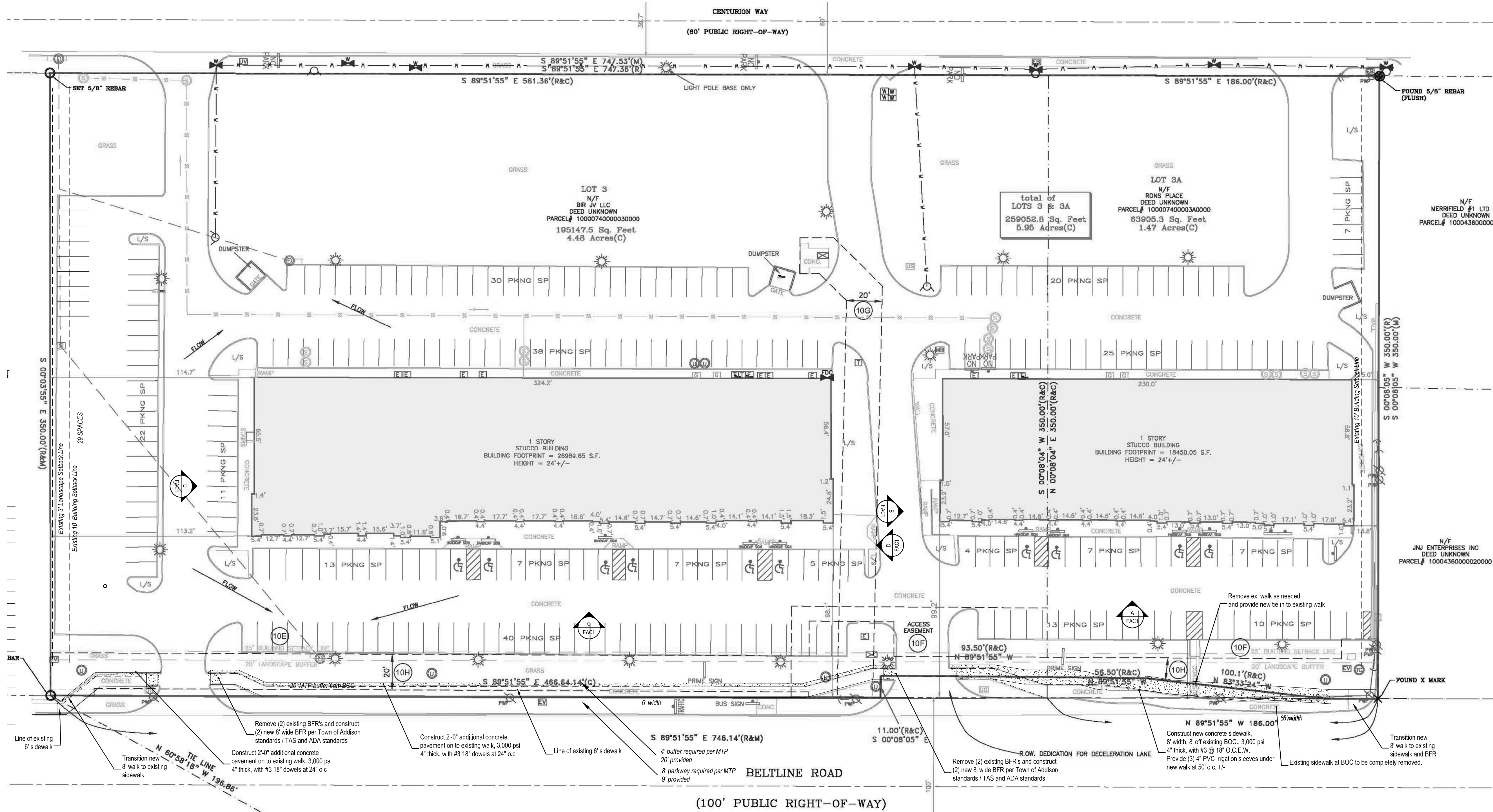
FACADE PLAN NOTES
 The Facade Plans for conceptual purposes. All building details require review and approval by the local building department. The Facade Plans are not intended to be used for construction. The Facade Plans are not intended to be used for construction. The Facade Plans are not intended to be used for construction. The Facade Plans are not intended to be used for construction.

APPROVED		DRAWN	
DATE	BY	DATE	BY

Note: All drawings shall be prepared in accordance with the requirements of the International Building Code (IBC) and the International Fire Code (IFC).

SECTION	SCALE	DATE	SCALE	NOTES	FAC	NO.
4158	3/8"	11.12.2020	1/8"			

EXISTING FACADES	
ADDRESS	4158 - 4145 BELT LINE ROAD
TOWN	TOWN OF ADDISON, TEXAS
OWNER	SMIT
PREPARED BY	THE SMC GROUP
DATE	2020.12.18.2020
PROJECT NO.	
PROJECT NAME	
PROJECT ADDRESS	
PROJECT CITY	
PROJECT STATE	
PROJECT ZIP	
PROJECT PHONE	
PROJECT FAX	
PROJECT EMAIL	



- 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.

SITE DATA
 EXISTING ZONING: LR
 PROPOSED ZONING: PD BASED ON LR WITH LIMITED MEDICAL USE ALLOWED

SETBACKS
 FRONT: 25 FEET
 SIDE: 25 CORNER LOT, 10 FEET WHEN ADJOINING SINGLE-FAMILY OR APARTMENT DISTRICT
 REAR: 0 FEET, 0 FEET WHEN ADJOINING SINGLE-FAMILY OR APARTMENT DISTRICT

HEIGHT RESTRICTIONS: NOT TO EXCEED 2.5 STORIES OR 29 FEET

PARKING REQUIRED:
 1 SPACE PER 200 SFT. RETAIL USE PER APPROVED SITE PLAN
 1 SPACE PER 100 SFT RESTAURANT USE PER APPROVED SITE PLAN

PARKING PROVIDED:
 REGULAR = 294 SPACES
 HANDICAP = 10 SPACES
 TOTAL SPACES PROVIDED: 304

NOTES REGARDING TABLE A ITEM 1B:
 NO WETLAND AREAS DELINEATED BY APPROPRIATE AUTHORITIES AT TIME OF SURVEY

SQUARE FOOTAGE BREAKDOWN:
 LANDSCAPE: 100,759.04 S.F. / 2.313 ACRES
 NON-LANDSCAPE: 77,487.25 S.F. / 1.779 ACRES

BELT LINE ROAD AND CENTURION WAY ARE BOTH CONTIGUOUS TO THE PROPERTY WITH NO GAPS OR GORES PRESENT

UNDERGROUND WATER AND SEWER LINES ARE SHOWN AS PER PLANS PROVIDED BY DAVID WILDE, INSPECTOR, INFRASTRUCTURE & DEVELOPMENT SERVICES, TOWN OF ADDISON, 214-215-6528

UNDERGROUND GAS LINES: L.J. ROBINSON OF ATMOS ENERGY 214-206-2941 HAS BEEN CALLED. NO PLANS HAVE BEEN PROVIDED AT THE TIME OF THIS REVISION

Midway Plaza
 4135-4145 Beltline Road
 Addison, TX
PARKING ANALYSIS

Approximate Total: 45,230 sf Available Parking Spaces: 304

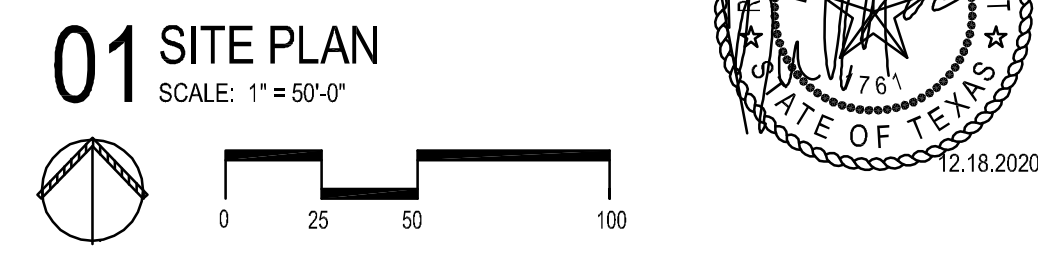
Suite	Tenant	Use	Area (SF)	Parking Req.
BUILDING 1				
100	Higuma Ramen	Restaurant	2,600	26
102	Salons of Addison	Retail/Office	8,590	43
110	Vacant	Retail	1,660	8
112-114	Best Thai	Restaurant	3,632	36
116	Luxury Nails	Retail	1,600	8
118	Anime Pop	Retail	1,832	9
120	Which Wich	Restaurant	1,871	19
122	Baylor Institute for Rehab	Retail/Medical	2,271	11
124	Vacant	Retail	3,000	15
BUILDING 2				
200	The Hub / Rons	Restaurant	6,220	62
208	Keystone Dental	Retail / Medical	2,222	11
210	Foot Cozy	Retail	1,363	7
212	The UPS Store	Retail	1,760	9
214	American Shaman	Retail	1,253	6
216	Vacant	Retail	1,389	7
218	Sigree Café	Retail	3,967	40
Total			45,230	318

Prepared: _____

LEGAL DESCRIPTION
 BEING LOT 3 AND LOT 3A OF SURVEYOR ADDITION, IN ADDISON WEST INDUSTRIAL PARK, AN ADDITION TO THE CITY OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 93212, PAGE 6350, MAP RECORDS OF DALLAS COUNTY, TEXAS

APPLICANT:
 RICHARD MOTYCKA
 BELTLINE REALTY PARTNERS, LTD.
 P.O. BOX 24942
 Midian, Texas 79702
 (432) 683 8484
 rickm@midwayrealestate.net

OWNER:
 BELTLINE REALTY PARTNERS, LTD.
 P.O. BOX 24942
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REV.	DATE	REMARKS

SITE PLAN

4135 - 4145 BELT LINE ROAD

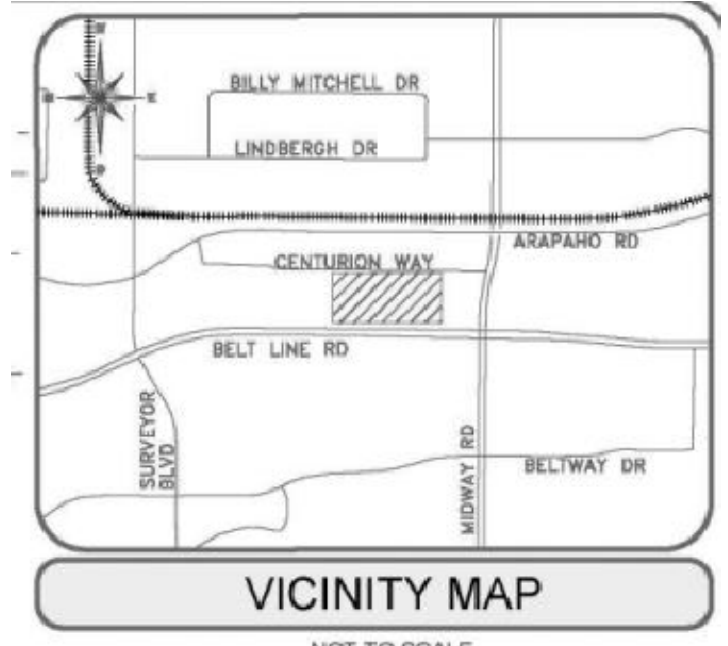
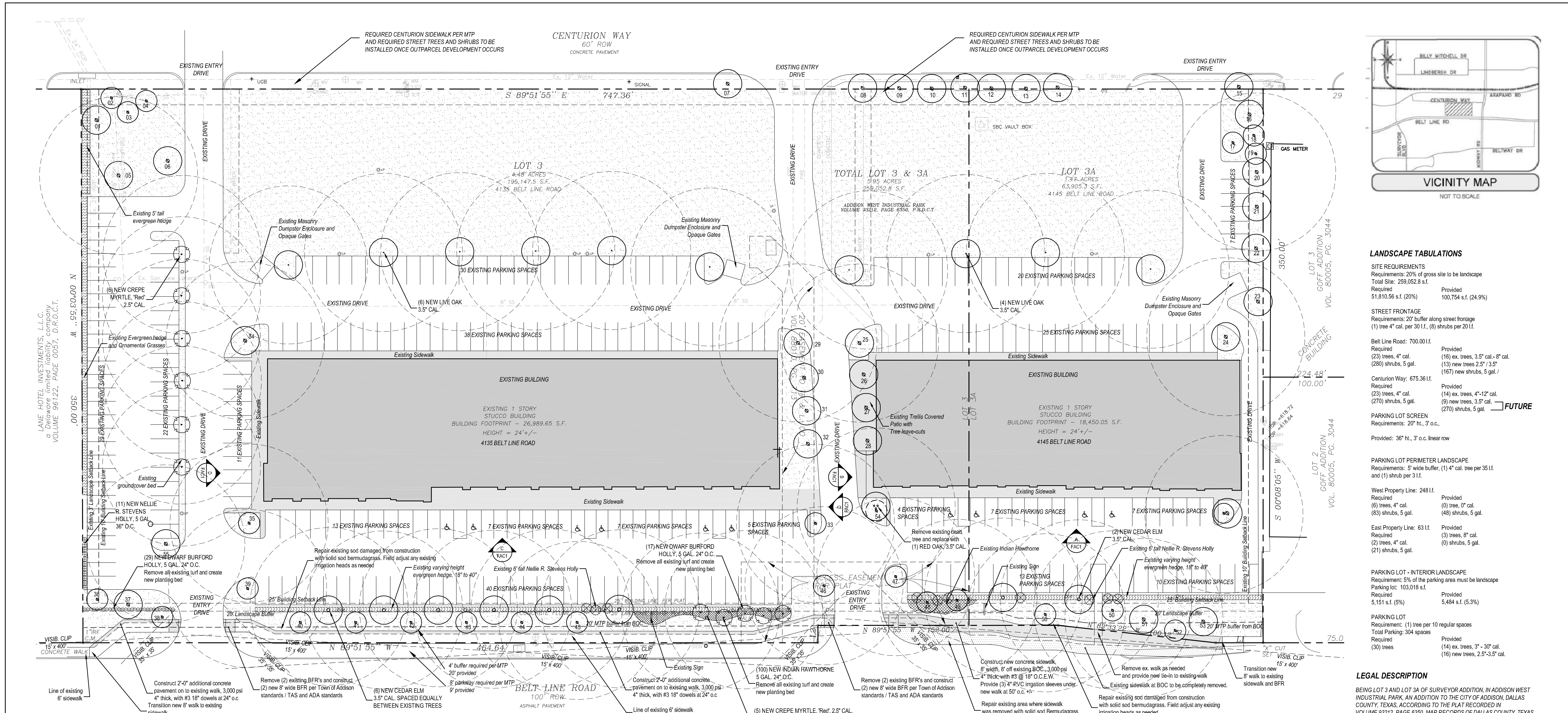
LOT 3 AND 3A, BLOCK A - Addison West Industrial

TOWN OF ADDISON, TEXAS

SMR
 landscape architects, inc.
 1708 NORTH GRIFFIN
 Dallas, Texas 75302
 Office: 214 871 0083

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BDA	BDA	12.18.2020	1"=40'			SP.1





LANDSCAPE TABULATIONS

SITE REQUIREMENTS
 Requirements: 20% of gross site to be landscape
 Total Site: 259,052.8 s.f.
 Required: 51,810.56 s.f. (20%)
 Provided: 100,754 s.f. (24.9%)

STREET FRONTAGE
 Requirements: 20' buffer along street frontage
 (1) tree 4" cal. per 30 l.f., (8) shrubs per 20 l.f.

Belt Line Road: 700.00 l.f.
 Required: (23) trees, 4" cal. (16) ex. trees, 3.5" cal. - 8" cal. (280) shrubs, 5 gal. (13) new trees 2.5" / 3.5" (167) new shrubs, 5 gal. /

Centurion Way: 675.36 l.f.
 Required: (23) trees, 4" cal. (14) ex. trees, 4"-12" cal. (270) shrubs, 5 gal. (9) new trees, 3.5" cal. (270) shrubs, 5 gal. **FUTURE**

PARKING LOT SCREEN
 Requirements: 20' ht., 3" o.c. linear row
 Provided: 36" ht., 3" o.c. linear row

PARKING LOT PERIMETER LANDSCAPE
 Requirements: 5' wide buffer, (1) 4" cal. tree per 35 l.f. and (1) shrub per 3 l.f.

West Property Line: 248 l.f.
 Required: (6) trees, 4" cal. (0) trees, 0" cal. (83) shrubs, 5 gal. (48) shrubs, 5 gal.

East Property Line: 63 l.f.
 Required: (2) trees, 4" cal. (3) trees, 8" cal. (2) shrubs, 5 gal. (0) shrubs, 5 gal.

PARKING LOT - INTERIOR LANDSCAPE
 Requirement: 5% of the parking area must be landscape
 Parking lot: 103,018 s.f.
 Required: 5,151 s.f. (5%)
 Provided: 5,484 s.f. (5.3%)

PARKING LOT
 Requirement: (1) tree per 10 regular spaces
 Total Parking: 304 spaces
 Required: (30) trees
 Provided: (14) ex. trees, 3"-30" cal. (16) new trees, 2.5"-3.5" cal.

LEGAL DESCRIPTION
 BEING LOT 3 AND LOT 3A OF SURVEYOR ADDITION, IN ADDISON WEST INDUSTRIAL PARK, AN ADDITION TO THE CITY OF ADDISON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 93212, PAGE 6350, MAP RECORDS OF DALLAS COUNTY, TEXAS

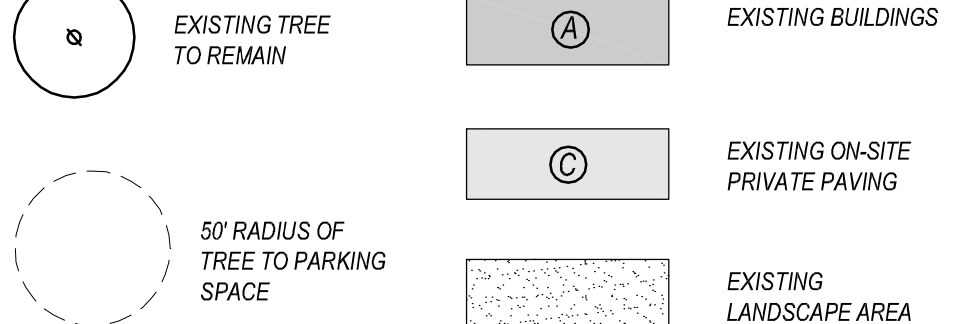
EXISTING TREE CHART

NO.	SIZE	SPECIES (COMMON NAME)	REMARKS
01	10' cal.	LIVE OAK	TO REMAIN
02	16' ht./4"	CREPE MYRTLE	TO REMAIN
03	16' ht./4"	CREPE MYRTLE	TO REMAIN
04	8' cal.	LIVE OAK	TO REMAIN
05	6' cal.	RED OAK	TO REMAIN
06	30' cal.	LIVE OAK	TO REMAIN
07	10' cal.	CEDAR ELM	TO REMAIN
08	12' cal.	LIVE OAK	TO REMAIN
09	8' cal.	CEDAR ELM	TO REMAIN
10	10' cal.	CEDAR ELM	TO REMAIN
11	10' cal.	CEDAR ELM	TO REMAIN
12	7' cal.	CEDAR ELM	TO REMAIN
13	12' cal.	LIVE OAK	TO REMAIN
14	10' cal.	LIVE OAK	TO REMAIN
15	12' cal.	LIVE OAK	TO REMAIN
16	7' cal.	LIVE OAK	TO REMAIN
17	16' ht./4"	CREPE MYRTLE	TO REMAIN
18	16' ht./4"	CREPE MYRTLE	TO REMAIN
19	16' ht./4"	CREPE MYRTLE	TO REMAIN
20	8' cal.	RED OAK	TO REMAIN
21	8' cal.	RED OAK	TO REMAIN
22	8' cal.	RED OAK	TO REMAIN
23	10' cal.	LIVE OAK	TO REMAIN
24	8' cal.	RED OAK	TO REMAIN
25	10' cal.	RED OAK	TO REMAIN
26	6' cal.	LIVE OAK	TO REMAIN: in patio
27	6' cal.	LIVE OAK	TO REMAIN: in patio

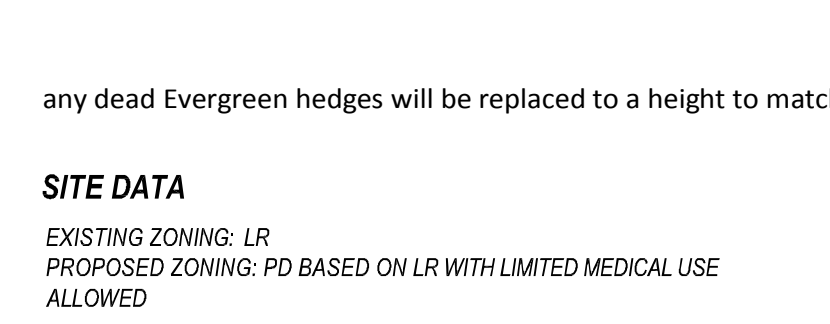
EXISTING TREE CHART

NO.	SIZE	SPECIES (COMMON NAME)	REMARKS
28	6' cal.	LIVE OAK	TO REMAIN
29	9' cal.	RED OAK	TO REMAIN
30	6' cal.	LIVE OAK	TO REMAIN
31	6' cal.	LIVE OAK	TO REMAIN
32	6' cal.	LIVE OAK	TO REMAIN
33	3' cal.	RED OAK	TO REMAIN
34	18' cal.	HOLLY	TO REMAIN
35	10' ht.	HOLLY	TO REMAIN
36	16' ht./4"	CREPE MYRTLE	TO REMAIN
37	10' cal.	RED OAK	TO REMAIN
38	3' cal.	LIVE OAK	TO REMAIN
39	3' cal.	LIVE OAK	TO REMAIN
40	3.5' cal.	RED OAK	TO REMAIN
41	3.5' cal.	RED OAK	TO REMAIN
42	3.5' cal.	RED OAK	TO REMAIN
43	3.5' cal.	RED OAK	TO REMAIN
44	3.5' cal.	RED OAK	TO REMAIN
45	3.5' cal.	RED OAK	TO REMAIN
46	3' cal.	RED OAK	TO REMAIN
47	3' cal.	RED OAK	TO REMAIN
48	14' ht./4"	CREPE MYRTLE	TO REMAIN
49	14' ht./4"	CREPE MYRTLE	TO REMAIN
50	16' ht./4"	CREPE MYRTLE (2)	TO REMAIN
51	8' cal.	LIVE OAK	TO REMAIN
52	3' cal.	LIVE OAK	TO REMAIN
53	8' cal.	HOLLY	TO REMAIN
54	8' ht.	HOLLY	TO REMOVE
55	8' cal.	LIVE OAK	TO REMAIN

EXISTING TREE LEGEND



GRAPHIC LEGEND



any dead Evergreen hedges will be replaced to a height to match the other existing Evergreen hedges

SITE DATA
 EXISTING ZONING: LR
 PROPOSED ZONING: PD BASED ON LR WITH LIMITED MEDICAL USE ALLOWED

SETBACKS
 FRONT: 25 FEET
 SIDE: 25 CORNER LOT, 10 FEET WEN ADJOINING SINGLE-FAMILY OR APARTMENT DISTRICT
 REAR: 0 FEET, 10 FEET WEN ADJOINING SINGLE-FAMILY OR APARTMENT DISTRICT

HEIGHT RESTRICTIONS: NOT TO EXCEED 2.5 STORIES OR 29 FEET

PARKING REQUIRED:
 1 SPACE PER 200 SFT. RETAIL USE PER APPROVED SITE PLAN
 1 SPACE PER 100 SFT RESTAURANT USE PER APPROVED SITE PLAN

PARKING PROVIDED
 REGULAR = 294 SPACES
 HANDICAP = 10 SPACES
 TOTAL SPACES PROVIDED: 304

SITE DATA
 NOTES REGARDING TABLE A ITEM 18:
 NO WETLAND AREAS DELINEATED BY APPROPRIATE AUTHORITIES AT TIME OF SURVEY

SQUARE FOOTAGE BREAKDOWN:
 LANDSCAPE: 100,759.04 S.F. / 2.313 ACRES
 NON-LANDSCAPE: 77,487.25 S.F. / 1.779 ACRES

BELT LINE ROAD AND CENTURION WAY ARE BOTH CONTIGUOUS TO THE PROPERTY WITH NO GAPS OR GORES PRESENT

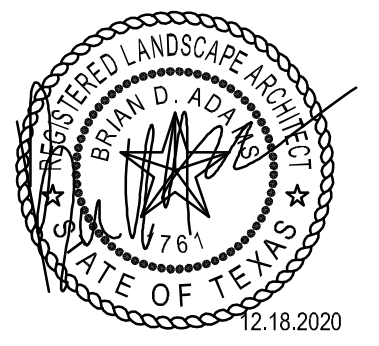
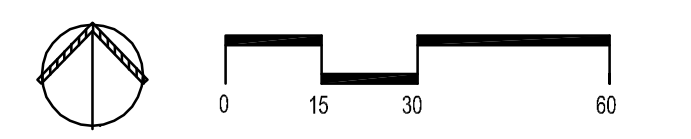
UNDERGROUND WATER AND SEWER LINES ARE SHOWN AS PER PLANS PROVIDED BY DAVID WILDE, INSPECTOR, INFRASTRUCTURE & DEVELOPMENT SERVICES, TOWN OF ADDISON, 214-215-6528

UNDERGROUND GAS LINES: LJ ROBINSON OF ATMOS ENERGY 214-206-2941 HAS BEEN CALLED. NO PLANS HAVE BEEN PROVIDED AT THE TIME OF THIS REVISION

APPLICANT:
 RICHARD MOTYCKA
 BELT LINE REALTY PARTNERS, LTD.
 P.O. BOX 24942
 Midlan, Texas 75702
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01 LANDSCAPE SITE PLAN



REV.	DATE	REMARKS

LANDSCAPE SITE PLAN

4135 - 4145 BELT LINE ROAD

LOT 3 AND 3A, BLOCK A - Addison West Industrial

TOWN OF ADDISON, TEXAS

smr landscape architects, inc. 1708 NORTH GRIFFIN
 Dallas, Texas 75302 Office: 214 871 0083

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BDA	BDA	12.18.2020	1"=40'			LSP.1



A EXISTING SOUTH FACADE: 4145 BELT LINE
Scale: NONE



B EXISTING WEST FACADE: 4145 BELT LINE
Scale: NONE



C EXISTING SOUTH FACADE: 4135 BELT LINE
Scale: NONE



D EXISTING EAST FACADE: 4135 BELT LINE
Scale: NONE



E EXISTING WEST FACADE: 4135 BELT LINE
Scale: NONE

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.

NO FACADE CHANGES ARE BEING PROPOSED AS PART OF THIS REZONING REQUEST

APPLICANT:

RICHARD MOTYCKA
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 P.O. BOX 24942
 Midland, Texas 79702
 (432) 683 8484
 rickm@midwayrealestate.net

OWNER:

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 P.O. BOX 24942
 Midland, Texas 79702
 (432) 683 8484
 rickm@midwayrealestate.net

ACTION	
APPROVED	DENIED
STAFF	_____
Date	Initials
COUNCIL	_____
Date	Initials

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

REV.	DATE	REMARKS				
EXISTING FACADES						
4135 - 4145 BELT LINE ROAD						
LOT 3 AND 3A, BLOCK A - Addison West Industrial						
TOWN OF ADDISON, TEXAS						
smr landscape architects, inc.		1708 NORTH GRIFFIN Dallas, Texas 75202 Office: 214 871 0083				
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BDA	BDA	11.12.2020	NONE			FAC.1

Council Meeting

10.

Meeting Date: 01/12/2021

Department: Development Services

Pillars: Excellence in Transportation Systems

Milestones: Promote Silver Line Development

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Changing the Zoning on a 5.147 acre Property Located at 4925 Arapaho Road to Amend the Existing Special Use Permit Through Ordinances 097-055 and 002-002 to Allow a Rail Station Use and Amend Development Plans for the Addison Transit Center.** Case 1820-Z/DART Transit Station

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 15, 2020, voted to recommend approval of an ordinance changing an existing Special Use Permit, through Ordinances 097-055 and 002-002, located at 4925 Arapaho Road, to include a rail station as an allowed use and amend development plans in order to allow a rail station at the Addison Transit Center with the following conditions:

- The rail station must be built in accordance with the design guidelines set forth by the Addison Art and Design Committee.
- The feed from the security cameras shall be available to the Addison Police Department, and/or other law enforcement agencies responsible for protecting the public.

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING: None

Please see Staff Report for additional details.

The Planning and Zoning Commission has included a condition that the video feed from the security cameras be available to the Addison Police Department and certain other law enforcement agencies. Staff has determined it is not feasible to make this connection. The Police Department will continue to work

closely with DART police on security issues at the station as is the current practice. Staff therefore recommends removing this condition.

RECOMMENDATION:

Administration recommends approval with the exception of the stipulation to make the station security cameras available to the Police Department.

Attachments

Staff Report - Addison Transit Center

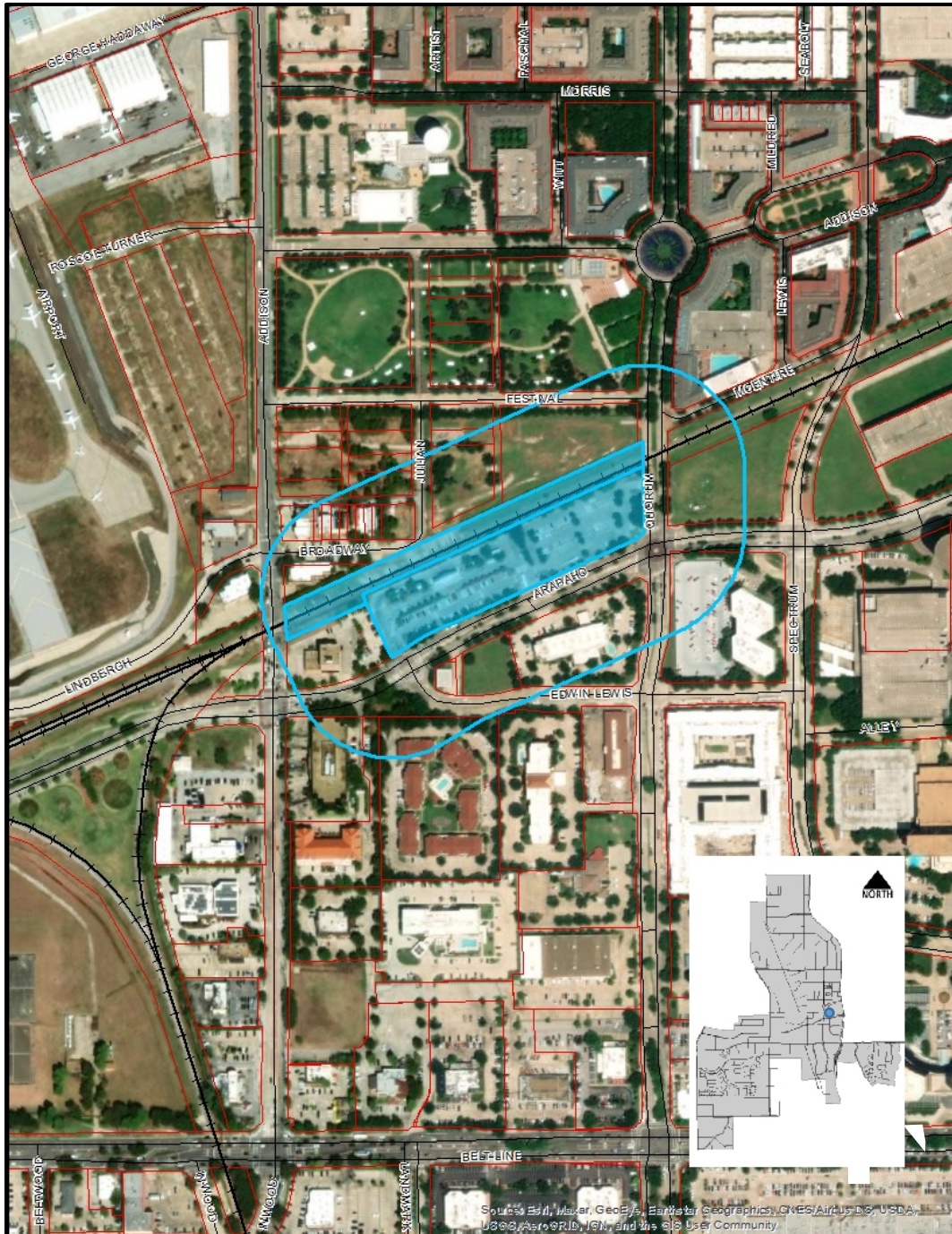
Ordinance - 1820-Z - Addison Transit Center SUP

Plans - Addison Transit Center

1820-SUP

PUBLIC HEARING Case 1820-SUP/DART Transit Station. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing an existing Special Use Permit, through Ordinances 097-055 and 002-002, located at 4925 Arapaho Road, to include a rail station as an allowed use and amend development plans, in order to allow a rail station at the Addison Transit Center.

LOCATION MAP





December 15, 2020

STAFF REPORT

RE: Case 1820-SUP/DART Transit Station

LOCATION: 4925 Arapaho Road

REQUEST: Approval of an ordinance changing an existing Special Use Permit, through Ordinances 097-055 and 002-002, located at 4925 Arapaho Road, to include a rail station as an allowed use and amend development plans, for the Addison Transit Center.

APPLICANT: Karl Crawley, Masterplan Consultants

DISCUSSION:

Background: The Addison Transit Center was built in 1997 on a 5.147-acre site located at the on the northwest corner of Arapaho Road and Quorum Drive to accommodate DART bus service. As the Addison Transit Center is located adjacent to existing rail infrastructure that had been designated for transit expansion by DART, the original plans indicated the future development of a rail station on the site.

Following an extensive planning process DART broke ground on the Silver Line rail transit line at the end of 2019. This will connect passengers from DFW Airport to the Shiloh Road Station in Plano with multiple stops along the route, including the Addison Transit Center. The Silver Line is anticipated to be completed in 2023, with the Addison Transit Center expected to see nearly 2,000 rail riders per weekday by 2040.

Proposed Plans: The applicant is proposing to build four covered rail platforms adjacent to the rail tracks that will be used for the DART Silver Line. Two of the platforms will be located on the north side of the tracks and two will be located on the south side of the tracks. The train platforms will be located adjacent to the existing Addison Transit Center, allowing passengers to use the existing facilities and easily transfer to DART buses. The station will include the special lighting, pavers, and art as approved by the Addison Art and Design Committee.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

The proposed rail station supports the Town's vision for the future of the Addison Transit Center and will act as an anchor for the future Addison Circle transit oriented development.

Staff recommends approval with the following condition:

1. The DART rail station must be built in accordance with the design guidelines set forth by the Addison Art and Design Committee.



Case 1820-SUP/DART Station

December 15, 2020

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 15, 2020, voted to recommend approval of an ordinance changing an existing Special Use Permit, through Ordinances 097-055 and 002-002, located at 4925 Arapaho Road, to include a rail station as an allowed use and amend development plans in order to allow a rail station at the Addison Transit Center with the following conditions:

- The rail station must be built in accordance with the design guidelines set forth by the Addison Art and Design Committee.
- The feed from the security cameras shall be available to the Addison Police Department, and/or other law enforcement agencies responsible for protecting the public.

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING AN EXISTING SPECIAL USE PERMIT FOR A PUBLIC UTILITY, TO INCLUDE A RAIL STATION, LOCATED AT 4925 ARAPAHO ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 4925 Arapaho Road, is zoned PD, Planned Development, through Ordinance Numbers 097-055 and 002-002; and

WHEREAS, at its regular meeting held on December 15, 2020 the Planning & Zoning Commission considered and made recommendations on a request for a rail station (Case No.1820-SUP); and

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

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

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

SECTION 1. 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. A Special Use Permit authorizing a rail station, on the property located at 4925 Arapaho Road, is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, landscape plan, and elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The rail station must be built in accordance with the design guidelines set forth by the Addison Art and Design Committee and adopted by the Addison City Council.
- (c) To specifically promote the health, welfare and safety of Addison's residents and bus and train riders, security cameras are required such that the platform, bus area and parking lot be visible on-camera. The feed from the security cameras shall be available to the Addison Police Department, and other law enforcement agencies responsible for protecting the public.

(d) If the property for which this Special Use Permit is granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permits granted herein.

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 12TH day of JANUARY 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

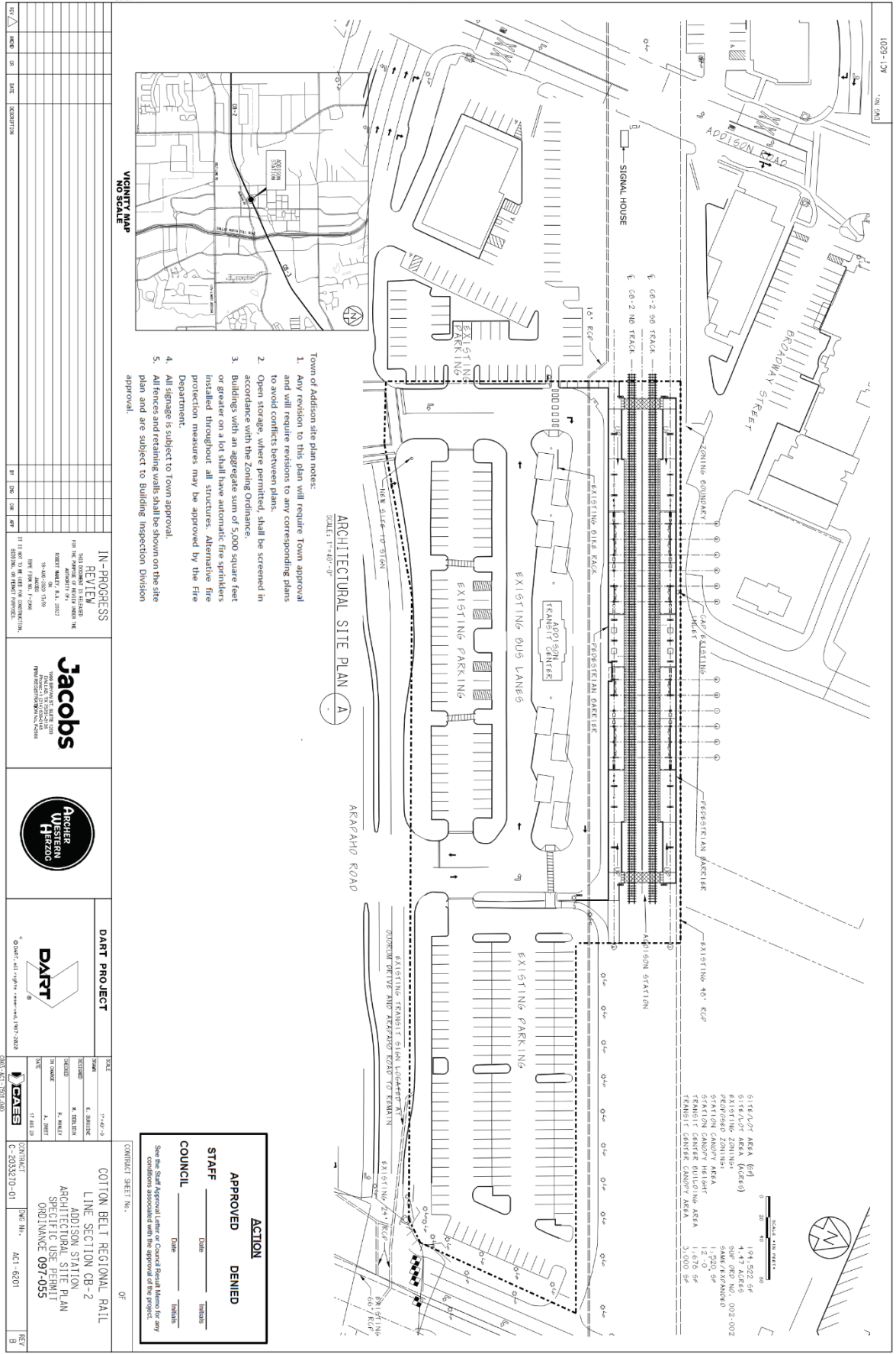
APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

14-SEP-2020 15:51
C:\02-AC1-6201_040



ARCHITECTURAL SITE PLAN A
SCALE: 1"=40'-0"

- Town of Addison site plan notes:**
1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
 2. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
 3. Buildings with 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.
 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.

VICINITY MAP
NO SCALE

REV	DATE	DESCRIPTION	BY	CHEK	APP

IN-PROGRESS REVIEW

THIS DOCUMENT IS UNFINISHED FOR THE APPROVED TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE DESIGN SHALL BE MADE BY THE DESIGNER. THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION. SIGNING OF THESE DOCUMENTS, OR THESE PROVISIONS, SHALL BE THE RESPONSIBILITY OF THE DESIGNER.

DATE: 08-20-2020
TIME: 14:00:00
USER: JACOBSON



SCALE	DATE	BY	CHEK	APP
1"=40'-0"	11/14/20	K. JOHNSON	K. JOHNSON	K. JOHNSON
		K. JOHNSON	K. JOHNSON	K. JOHNSON
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		K. JOHNSON	K. JOHNSON	K. JOHNSON
		K. JOHNSON	K. JOHNSON	K. JOHNSON

CONTRACT SHEET NO. OF

COTTON BELT REGIONAL PAUL

LINE SECTION CB-2

ADDISON STATION PLAN

SPECIAL USE PERMITS

PERFORMANCE 097-055

DATE: _____ TIME: _____

APPROVED: _____ DENIED: _____

STAFF: _____

COUNCIL: _____

CONTRACT: C-2035270-01

DWG. NO.: AC1-6201

5176 LUT AREA (sq) 194,522 sq

5176 LUT AREA (acres) 4.47 ACRES

EXISTING ZONING: SUB DIST NO. 002-002

STATION CANOPY AREA: 1,500 sq

STATION CANOPY HEIGHT: 12'-0"

TRANSIT CENTER BUILDING AREA: 1,678 sq

TRANSIT CENTER CANOPY AREA: 3,000 sq

EXHIBIT A

KB056703
 Def 03/11

15-SEP-2020 10:44
 (B02-A05-6203_008)

DWG No. ACS-6203

REV	DATE	DESCRIPTION	BY	CHK	APP

IN-PROGRESS REVIEW
 THIS DOCUMENT IS RELEASED FOR THE COMPETITIVE BIDDING PROCESS FOR THE PROJECT UNDER THE CONTRACT FOR THE COTTON BELT REGIONAL PAUL DONOVAN STATION IMPROVEMENTS SPECIFIC USE BESEMI OROJANANCE 097-055

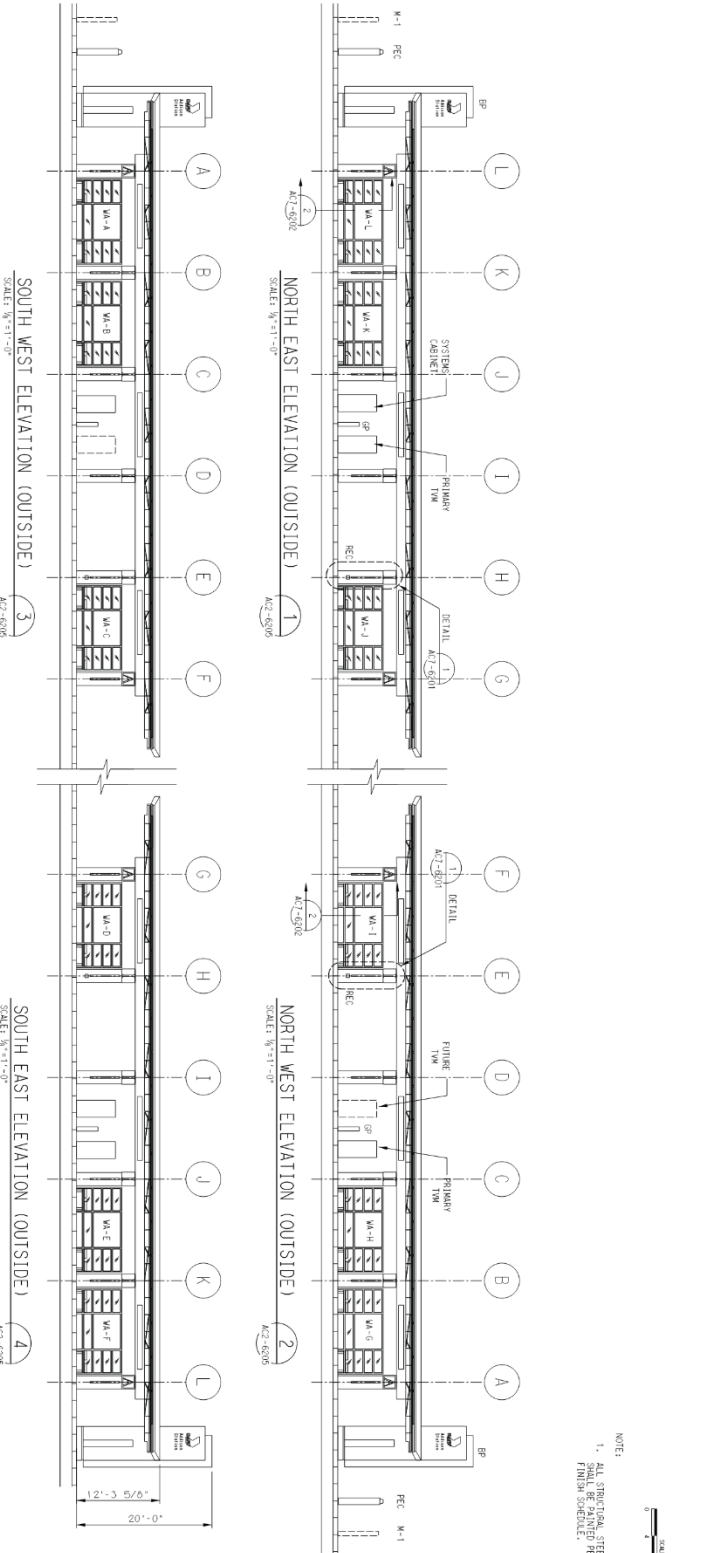
JACOBS
 1000 NORTH MAIN STREET
 AUSTIN, TEXAS 78701

ARCHIER WESTERN HERZOG
 ARCHITECTS
 1000 NORTH MAIN STREET
 AUSTIN, TEXAS 78701

DART PROJECT

DART

SCALE	1"=4'-0"
DATE	9/15/20
PROJECT	COTTON BELT REGIONAL PAUL DONOVAN STATION IMPROVEMENTS SPECIFIC USE BESEMI OROJANANCE 097-055
CONTRACT	C-2023270-01
DWG No.	ACS-6203



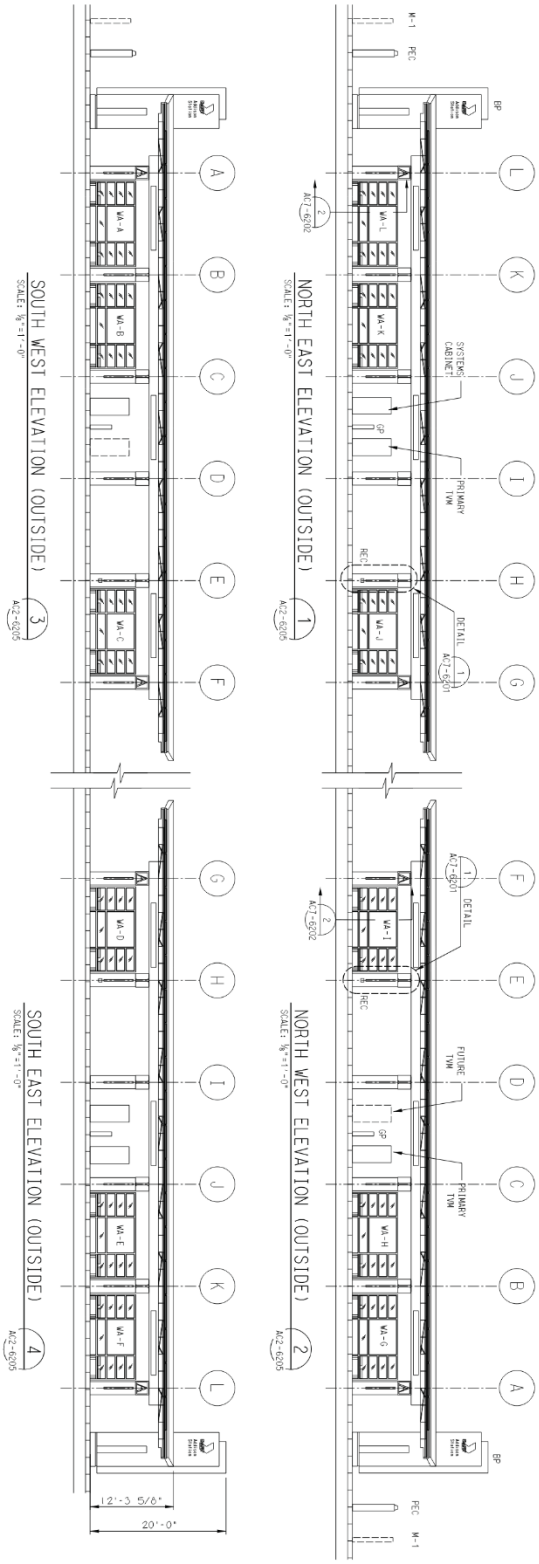
NOTE:
 1. ALL STRUCTURAL STEEL COMPONENTS SHALL BE PAINTED PER STATION FINISH SCHEDULE.

NOT AN APPROVED DRAWING
 IN-PROGRESS 60% DESIGN

EXHIBIT A

15-SEP-2020 16:44
8202-ACS-6203_008

DWG No.: ACS-6203



SCALE: 1/8\"/>

REV	DATE	DESCRIPTION	BY	CHK	APP

IN-PROGRESS REVIEW
 THIS DOCUMENT IS THE PROPERTY OF ARCHER DESIGN AND ENGINEERING, INC.
 FOR THE PROJECT OF REGIONAL RAIL ADDISON STATION.
 ROBERT HANSEN, P.E., M.ASCE
 10-862-71130
 1015 W. WOODLAND AVENUE
 SUITE 400
 AUSTIN, TEXAS 78751

JACOBS
 CONSULTING ENGINEERS
 1701 WEST END AVENUE
 SUITE 200
 AUSTIN, TEXAS 78701
 PH: 512.476.2000
 FAX: 512.476.2001
 WWW.JACOBS.COM

ARCHER DESIGN AND ENGINEERING
 1015 W. WOODLAND AVENUE
 SUITE 400
 AUSTIN, TEXAS 78751
 PH: 512.476.2000
 FAX: 512.476.2001
 WWW.ARCHERAE.COM

DAIRT PROJECT
 DART
 COTTON BELT REGIONAL RAIL
 0202-2177-7201.dwg

DATE	12-02-16
DESIGNED	K. O'NEIL
CHECKED	R. HANSEN
IN CHARGE	A. MORTI
TEXT	11-02-16

CONFIDENTIAL SHEET NO.
 OF

COTTON BELT REGIONAL RAIL
 LINE SECTION CB-2
 ENLARGED CANDY ELEVATIONS
 SPECIFIC TO USE PERMIT
 ORDINANCE 091-035

NOT AN APPROVED DRAWING
 IN-PROGRESS 60% DESIGN

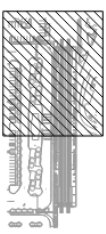
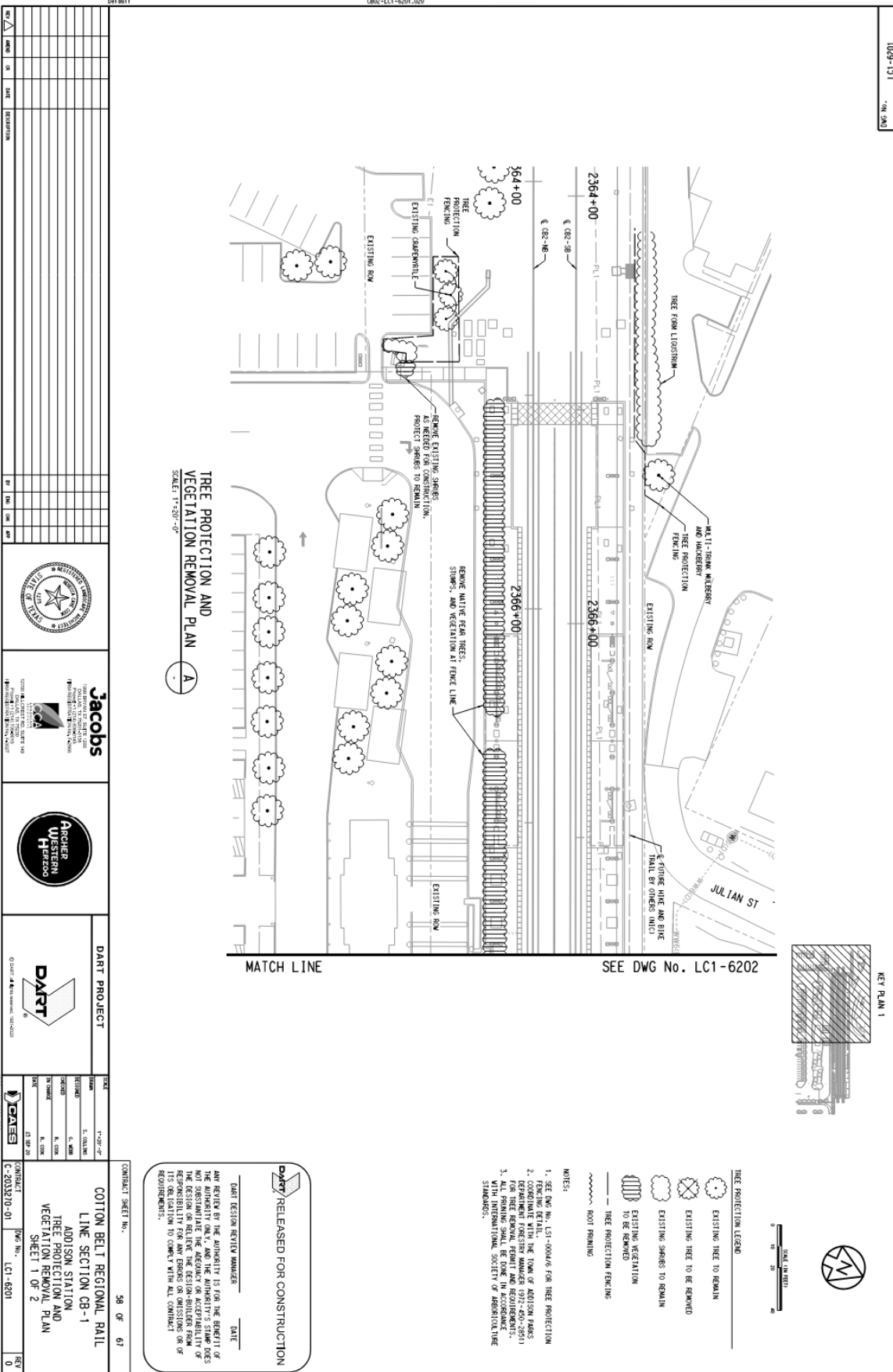
CONTRACT
 C-2013270-01
 DWG No.: ACS-6203

REV: B

EXHIBIT A

16-NOV-2020 11:11
0802-LC1-6201.620

DWG No. 1029-LC1



- TREE PROTECTION LEGEND**
- EXISTING TREE TO REMAIN
 - EXISTING TREE TO BE REMOVED
 - EXISTING TREES TO REMAIN
 - EXISTING VEGETATION TO BE REMOVED
 - TREE PROTECTION FENCE LINE
 - ROOT PRUNING

NOTES:

1. SEE DWG NO. LC1-6201.6 FOR TREE PROTECTION
2. CONSULT WITH THE TOWN OF Addison PARKS DEPARTMENT FORESTRY MANAGER (972-459-2691) FOR THE REMOVAL PERMIT AND REQUIREMENTS.
3. REFER TO THE INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS.

DART RELEASED FOR CONSTRUCTION

DART DESIGN REVIEW NUMBER: _____ DATE: _____

ANY REVIEW BY THE AUTHORITY IS FOR THE BENEFIT OF THE AUTHORITY ONLY, AND THE AUTHORITY'S STAMP DOES NOT SUBSTITUTED THE AGENCY'S ACCEPTABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS OR ITS OBLIGATION TO COMPLY WITH ALL CONTRACT REQUIREMENTS.

**TREE PROTECTION AND
VEGETATION REMOVAL PLAN**
SCALE: 1"=20'-0"

NO.	REV.	DATE	DESCRIPTION	BY	CHK.	APP.

DART PROJECT			
SHEET	NO.	DATE	DESCRIPTION

CONTRACT SHEET NO.	98 OF 67
COTTON BELT REGIONAL RAIL	LINE SECTION CB-1
ADDISON STATION	TREE PROTECTION AND VEGETATION REMOVAL PLAN
SHEET 1 OF 2	REV. 0

EXHIBIT A

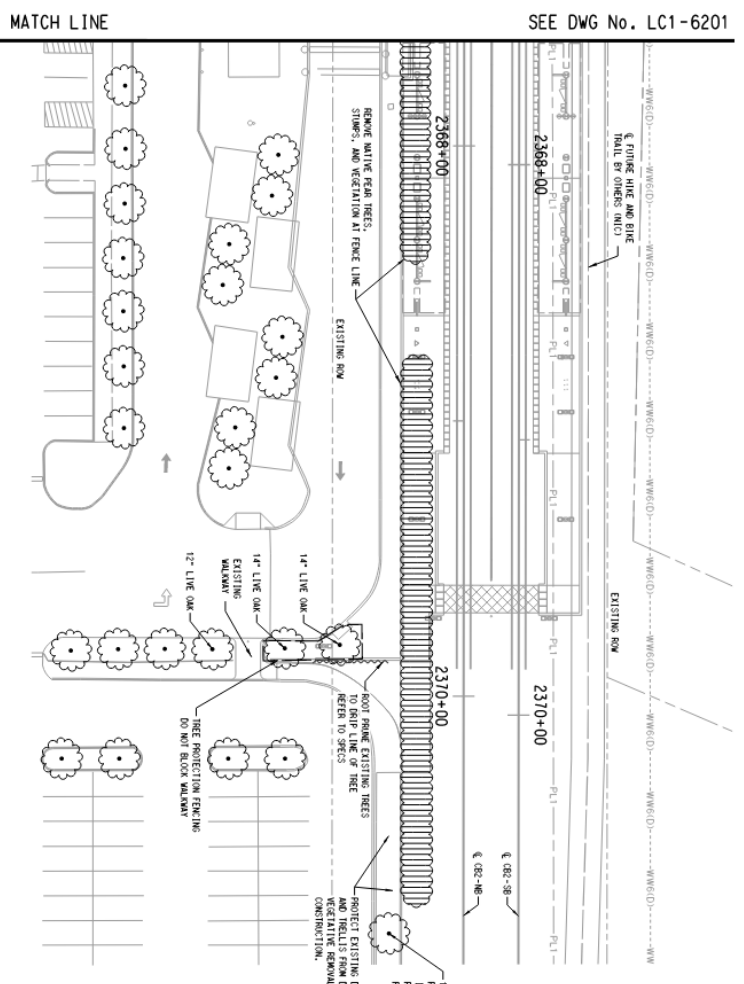
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2029-131

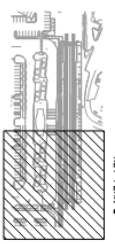
DWG
Default

REV	DATE	REVISION

TREE PROTECTION AND VEGETATION REMOVAL PLAN SCALE: 1"=20'-0"



KEY PLAN 2



- TREE PROTECTION LEGEND**
- EXISTING TREE TO REMAIN
 - EXISTING TREE TO BE REMOVED
 - EXISTING SHRUBS TO REMAIN
 - EXISTING SHRUBS TO BE REMOVED
 - EXISTING VEGETATION TO BE REMOVED
 - TREE PROTECTION FENCING
 - ROOT PROTECTION FENCING
- NOTES:**
- SEE DWG NO. LC1-0004/6 FOR TREE PROTECTION
 - COORDINATE WITH THE TOWN OF Addison PARKS DEPARTMENT FORESTRY MANAGER (972-652-2851) FOR TREE REMOVAL PERMITS AND CONSIDERATIONS.
 - VERIFY ALL TREE PROTECTION FENCING STANDARDS WITH INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS.

RELEASED FOR CONSTRUCTION

DART DESIGN REVIEW MANAGER _____ DATE _____

ANY REVIEW BY THE AUTHORITY IS FOR THE BENEFIT OF THE AUTHORITY ONLY, AND THE AUTHORITY'S STAMP DOES NOT REPRESENT THE AGENCY OR ACCEPTABILITY OF RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS OR ITS ORIGINATOR TO COMPLY WITH ALL CONTRACT REQUIREMENTS.

Jacobus
ENGINEERING
13730 ALBUQUERQUE BLVD, SUITE 140
DALLAS, TEXAS 75244
PHONE: (214) 232-1300
WWW.JACOBUS-ENGINEERING.COM

Aspired
WESTERN
HERTZ

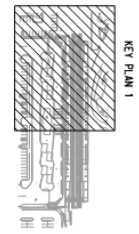
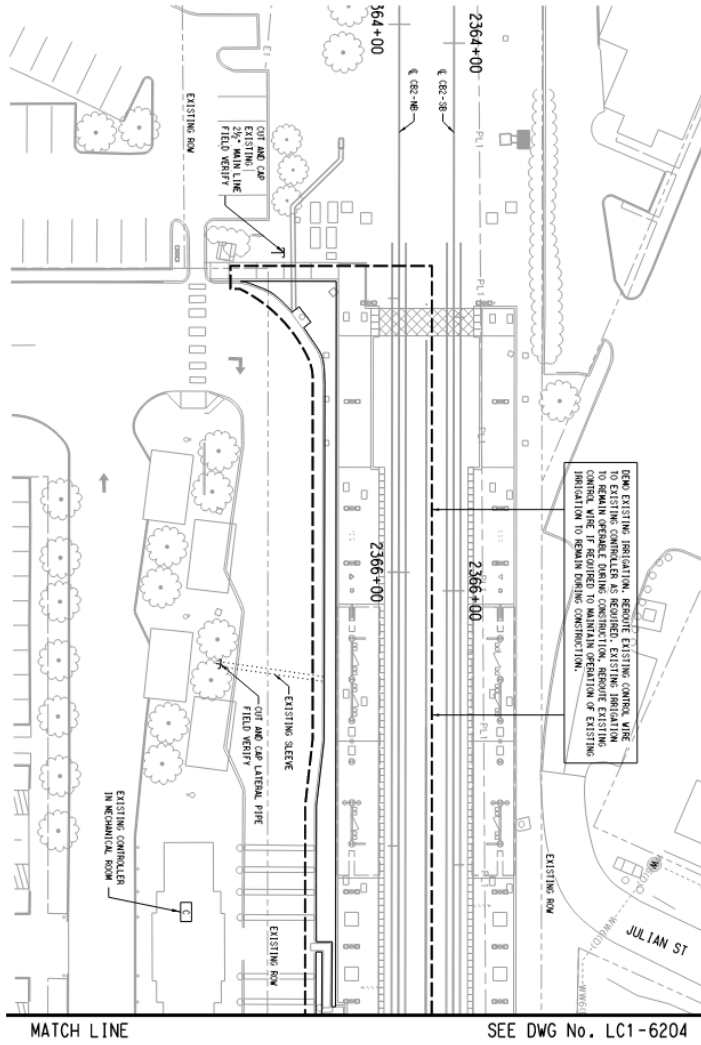
DART PROJECT
© 2017 DART PROJECT, INC. (2017)

DATE		1"=20'-0"	
TITLE		COTTON BELT REGIONAL RAIL	
SCALE	1"=20'-0"		
DESIGNED	S. COLE		
CHECKED	S. WHEE		
IN CHARGE	A. COOK		
DATE	23 JAN 21		
PROJECT	C-2033270-01		
DATE	11-11-2020		
SHEET	99 OF 67		REV 0

EXHIBIT A

DWG No. LC1-6204
16-NOV-2020 11:11
C802-LC1-6204_000

DWG No. LC1-6204



- IRRIGATION PROTECTION LEGEND**
- EXISTING ELECTRICAL CONTROL VALVE
 - EXISTING REMOTE CONTROL VALVE
 - EXISTING CONTROL VALVE
 - CUT AND CAP EXISTING LATERAL PIPE
 - CUT AND CAP EXISTING MAINLINE PIPE
 - MAINLINE PIPE
 - LATERAL PIPE
 - EXISTING SLEEVE

- NOTES:**
- FIELD DART LIMITS OF IRRIGATION PROTECTION AND REMOVAL TO ACCOMMODATE SITE CONDITIONS AND CHANGES IN SCOPE BY OTHER CONSTRUCTION TRADES.
 - DURING ALL PHASES OF CONSTRUCTION, PROTECT EXISTING IRRIGATION SYSTEMS AND REMOVAL OF EXISTING IRRIGATION OPERATION ON A WEEKLY BASIS TO ENSURE THAT PLANTINGS RECEIVE ADEQUATE WATERING.
 - SEE DWG No. LC1-6202 FOR IRRIGATION NOTES.
 - SEE DWG No. LC1-6201 AND LC1-6202 FOR IRRIGATION NOTES.
 - SEE DWG No. LC1-6201 AND LC1-6202 FOR IRRIGATION NOTES.

DART
RELEASED FOR CONSTRUCTION

DART DESIGN REVIEW MANAGER _____ **DATE** _____

ANY REVIEW BY THE AUTHORITY IS FOR THE BENEFIT OF THE AUTHORITY ONLY, AND THE AUTHORITY'S STAMP DOES NOT CONSTITUTE THE AUTHORITY'S ACCEPTANCE OF RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS OR OF ITS OBLIGATION TO COMPLY WITH ALL CONTRACT REQUIREMENTS.

REV	DATE	DESCRIPTION	BY	CHK	APP	PROJECT	SHEET	DRAWING	SCALE	DATE	BY	CHK	APP

City of Addison
1000 W. GULF ST.
ADDISON, TEXAS 75001

Jacobs
1000 W. GULF ST.
ADDISON, TEXAS 75001

AgriWestern Hertzco

DART PROJECT

COTTON BELT REGIONAL RAIL

ADDITION STATION

IRRIGATION PROTECTION

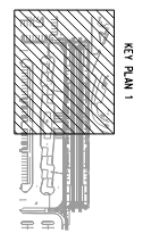
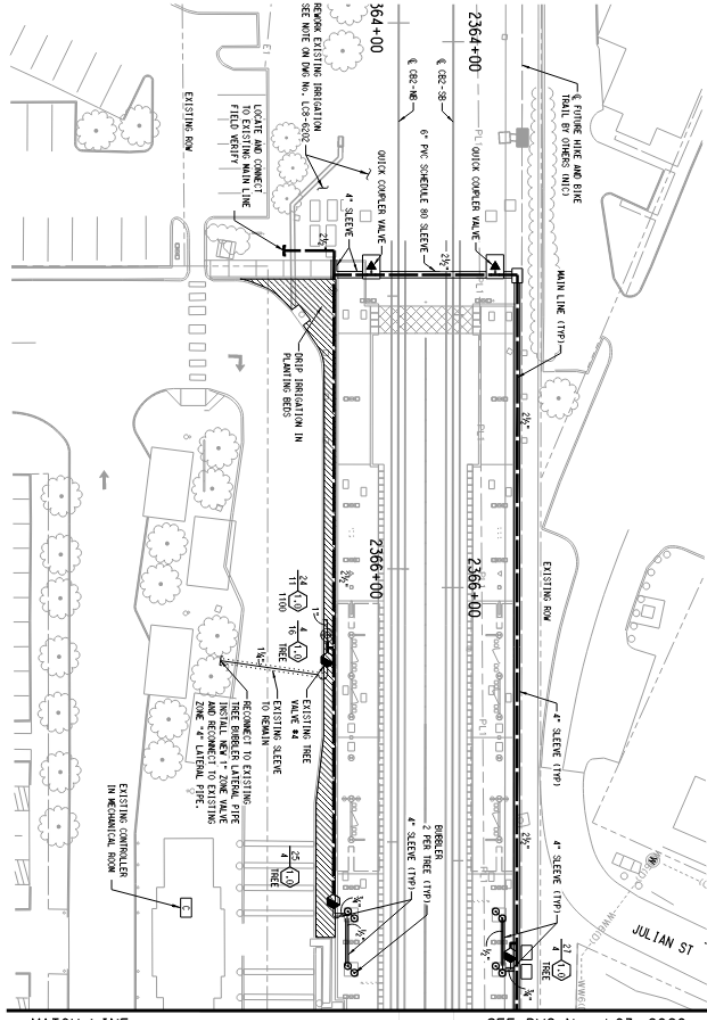
AND REMOVAL PLAN

SHEET 1 OF 2

CONTRACT SHEET NO.	60 OF 61
CONTRACT NO.	C-201370-01
DRAWING NO.	LC1-6204
REV	0

EXHIBIT A

1029-C31 (Rev. 09/13)





- NOTES:
1. SEE DWG. NO. LC3-6202 FOR IRRIGATION LEGEND.
 2. REFER TO DWG. NO. L31-0010, L31-0010A AND L31-0011 FOR STANDARD IRRIGATION LEGEND AND GENERAL NOTES, AND DWG. NO. L31-0012 THROUGH L31-0014 FOR VALVE AND VALVE BOX LEGEND.
 3. IRRIGATION MAINLINE AND VALVES SHALL BE OUTSIDE LIMITS FOR GRADE, CLARITY AND SHALL BE ASSEMBLED WITHIN THE LIMITS OF CONSTRUCTION.
 4. THE IRRIGATION CONNECTION TO THE EXISTING MAINLINE AND MEETS THE CURRENT ADDISON CONNECTION SHALL BE TO THE EXISTING IRRIGATION POINT OF CONNECTION TO THE MOST CURRENT ADDISON STANDARDS AND TEST THE EXISTING DEVICE IS FUNCTIONING PROPERLY. LICENSED IRRIGATION CONTRACTOR SHALL REPLACE EXISTING BACKFLOW DEVICE IF IT FAILS THE BACKFLOW TEST.

LANDSCAPE IRRIGATION PLAN A
SCALE: 1"=20'-0"

prevc
Default

16-NOV-2020 11:11
1802-LC3-6201-020

NO.	REV.	DATE	DESCRIPTION

Jacobs
HYDRAULIC AND IRRIGATION DESIGN
1910 W. STATE ST., SUITE 300
FARGO, ND 58103
PH: 701.781.7600
Jacobs Style
DESIGN & CONSTRUCTION

Archer Wierhoff
CITY OF ADDISON
1124 W. STATE ST., SUITE 300
FARGO, ND 58103
PH: 701.781.7600

DAFT PROJECT
DAFT ENGINEERING & CONSTRUCTION
3005 W. STATE ST., SUITE 300
FARGO, ND 58103
PH: 701.781.7600

GABE
CITY OF ADDISON
1124 W. STATE ST., SUITE 300
FARGO, ND 58103
PH: 701.781.7600

PROJECT	CONTRACT	DATE	BY
COTTON BELT REGIONAL RAIL	LC3-6201	6/2/20	0
LINE SECTION CB-2			
ADDISON STATION			
LANDSCAPE IRRIGATION PLAN			
SHEET 1 OF 2			

DAFT
RELEASED FOR CONSTRUCTION

DAFT DESIGN REVIEW NUMBER: _____ DATE: _____
 ANY REVIEW BY THE AUTHORITY IS FOR THE BENEFIT OF THE APPLICANT ONLY, AND THE AUTHORITY'S STAMP DOES NOT SUBSTANTIATE THE ADEQUACY OR ACCEPTABILITY OF THE DESIGN OR RELIEVE THE DESIGN-BUILDER FROM ANY OF ITS OBLIGATION TO COMPLY WITH ALL CONTRACT REQUIREMENTS.

EXHIBIT A

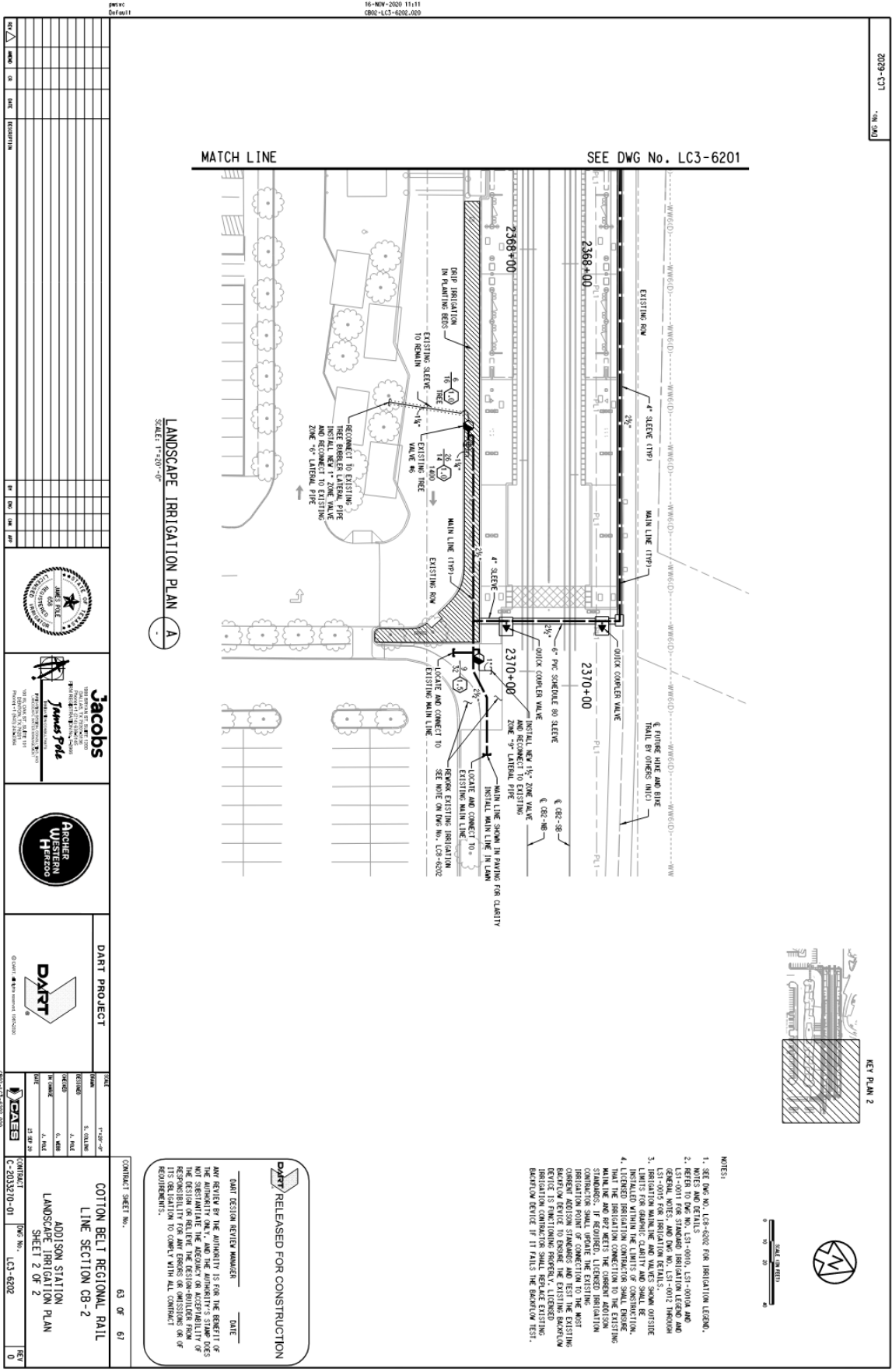


EXHIBIT A

16-NON-2020-020 12/15
 082-001 08-17-17 00-00-00

56911
 08/11

2029-9371
NO. 540

IRRIGATION LEGEND

- 1. METEOR GAUGE RAIN GAGE ASSEMBLY MODEL NUMBER PER INSTALLATION NOTE 7
- 2. SEE DETAIL LSI-0017/1
- 3. DRIP VALVE TO INCLUDE 1/40 MESH FILTER
- 4. NO SUBSTITUTION WILL BE APPROVED

OLD CASTLE PRECAST CONCRETE VALVE BOX

1. SET DETAIL LSI-0017/6
2. 1/40 MESH LID SHALL BE PAINTED PAPER
3. USE UNPAINTED EXTENSION
4. ON SOME SUBSTITUTION IF APPROVED

STEEVE PIPES, SIZE NOTED ON PLAN UNLESS OTHERWISE EXISTING

CUT AND CAP EXISTING LATERAL PIPE

CUT AND CAP EXISTING MAIN LINE PIPE

RAINBIRD #1402 PRESSURE COMPENSATING BUBBLER NOZZLE TWO PER PLATFORM TREE, SET ON OPPOSITE SIDES OF ROOT BALL

RAINBIRD 1/40-MESH SERIES PER JP GRAY HEADS WITH UNITS 1/40-MESH STREAM BUBBLER NOZZLES, TWO PER TREE IN TURF AND PLANT BEDS, REFER TO DWG No. SA-S1-0013

CONTROLLER STATION

VALVE SIZE

APPROXIMATE LINEAR FOOTAGE OF DRIP TUBING

INSTALLATION NOTES

1. COMPLETE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS TO PROVIDE COMPLETE COVERAGE WITH MINIMUM OVERSPRAY. THE IRRIGATION CONTROLLER SHALL MAKE MINOR ADJUSTMENTS TO ENGINE PATTERN COVERAGE AT NO ADDITIONAL COST TO THE OWNER. THE IRRIGATION CONTROLLER SHALL BE RESPONSIBLE FOR ADJUSTING AND TIGHTENING THE IRRIGATION CONTROLLER AND NOTING THE IRRIGATION CONTROLLER SHALL PAY ANY ASSOCIATED FEES UNLESS OTHERWISE NOTED. ALL LOCAL CODES SHALL PREVAIL OVER ANY DISCREPANCIES HEREIN AND SHALL BE ADDRESSED BEFORE ANY CONSTRUCTION BEGINS.
2. EXISTING IRRIGATION CONTROLLERS LOCATED WITHIN THE BUS TRAMWAY CENTER WILL BE UTILIZED FOR THIS SYSTEM.
3. PROVIDE ONE QUICK CONNECT KEY WITH SWGEL HOSE END FOR EVERY SIX QUICK CONNECT VALVES, MINIMUM ONE SET.
4. CONTRACTOR IS TO CONTACT APPROPRIATE AGENCIES AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
5. THE PROPOSED LOCATIONS OF ALL ABOVE-GROUND EQUIPMENT INCLUDING BATTERY RESERVOIRS, CONTROLLERS AND WEATHER SENSORS SHALL BE STAMPED BY THE CONTRACTOR FOR APPROVAL BY THE COM BEFORE THESE ITEMS ARE INSTALLED.
6. ALL HEADS SHALL BE INSTALLED A MINIMUM OF 4" FROM PARALLEL SIDES, 16" OR GREATER WHERE REQUIRED BY LOCAL CODES FINAL HEAD ADJUSTMENTS BY THE CONTRACTOR SHALL INCLUDE THE ADDITION OF GREEN VALVES WHERE NEEDED TO PREVENT EXCESSIVE LOW HEAD DRAINAGE. NUMBER OF HEADS WHEN NEEDED WITHIN AN ADDITIONAL COST TO THE OWNER.
7. ALL VALVES CONNECTED TO DRIP WITHIN THE ROW OF .25 TO 2.4 FEW SHALL BE WEATHERED PER MINUTE SHALL BE WEATHERED (L1210015)-489P. ALL DRIP VALVES SHALL INCLUDE P15 REGULATOR AND 1/40 MESH FILTER.
8. CONTRACTOR TO REPAIR ALL AREAS DISTURBED BY CONSTRUCTION.

COORDINATION WITH EXISTING TREES

1. THE CONTRACTOR SHALL VISIT THE SITE BEFORE CONSTRUCTION BEGINS TO BECOME FAMILIAR WITH THE EXISTING SYSTEM LAYOUT, REMOVE, REPAIR, OR REINSTALL EXISTING EQUIPMENT INCLUDING MAINLINE AND CONTROL WIRES AS REQUIRED TO MAINTAIN CONTINUED AUTOMATIC WITHIN THE LIMITS OF WORK WHICH IS INDICATED TO REMAIN.
2. LISTED IRRIGATION CONTRACTOR SHALL REVIEW EXISTING IRRIGATION TO INCLUDE AND REMOVE EXISTING IRRIGATION EQUIPMENT. RE-SPACED IRRIGATION SHALL BE INSTALLED ACCORDING TO STATE SPECIFICATIONS.
3. LISTED IRRIGATION CONTRACTOR SHALL VERIFY THAT THE IRRIGATION CONNECTION TO THE EXISTING MAINLINE AND B2 MEETS THE CURRENT ADDISON STANDARDS. IF REQUIRED, LISTED IRRIGATION CONTRACTOR SHALL UPDATE THE EXISTING IRRIGATION POINT OF CONNECTION TO THE MOST CURRENT ADDISON STANDARDS AND TEST THE EXISTING BACKFLOW PREVENTER TO VERIFY IT MEETS THE CURRENT ADDISON STANDARDS. LISTED IRRIGATION CONTRACTOR SHALL REPLACE EXISTING BACKFLOW DEVICE IF IT FAILS THE BACKFLOW TEST.

COORDINATION WITH EXISTING TREES

NO MACHINE TRUCKING SHALL BE PERMITTED WITHIN THE ROOT ZONE OF EXISTING TREES. HAND-DIG ONLY WITHIN THE ROOT ZONES OF EXISTING TREES. NO ROOTS OVER 1" DIAMETER SHALL BE CUT. STAKE ALL PROPOSED TREMOR NOTICES NEAR EXISTING TREES FOR APPROVAL BY THE OWNER BEFORE CONSTRUCTION BEGINS.

SLEEVING

REFER TO SPEC SECTION IRRIGATION SEGENS 2.1.14

1. SLEEVES MUST BE 1/4" SMALLER THAN ASH DIPS, POLYVINYL CHLORIDE PIPE, 1/4" SCHEDULE 40, WITH ASH DIPS SCHEDULE 40 FITTINGS.
2. SLEEVES MUST HAVE SMOOTH ENDS, WITH ASH DIPS, POLYVINYL CHLORIDE PIPE, SCHEDULE 40, WITH ASH DIPS SCHEDULE 80 FITTINGS.

Addison

Jacobs

Archer Western Herzog

DART PROJECT

RAINBIRD #1402 SERIES TREE BUBBLER IN GRATES

NO SCALE

NO.	QUANTITY	DESCRIPTION

RELEASED FOR CONSTRUCTION

DART DESIGN REVIEW NUMBER _____ DATE _____

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CONTRACT SHEET NO. 64 OF 67

COTTON BELT REGIONAL RAIL
 LINE SECTION CB-2
 ADDISON STATION
 IRRIGATION LEGEND AND NOTES

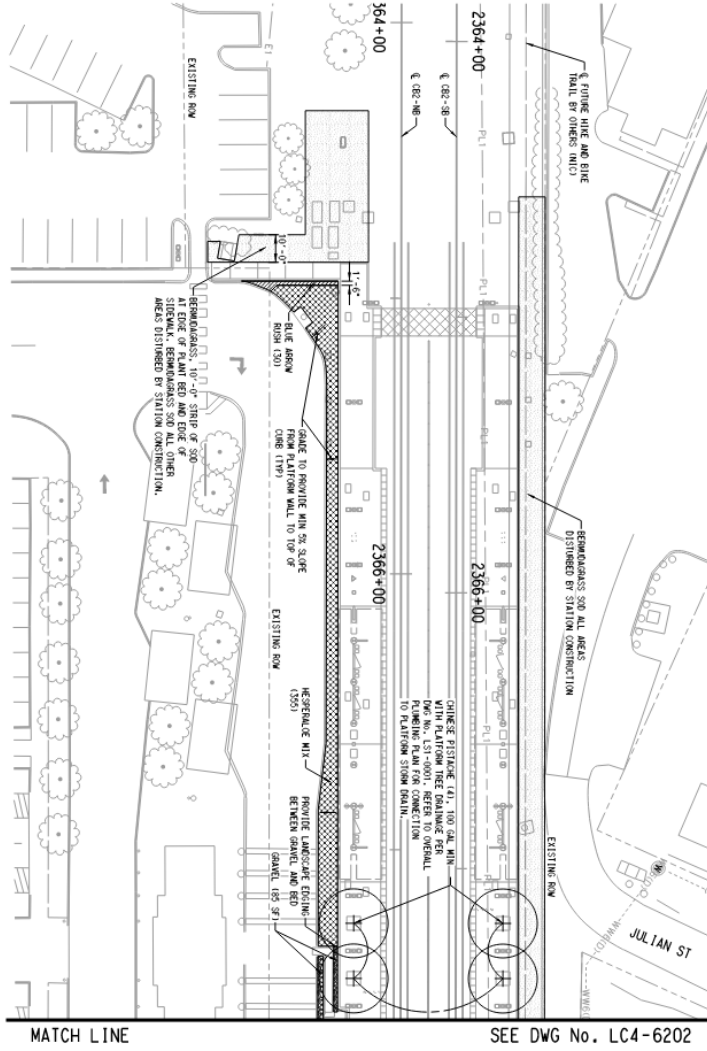
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EXHIBIT A

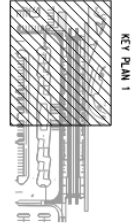
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1029-1C4-6201
DWG No.



LANDSCAPE PLANTING PLAN
SHEET 1 OF 2
A



PLANTING LEGEND

- BERMUDGRASS (500)
- HESPERALOE MIX
- OPENLINE LINIFORE
- BLUE ASHUM RISH
- GRAVEL
- SHADE TREE
- EXISTING TREE TO REMAIN

NOTE:
REFER TO DWG No. LST-0001, LST-0002, LST-0003
AND LST-0004 FOR DRAINAGE AND PLANTING DETAILS

DRAFT RELEASED FOR CONSTRUCTION

DATE	DATE
DART DESIGN REVIEW MANAGER	

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NO.	DATE	DESCRIPTION
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JACOBS
12000 BELLEVUE BLVD., SUITE 1000
FARMINGTON, CT 06030
TEL: 860.271.1200
WWW.JACOBS.COM

**ARCHER
WILSTEEN
HERZOG**

DART PROJECT

DART

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PAVES

11 2019 21

CONTRACT C-2032710-01
DWG No. LCA-6201

CONTRACT SHEET NO.	65 OF 61
PROJECT	COTTON BELT REGIONAL RAIL
LINE SECTION	CB-2
ADDISON STATION	
LANDSCAPE PLANTING PLAN	
SHEET 1 OF 2	
REV	0

EXHIBIT A

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DWG No. LC4-6202

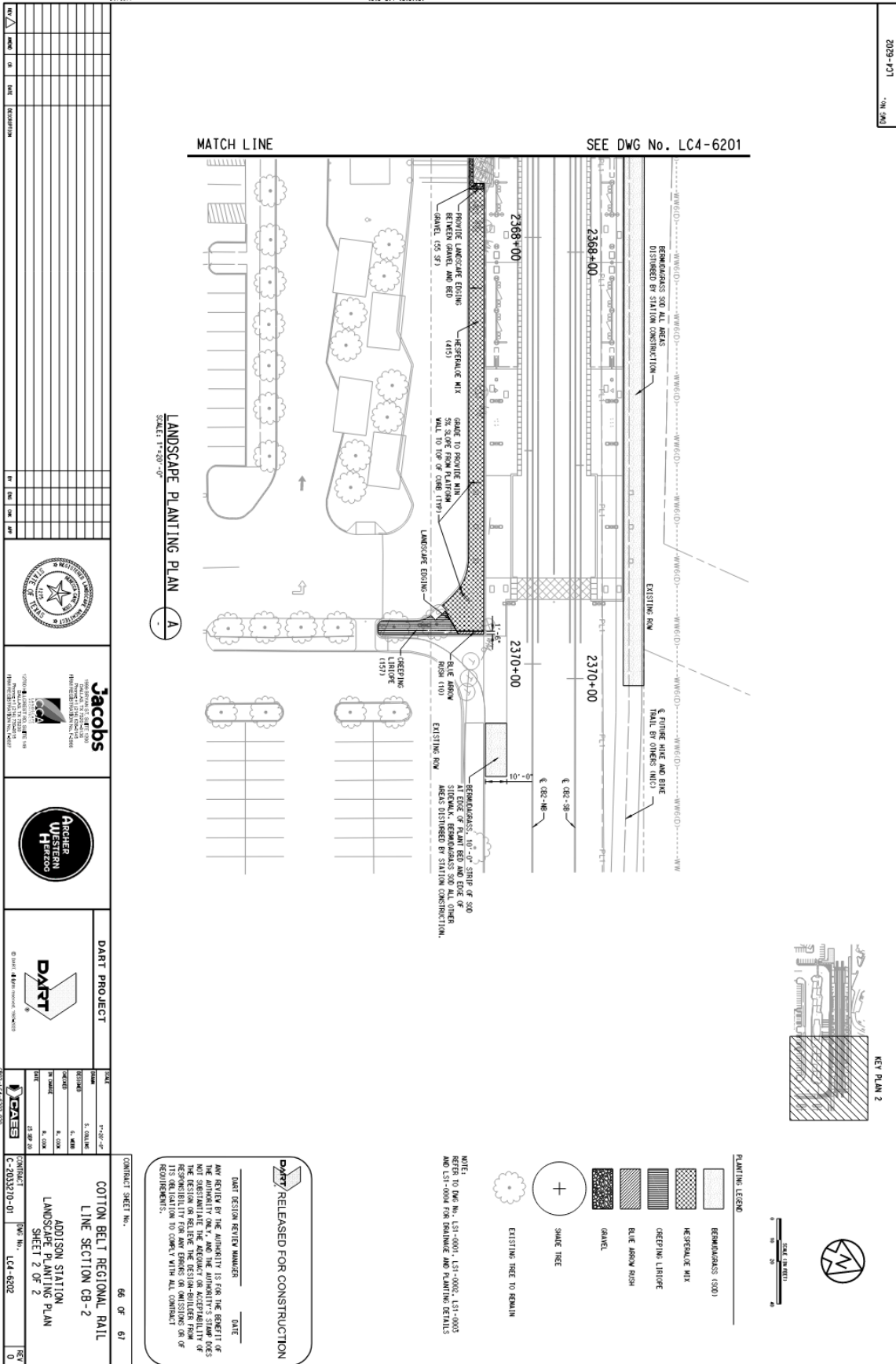


EXHIBIT A

1029-821
18 960

PLANT AND MATERIAL LIST - ADDISON STATION

QTY	COMMON NAME / SCIENTIFIC NAME	SIZE	REMARKS	
TREES				
4	ORANGE PISTACHE / PISTACHIA GINERIS ORANGE PISTACHE / PISTACHIA GINERIS ORANGE PISTACHE / PISTACHIA GINERIS	4" CALIPER MIN 100 GAL	12'-14' HEIGHT, 8"-10" SPREAD, FULL SINGLE STRAIGHT LEADER, SPECIMEN GAUGE, MATCHED, TREE TRUNK TYPE 1	
SHRUBS, GROUNDCOVERS, PERENNIALS				
96	11% RED WICKA / HESPERALOE PAVITUBA	5 GAL	PLANT EACH SPECIES LISTED BELOW IN GROUPINGS OF 3 TO 7 THAT ARE PLACED RANDOMLY THROUGHOUT THE MIX.	
417	48% YELLOW WICKA / HESPERALOE PAVITUBA	5 GAL		
151	15% DESERT DUCK RED WICKA HESPERALOE PAVITUBA "MEXICANA"	5 GAL		
113	13% DESERT DUCK HESPERALOE PAVITUBA "MEXICANA"	5 GAL		
113	13% PINK PARADE HESPERALOE / HESPERALOE PAVITUBA "DESERT FLAMINGO" PP# 21,153	5 GAL		
157	OROPHINE LURIDAE / LURIDAE SPICATA PP# 21,153	4" POT		
40	BLUE ARROW BUSH / JARDONIS INCENSUS "BLUE ARROW" PP# 21,153	1 GAL		
TURF GRASS				
	BERMUDAGRASS / COMMON DACTYLON COMMON OR CULTIVAR	SOLID 500		REFER TO SPECS, PROVIDE IN IRRIGATED AREAS, TIF 419 OR OTHER CULTIVAR AS APPROVED BY CORP
MATERIALS				
FIELD VERIFY	COMPOST	CY	ORGANIC, WELL-DECOMPOSED, AT TURF AREAS, TREES, AND PLANTING BEDS, REFER TO SPECS AND DETAILS	
FIELD VERIFY	MULCH (HARDWOOD)	CY	5" DEPTH TOPDRESSING AT TREES AND PLANTING BEDS, REFER TO SPECS AND DETAILS	
FIELD VERIFY	TOPSOIL	CY	REFER TO SPECS AND DETAILS FOR REFINES	
FIELD VERIFY	STEEL EROSION	LF	COMMERCIAL GRADE, COLOR BLACK, REFER TO SPECS AND DETAILS	
FIELD VERIFY	GRAVEL	CY	CRUSHED SILVERMIST AGGREGATE, 3/4" DEPTH, 3/4" TO 1/2" MIN SIZE, AS SPECIFIED BY AERIAL CEMENT STONE SPECIF., DALLAS, TX OR EQUAL, APPROVED BY CORP	

NOTE:
ADJUST PLANT SPACING TO ACHIEVE FULL COVERAGE AND THE QUANTITY OF PLANTS SPECIFIED ON THE PLANS. IF ADDITIONAL PLANTS ARE REQUIRED TO ACHIEVE FULL COVERAGE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR INSTALLING PLANTS.

DAVEY RELEASED FOR CONSTRUCTION


DATE DECISION REVIEW MANAGER _____ DATE _____

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CONTACT SHEET No. 67 OF 67


COTTON BELT REGIONAL RAIL
LINE SECTION CB-2
ADDISON STATION
PLANT AND MATERIAL LIST

CONTRACT C-203570-01 DWG No. LCB-6201

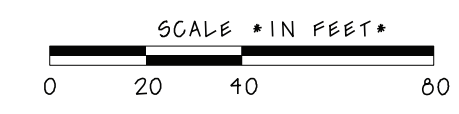
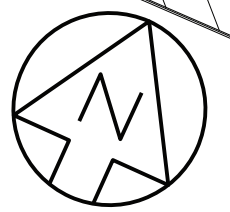


JACOBS
CONSULTING ENGINEERS
10000 WEST 34TH AVENUE
DENVER, CO 80231

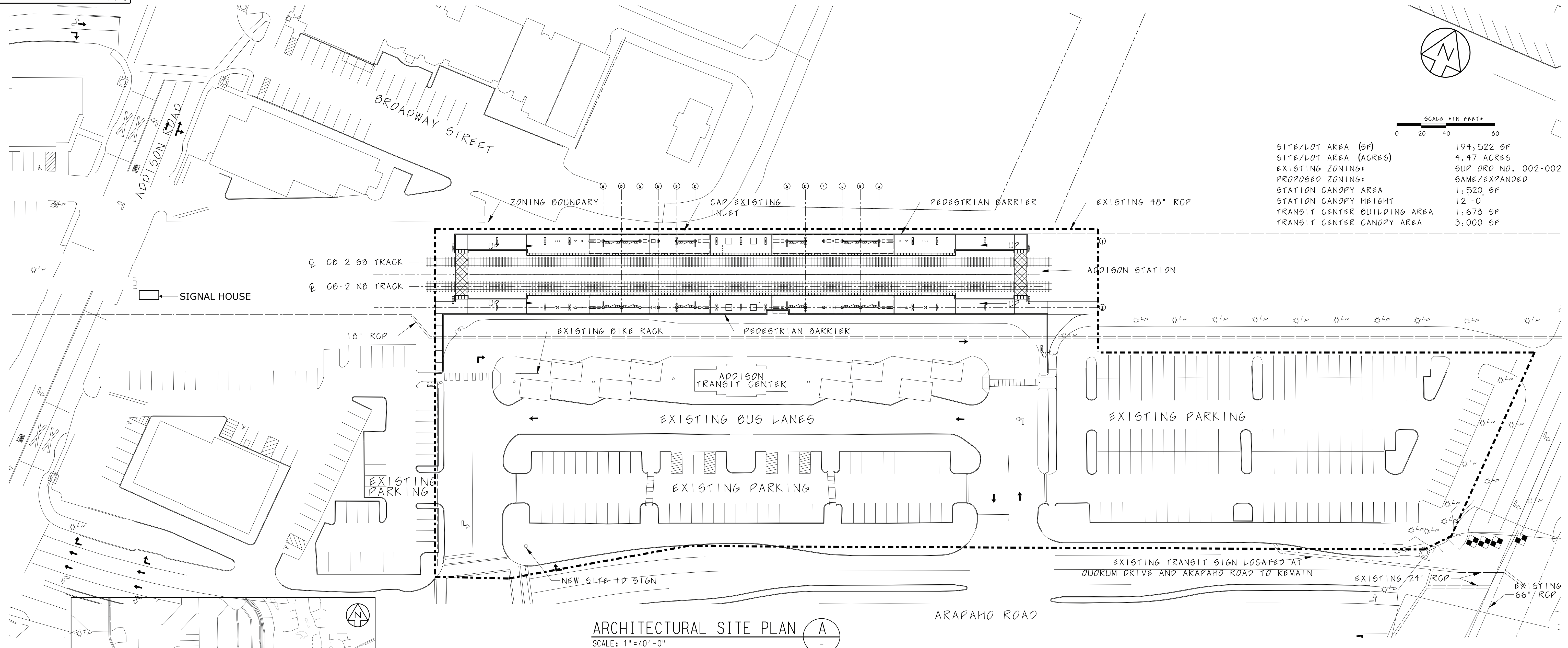




DART PROJECT

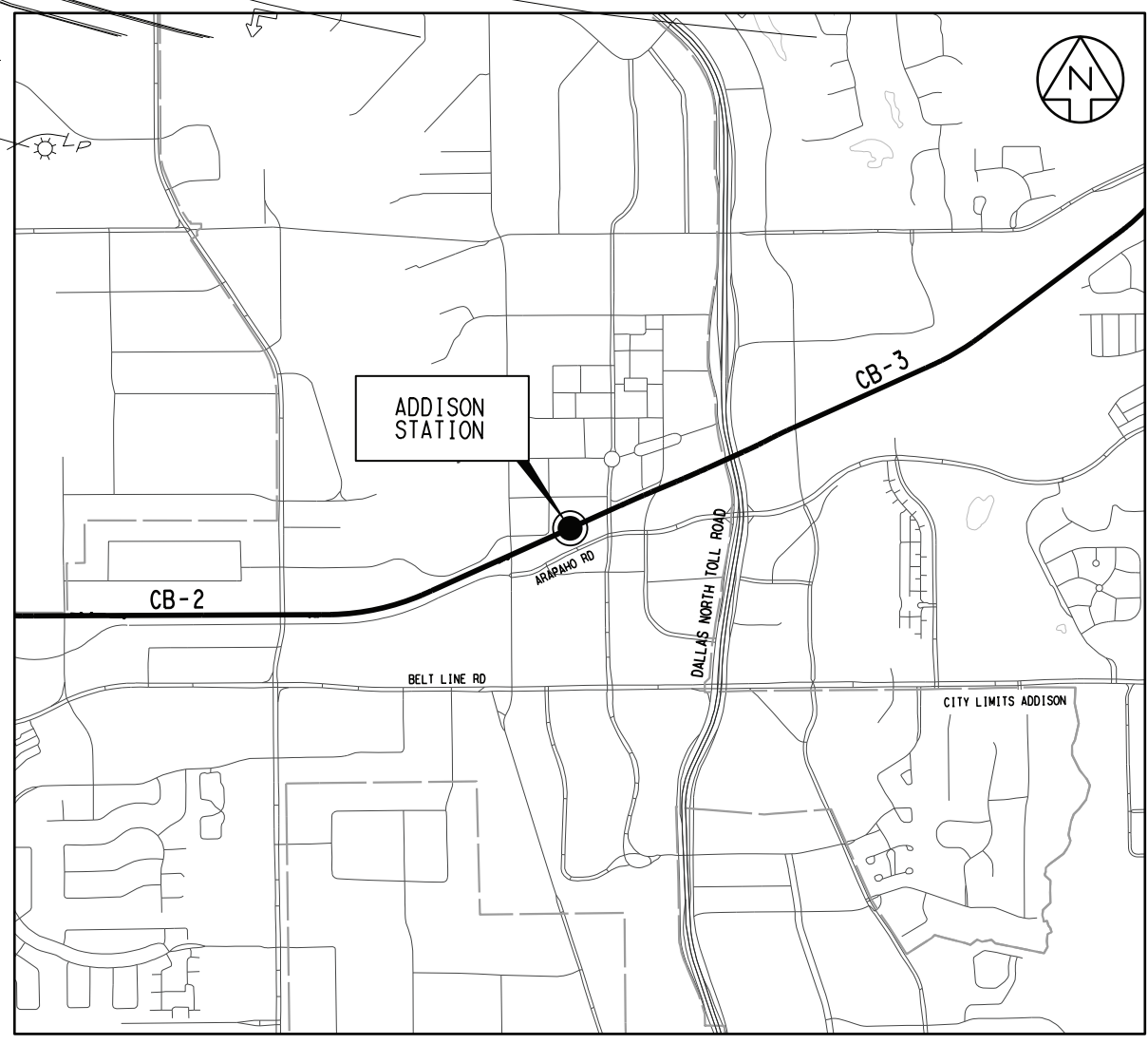


SITE/LOT AREA (SF)	194,522 SF
SITE/LOT AREA (ACRES)	4.47 ACRES
EXISTING ZONING:	SUP ORD NO. 002-002
PROPOSED ZONING:	SAME/EXPANDED
STATION CANOPY AREA	1,520 SF
STATION CANOPY HEIGHT	12'-0"
TRANSIT CENTER BUILDING AREA	1,678 SF
TRANSIT CENTER CANOPY AREA	3,000 SF



ARCHITECTURAL SITE PLAN A
SCALE: 1" = 40'-0"

- Town of Addison site plan notes:**
1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
 2. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
 3. Buildings with 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.
 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.



VICINITY MAP NO SCALE

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.

CONTRACT SHEET No. _____ OF _____

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP

IN-PROGRESS REVIEW

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF:

ROBERT MANLEY, R.A. 20027
ON
18-AUG-2020 13:59
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TBPE FIRM NO. F-2966

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SCALE	1" = 40'-0"
DRAWN	K. SURGUINE
DESIGNED	M. DEBLIEUX
CHECKED	R. MANLEY
IN CHARGE	A. ZREET
DATE	17 AUG 20

COTTON BELT REGIONAL RAIL LINE SECTION CB-2

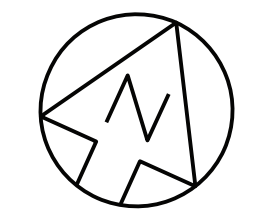
ADDISON STATION

ARCHITECTURAL SITE PLAN

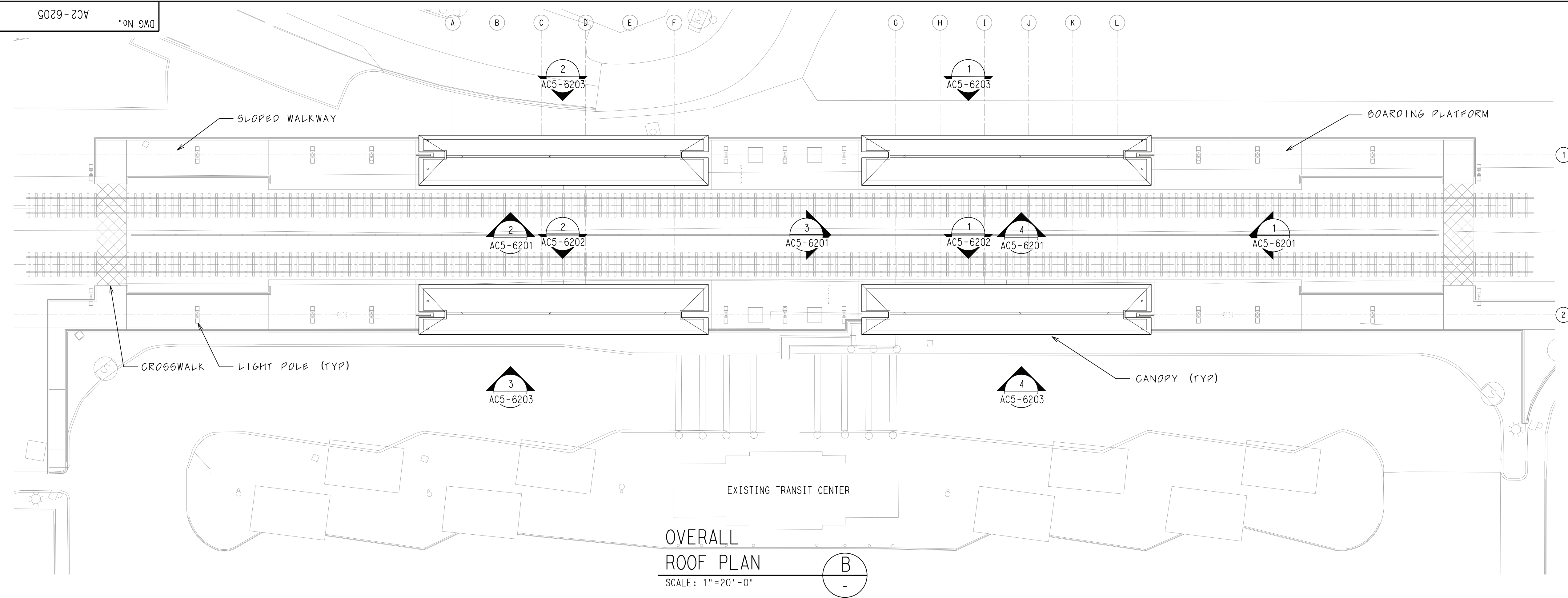
SPECIFIC USE PERMIT ORDINANCE 097-055

CONTRACT C-2033270-01 DWG No. AC1-6201 REV B

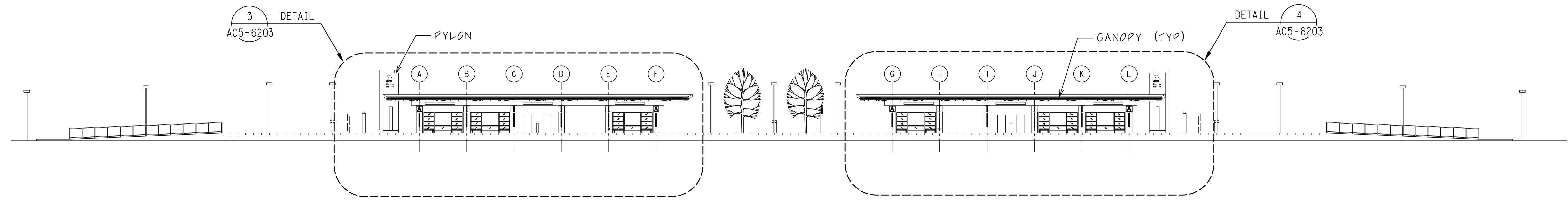
14-SEP-2020 15:31 CB02-AC1-6201_040



GENERAL NOTE:
ALL DESIGNS AND MATERIALS
NEED TO MEET THE REQUIREMENTS
SET BY THE ADDISON ART AND
DESIGN COMMITTEE.



OVERALL
ROOF PLAN
SCALE: 1"=20'-0"
B

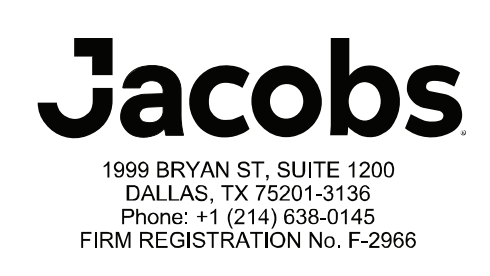


OVERALL
SOUTH ELEVATION
SCALE: 1"=20'-0"
A
AC2-6201
AC2-6202
AC2-6203
AC2-6204

NOT AN APPROVED DRAWING
IN-PROGRESS 60% DESIGN

CONTRACT SHEET No.	OF
COTTON BELT REGIONAL RAIL LINE SECTION CB-2 ADDISON STATION OVERALL PLATFORM ROOF PLAN AND ELEVATION SPECIFIC USE PERMIT ORDINANCE 097-055	
CONTRACT C-2033270-01	DWG No. AC2-6205
REV B	

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SCALE	1"=40'-0"
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DATE	17 AUG 20

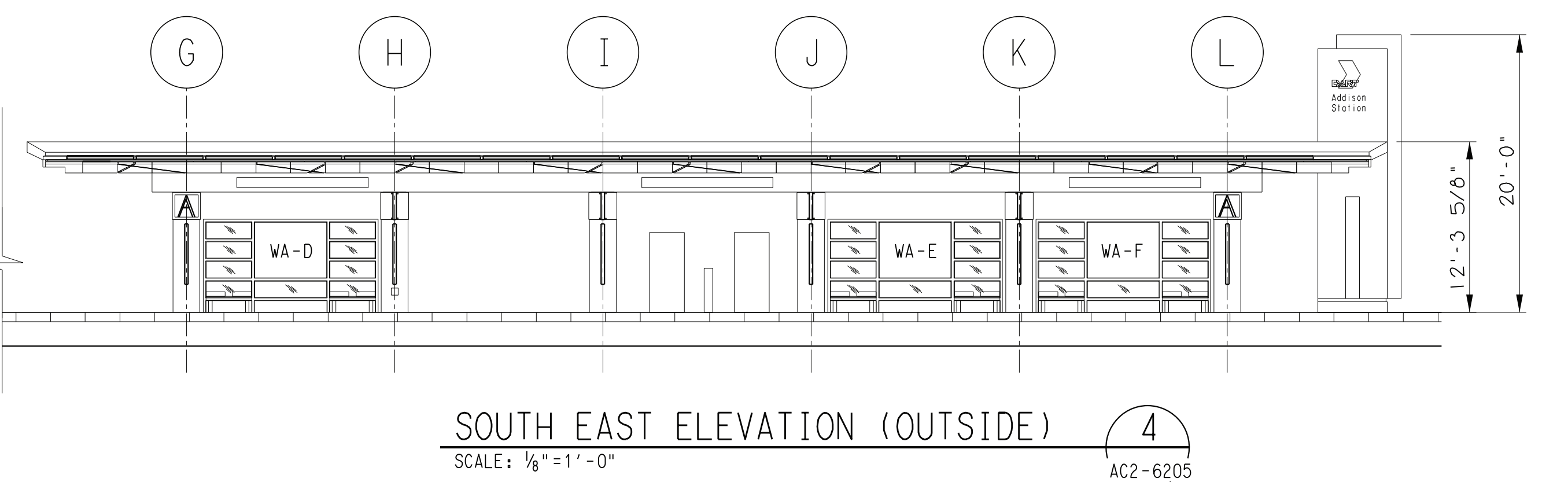
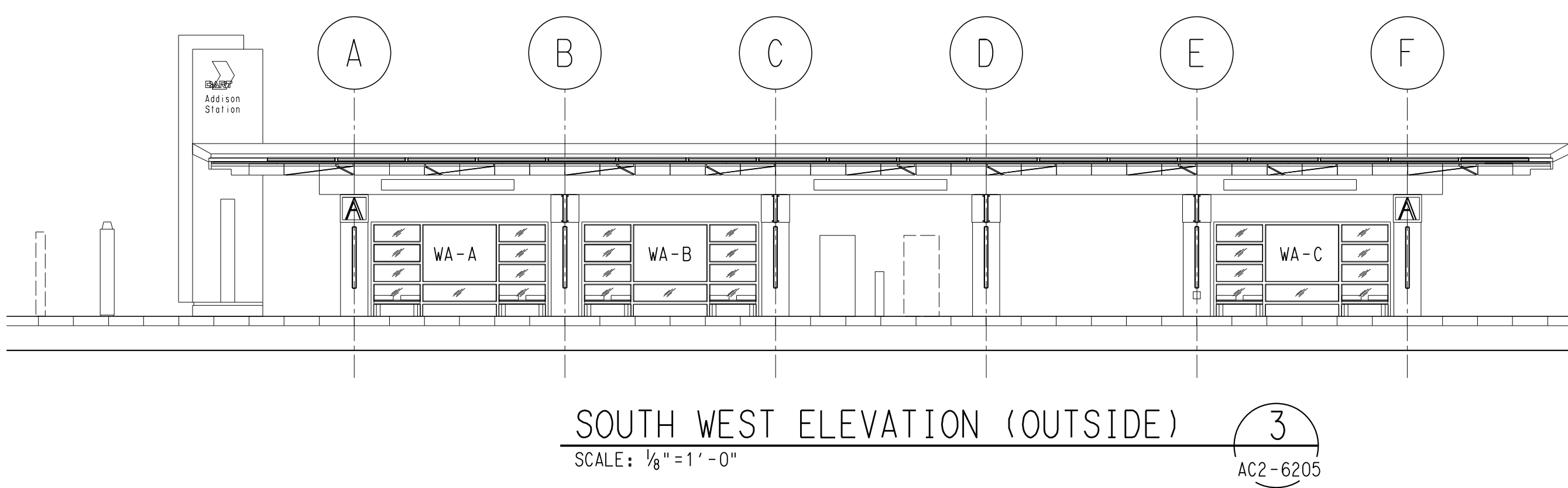
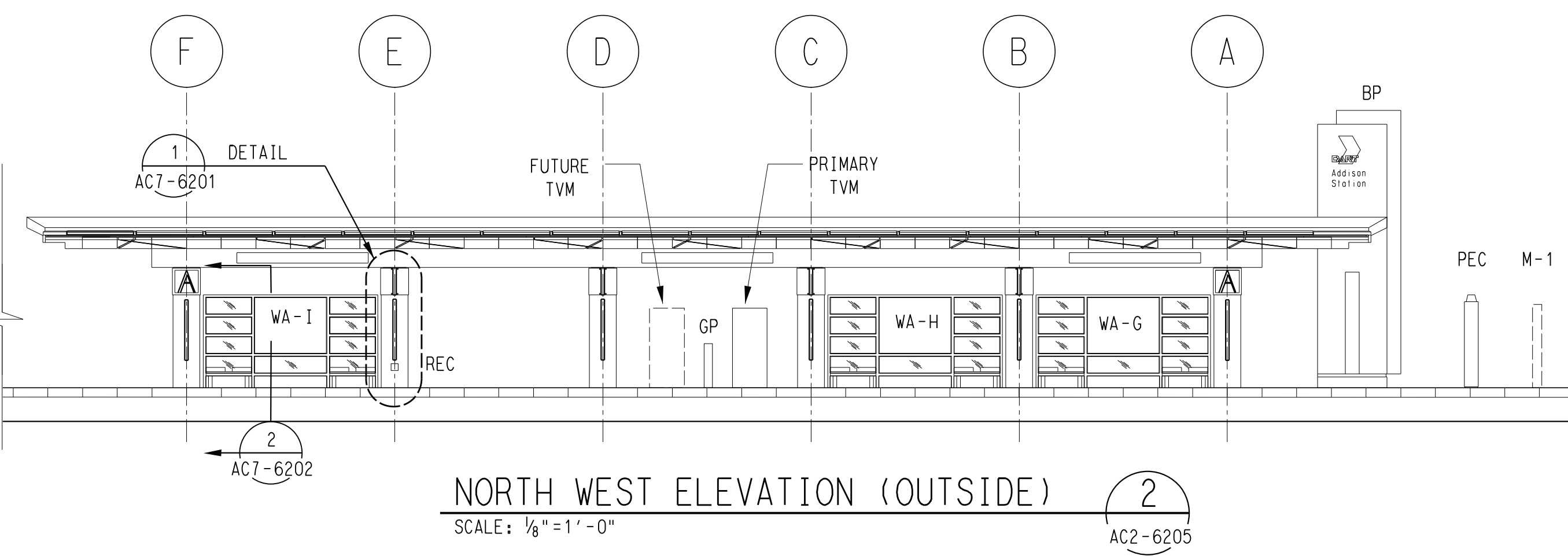
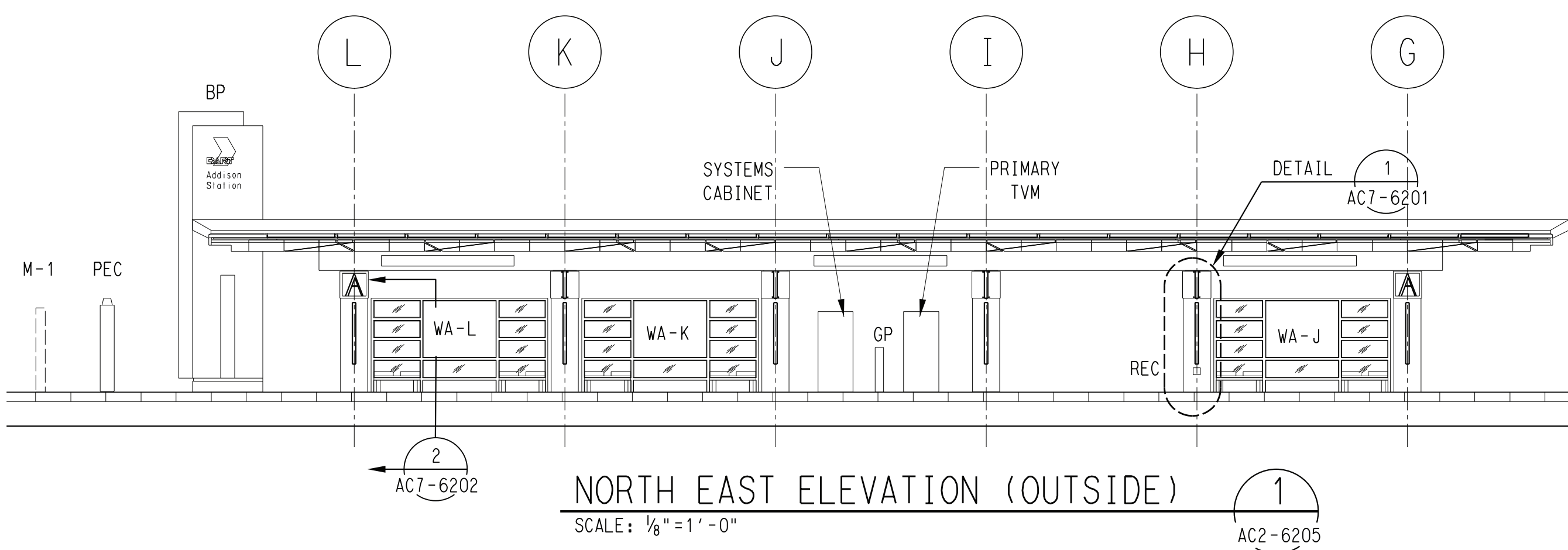


REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP

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CB02-AC2-6205.DWG
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NOTE:
 1. ALL STRUCTURAL STEEL COMPONENTS SHALL BE PAINTED PER STATION FINISH SCHEDULE.



15-SEP-2020 10:44 CB02-AC5-6203_008

KB056703 Default

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 IN-PROGRESS 60% DESIGN

CONTRACT SHEET No.	OF
COTTON BELT REGIONAL RAIL LINE SECTION CB-2 ADDISON STATION ENLARGED CANOPY ELEVATIONS SPECIFIC USE PERMIT ORDINANCE 097-055	
CONTRACT C-2033270-01	DWG No. AC5-6203

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP

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 TBPE FIRM NO. F-2966
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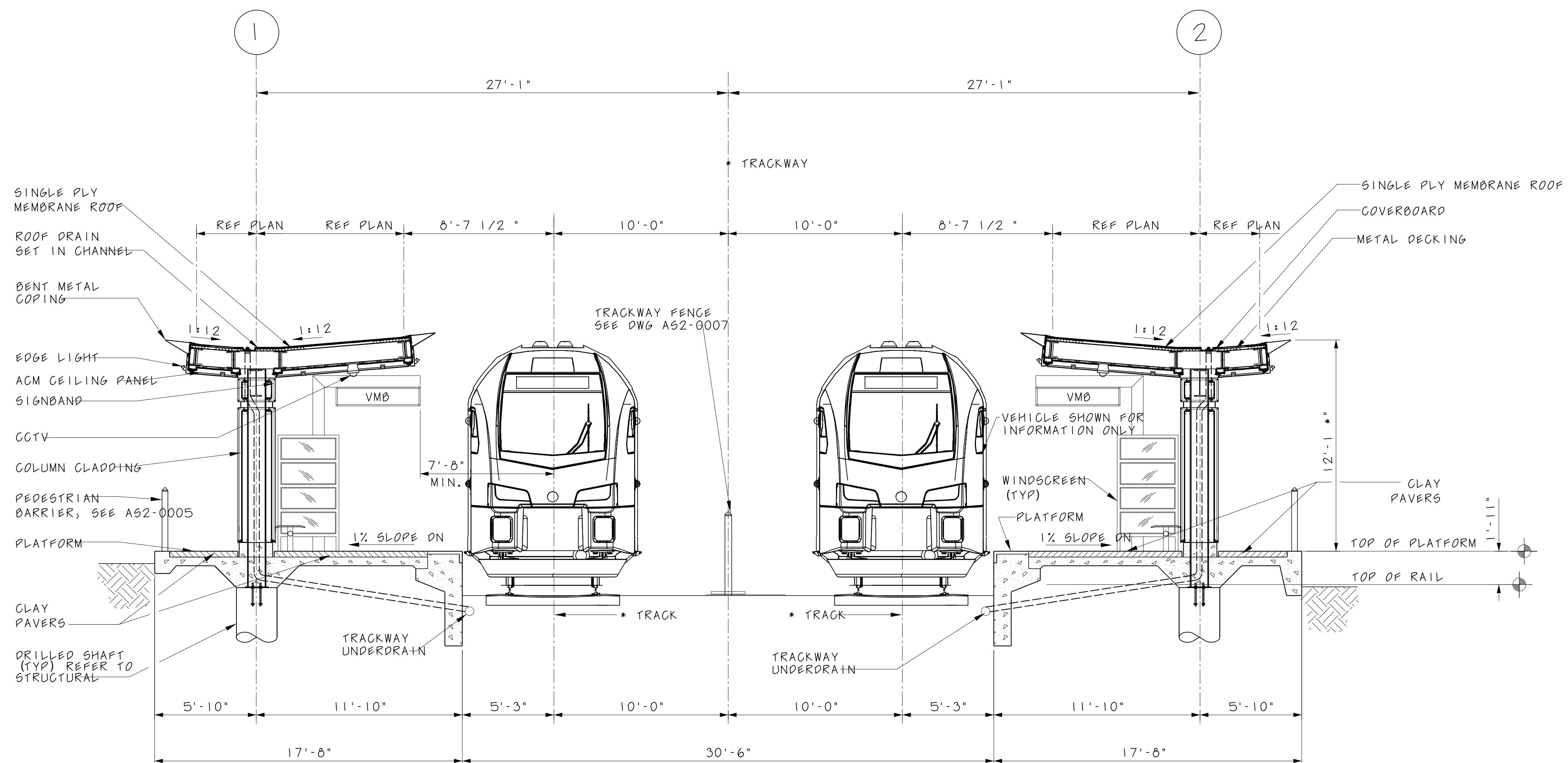


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SCALE	1" = 40'-0"
DRAWN	K. SURGUINE
DESIGNED	M. DEBLIEUX
CHECKED	R. MANLEY
IN CHARGE	A. ZREET
DATE	17 AUG 20





TYPICAL CROSS SECTION

SCALE: 1/4" = 1' - 0"

1

AC2-6203
AC2-6204

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IN-PROGRESS 60% DESIGN

CONTRACT SHEET No. _____ OF _____

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP

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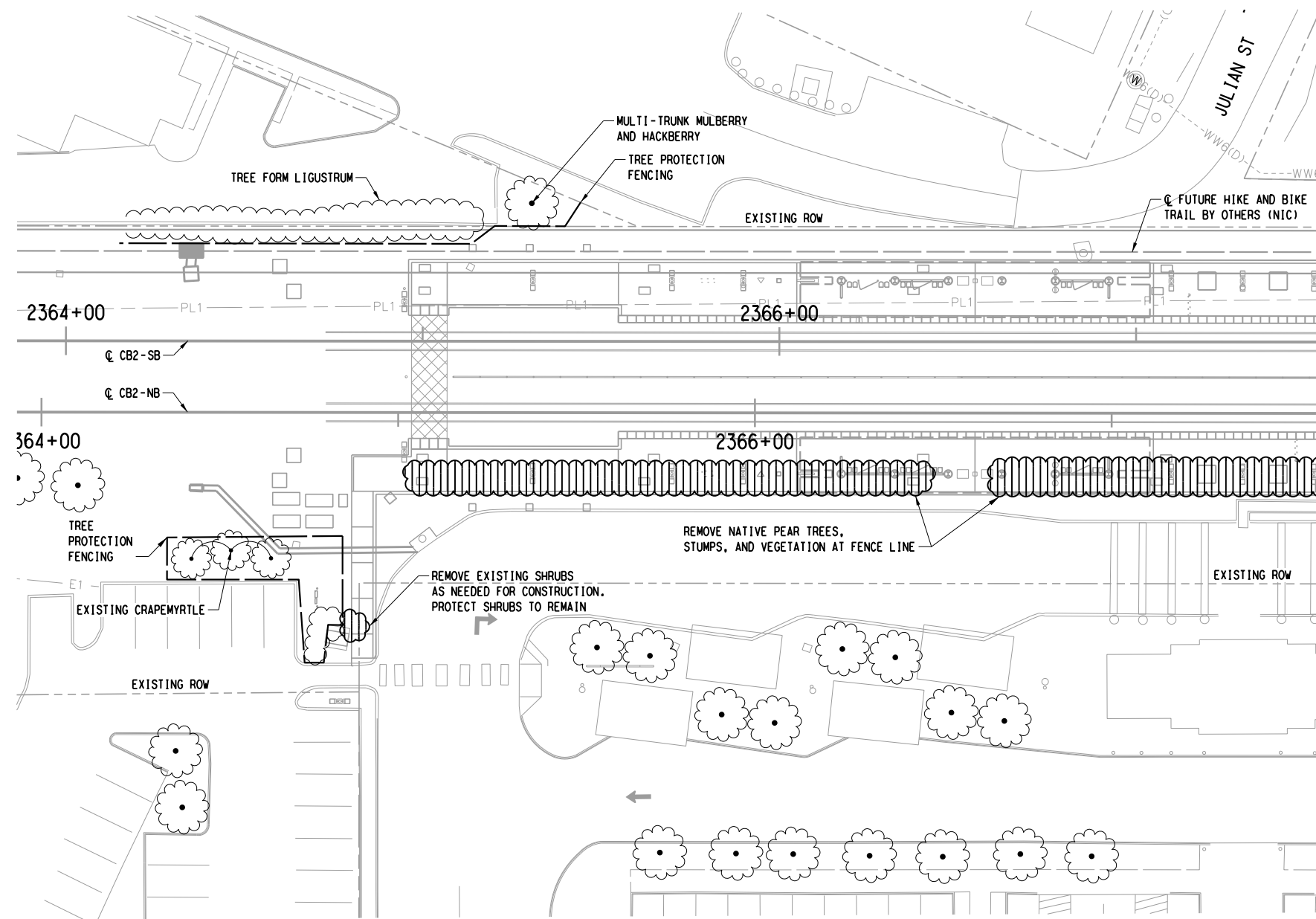
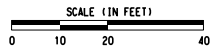
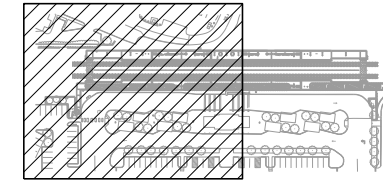
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SCALE	1"=40'-0"
DRAWN	K. SURGUINE
DESIGNED	M. DEBLIEUX
CHECKED	R. MANLEY
IN CHARGE	A. ZREET
DATE	17 AUG 20

COTTON BELT REGIONAL RAIL
LINE SECTION CB-2
ADDISON STATION
STATION CROSS SECTION
SPECIFIC USE PERMIT
ORDINANCE 097-055

CONTRACT	C-2033270-01	DWG No.	AC5-6206	REV	B
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15-SEP-2020 10:58
CBO2-ACS-6206 008
KB056703
DePauli



TREE PROTECTION LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SHRUBS TO REMAIN
- EXISTING VEGETATION TO BE REMOVED
- TREE PROTECTION FENCING
- ROOT PRUNING

NOTES:

1. SEE DWG No. LS1-0004/6 FOR TREE PROTECTION FENCING DETAIL.
2. COORDINATE WITH THE TOWN OF ADDISON PARKS DEPARTMENT FORESTRY MANAGER (972-450-2851) FOR TREE REMOVAL PERMIT AND REQUIREMENTS.
3. ALL PRUNING SHALL BE DONE IN ACCORDANCE WITH INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS.

TREE PROTECTION AND VEGETATION REMOVAL PLAN
 SCALE: 1"=20'-0" A

DART RELEASED FOR CONSTRUCTION

 DART DESIGN REVIEW MANAGER DATE

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16-NOV-2020 11:11
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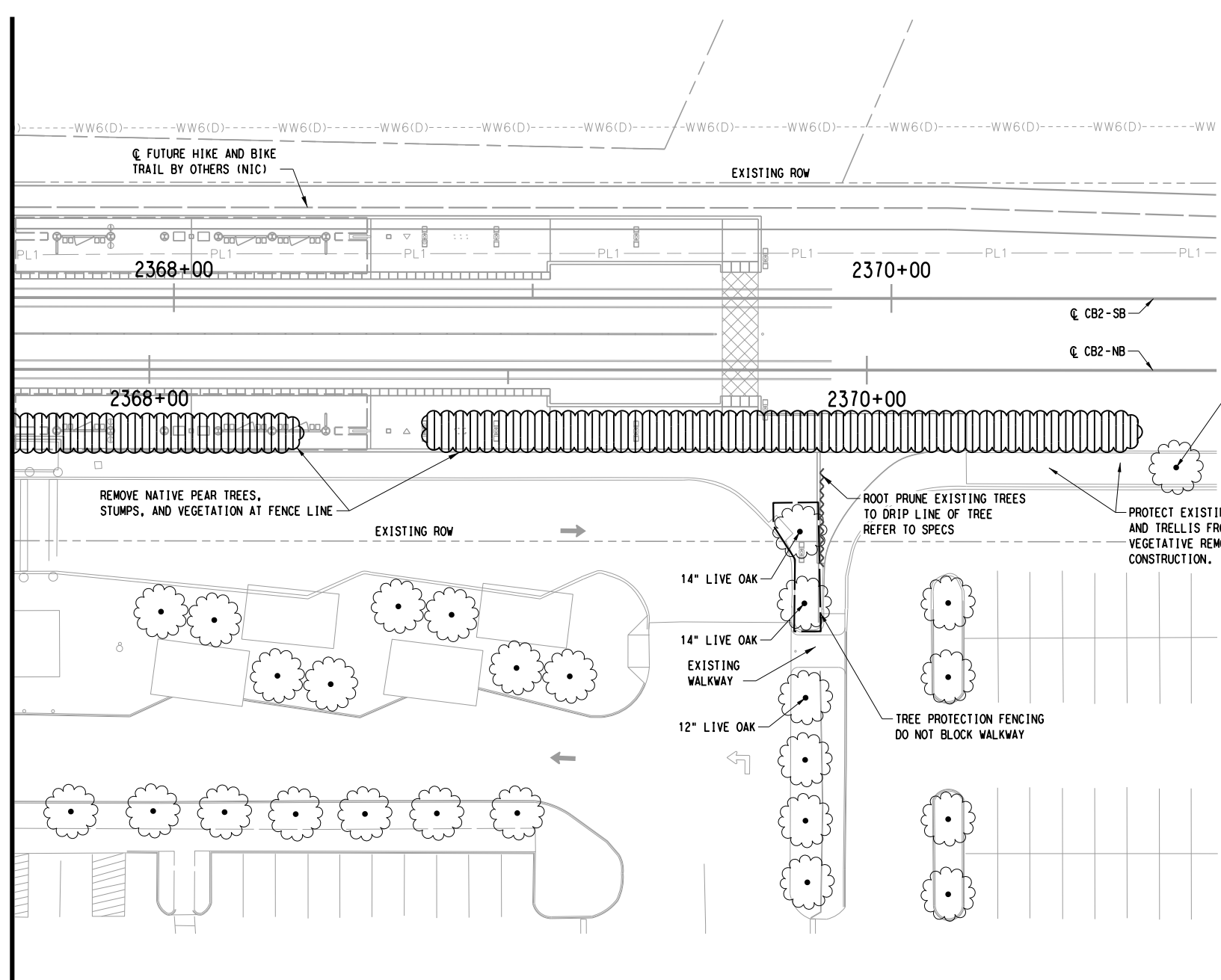
CONTRACT SHEET No.		58 OF 67
COTTON BELT REGIONAL RAIL LINE SECTION CB-1 ADDISON STATION TREE PROTECTION AND VEGETATION REMOVAL PLAN SHEET 1 OF 2		
CONTRACT	DWG No.	REV
C-2033270-01	LC1-6201	0

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP

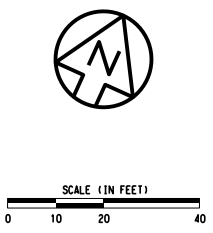
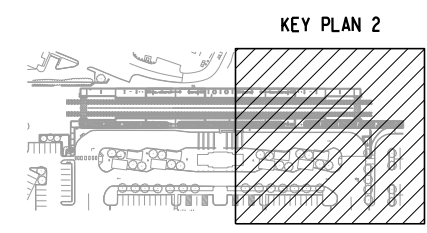
	<p>Jacobs 1999 BRYAN ST, SUITE 1200 DALLAS, TX 75201-3136 Phone: +1 (214) 638-0145 FIRM REGISTRATION No. F-2966</p> <p>CCA LANDSCAPE ARCHITECTS 12700 HILLCREST RD, SUITE 149 DALLAS, TX 75230 Phone: +1 (214) 739-9015 FIRM REGISTRATION No. F-3027</p>		<p>© DART, all rights reserved, 1987-2020</p>	<p>SCALE 1"=20'-0"</p> <table border="1"> <tr><td>DRAWN</td><td>S. COLLINS</td></tr> <tr><td>DESIGNED</td><td>G. WEBB</td></tr> <tr><td>CHECKED</td><td>R. COOK</td></tr> <tr><td>IN CHARGE</td><td>R. COOK</td></tr> <tr><td>DATE</td><td>23 SEP 20</td></tr> </table>	DRAWN	S. COLLINS	DESIGNED	G. WEBB	CHECKED	R. COOK	IN CHARGE	R. COOK	DATE	23 SEP 20
DRAWN	S. COLLINS													
DESIGNED	G. WEBB													
CHECKED	R. COOK													
IN CHARGE	R. COOK													
DATE	23 SEP 20													

SEE DWG No. LC1-6201

MATCH LINE



TREE PROTECTION AND VEGETATION REMOVAL PLAN
 SCALE: 1"=20'-0"
 A



- TREE PROTECTION LEGEND**
- EXISTING TREE TO REMAIN
 - EXISTING TREE TO BE REMOVED
 - EXISTING SHRUBS TO REMAIN
 - EXISTING VEGETATION TO BE REMOVED
 - TREE PROTECTION FENCING
 - ROOT PRUNING

- NOTES:**
1. SEE DWG No. LS1-0004/6 FOR TREE PROTECTION FENCING DETAIL.
 2. COORDINATE WITH THE TOWN OF ADDISON PARKS DEPARTMENT FORESTRY MANAGER (972-450-2851) FOR TREE REMOVAL PERMIT AND REQUIREMENTS.
 3. ALL PRUNING SHALL BE DONE IN ACCORDANCE WITH INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS.

12" BALD CYPRESS
 PROTECT 8 EXISTING BALD CYPRESS
 IN ACCESS WALK TO QUORUM DRIVE.
 PROTECT TREE CANOPIES AND ROOTS
 FROM DAMAGE BY CONSTRUCTION.

ROOT PRUNE EXISTING TREES
 TO DRIP LINE OF TREE
 REFER TO SPECS

PROTECT EXISTING DART FENCE
 AND TRELLIS FROM DAMAGE DURING
 VEGETATIVE REMOVAL AND
 CONSTRUCTION.

REMOVE NATIVE PEAR TREES,
 STUMPS, AND VEGETATION AT FENCE LINE

14" LIVE OAK
 14" LIVE OAK
 EXISTING WALKWAY
 12" LIVE OAK

TREE PROTECTION FENCING
 DO NOT BLOCK WALKWAY

DART RELEASED FOR CONSTRUCTION

DART DESIGN REVIEW MANAGER _____ DATE _____

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CONTRACT SHEET No. _____ 59 OF 67

COTTON BELT REGIONAL RAIL LINE SECTION CB-1
ADDISON STATION
TREE PROTECTION AND VEGETATION REMOVAL PLAN
SHEET 2 OF 2

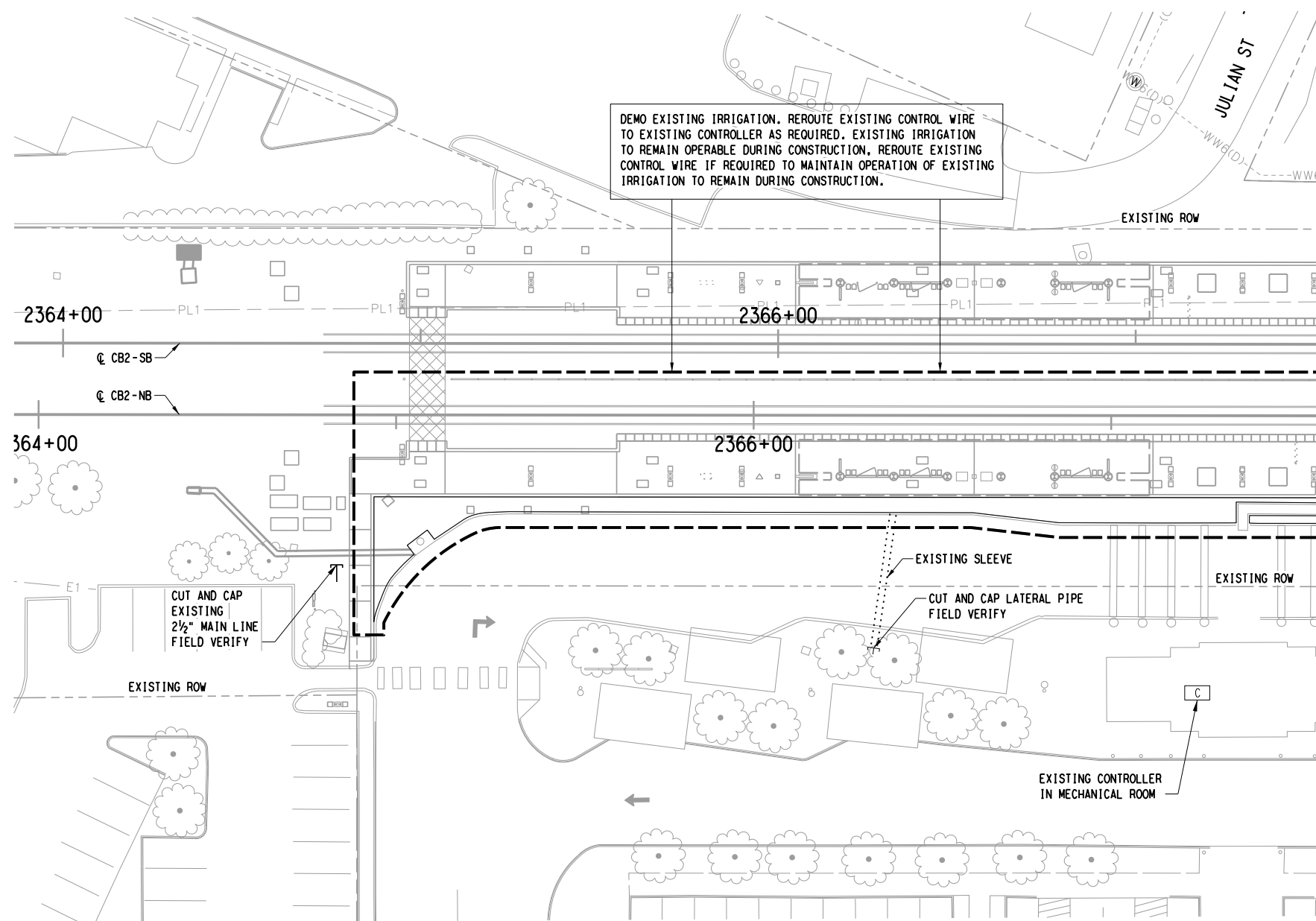
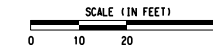
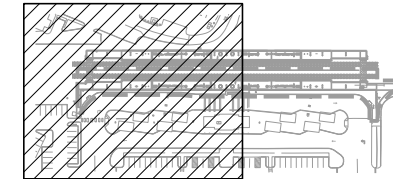
SCALE	1"=20'-0"
DRAWN	S. COLLINS
DESIGNED	G. WEBB
CHECKED	R. COOK
IN CHARGE	R. COOK
DATE	23 SEP 20

CONTRACT C-2033270-01 DWG No. LC1-6202 REV 0

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP

 Jacobs 1999 BRYAN ST, SUITE 1200 DALLAS, TX 75201-3136 Phone: +1 (214) 638-0145 FIRM REGISTRATION No. F-2966	 CCA LANDSCAPE ARCHITECTS 12700 HILLCREST RD, SUITE 149 DALLAS, TX 75230 Phone: +1 (214) 739-9015 FIRM REGISTRATION No. F-3027	 ARCHER WESTERN HERZOG	 DART PROJECT © DART, all rights reserved, 1987-2020	 CAES
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 04/04/11










DEMO EXISTING IRRIGATION. REROUTE EXISTING CONTROL WIRE TO EXISTING CONTROLLER AS REQUIRED. EXISTING IRRIGATION TO REMAIN OPERABLE DURING CONSTRUCTION. REROUTE EXISTING CONTROL WIRE IF REQUIRED TO MAINTAIN OPERATION OF EXISTING IRRIGATION TO REMAIN DURING CONSTRUCTION.

SEE DWG No. LC1-6204

MATCH LINE

IRRIGATION PROTECTION LEGEND

-  EXISTING ELECTRIC REMOTE CONTROL VALVE
-  EXISTING CONTROLLER
-  CUT AND CAP EXISTING LATERAL PIPE
-  CUT AND CAP EXISTING MAINLINE PIPE
-  MAINLINE PIPE
-  LATERAL PIPE
-  EXISTING SLEEVE

NOTES:

1. FIELD ADJUST LIMITS OF IRRIGATION PROTECTION AND REMOVAL TO ACCOMMODATE SITE CONDITIONS AND CHANGES IN SCOPE BY OTHER CONSTRUCTION TRADES.
2. DURING ALL PHASES OF CONSTRUCTION, PROTECT AND MAINTAIN IRRIGATION TO ALL EXISTING PLANTINGS THAT ARE TO REMAIN. MONITOR IRRIGATION OPERATION ON A WEEKLY BASIS TO ENSURE THAT PLANTINGS RECEIVE ADEQUATE WATER.
3. SEE DWG No. LC8-6202 FOR IRRIGATION NOTES.
4. SEE DWG No. LC3-6201 AND LC3-6202 FOR CONNECTIONS TO, AND MODIFICATIONS OF THE EXISTING IRRIGATION SYSTEM TO WORK WITH THE NEW SITE IMPROVEMENTS.

IRRIGATION PROTECTION AND REMOVAL PLAN A

SCALE: 1"=20'-0"

DART RELEASED FOR CONSTRUCTION

DART DESIGN REVIEW MANAGER

DATE

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CONTRACT SHEET No. 60 OF 67

COTTON BELT REGIONAL RAIL
LINE SECTION CB-1
ADDISON STATION
IRRIGATION PROTECTION
AND REMOVAL PLAN
SHEET 1 OF 2

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP




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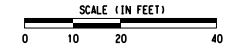
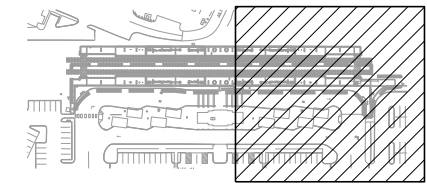
SCALE	1"=20'-0"
DRAWN	S. COLLINS
DESIGNED	J. POLE
CHECKED	G. WEBB
IN CHARGE	J. POLE
DATE	23 SEP 20



CONTRACT	DWG No.	REV
C-2033270-01	LC1-6203	0

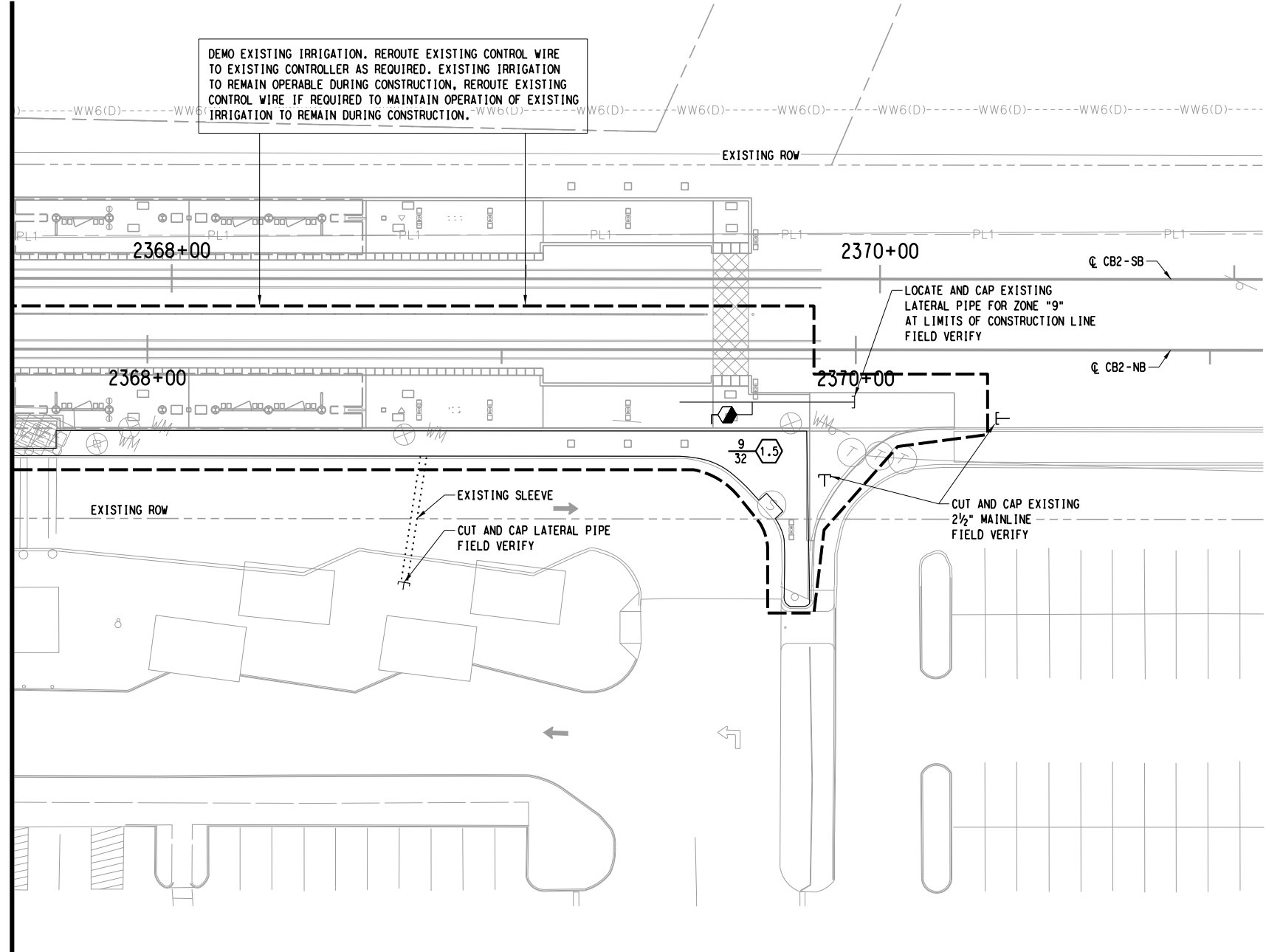
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CB02-LC1-6203.020

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SEE DWG No. LC1-6203

MATCH LINE



DEMO EXISTING IRRIGATION. REROUTE EXISTING CONTROL WIRE TO EXISTING CONTROLLER AS REQUIRED. EXISTING IRRIGATION TO REMAIN OPERABLE DURING CONSTRUCTION. REROUTE EXISTING CONTROL WIRE IF REQUIRED TO MAINTAIN OPERATION OF EXISTING IRRIGATION TO REMAIN DURING CONSTRUCTION.

IRRIGATION PROTECTION LEGEND

- EXISTING ELECTRIC REMOTE CONTROL VALVE
- EXISTING CONTROLLER
- CUT AND CAP EXISTING LATERAL PIPE
- CUT AND CAP EXISTING MAINLINE PIPE
- MAINLINE PIPE
- LATERAL PIPE
- EXISTING SLEEVE

NOTES:

1. FIELD ADJUST LIMITS OF IRRIGATION PROTECTION AND REMOVAL TO ACCOMMODATE SITE CONDITIONS AND CHANGES IN SCOPE BY OTHER CONSTRUCTION TRADES.
2. DURING ALL PHASES OF CONSTRUCTION, PROTECT AND MAINTAIN IRRIGATION TO ALL EXISTING PLANTINGS THAT ARE TO REMAIN. MONITOR IRRIGATION OPERATION ON A WEEKLY BASIS TO ENSURE THAT PLANTINGS RECEIVE ADEQUATE WATER.
3. SEE DWG No. LC8-6202 FOR IRRIGATION NOTES.
4. SEE DWG No. LC3-6201 AND LC3-6202 FOR CONNECTIONS TO, AND MODIFICATIONS OF THE EXISTING IRRIGATION SYSTEM TO WORK WITH THE NEW SITE IMPROVEMENTS.

IRRIGATION PROTECTION AND REMOVAL PLAN A
SCALE: 1" = 20' - 0"

RELEASED FOR CONSTRUCTION

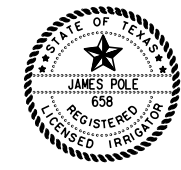
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CONTRACT SHEET No. 61 OF 67

**COTTON BELT REGIONAL RAIL
LINE SECTION CB-1
ADDISON STATION
IRRIGATION PROTECTION
AND REMOVAL PLAN
SHEET 2 OF 2**

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP



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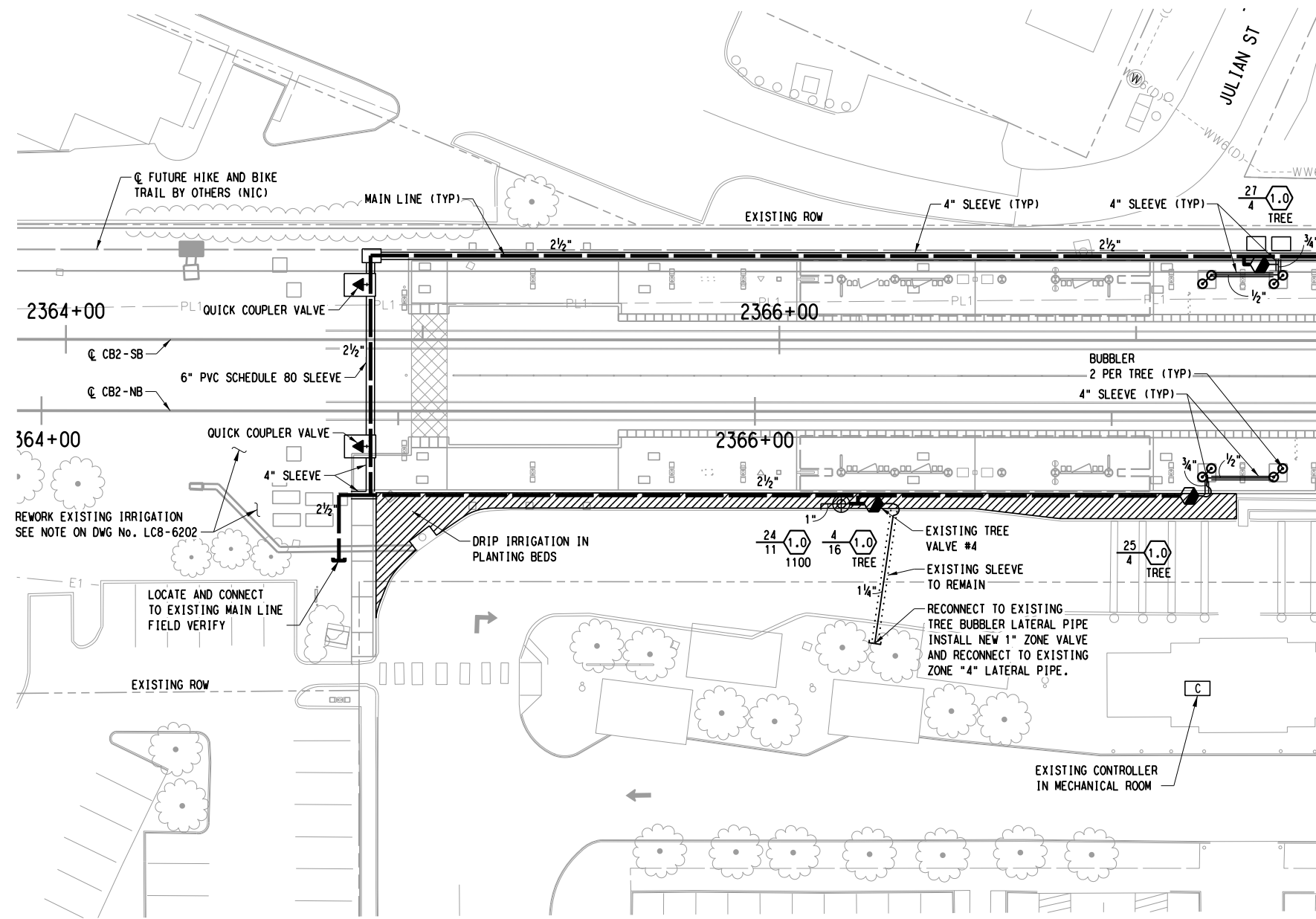
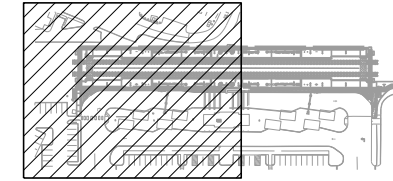


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DRAWN	S. COLLINS
DESIGNED	J. POLE
CHECKED	G. WEBB
IN CHARGE	J. POLE
DATE	23 SEP 20

CONTRACT	DWG No.	REV
C-2033270-01	LC1-6204	0



SEE DWG No. LC3-6202

MATCH LINE

- NOTES:**
- SEE DWG NO. LC8-6202 FOR IRRIGATION LEGEND, NOTES AND DETAILS
 - REFER TO DWG NO. LS1-0010, LS1-0010A AND LS1-0011 FOR STANDARD IRRIGATION LEGEND AND GENERAL NOTES, AND DWG NO. LS1-0012 THROUGH LS1-0015 FOR IRRIGATION DETAILS.
 - IRRIGATION MAINLINE AND VALVES SHOWN OUTSIDE LIMITS FOR GRAPHIC CLARITY AND SHALL BE INSTALLED WITHIN THE LIMITS OF CONSTRUCTION.
 - LICENSED IRRIGATION CONTRACTOR SHALL ENSURE THAT THE IRRIGATION CONNECTION TO THE EXISTING MAINLINE AND RPZ MEETS THE CURRENT ADDISON STANDARDS. IF REQUIRED, LICENSED IRRIGATION CONTRACTOR SHALL UPDATE THE EXISTING IRRIGATION POINT OF CONNECTION TO THE MOST CURRENT ADDISON STANDARDS AND TEST THE EXISTING BACKFLOW DEVICE TO ENSURE THE EXISTING BACKFLOW DEVICE IS FUNCTIONING PROPERLY. LICENSED IRRIGATION CONTRACTOR SHALL REPLACE EXISTING BACKFLOW DEVICE IF IT FAILS THE BACKFLOW TEST.

REWORK EXISTING IRRIGATION
SEE NOTE ON DWG No. LC8-6202

LOCATE AND CONNECT
TO EXISTING MAIN LINE
FIELD VERIFY

LANDSCAPE IRRIGATION PLAN A
SCALE: 1"=20'-0"

DART RELEASED FOR CONSTRUCTION

DART DESIGN REVIEW MANAGER _____ DATE _____

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CONTRACT SHEET No. 62 OF 67

**COTTON BELT REGIONAL RAIL
LINE SECTION CB-2**

ADDISON STATION
LANDSCAPE IRRIGATION PLAN
SHEET 1 OF 2

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP

James Pole
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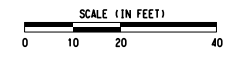
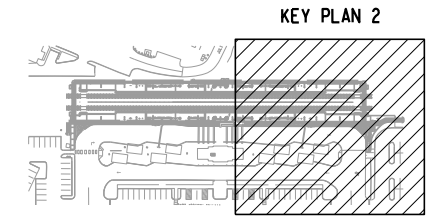
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SCALE	1"=20'-0"
DRAWN	S. COLLINS
DESIGNED	J. POLE
CHECKED	G. WEBB
IN CHARGE	J. POLE
DATE	23 SEP 20

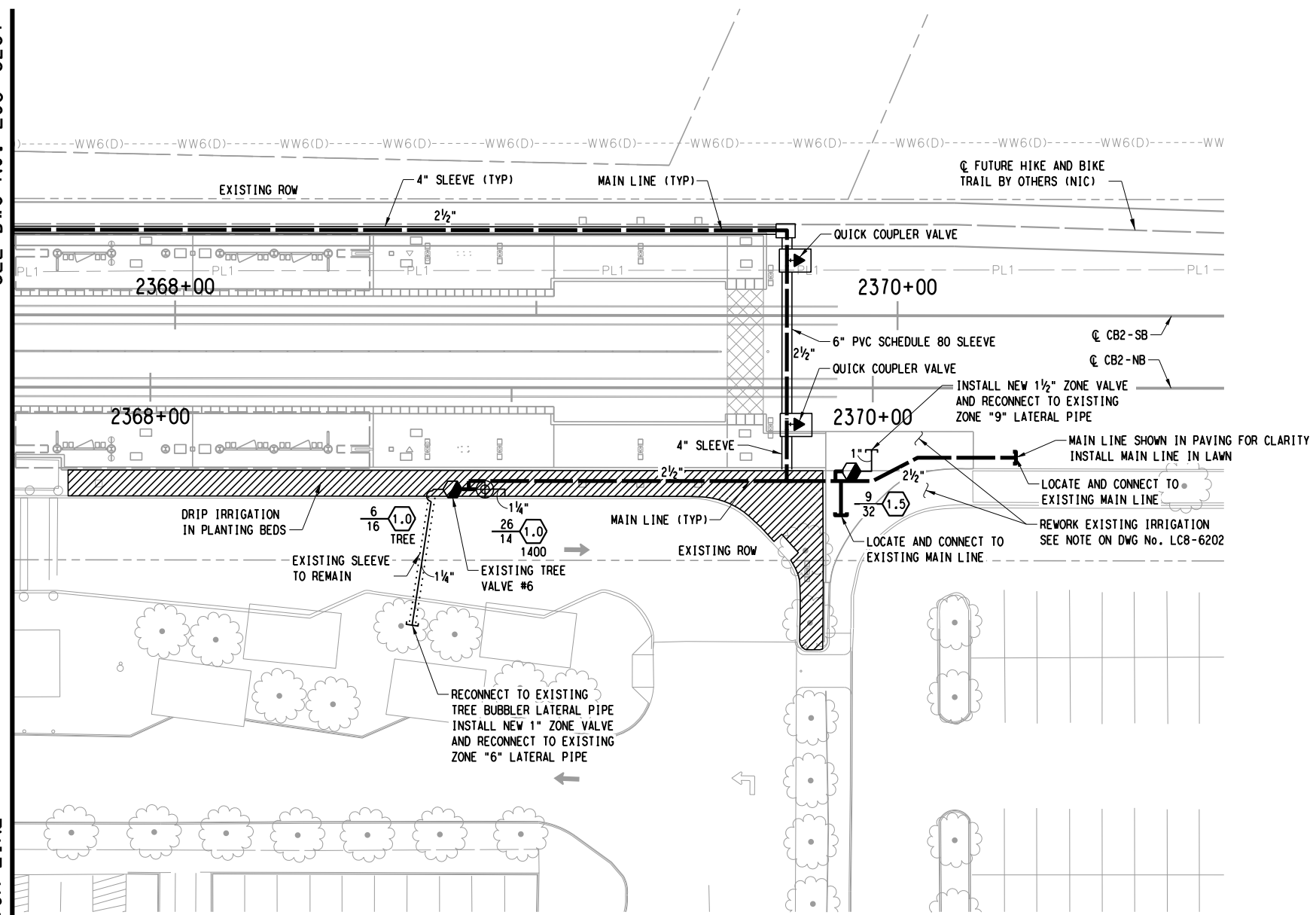
CONTRACT	C-2033270-01
DWG No.	LC3-6201
REV	0

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SEE DWG No. LC3-6201 MATCH LINE



LANDSCAPE IRRIGATION PLAN A SCALE: 1" = 20' - 0"

- NOTES:
- SEE DWG NO. LC8-6202 FOR IRRIGATION LEGEND, NOTES AND DETAILS
 - REFER TO DWG NO. LS1-0010, LS1-0010A AND LS1-0011 FOR STANDARD IRRIGATION LEGEND AND GENERAL NOTES, AND DWG NO. LS1-0012 THROUGH LS1-0015 FOR IRRIGATION DETAILS.
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DART RELEASED FOR CONSTRUCTION

_____ DATE

DART DESIGN REVIEW MANAGER

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CONTRACT SHEET No. 63 OF 67

COTTON BELT REGIONAL RAIL LINE SECTION CB-2
ADDISON STATION LANDSCAPE IRRIGATION PLAN SHEET 2 OF 2

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP



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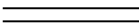




SCALE	1" = 20' - 0"
DRAWN	S. COLLINS
DESIGNED	J. POLE
CHECKED	G. WEBB
IN CHARGE	J. POLE
DATE	23 SEP 20

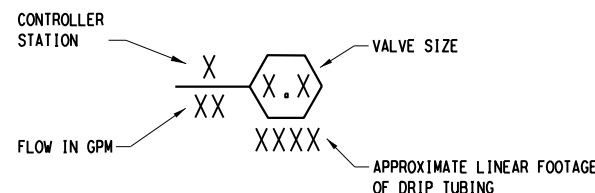
CONTRACT	C-2033270-01	DWG No.	LC3-6202	REV	0
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IRRIGATION LEGEND

-  NETAFIM SOLENOID DRIP VALVE ASSEMBLY
MODEL NUMBER PER INSTALLATION NOTE 7
1. SEE DETAIL LS1-0015/1
2. DRIP VALVE TO INCLUDE 140 MESH FILTER AND PSI REGULATOR.
3. NO SUBSTITUTION WILL BE APPROVED
-  OLD CASTLE PRECAST CONCRETE VALVE BOX MODEL 37T
1. SEE DETAIL LS1-0012/6
2. IRON LID, LID SHALL BE PAINTED PURPLE
3. USE MANUFACTURED EXTENSIONS
4. OR EQUAL SUBSTITUTION IF APPROVED
-  SLEEVE PIPES, SIZE NOTED ON PLAN UNLESS SLEEVE IS EXISTING
-  CUT AND CAP EXISTING LATERAL PIPE
-  CUT AND CAP EXISTING MAIN LINE PIPE
-  RAINBIRD #1402 PRESSURE COMPENSATING BUBBLER NOZZLE TWO PER PLATFORM TREE. SET ON OPPOSITE SIDES OF ROOT BALL
-  RAINBIRD 1804-SAM-PRS SERIES POP UP SPRAY HEADS WITH HUNTER MSBN-50H STREAM BUBBLER NOZZLES. TWO PER TREE IN TURF AND PLANT BEDS. REFER TO DWG No. 5/LS1-0013



INSTALLATION NOTES

1. COORDINATE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS TO PROVIDE COMPLETE COVERAGE WITH MINIMUM OVERSPRAY. THE IRRIGATION CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO ENSURE PROPER COVERAGE AT NO ADDITIONAL COST TO THE OWNER. THE IRRIGATION CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE MANDATED IRRIGATION ORDINANCES AND CODES, AND WILL SECURE ALL REQUIRED PERMITS. LICENSED IRRIGATION CONTRACTOR SHALL PAY ANY ASSOCIATED FEES UNLESS OTHERWISE NOTED. ALL LOCAL CODES SHALL PREVAIL OVER ANY DISCREPANCIES HEREIN AND SHALL BE ADDRESSED BEFORE ANY CONSTRUCTION BEGINS.
2. EXISTING IRRIGATION CONTROLLER LOCATED WITHIN THE BUS TRANSFER CENTER WILL BE UTILIZED FOR THIS SYSTEM.
3. PROVIDE ONE QUICK COUPLER KEY WITH SWIVEL HOSE ELL FOR EVERY SIX QUICK COUPLER VALVES. (MINIMUM ONE SET).
4. CONTRACTOR IS TO CONTACT APPROPRIATE AUTHORITIES AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
5. THE PROPOSED LOCATIONS OF ALL ABOVE-GROUND EQUIPMENT INCLUDING BACKFLOW PREVENTORS, CONTROLLERS AND WEATHER SENSORS SHALL BE STAKED BY THE CONTRACTOR FOR APPROVAL BY THE COTR BEFORE THESE ITEMS ARE INSTALLED.
6. ALL HEADS SHALL BE INSTALLED A MINIMUM OF 4" FROM PAVEMENT EDGES. (6" OR GREATER WHERE REQUIRED BY LOCAL CODE) FINAL HEAD ADJUSTMENTS BY THE CONTRACTOR SHALL INCLUDE THE ADDITION OF CHECK VALVES WHERE NEEDED TO PREVENT EXCESSIVE LOW HEAD DRAINAGE. THE CONTRACTOR SHALL BUDGET FOR, AND INSTALL CHECK VALVES FOR UP 10% OF THE TOTAL NUMBER OF HEADS WHEN NEEDED, WITH NO ADDITIONAL COST TO THE OWNER.
7. ALL VALVES CONNECTED TO DRIP WITH FLOW OF .25 TO 4.4 GPM SHALL BE NETAFIM LVCZS8010075-LF SERIES DRIP VALVE ASSEMBLY. VALVES WITH FLOW OF 4.5 TO 17.6 GALLONS PER MINUTE SHALL BE NETAFIM LVCZ10075-HFHP. ALL DRIP VALVES SHALL INCLUDE PSI REGULATOR AND 140 MESH FILTER.
8. CONTRACTOR TO REPAIR ALL AREAS DISTURBED BY CONSTRUCTION.

COORDINATION WITH EXISTING IRRIGATION

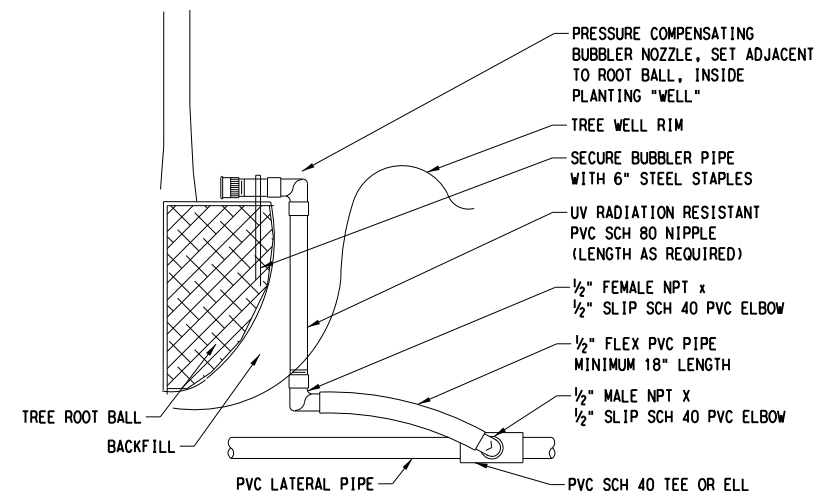
1. THE CONTRACTOR SHALL VISIT THE SITE BEFORE CONSTRUCTION BEGINS TO BECOME FAMILIAR WITH THE EXISTING SYSTEM LAYOUT. REROUTE, REPAIR, OR REINSTALL EXISTING EQUIPMENT, INCLUDING MAINLINE AND CONTROL WIRES AS REQUIRED TO MAINTAIN CONTINUED AUTOMATIC OPERATION OF ALL AREAS OUTSIDE THE LIMITS OF WORK. PROTECT EXISTING EQUIPMENT WITHIN THE LIMITS OF WORK WHICH IS INTENDED TO REMAIN.
2. LICENSED IRRIGATION CONTRACTOR SHALL RE-WORK EXISTING IRRIGATION TO INCLUDE AND ACCOUNT FOR NEW PLANTINGS AND SITE IMPROVEMENTS. RE-WORKED IRRIGATION SHALL BE INSTALLED ACCORDING TO STATE SPECIFICATIONS.
3. LICENSED IRRIGATION CONTRACTOR SHALL ENSURE THAT THE IRRIGATION CONNECTION TO THE EXISTING MAINLINE AND RPZ MEETS THE CURRENT ADDISON STANDARDS. IF REQUIRED, LICENSED IRRIGATION CONTRACTOR SHALL UPDATE THE EXISTING IRRIGATION POINT OF CONNECTION TO THE MOST CURRENT ADDISON STANDARDS AND TEST THE EXISTING BACKFLOW DEVICE TO ENSURE THE EXISTING BACKFLOW DEVICE IS FUNCTIONING PROPERLY. LICENSED IRRIGATION CONTRACTOR SHALL REPLACE EXISTING BACKFLOW DEVICE IF IT FAILS THE BACKFLOW TEST.

COORDINATION WITH EXISTING TREES

NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN THE ROOT ZONE OF EXISTING TREES. HAND-DIG ONLY, WITHIN THE ROOT ZONES OF EXISTING TREES. NO ROOTS OVER 1" DIAMETER SHALL BE CUT. STAKE ALL PROPOSED TRENCH ROUTES NEAR EXISTING TREES FOR APPROVAL BY THE COTR BEFORE DIGGING BEGINS.

SLEEVING

- REFER TO SPEC 02976 IRRIGATION SLEEVES 2.1.A:
1. SLEEVE MATERIAL UNDER PAVEMENT OR LANDSCAPE: ASTM D1785, POLYVINYL CHLORIDE PIPE, SCHEDULE 40, WITH ASTM D2466 SCHEDULE 40 FITTINGS.
 2. SLEEVE MATERIAL UNDER TRACKS: ASTM D1785, POLYVINYL CHLORIDE PIPE, SCHEDULE 80, WITH ASTM D2467 SCHEDULE 80 FITTINGS.



RAINBIRD #1402 SERIES TREE BUBBLER IN GRATES

NO SCALE



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REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP

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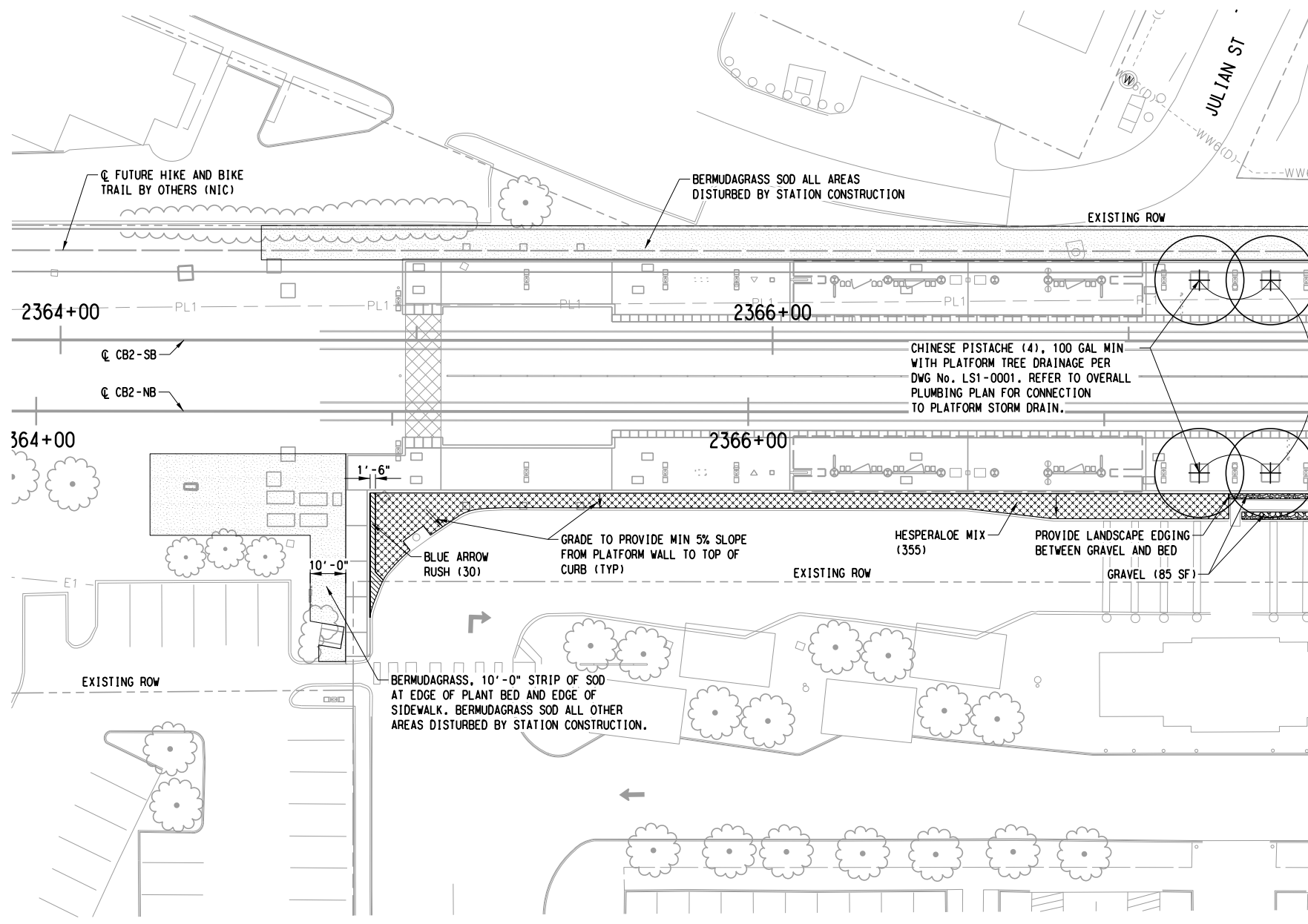
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DRAWN	S. COLLINS
DESIGNED	J. POLE
CHECKED	G. WEBB
IN CHARGE	J. POLE
DATE	23 SEP 20

CONTRACT	DWG No.	REV
C-2033270-01	LCB-6202	0

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SCALE (IN FEET)
0 10 20 40



SEE DWG No. LC4-6202

MATCH LINE

PLANTING LEGEND

- BERMUDAGRASS (SOD)
- HESPERALOE MIX
- CREEPING LIRIOPE
- BLUE ARROW RUSH
- GRAVEL
- SHADE TREE
- EXISTING TREE TO REMAIN

NOTE:
REFER TO DWG No. LS1-0001, LS1-0002, LS1-0003 AND LS1-0004 FOR DRAINAGE AND PLANTING DETAILS

LANDSCAPE PLANTING PLAN

SCALE: 1"=20'-0"



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CONTRACT SHEET No. 65 OF 67

COTTON BELT REGIONAL RAIL
LINE SECTION CB-2

ADDISON STATION
LANDSCAPE PLANTING PLAN
SHEET 1 OF 2

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP



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FIRM REGISTRATION No. F-3027



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SCALE	1"=20'-0"
DRAWN	S. COLLINS
DESIGNED	G. WEBB
CHECKED	R. COOK
IN CHARGE	R. COOK
DATE	23 SEP 20

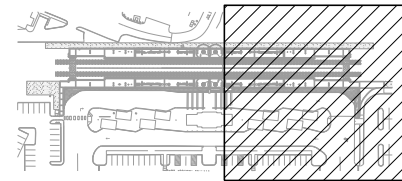


CONTRACT C-2033270-01

DWG No. LC4-6201

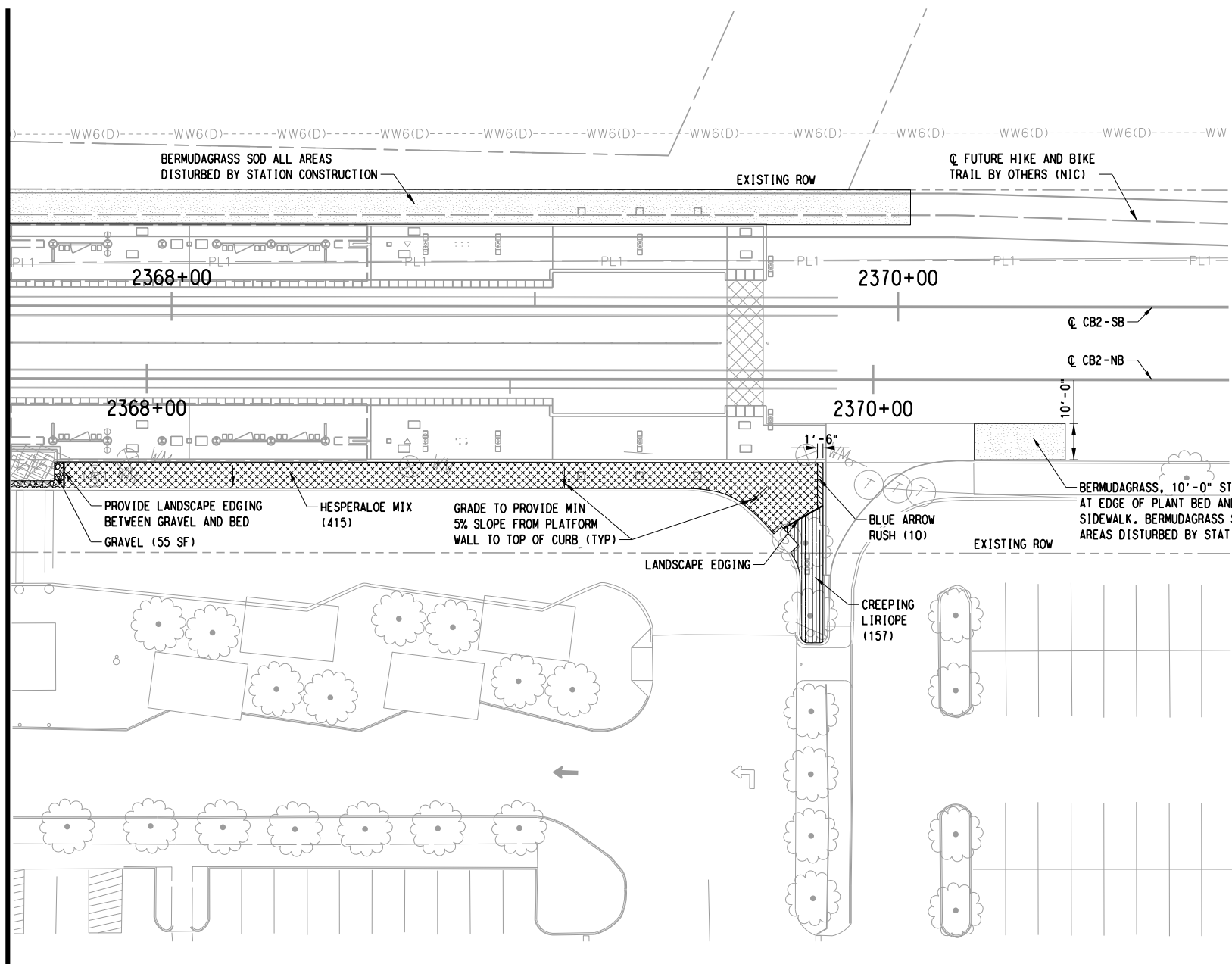
REV 0

KEY PLAN 2



SCALE (IN FEET)
0 10 20 40

SEE DWG No. LC4-6201



PLANTING LEGEND

- BERMUDAGRASS (SOD)
- HESPERALOE MIX
- CREEPING LIRIOPE
- BLUE ARROW RUSH
- GRAVEL
- SHADE TREE
- EXISTING TREE TO REMAIN

NOTE:
REFER TO DWG No. LS1-0001, LS1-0002, LS1-0003
AND LS1-0004 FOR DRAINAGE AND PLANTING DETAILS

LANDSCAPE PLANTING PLAN A
SCALE: 1"=20'-0"

DART RELEASED FOR CONSTRUCTION

_____ DART DESIGN REVIEW MANAGER _____ DATE _____

ANY REVIEW BY THE AUTHORITY IS FOR THE BENEFIT OF THE AUTHORITY ONLY, AND THE AUTHORITY'S STAMP DOES NOT SUBSTANTIATE THE ADEQUACY OR ACCEPTABILITY OF THE DESIGN OR RELIEVE THE DESIGN-BUILDER FROM RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS OR OF ITS OBLIGATION TO COMPLY WITH ALL CONTRACT REQUIREMENTS.

CONTRACT SHEET No. 66 OF 67

COTTON BELT REGIONAL RAIL
LINE SECTION CB-2

ADDISON STATION
LANDSCAPE PLANTING PLAN
SHEET 2 OF 2

REV	AMEND	CR	DATE	DESCRIPTION	BY	ENG	CHK	APP



Jacobs
1999 BRYAN ST, SUITE 1200
DALLAS, TX 75201-3136
Phone: +1 (214) 638-0145
FIRM REGISTRATION No. F-2966

CCA
LANDSCAPE ARCHITECTS
12700 HILLCREST RD, SUITE 149
DALLAS, TX 75230
Phone: +1 (214) 739-9015
FIRM REGISTRATION No. F-3027



DART PROJECT

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SCALE	1"=20'-0"
DRAWN	S. COLLINS
DESIGNED	G. WEBB
CHECKED	R. COOK
IN CHARGE	R. COOK
DATE	23 SEP 20

CONTRACT C-2033270-01	DWG No. LC4-6202	REV 0
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16-NOV-2020 11:11
CB02-LC4-6202.020

DWSVC
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Council Meeting

11.

Meeting Date: 01/12/2021

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Amending Chapter 62-Signs of the Code of Ordinances to Change Regulations for Flags and Residential Signs.**

BACKGROUND:

At its December 8, 2020 Work Session, the City Council held a discussion and directed that the regulations contained in Chapter 62 - Signs of the Code of Ordinances be amended to allow additional residential signs and to update the regulations governing the display of flags. The Council wished to accommodate residents who display school signs, sports team flags, garden banners and other similar items. The proposed changes are:

Flags

- New definition of flag that allows text to be displayed as well as other graphics and symbols.
- Limit of three flags per premises, with a maximum size for each flag of 40 square feet. The current ordinance allows three flags but limits them to the national, state and city flags. The proposed changes would not govern the content of the flags.
- If used, flagpoles are limited to 30 feet in height. (same as current ordinance)
- Flags less than 6 square feet in size are exempt from regulation. This includes the small American flags on a stick, which range in size from 4" x 6" to 24" x 36". Garden banners are typically 12" x 18" or 28" x 40". A large garden banner would be considered a flag and regulated as such.
- The meritorious exception process for flags and flagpoles that exceed the maximum height and size has been retained.

Signs

- Limitation of 3 signs, each a maximum of 6 square feet in size, plus garage sale or for sale/lease signs currently allowed.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Code of Ordinances Residential Signs and Flags

Presentation - Residential Signs and Flags

**TOWN OF ADDISON, TEXAS
ORDINANCE NO. ____**

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 62 (SIGNS), SECTION 62-137 AND SECTION 62-143 AND ADDING SECTION 62-148 OF THE CODE OF ORDINANCES OF THE TOWN TO AMEND REGULATIONS FOR THE DISPLAY OF FLAGS AND FOR SIGNS ON SINGLE-FAMILY AND DUPLEX RESIDENTIAL PREMISES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to amend the Code of Ordinances to make amendments to the regulations governing the display of signs and signage on single-family and duplex residential premises; and

WHEREAS, the City Council also desires to amend the Code of Ordinances to make amendments to the regulations governing the display of flags within the boundaries of the Town; and

WHEREAS, after due deliberations and consideration of, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this 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. Section 62-1 (Definitions), “Flag” of the Code of Ordinances shall be amended to read in its entirety as follows:

Flag means any fabric or bunting containing distinctive colors, patterns, symbols or graphic depictions or text. The term "flag" does not include feather signs which are prohibited.

SECTION 2. Section 62-137 (Government signs) of the Code of Ordinances shall be amended to read in its entirety as follows:

Sec. 62-137. – Government Signs -- Nothing in this chapter shall be construed to prevent the display of governmental signs including signs for the control of traffic or other regulatory purposes, street signs, danger signs, railroad crossing signs and signs of public service companies indicating danger and/or aids to service or safety where are erected by or on approval of the town.

SECTION 3. Section 62-143 of the Code of Ordinances shall be amended to read in its entirety as follows:

Sec. 62-143.- Single-family, duplex or townhome residential premises.

- (a) A single-family, duplex or townhome residential premises may display one detached, non-illuminated sign which may advertise a garage sale on the premises or refer to the sale or lease of the premises. The sign shall not exceed three (3) square feet.
- (b) In addition to the signs permitted above, a single-family, duplex or townhome residential premises may display not more than three (3) signs. Each sign shall not exceed six (6) square feet.
- (c) Political signs are not subject to the three-sign limit set forth in subsection (b) above and shall comply with TEXAS ELECTION CODE Section 259.003, as amended.

SECTION 4. Section 62-148 shall be added to the Code of Ordinances to read in its entirety as follows:

Sec. 62-148. – Flags

- (a) Flags are limited to three (3) per premises. Each flag shall not exceed 40 square feet in size.
- (b) Flagpoles shall not exceed thirty (30) feet in height.
- (c) Flags smaller than six (6) square feet are exempt from these limitations.
- (d) A meritorious exception as set forth in subsection 62-32(a) is required for flags or flagpoles that exceed the above size and height limitations.

SECTION 5. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

SECTION 6. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

SECTION 7. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 12th day of January 2021.

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

PUBLISHED ON:

ORDINANCE AMENDMENTS RESIDENTIAL SIGNS AND FLAGS

City Council

January 12, 2021

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

DECEMBER WORK SESSION DISCUSSION

ADDISON



FLAGS

- Revised definition of “flag” that allows text to be displayed as well as other graphics and symbols.
- Limit of three flags per premises, with a maximum size for each flag of 40 square feet.
- If used, flagpoles are limited to 30 feet in height.
- The meritorious exception process for flags and flagpoles that exceed the maximum height and size has been retained.

SUMMARY OF CHANGES

FLAGS – EXEMPT FROM REGULATION

- Flags less than 6 square feet in size are exempt from regulation.
- This covers small American flags on a stick, which range in size from 4" x 6" to 24" x 36". Garden banners are typically 12" x 18" or 28" x 40". A large garden banner would be considered a flag and regulated as such.



SIGNS

- Limited to 3 signs, each a maximum of 6 square feet in size, plus garage sale or for sale/lease signs.



CODE OF ORDINANCES SECTION 62 – SIGNS

(New/Amended Language in Red)

Amend the Definition of “Flag” -- Amend Section 62-1 (Definitions)

Flag means any fabric or bunting containing distinctive colors, patterns, symbols or graphic depictions **or text**. The term "flag" does not include feather signs which are prohibited.

Delete Flag Regulations from Section 62-137 – Amend Section 62-137 (Government Signs)

Sec. 62-137. – Government Signs -- Nothing in this chapter shall be construed to prevent the display of governmental signs including signs for the control of traffic or other regulatory purposes, street signs, danger signs, railroad crossing signs and signs of public service companies indicating danger and/or aids to service or safety where are erected by or on approval of the town.

~~(b) Nothing in this chapter shall be construed to prevent the display of the United States, Texas or Addison flag whose size does not exceed 40 square feet and which flag is displayed upon a flagpole which does not exceed 30 feet in height above the natural grade, or when attached to a building, above the finished elevation of the ground floor as defined by the Building Code. The number of flags on a premises shall not exceed three. All national flags or state flags in excess of the foregoing sizes must apply for a meritorious exception as set forth in subsection 62-32(a).~~

CODE OF ORDINANCES SECTION 62 – SIGNS

Add Allowance for Three Additional Signs - Amend Section 62-143 (Single-family, duplex or townhome residential premises)

Sec. 62-143.- Single-family, duplex or townhome residential premises.

(a) A single-family, duplex or townhome residential premises may display one detached, non-illuminated sign which may advertise a garage sale on the premises or refer to the sale or lease of the premises. The sign shall not exceed three (3) square feet.

(b) In addition to the signs permitted above, a single-family, duplex or townhome residential premises may display not more than three (3) signs. Each sign shall not exceed six (6) square feet.

(c) Political signs are not subject to the three-sign limit set forth in subsection (b) above and shall comply with Texas Election Code Section 259.003.

CODE OF ORDINANCES SECTION 62 – SIGNS

Add a New Section to Regulate Flags – Section 62.138 (Flags)

Section 62-148.-Flags

(a) Flags are limited to three (3) per premises. Each flag shall not exceed 40 square feet in size.

(b) Flagpoles shall not exceed thirty (30) feet in height.

(c) Flags smaller than six (6) square feet are exempt from these limitations.

(d) A meritorious exception as set forth in subsection 62-32(a) is required for flags or flagpoles that exceed the above size and height limitations.

QUESTIONS?

ADDISON

Council Meeting

12.

Meeting Date: 01/12/2021

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on **Questions Regarding Potential Health Concerns Associated with Petition Requirements for City Council Candidates that were Adopted at the November 3, 2020 Special Election.**

BACKGROUND:

The City Council called for a special election to amend the Home Rule Charter at the November 3, 2020 Special Election. A total of 26 proposals were presented, one of which included a petition requirement as noted below:

Section 8.03. - Nominations.

Any person having the qualifications required by this Charter and State law may be placed in nomination as a candidate for Mayor or Council member by filing with the City Secretary, by a petition signed by at least twenty-five (25) and not more than fifty (50) registered voters who shall be designated as his sponsors.

The Secretary of State (SOS) petition form requires that each person or persons who circulate the petition must be administered the affidavit by either a notary or the city secretary. The affidavit states the circulator has witnessed the signatures on the petition and have verified each signer's voter registration status. With COVID-19 protocols outlined by Governor Abbot's Executive Orders, Staff inquired of the Secretary of State's Office about implementing the petition requirement recently adopted by voters at the November 3, 2020 Special Charter Amendment Election. The City Secretary was advised there was currently no directive or suspension of the petition requirement.

The first day to submit an application along with a petition for a place on the ballot is Wednesday, January 13, and the last day is Friday, February 15. This item will facilitate Council discussion regarding questions regarding potential health concerns associated with the circulation of a petition for City Council candidates. Charter provisions are not effective until adopted by Ordinance. The City Council does not have the authority to suspend any adopted Charter provisions.

RECOMMENDATION:

Staff seeks direction from Council.



Council Meeting

13.

Meeting Date: 01/12/2021

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Amending the Home Rule Charter to Reflect Amendments Approved at the November 3, 2020 Special Election.**

BACKGROUND:

The City Council adopted Ordinance O20-04 on February 13, 2020, which ordered a Special Election be held on May 2, 2020 to consider twenty-six (26) propositions to amend the Town's Home Rule Charter. In March, Governor Greg Abbot issued a Proclamation in response to the COVID-19 pandemic allowing political subdivisions within Texas to move general and special elections scheduled in May to November 3, 2020. On April 12, 2020, the City Council officially postponed the May 2020 Special Election to a future uniform election with the adoption of Ordinance No. O20-11.

On August 11, 2020, the City Council adopted Ordinance No O20-37 ordering the Special Election to be held on November 3, 2020 to consider the proposed twenty-six (26) propositions. Voters approved all proposed propositions, and the City Council formally canvassed the election on November 11, 2020 with the adoption of Ordinance No. O20-55.

This proposed ordinance has been prepared by the City Attorney's office. Adoption of this ordinance formally codifies the amendments to the Home Rule Charter.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Adopting Amendments to the Home Rule Charter

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ADOPTING THE AMENDMENTS TO THE TOWN OF ADDISON HOME RULE CHARTER IN ACCORDANCE WITH THE ADOPTION OF PROPOSITIONS NO. A THROUGH Z AT THE SPECIAL ELECTION HELD NOVEMBER 3, 2020; ADOPTING THE CHARTER, AS AMENDED; PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on August 12, 1978, the Addison Home Rule Charter was adopted by the citizens of Addison; and

WHEREAS, the Home Rule Charter (“Charter”) is required to be reviewed in accordance with the provisions set forth therein and may be amended from time to time; and

WHEREAS, on September 10, 2019, the City Council appointed the Charter Review Commission (“Commission”) and charged the Commission with reviewing the Charter and proposing any amendments thereto; and

WHEREAS, following a series of meetings, the Commission presented its final report of proposed Charter amendments to the City Council; and

WHEREAS, the City Council reviewed the Commission report and thereafter called a Special Election to be held on May 2, 2020, for a vote of the qualified voters to consider the approval or rejection of various proposed amendments to the Charter, identified on the ballot as Proposition A through Proposition Z; and

WHEREAS, due to the COVID-19 national pandemic, the State of Texas mandated that Texas municipalities postpone the May 2, 2020 election until November 3, 2020; and

WHEREAS, at the November 3, 2020 Special Election, Addison’s qualified voters approved, by majority vote, Proposition A through Proposition Z; and

WHEREAS, the City Council finds it to be in the public interest to declare the adoption of the amendments to the Charter and to adopt the amended Charter.

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

Section 1. Findings Incorporated.

The findings in the preamble set forth above are determined to be true and correct and are hereby incorporated into the body of this ordinance as if fully set forth herein.

Section 2. Adoption of Charter Amendments.

The Town of Addison Home Rule Charter shall be and the same is hereby amended as follows:

A. Non-Substantive Amendment - The Charter shall be amended to change the word “qualified voter” to “registered voter” wherever the term is used.

B. Non-Substantive Amendment - The Charter shall be amended to remove specific references to state law and such specific reference shall be replaced with the requirement to comply with “state law.”

C. Section 2.04. - Compensation shall be amended to read in its entirety as follows:

Section 2.04. - Compensation.

Compensation of members of the City Council shall be determined by the Council by ordinance, but no increase in such compensation shall take effect until commencement of the terms of Mayor and/or Council members elected at the next regular election. Members of the City Council shall also be entitled to reimbursement for actual expenses incurred in the performance of official duties.

D. Section 2.08. - Powers of the City Council, Subsection (f) shall be amended to read in its entirety as follows:

Section 2.08. - Powers of the City Council.

...

f. Appoint members of the Planning and Zoning Commission and Board of Zoning Adjustment who shall be registered voters of the Town. No resident may serve concurrently on both boards;

E. Section 2.10. – Meetings of the City Council shall be amended to read in its entirety as follows:

Section 2.10. – Meetings of the City Council.

The City Council shall hold at least one or more regular meeting in each month at a time to be fixed by it for such regular meetings and may hold as many additional meetings during the month as may be necessary for the transaction of the business of the Town and its citizens. Except as allowed by state law, all meetings of the City Council shall be open to the public and shall be held and notice given in accordance with applicable provisions of State law. Meetings shall be held at the Town Hall, except that the City Council may designate another place for such meetings and shall take such action as is reasonable and necessary to accommodate the public. Special meetings of the Council may be called by the Mayor or three (3) Council members or the City Manager, giving written notice of such meetings to the City Secretary, who shall notify each member of the Council and the City Manager of the time and place of each meeting and the purpose for which it was called.

F. Section 2.17. – Induction of Council into office shall be amended to read in its entirety as follows:

Section 2.17. - Induction of Council into office.

The first meeting of the City Council following an election for one or more council offices, shall be the meeting to canvass the results of the election in accordance with state law. At such meeting, the first order of business shall be the canvassing of returns, declaring the results and the seating of such newly elected members of the Council following their oath of office.

G. Section 5.11 shall be renamed to **Bonds, warrants and other debt matters** and shall be amended to read in its entirety as follows:

Section 5.11. - Bonds, warrants and other debt matters.

1. *Power to issue.* In keeping with the Constitution of the State of Texas, and not contrary thereto, the Town of Addison, shall have the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidences of indebtedness for any public purpose, so long as not prohibited by state law, including but not limited to, bonds or other evidences of indebtedness to promote or finance economic development within the City.
2. *Manner of issuance.* Bonds and warrants of the Town of Addison shall be issued in the manner provided by the General Laws of the State of Texas applicable to cities and towns.

H. Section 5.19 shall be renamed to **Power to cancel taxes** and shall read in its entirety as follows:

Section 5.19. - Power to cancel taxes.

The Council shall have the power to cancel any uncollectible taxes upon the tax rolls as allowed by law.

I. Section 5.31 shall be renamed to **General powers of taxation** and shall be amended to read in its entirety as follows:

Section 5.31. – General powers of taxation.

Unless otherwise provided by this Charter and by Ordinances passed hereunder, all property in the Town liable for taxation shall be assessed in accordance with the laws of the state insofar as applicable. In addition to the powers herein conferred with reference to the assessment and collection of taxes, the Town of Addison shall have and may exercise all powers and authority not prohibited by the laws of the State of Texas.

J. Section 7.03 shall be renamed to **Comprehensive plan** and shall be amended to read in its entirety as follows:

Section 7.03. - Comprehensive plan.

- a. The Comprehensive Plan of the Town shall be used as a guide by the City Council and the City Planning and Zoning Commission for development of the Town with respect to land use, thoroughfares and streets, buffer zones, parks, and other matters affecting development.
- b. The Comprehensive Plan may be amended by majority vote of those members of the Council that are present at a council meeting, and such amendments shall be entered therein and shall become part thereof and of the official records of the Town.

K. Section 7.04. – Planning and Zoning Commission shall be amended to read in its entirety as follows:

Section 7.04. - Planning and Zoning Commission.

The City Council shall have the power and authority to appoint a Planning and Zoning Commission, in accordance with the General Laws of the State of Texas, as provided for in V.T.C.A., Local Government Code chs. 211 and 371, as now, or hereafter, amended; and the City Council and Town of Addison shall have all of the rights, privileges, powers, and authority, given, permitted and granted under the laws of the State of Texas, relative to zoning and planning in, for, and of, municipalities, and their environs.

L. Section 8.03. – Nominations shall be amended to read in its entirety as follows:

Section 8.03. - Nominations.

Any person having the qualifications required by this Charter and State law may be placed in nomination by a petition signed by at least twenty-five (25), or not more than fifty (50) registered voters, who shall be designated as their sponsors. No voter shall sign more than one petition, and should a voter do so, their signature shall be void except as to the petition first signed. With each signature shall be stated the place of residence of the signer, giving the street, number or other description sufficient to identify it and the signer's date of birth or voter registration number.

Persons who desire to be candidates, or petitioners placing a name in nomination, must file with the City Secretary not earlier than ninety (90) days nor later than thirty (30) days before the election.

Acknowledgment of nomination by each nominee will be in writing and will be accepted by the City Secretary or other persons authorized to administer oaths under the laws of the State of Texas.

Any person whose name has been placed in nomination shall take an oath as prescribed by the Texas Election Code, as amended.

The petition placing a person in nomination shall be in a form satisfying the requirements set forth in the Texas Election Code, as amended.

M. Section 8.06. – Conducting and canvassing elections shall be amended to read in its entirety as follows:

Section 8.06. - Conducting and canvassing elections.

Returns of all municipal elections shall be made by the election officers to the Council at the first City Council meeting following the election, which shall be the meeting to canvass the election and declare the results in accordance with state law.

N. Section 9.02. – Initiative shall be amended to read in its entirety as follows:

Section 9.02. - Initiative.

Registered voters of the Town may initiate legislation by submitting a petition addressed to the Council which requests the submission of a proposed Ordinance or Resolution to a vote of the registered voters of the Town. Said petition must be signed by registered voters equal in number to at least twenty-five (25) percent of those who were registered voters on the date of the last regular municipal election as determined from a list of registered voters maintained by the Dallas County Elections Department. Each signer of such petition shall personally sign their name and address in ink or indelible pencil and shall write after their name their place of residence, giving the name of the street and number, or place of residence, shall write their date of birth or voter registration number and shall also write thereon the date, the month and the year their signature was affixed. Said petition shall conform to the requirements of this Article and State law and be submitted to the person performing the duties of City Secretary who shall complete the examination of the petition to determine if it complies with the requirements of this Article and State law. After completing the examination, the person performing the duties of the City Secretary shall present said petition to the Council at its next regularly scheduled meeting.

O. Section 9.03. – Form of initiative and referendum petition shall be amended to read in its entirety as follows:

Section 9.03. - Form of initiative and referendum petition.

The petition mentioned above must be addressed to the City Council of the Town of Addison, and must have attached to it a copy of the proposed legislation, shall contain and conform to all requirements of state law.

P. Section 9.05. – Referendum shall be amended to read in its entirety as follows:

Section 9.05. - Referendum.

Registered voters of the Town of Addison may require that any Ordinance or Resolution, with the exception of Ordinances or Resolutions appropriating money, fixing salaries or levying taxes, passed by the Council be submitted to the voters of the Town of Addison for approval or disapproval, by submitting a petition for this purpose within thirty (30) days after the final passage of said Ordinance or Resolution, or within thirty (30) days after its publication. Said petition must be signed by registered voters equal in number to at least twenty-five (25) percent of those who were registered voters on the date of the last regular municipal election as determined from a list of registered voters maintained by the tax collector of Dallas County. Each signer of such petition

shall personally sign their name and address in ink or indelible pencil, and shall write after their name their place of residence, giving the name of the street and number, or place of residence, shall write their date of birth or voter registration number, and shall write thereon the date, the month and the year their signature was affixed. Said petition shall be submitted to the person performing the duties of City Secretary. Within fifteen (15) days from the filing of such petition, the person performing the duties of City Secretary shall complete the examination of the petition to determine if it complies with the requirements of this Article and State law. After completing the examination, the person performing the duties of the City Secretary shall present said petition to the Council at its next regularly scheduled meeting.

Q. Section 10.02. – Petitions for recall shall be amended to read in its entirety as follows:

Section 10.02. - Petitions for recall.

Before the question of recall of such officer shall be submitted to the registered voters of the Town, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of City Secretary; which said petition shall be signed by registered voters equal in number to at least twenty-five (25) percent of those who were registered voters on the date of the last regular municipal election as determined from the list of registered voters maintained by the person having the duties of the voter registrar of Dallas County. Each signer of such recall petition shall personally sign their name thereto in ink or indelible pencil and shall write after their name their place of residence, giving name of street and number, or place of residence, their date of birth or their voter registration number, and shall also write thereon the day, the month, and the year their signature was affixed.

R. Section 10.03. – Form of recall petition shall be amended to read in its entirety as follows:

Section 10.03. - Form of recall petition.

The recall petition mentioned above must be addressed to the Council of the Town of Addison, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one ground, such as for incompetency, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with which they are charged. The petition contents shall conform to the requirements of state law.

S. Section 11.15. – Publicity of records shall be deleted in its entirety.

T. Section 11.18. – Gender clause shall be deleted in its entirety.

U. Section 11.23. – Rearrangement and renumbering shall be renamed to **Non-substantive changes** and shall read in its entirety as follows:

Section 11.23. – Non-substantive changes.

The City Council shall have the power, by ordinance, to:

- (a) renumber and rearrange all articles, sections, and paragraphs of this Charter, or any amendments thereto, as it shall deem (appropriate); (but, without changing the meaning or effect or any part hereof);
- (b) change references to state law included in this charter to reflect a recodification or renumbering of such laws by the Texas legislature, (but without changing the meaning or effect of any part hereof);
- (c) make non-substantive changes as needed for clarity; and
- (d) change words of gender to gender-neutral terms.

Upon the passage of any ordinance authorized in this section, a copy thereof, certified by the City Secretary, shall be forwarded to the Secretary of State.

Words of a singular number shall be held to include the plural and vice-versa, unless the context requires otherwise.

V. Section 11.24. – Town depository shall be deleted in its entirety.

W. Section 11.26. – Disaster clause shall be amended to read in its entirety as follows:

Section 11.26. - Disaster clause.

In case of disaster when a legal quorum of the elected City Council cannot otherwise be assembled due to multiple deaths or injuries, the surviving persons of the City Council or highest surviving City official if no elected official remains, must within twenty-four (24) hours of such disaster, request the County Judge of Dallas County to appoint a five member commission, which shall include all surviving elected City officials, to govern the City, respond to the emergency and within fifteen (15) days of such disaster call a City election to be held as soon as practicable, or as provided in the Texas Election Code, for election of a required quorum, if for good reasons it is known that a quorum of the present City Council will never again meet.

X. Section 11.27. – When provisions take effect shall be deleted in its entirety.

Y. Section 11.30. Ordinances, rules and regulations validated shall be deleted in its entirety.

SECTION 3. A copy of the Home Rule Charter of the Town of Addison, Texas showing the changes adopted by this Ordinance is attached as **Exhibit A** and is hereby adopted.

SECTION 4. In accordance with Section 9.007(a) of the TEXAS LOCAL GOVERNMENT CODE and following passage of this ordinance, the Mayor shall certify to the Texas Secretary of State an authenticated copy of the Charter, as amended, under the Town's seal and showing the approval by the voters of the Town.

SECTION 5. The City Secretary shall record in the City's records the Charter, as amended, adopted by the voters of the Town pursuant to Section 9.008(a) of the Texas Local Government Code.

SECTION 6. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 7. This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the Town of Addison, Texas, whether codified or un-codified, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

SECTION 8. All rights and remedies of the Town of Addison, Texas, are expressly saved as to any and all violations of the provisions of this ordinance or any other ordinance which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 9. This ordinance will take effect immediately from and after its adoption as provided by law.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 12th day of January 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

ARTICLE I. - INCORPORATION—FORM OF GOVERNMENT—POWERS

Section 1.01. - Incorporation.

The inhabitants of the Town of Addison, Texas within the corporate limits as now established or as hereafter established in the manner provided by law and by this Charter, shall continue to be a municipal body politic and incorporate in perpetuity, under the name of the "Town of Addison."

Section 1.02. - Boundaries.

The boundaries and limits of the Town of Addison shall, until changed in the manner herein provided, be the same as have heretofore been established and as exist on the date of the adoption of this Charter and such boundaries are on file with the City Secretary.

Section 1.03. - Form of government.

The municipal government provided by this Charter shall be known as the "Council-Manager" government. Pursuant to its provisions and subject only to the limitations imposed by the State Constitution, by the statutory laws of Texas, and by this Charter, all powers of the town shall be vested in an elective Council, hereafter referred to as the "Council," which shall enact local legislation, adopt budgets, determine policies, appoint the Judge of the Municipal Court, and appoint the City Manager, who shall execute the laws and administer the government of the Town. All powers of the Town shall be exercised in the manner prescribed, or if the manner be not prescribed, then in such manner as may be prescribed by Ordinance.

Section 1.04. - Annexation and disannexation.

The Town may from time to time alter its boundaries by annexing any territory adjoining its present or future boundaries in any size or shape desired in any manner provided by state law. In addition thereto, the Town may annex additional territory lying adjacent to the Town with or without the consent of the territory and the inhabitants of the territory annexed where the same is not inconsistent with state law. Such annexations shall be accomplished by Ordinance providing for the alteration and extension of the boundary limits, which Ordinance shall describe the territory to be annexed and shall be published one time in the official newspaper. Amendments reducing the area may be incorporated into the proposed Ordinance without the necessity of publishing said amendments and without the necessity of republication of said Ordinance as amended. The proposed Ordinance shall not thereafter be finally acted upon until at least thirty (30) days have elapsed after the publication thereof, and upon the final passage of any such Ordinance, the boundaries of the Town shall thereafter be as fixed in such Ordinance. The additional territory annexed shall be a part of the Town and the property situated therein shall bear its pro rata part of the taxes levied by the Town as provided by state law. The inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the Acts, Ordinances and Resolutions of the Town.

Section 1.05. - Powers.

The Town of Addison may exercise all powers that now are or hereafter may be granted to municipalities by the Constitution or the laws of the State of Texas. All such powers, whether expressed or implied, shall be exercised and enforced in the manner prescribed by this Charter, and when not prescribed herein, in such manner as may be provided by Ordinance or Resolution of the Council of the Town of Addison.

The enumeration of particular powers in this Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the Town may have and shall exercise all other powers which, under the Constitution of the State of Texas, it would be competent for the Charter specifically to enumerate. The Town of Addison shall have and exercise all the powers conferred upon cities by what is known as the Home Rule Amendment to the Constitution of the State of Texas and the enabling act relative thereto, passed by the Thirty-third Legislature of the State of Texas, found in the published laws of said legislature, regular session, pages 307 to 317, and effective July 7, 1913, and all other laws passed by the legislature of the State of Texas, relating thereto, or which may hereinafter [hereafter] be passed by said legislature in relation to such matters.

The Town of Addison may acquire property within or without its corporate limits for any municipal purpose; may cooperate with the government of Texas or any agency thereof, or with the federal

government or any agency thereof, or with the government of any County, City, or political subdivision to accomplish any lawful purpose for the advancement of the health, morals, safety, convenience, or welfare of the Town of Addison or its inhabitants, may sell, lease, mortgage, hold, manage and control such property as its interest may require provided the Town shall not sell, convey, lease, mortgage, or otherwise alienate any public utility without prior approval of the registered voters of the Town; may exercise the power of eminent domain when necessary or desirable to carry out any of the powers conferred upon it by this Charter or the Constitution or laws of the State of Texas; and may lay out, establish, open, alter, widen, lower, extend, grade, abandon, close, care for, dispose of, abolish, discontinue, pave, supervise, maintain and improve streets, alleys, sidewalks, parks, squares, public places and bridges; and regulate the use thereof and require the removal from streets, sidewalks, alleys and other public property or places of all obstructions and all fruit stands, show cases and encroachments of every nature or character upon any of said streets, sidewalks, or other public property.

ARTICLE II. - THE COUNCIL

Section 2.01. - Number.

The legislative and governing body of the Town shall be a City Council which shall be composed of a mayor and six (6) council members. When used in this Charter, the term "Council" shall mean the City Council, and the phrase "member of the Council" and the phrase "member of the City Council" shall mean and include the Mayor or any council member.

Section 2.02. - Qualifications.

The members of the City Council shall be registered voters of the Town of Addison who have been residents of the Town for at least twelve months immediately preceding election day and who shall never have been finally convicted of a felony offense or any offense involving moral turpitude from which the person has not been pardoned or otherwise released from the resulting disabilities.

Section 2.03. - Removal from office; Council to be judge of qualifications of its members.

A member of the Council may be removed from office, in accordance with the procedures set forth in this Charter, if they:

- (1) Lacks at any time during their term of office any qualifications for the office prescribed by this Charter or by law;
- (2) Commits any act of official misconduct including but not limited to:
 - a. wilfully violating any express prohibition of this Charter,
 - b. failing to discharge the member's official duties as set out in this Charter, or
 - c. committing acts in the member's official capacity which the member had no authority to commit;
- (3) Is incompetent;
- (4) Is convicted of a felony offense or any offense involving moral turpitude;
- (5) Fails to attend four (4) consecutive regular meetings of the Council without first being excused by the Council.

The Council shall be the judge of the election and qualifications of its members. If a member of the Council is charged with a ground for removal, a hearing shall be set not less than ten (10) days nor more than thirty (30) days from the date on which the written charges are presented. At such hearing, the accused shall have the right to present evidence in their defense but shall be disqualified from voting as to their innocence or guilt. At the conclusion of the evidence, a vote shall be taken, and upon the affirmative vote of a majority of the members of the Council plus one additional affirmative vote, the accused member shall be removed from office and their seat declared vacant. The Council shall have the power to subpoena witnesses and require the production of records, but the decision of the Council in the exercise of such power shall be subject to review by the courts.

Section 2.04. - Compensation.

Compensation of members of the City Council shall be determined by the Council by ordinance, but no increase in such compensation shall take effect until commencement of the terms of Mayor and/or Council members elected at the next regular election. Members of the City Council shall also be entitled to reimbursement for actual expenses incurred in the performance of official duties.

Section 2.05. - Vacancies in Council.

A single vacancy in the Council shall be filled by a majority vote of the remaining members of the Council within thirty (30) days of the vacancy at a meeting subsequent to the date on which the vacancy occurs. The person selected shall not be one of the remaining members of the Council and once chosen, he shall serve until the next general town election shall be held to fill the unexpired term or regular term, as the case may be. Provided, however, that since any vacancy which occurs within forty-five (45) days prior to a general Town election does not allow time for candidates to file for such a vacated Council position, the appointment to fill such a vacancy shall be made within thirty (30) days after the election and not before the election. When two (2) or more vacancies exist, a special election shall be held to elect successors to fill the vacated unexpired terms, provided that if such vacancies occur within ninety (90) days prior to a regular Town election, then such successors shall be elected at such regular Town election. When two (2) or more vacancies occur within forty-five (45) days prior to such regular Town election and there is insufficient time for candidates to file for the vacated Council positions, a special election shall be held as soon as possible after the regular general Town election.

Section 2.06. - Mayor.

The Mayor shall preside at meetings of the Council, shall be recognized as head of the Town government for all ceremonial purposes and by the governor for purposes of military law but shall have no administrative duties. The Mayor may participate in the discussion of and shall be entitled to vote on all matters coming before the Council. A vacancy in the office of Mayor shall be filled by the Council members in the same manner as provided in Section 2.05 except that one of the Council members may be selected as Mayor.

Section 2.07. - Mayor pro tempore.

The Council shall elect from among the Council members a (i) Mayor Pro Tempore who shall perform the duties of Mayor in case of the absence or disability of the Mayor, and (ii) a Deputy Mayor Pro Tempore who shall serve as Mayor Pro Tempore in the absence or disability of the Mayor Pro Tempore. In case of the absence or disability of the Mayor, the Mayor Pro Tempore and the Deputy Mayor Pro Tempore, the remaining members of the Council shall elect one of their members to act as Mayor temporarily during such absence or disability.

Section 2.08. - Powers of the City Council.

All powers of the Town and the determination of all matters of policy shall be vested in the City Council. Without limitation of the foregoing and among the other powers that may be exercised by the City Council, the following are hereby enumerated for greater certainty:

- a. Appoint and remove the City Manager as hereinafter provided;
- b. Adopt the budget of the Town;
- c. Authorize the issuance and sale of bonds, by a Bond Ordinance;
- d. Collectively inquire into the conduct of any office, department or agency of the Town and make investigations as to Municipal affairs;
- e. Appoint members of the Planning and Zoning Commission and Board of Zoning Adjustment who shall be registered voters of the Town. No resident may serve concurrently on both boards;
- f. Provide for such additional boards and commissions, not otherwise provided for in this Charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by Town Ordinance or by law;
- g. Adopt and modify the zoning plan and the building code of the Town;
- h. Adopt and modify the official map of the Town;

- i. Adopt, modify and carry out plans proposed by the Planning and Zoning Commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster;
- j. Adopt, modify and carry out plans proposed by the Planning and Zoning Commission for the clearance of slum districts and rehabilitation of blighted areas;
- k. Regulate the speed of engines, locomotives or other power-driven equipment operating upon tracks, rail, or defined routes, either at ground level, overhead or underground within the limits of the Town, and to regulate the operation of the same so as to prohibit the blocking of intersections, streets, alleys, avenues or impeding the free flow of vehicular traffic or pedestrians;
- l. Regulate, license and fix the charges or fares by any person, firm or corporation owning, operating or controlling any vehicle or [of] any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the Town;
- m. Provide for the establishment of districts and limits, except as otherwise provided hereinafter; within the Town, where the sale of spirituous, vinous and malt liquors may be located and maintained; and to prohibit the sale of such liquors or the locations of such businesses without such defined districts or limits;
- n. Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein, and provide for the erection of fireproof buildings within said limits, and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard and prescribe the manner of their removal or destruction within said limits;
- o. Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system, and provide for penalties for failure to make sanitary sewer connections;
- p. Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties [for failure] to pay such fees and charges. To define nuisances; and, to prohibit same; and provide penalties for violations;
- q. Provide for all necessary public utilities and set fees and charges therefore [therefor] and provide penalties for misuses of same;
- r. Exercise exclusive dominion, control and jurisdiction, (including the right to close and abandon streets and alleys), in and upon, over and under, the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the Town; and, provide for the improvement of same, as provided in V.T.C.A., Transportation Code ch. 313, as now, or hereafter amended;
- s. Compromise and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the Town of Addison;
- t. To require bonds, both special and general, or all contractors and others constructing or building for the Town, and set up standards, rules, and regulations therefor;
- u. To pass Ordinances defining and prohibiting misdemeanors and vagrancy; and, provide penalties for violations;
- v. To provide and/or arrange for any and all "Civil Defense Measures," and "Public Shelter Measures" for the Town of Addison, Texas, and for the citizens thereof, deemed necessary for the Public Welfare;
- w. To exercise, or delegate to the Mayor, extraordinary and total Executive powers, (on a temporary basis), during the existence and duration of any major public disaster, for the Public Welfare;
- x. Appoint Judges of Municipal Court of Record;
- y. Provide for an independent audit.

Section 2.09. - Interference in administrative matters.

Except as herein provided in this Charter, the Council shall deal with the administrative departments and personnel solely through the City Manager, and no member of the Council shall give directives to any subordinate of the City Manager, either publicly or privately. Neither the Council nor any member of the Council, nor any committees of the Council, shall require or attempt to require the appointment of any person to, or his removal from, office or employment by the City Manager or any of his subordinates, or in any manner interfere in the appointment of officers and employees in the department of administrative service vested in the Manager by this Charter.

Section 2.10. - Meetings of the City Council.

The City Council shall hold at least one or more regular meeting in each month at a time to be fixed by it for such regular meetings and may hold as many additional meetings during the month as may be necessary for the transaction of the business of the Town and its citizens. Except as allowed by state law, all meetings of the City Council shall be open to the public and shall be held and notice given in accordance with applicable provisions of State law. Meetings shall be held at the Town Hall, except that the City Council may designate another place for such meetings and shall take such action as is reasonable and necessary to accommodate the public. Special meetings of the Council may be called by the Mayor or three (3) Council members or the City Manager, giving written notice of such meetings to the City Secretary, who shall notify each member of the Council and the City Manager of the time and place of each meeting and the purpose for which it was called.

Section 2.11. - Rules of procedure.

The City Council shall determine its own rules of procedure and may compel the attendance of its members. Five (5) members of the City Council shall constitute a quorum to do business, and, except as otherwise provided for herein, any Ordinance, Resolution, or other action shall require at least four (4) affirmative votes to be adopted or passed. Minutes of the proceedings of all meetings of the City Council shall be kept, to which any citizen may have access at all reasonable times and which shall constitute one of the archives of the Town. The vote upon the passage of all Ordinances and Resolutions shall be taken by the "ayes" and "nays" and entered upon the minutes, and every passage, shall be recorded in a book kept for that purpose under full caption, and shall be authenticated by the signature of the presiding officer and the person performing the duties of the City Secretary.

Section 2.12. - Procedure for passage of ordinances.

- a. The City Council shall legislate by ordinance, and the enacting clause of every ordinance shall be, "Be it Ordained by the City Council of the Town of Addison, Texas:". Every ordinance enacted by the Council shall be signed by the mayor, or in their absence or disability, the mayor pro tempore or by at least three (3) councilmen, and the authenticity of such signature shall be attested by the city secretary. The approval signature of the mayor shall not be necessary to make an ordinance or resolution valid.
- b. Except as otherwise provided by law or this Charter, the City Secretary shall give notice of the enactment of every Ordinance imposing any penalty, fine or forfeiture for any violation of any of its provisions, and of every other Ordinance required by law or this Charter to be published, by causing of the said Ordinance, or its caption and penalty, to be published at least one time within ten (10) days after final passage thereof in the official newspaper of the Town. The affidavit of such publication by the publisher of such newspaper taken before any officer authorized to administer oaths and filed with the City Secretary, shall be conclusive proof of the legal publication and promulgation of such Ordinance, in all Courts. Such Ordinance shall take effect ten (10) days after the date of such publication, provided that any penal Ordinance passed as an emergency measure under the preceding paragraph of this Article shall take effect immediately on its publication.

Every Ordinance shall be authenticated by the signature of the Mayor and the City Secretary and shall be systematically recorded and indexed in an Ordinance Book in a manner approved by the Council.

- c. The City Council shall have power to cause the Ordinances of the Town to be corrected, amended, revised, codified, and printed in code form, as often as the Council deems advisable; and, such printed Code, when adopted by the Council, shall be in full force and effect without the necessity of publishing the same, or any part thereof, in a newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof.

Section 2.13. - Official bonds for town employees.

The City Manager and the City Secretary and such other Town officers and employees as the City Council may require, shall, before entering upon the duties of their offices, enter into a good and sufficient fidelity bond in a sum to be determined by the City Council payable to the Town of Addison, and conditioned upon the faithful discharge of the duties of such persons, and upon the faithful accounting for all monies, credits, and things of value coming into the hands of such persons, and such bonds shall be signed as surety by some company authorized to do business under the laws of the State of Texas; and, the premium of such bonds must be acceptable to the City Council.

Section 2.14. - Investigation by the City Council.

The City Council shall have power to inquire into the conduct of any office, department, agency, officer or employee of the Town and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence. Failure to obey such subpoena, or to produce books, papers or other evidence as ordered under the provisions of this section shall constitute a misdemeanor and shall be punishable by a fine not to exceed two hundred dollars (\$200.00).

Section 2.15. - Independent annual audit.

Prior to the end of each fiscal year the Council shall designate qualified certified public accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the Town Government and shall submit their report to the Council. Such accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Town Government or of any of its officers. They shall not maintain any accounts or records of the Town business, but, within specifications approved by the Council, shall post-audit the books and documents kept by the department of finance and any separate or subordinate accounts kept by any other office, department or agency of the Town Government. A copy of such audit shall be kept in the office of the City Secretary subject to inspection by any citizen and officer during regular office hours.

Section 2.16. - Induction of Council into office.

The first meeting of the City Council following an election for one or more council offices, shall be the meeting to canvass the results of the election in accordance with state law. At such meeting, the first order of business shall be the canvassing of returns, declaring the results and the seating of such newly elected members of the Council following their oath of office.

ARTICLE III. - CITY MANAGER

Section 3.01. - Appointment and qualifications.

The City Manager shall be chosen by a vote of at least four (4) members of the Council. The selection of the City Manager shall be made on the basis of character, executive and administrative training, experience and ability, and without regard to political consideration. No member of the City Council shall, during the time for which they are elected and for two (2) years thereafter, be appointed City Manager.

Section 3.02. - Term and salary.

The City Manager shall not be appointed for a definite term and may be removed at the will and pleasure of the City Council by a vote of at least four (4) members of the Council. The motion of the City Council in suspending or removing the City Manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility of such suspension or removal in the Council. The City Manager shall receive compensation as may be fixed by the Council.

Section 3.03. - Powers and duties.

The City Manager shall have the power to:

- (a) Appoint, suspend, and remove all town employees and appointive administrative officials provided for in this Charter, except as otherwise provided by law or this Charter.
- (b) Direct and supervise the administration of all departments, offices and agencies of the town, except as otherwise provided by law or this Charter.

- (c) See that all state laws and Town Ordinances are effectively enforced.
- (d) Attend all City Council meetings, with the right to take part in discussion, but not to vote.
- (e) Prepare and accept items for inclusion in the official agenda of all City Council meetings and meetings of boards and commissions.
- (f) Prepare and recommend to the City Council the annual budget and capital program, and administer the budget as adopted by the City Council.
- (g) Keep the City Council fully advised as to the financial condition of the Town, and make such recommendations concerning the affairs of the Town as the City Council deems desirable or necessary.
- (h) Make reports as the City Council may require concerning the operations of town departments, offices, or agencies subject to the Manager's direction or supervision.
- (i) Perform such other duties as are specified in this Charter or may be required by the City Council, and are consistent with this Charter, or state or federal law.

Section 3.04. - Absence of City Manager.

To perform the duties of the City Manager during a temporary absence or disability, the City Manager may designate by letter filed with the City Secretary a qualified administrative officer of the Town. In the event of failure of the City Manager to make such designation, the Council may by Resolution appoint an officer of the Town to perform the duties of the City Manager until their return or their disability shall cease.

ARTICLE IV. - ADMINISTRATIVE DEPARTMENTS

Section 4.01. - General provisions.

- (a) The Council may establish town departments, offices or agencies in addition to those created by this Charter and may prescribe the functions of all departments, offices and agencies, except that no function assigned by this Charter to a particular department, office or agency may be discontinued or, unless this Charter specifically so provides, assigned to any other department, office or agency.
- (b) All departments, offices and agencies under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the Manager. With the consent of the Council, the Manager may serve as the head of two or more of them.
- (c) Consistent with applicable federal and state laws, the City Council shall provide by Ordinance for the establishment, regulation and maintenance of a merit system, governing personnel policies, grievances, and other procedures and practices necessary to effective administration of the employees of the Town of Addison.

Section 4.06. - City Secretary.

The City Council shall appoint an officer of the Town, who shall have the title of City Secretary. The City Secretary shall give notice of the Council meetings, shall keep minutes of its proceedings, shall authenticate by their signature and record in full in a book kept for the purposes of all Ordinances and Resolution and shall perform such other duties as shall be required by this Charter or by the City Manager. The City Secretary may be removed from office by the City Council. To perform the City Secretary's duties during a temporary absence and disability, the City Manager may appoint an assistant City Secretary until they return, or their disability shall cease.

Section 4.07. - Municipal Court.

- a. The city council may, by ordinance, create and provide for municipal courts to be known as municipal courts of the Town of Addison, as it may deem necessary, and may appoint one or more judges to serve each court. The municipal court shall have jurisdiction: (1) over all criminal cases arising under the ordinances of the town within the town limits and outside the town limits to the extent authorized by state law; (2) concurrent with the appropriate state court of all criminal cases arising under the laws of the state, where the offense is committed within the town limits of Addison and the penalty does not exceed that which is established for municipal courts by state law; (3) over the forfeiture and collection

of bonds given in proceedings therein, and to order the forfeiture of cash acceptance bonds upon failure of the defendant to appear, and to accept the same in lieu of a fine; (4) over cases involving a license or permit granted by the town for any calling, occupation, business or vocation, and in addition to the punishment to be imposed therefor, the court may suspend or revoke the license or permit so granted; (5) enforce all process of the courts in accordance with state law and town ordinance, punish witnesses for failing to obey subpoenas, and compel their attendance by process of attachment; (6) punish for contempt, admit to bail, forfeit bonds under such circumstances as provided by county courts, or county courts exercising criminal jurisdiction only; (7) over all other matters and cases provided for by state law or town ordinance.

- b. Each of the municipal courts of the Town of Addison shall be presided over by a judge or judges, each of whom shall be designated as "municipal judge." Each judge shall be licensed to practice law in the State of Texas and a member in good standing of the State Bar of Texas. The municipal judges shall be appointed by the Council and may be removed by the Council at any time for incompetency, misconduct, malfeasance, or disability, after a public hearing before the Council. Municipal judges shall receive such salary as may be fixed by the Council.
- c. The City Manager shall appoint a Court Clerk of said court.
- d. The clerk of said court and their deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court thereto, and generally do and perform any and all acts usual and necessary by the Clerk of Courts in issuing process of said Courts and conducting the business thereof.
- e. In case of the disability or absence of the Judge of the Municipal Court, the Council shall appoint a person to act in his place as an alternate judge.
- f. The Council may appoint alternate judges to act in the place of the Municipal Court Judge.

Section 4.08. - City Attorney.

The City Council shall appoint a competent and duly qualified and licensed Attorney, practicing law in the State of Texas, who shall be the Attorney for the Town (and may also be referred to as City Attorney.) The City Attorney shall receive such compensation as may be fixed by the City Council and shall hold their office at the pleasure of the City Council. The Attorney for the Town, or such other attorneys selected by him, with the approval of the City Council, shall represent the Town in all litigation. They shall be the legal advisor of, and Attorney and Counsel for, the Town and all officers and departments thereof; provided, that the City Council may retain special counsel at any time they deem same appropriate and necessary.

ARTICLE V. - MUNICIPAL FINANCE

Section 5.01. - Fiscal year.

The fiscal year of the Town of Addison shall begin on October 1 of each calendar year and will end on September 30 of the following calendar year. The fiscal year will also be established as the accounting and budget year.

Section 5.02. - Preparation and submission of budget.

The City Manager, prior to August first of each year, shall prepare and submit the budget, covering the next fiscal year, to the Council, which shall contain the following information. In preparing this budget, each employee, officer, board and department shall assist the City Manager by furnishing all necessary information.

- a. The City Manager's budget message shall outline the proposed financial policies for the next fiscal year with explanations of any changes from previous years in expenditures and any major changes of policy and a complete statement regarding the financial condition of the Town.
- b. An estimate of all revenue from taxes and other sources, including the present tax structure rates and property evaluations for the ensuing year.

- c. A carefully itemized list of proposed expenses by office, department, agency, and project for the budget year, as compared to actual expenses of the last ended fiscal year, and the present year to date.
- d. A description of all outstanding bond indebtedness, showing amount, purchaser, date of issue, rate of interest, and maturity date, as well as any other indebtedness which the Town has incurred and which has not been paid.
- e. A statement proposing any capital expenditures deemed necessary for undertaking during the next budget year and recommended provision for financing.
- f. A list of capital projects which should be undertaken within the five (5) next succeeding years.

Section 5.03. - Budget a public record.

The budget and all supporting schedules shall be filed with the City Secretary when submitted to the Council and shall be open to public inspection by anyone interested.

Section 5.04. - Public hearing on budget.

At the council meeting at which time the budget is submitted, the council shall name the date and place of a public hearing and shall cause to be published in the official newspaper of the town the time and place, which will be not less than fifteen (15) days nor more than thirty (30) days after date of notice. At this hearing, interested citizens may express their opinions concerning items of expenditure, giving their reasons for wishing to increase or decrease any items of expense.

Section 5.05. - Proceedings on adoption of budget.

After public hearing, the Council shall analyze the budget, making any additions or deletions which they feel appropriate, and shall, at least three (3) days prior to the beginning of the next fiscal year, adopt the budget by a favorable majority vote. If the Council fails to adopt the budget, the Town shall continue to operate under the existing budget until such time as the Council adopts a budget for the ensuing fiscal year.

Section 5.06. - Budget, appropriation and amount to be raised by taxation.

On final adoption, the budget shall be in effect for the budget year. Final adoption of the budget by the Council shall constitute the official appropriations as proposed expenditures for the current year and shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year. Estimated expenditures will in no case exceed proposed revenue plus cash on hand. Unused appropriations may be transferred to any item required for the same general purpose.

Section 5.07. - Unallocated reserve fund.

The City Manager may recommend, for action by the Council, an unallocated reserve fund to be used for expected items of expense which were not contained as original items of expenditure.

Section 5.08. - Amendment and supplemental budgets.

Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the Council may amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by Ordinance and shall become an attachment to the original budget.

Section 5.09. - Certification; copies made available.

A copy of the budget, as finally adopted, shall be filed with the City Secretary, Dallas County Clerk, and the State Comptroller of Public Accounts at Austin. The final budget shall be printed or otherwise reproduced and sufficient copies shall be made available for the use of all offices, agencies and for the use of interested persons and civic organizations.

Section 5.10. - Defect shall not invalidate the tax levy.

Errors or defects in the form or preparation of the budget or the failure to perform any procedural requirements shall not nullify the tax levy or the tax rate.

Section 5.11. - Bonds, warrants and other debt matters.

3. *Power to issue.* In keeping with the Constitution of the State of Texas, and not contrary thereto, the Town of Addison, shall have the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidences of indebtedness for any public purpose, so long as not

prohibited by state law, including but not limited to, bonds or other evidences of indebtedness to promote or finance economic development within the City.

4. *Manner of issuance.* Bonds and warrants of the Town of Addison shall be issued in the manner provided by the General Laws of the State of Texas applicable to cities and towns.

Section 5.12. - Power to tax.

The Council shall have the power to levy, for general purposes, an ad valorem tax on real, personal, and mixed property within the territory of the Town of Addison, not exempt from taxation by the constitution and laws of the State of Texas, based upon its true value as provided by law, to the extent of the constitutional limit permitted by the State of Texas to cities of over five thousand (5,000) population.

The Council may levy taxes on all property, privileges, and franchises, of every kind and description, within the Town limits or having its situs therein on January 1 of each year, and from any other local source, and provide for the rendition thereof, the place, time and manner of payment thereof, with penalties, as the Council may deem best, not in violation of the laws of this State.

Sections 5.13. – Where payable; no demand necessary.

All taxes shall be payable at the office of the Collector and Assessor of taxes in the Town of Addison or at such other places as may be specifically designated by the Council.

No demand for such taxes shall be necessary, but it is the duty of the taxpayer to make such payment of such taxes in United States currency or such other method as authorized by State law or by the City Council, within the time specified.

Section 5.14. - Removing property from Addison.

If anyone against whom a personal tax is assessed and unpaid, whether the same is delinquent or not, shall have removed or be about to remove their personal property out of the Town, it shall be the duty of the Assessor and Collector of taxes to proceed at once to collect such taxes by seizure and sale of such personal property.

Section 5.15. - Inadequate description.

In any suit by the Town of Addison for the collection of any delinquent tax where it shall appear that the description of any property on the assessment rolls shall be insufficient to identify such property, the Town shall have the right to set up in its pleading a good description of the property intended to be assessed, and to prove the same, and to have judgment foreclosing its tax lien upon the same, and personal judgment against the owner, for such taxes, the same as if the property were fully described upon the assessment rolls.

When the owner of any property, or their agent, shall render any property to the County appraisal district for assessment, and such property is assessed in accordance with description furnished by such owner or their agent, the sufficiency of such description shall not be disputed by such owner in any action or suit for the collection of such taxes, but the same shall be binding upon such owner, and shall be sufficient for all purposes of such assessment.

Section 5.16. - Power to cancel taxes.

The Council shall have the power to cancel any uncollectible taxes upon the tax rolls as allowed by law.

Section 5.17. - Ratification.

All taxes heretofore assessed are ratified and all Ordinances relating to taxes now in force shall continue until amended or repealed by the Council in accordance with state law.

Section 5.18. - Payment, delinquency, penalties.

The taxes herein and hereby authorized to be levied shall become due and payable October 1 of the year assessed, and the same shall be payable in United States currency or such other method as authorized by State law or by the City Council, at the office of the Assessor and Collector of taxes or at such other places as may be specifically designated by the Council. Taxes shall be deemed and become delinquent if not paid prior to February 1, the year following assessment, and such delinquent taxes shall be subject to a penalty and shall bear interest at the rates prescribed by Ordinance of the City Council. In addition to such penalties and interest, a delinquent taxpayer shall be subject to the payment of all costs

and expenses that may be incurred in the collection of such taxes through any method provided by this Charter and/or the laws of the State of Texas, and such penalties and interest shall be collected in the same manner as other taxes. The Council may by Ordinance provide that all taxes, either current or delinquent, due to the Town of Addison may be paid in installments except that such installments shall not exceed one year.

Section 5.19. - Tax levy and lien.

A lien is hereby created on all property, personal and real, in favor of the Town of Addison, for all taxes, ad valorem, occupation or otherwise. Said lien shall exist from the first day of January in each year until the taxes are paid. Such lien shall be prior to all other claims, and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can ever defeat such lien, but the Assessor and Collector of taxes can pursue such property, and whenever found out, may seize and sell enough thereof to satisfy such taxes.

All persons or corporations owning or holding personal property or real estate in the Town of Addison on the first day of January of each year shall be liable for all municipal taxes levied thereon for such year. The personal property of all persons owing any taxes to the Town of Addison is hereby made liable for all of said taxes, whether the same be due upon personal or real property, or upon both.

Section 5.20. - Seizure and sale of personal property.

The Assessor and Collector of taxes shall, by virtue and of the tax rolls of the Town, have power and authority to seize and levy upon all such personal property and sell the same to satisfy all delinquent taxes together with all penalty, interest and costs due on said personal property to the Town. When personal property is seized for such purposes it shall keep the same at the expense of the owner until the sale is made, and shall give notice of the time and place of sale on same by posting a written notice at the Town Hall door and one at another public place within the Town at least ten (10) days before the date of sale. Such property shall be sold to the highest bidder for cash for all taxes, interest, cost and expense of caring for said property, and an entry in the book of sales of the amount realized shall be made. All such sales shall be made at the front door of the Town Hall. A sale of personal property for delinquent taxes shall convey with it an absolute title, and the owner shall have no right to redeem the same.

Section 5.21. – General powers of taxation.

Unless otherwise provided by this Charter and by Ordinances passed hereunder, all property in the Town liable for taxation shall be assessed in accordance with the laws of the state insofar as applicable. In addition to the powers herein conferred with reference to the assessment and collection of taxes, the Town of Addison shall have and may exercise all powers and authority not prohibited by the laws of the State of Texas.

Section 5.22. - Purchasing.

(a) The City Council may by Ordinance, give to the City Manager general authority to contract for expenditure without further approval of the Council for all budgeted items not exceeding limits set by all the Council.

All contracts for expenditures involving more than the set limits must be expressly approved in advance by the Council. The City Council, or City Manager in such cases as the City Manager is authorized to contract for the Town, shall have the right to reject any and all bids.

(b) Emergency contracts as authorized by law and this Charter may be negotiated by the City Council or the City Manager if given authority by the Council, without competitive bidding. Such emergency shall be declared by the City Manager and approved by the City Council or may be declared by the City Council.

ARTICLE VI. - FRANCHISES AND PUBLIC UTILITIES

Section 6.01. - Powers of the town.

In addition to the Town's power, right and authority to buy, construct, lease, maintain, operate and regulate public utilities, and to manufacture, distribute and sell the output of such utilities' operations, the Town shall have all further rights, authorities, and powers as may now, or hereafter, be granted under the Constitution and laws of the State of Texas.

Section 6.02. - Franchises; power of the City Council.

The City Council shall have power by Ordinance to grant, amend, renew and extend, all franchises of all public utilities of every character operating within the Town of Addison. All Ordinances granting, amending, renewing, or extending franchises for public utilities shall be read at two (2) separate regular meetings of the City Council, and shall not be finally passed until thirty (30) days after the first reading; and no such Ordinance shall take effect until thirty (30) days after its final passage; and pending such time, the full text of such Ordinance shall be published once a week for four (4) consecutive weeks in the official newspaper of the Town of Addison, and the expense of such publication shall be borne by the proponent of the franchise. No public utility franchise shall be granted for a term of more than twenty (20) years; nor shall same be transferable, except with the approval of the City Council, expressed by Ordinance.

Section 6.03. - Franchise value not to be allowed.

No value shall be assigned to any franchise granted by the Town of Addison under this Charter, in fixing reasonable rates and charges for utility service within the Town, and in determining the just compensation to be paid by the Town for Public utility property which the Town may acquire by condemnation, or otherwise.

Section 6.04. - Right of regulation.

All grants, removals, extensions, or amendment of public utility franchises, whether it be so provided in the Ordinance or not, shall be subject to the right and power of the City Council of the Town of Addison:

- a. To repeal the Ordinance, at any time, upon the failure of the grantee to comply with any provision of the Ordinance, the franchise, the Charter of the Town of Addison, any applicable Statute of the State of Texas, or the rule of any applicable governmental body.
- b. To require proper and adequate extension of plant and service, and the maintenance of the plant and fixtures of the highest reasonable standard of efficiency.
- c. To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates.
- d. At any time to examine and audit the accounts and other records of any such utility, and to require annual, and other reports, including reports on operations within the Town of Addison.
- e. To impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare, and accommodation of the public.
- f. To require such compensation and rental as may be permitted by the laws of the State of Texas.

Section 6.05. - Grant not to be exclusive.

No grant, contract, or franchise, to construct, maintain, or operate a public utility, for or in Addison, Texas, and no renewal or extension of such grant, contract, or franchise, shall be exclusive.

Section 6.06. - Consent of property owners.

The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility; but, nothing in this Charter, or in any franchise granted thereunder, shall ever be construed to deprive any such property owner of any right of action for damage or injury to their property as now or hereafter provided by law.

Section 6.07. - Extensions.

All extensions of public utilities within the Town limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this Charter and in any original grant hereafter made. In case of an extension of a public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

Section 6.08. - Temporary permits.

Permits unconditionally revocable at the will of the City Council for minor or temporary privileges in the streets, public ways and public places of the Town may be granted and revoked by Ordinance from time to time, and such permits shall not be deemed franchises as the term is used in this Charter.

Section 6.09. - Other conditions.

All franchises heretofore granted are recognized as contracts between the Town of Addison and the grantee, and the contractual rights as contained in any such franchises shall not be impaired by the provisions of this Charter, except that the power of the Town of Addison to exercise the right of eminent domain in the acquisition of any utility property is in all things reserved, and except the general power of the Town heretofore existing and herein provided for to regulate the rates and services of a utility, which shall include the right to require adequate and reasonable extension of plant and service and the maintenance of the plant fixtures of the standard necessary to render the highest reasonable quality of utility service to the public. Every public utility franchise hereafter granted shall be held subject to all the terms and conditions contained in the various sections of this article whether or not such terms are specifically mentioned in the franchises. Nothing in this Charter shall operate to limit in any way, as specifically stated, the discretion of the Council of the electors of the Town in imposing terms and conditions as may be reasonable in connection with any franchise grant, including the right to require such compensation or rental as may be permitted by the laws of the State of Texas.

Section 6.10. - Franchise records.

Every public utility and every owner of public utility franchises shall file with the Town, as may be prescribed by Ordinance, certified copies of all franchises owned or claimed, or under which such utility is operated in the Town of Addison. The Town shall compile and maintain a public record of public utility franchises.

Section 6.11. - Accounts of municipally owned utilities.

Accounts shall be kept for each public utility owned or operated by the Town, in such manner as to show the true and complete financial results of such Town ownership and operation, including all assets, appropriately subdivided into different classes, all liability subdivided by classes, depreciation reserve, other reserves, and surplus; also revenues; operating expenses including depreciation, interest payments, rental, and other disposition of annual income. The accounts shall show the actual capital cost to the Town of each public utility owned, also the cost of all extensions, additions, and improvements and the source of the funds, expended for such capital purposes. They shall show as nearly as possible the cost of any service furnished to or rendered by any such utility to any other City or governmental department. The Council shall annually cause to be made by a certified public accountant, and shall publish, a report showing the financial condition of said public utility and the financial results of such Town ownership and operation, giving the information specified in this section and such additional data as the Council shall deem expedient.

Section 6.12. - Regulations of rates and services.

The City Council shall have full power, after due notice and hearing, to regulate by Ordinance the rates and service of every public utility operating in the Town of Addison.

Section 6.13. - Rate changes.

No person or corporation enjoying any franchise to operate a public utility within the Town of Addison shall ever make any charge or fix any rate for public service to its patrons or the inhabitants of the Town of Addison without first being authorized by the City Council of the Town by an Ordinance or order approving the same, and no public utility shall contest any rate or charge or order fixed by the City Council of the Town under the authority otherwise conferred in the Charter of the Town in any suit or cause of action in any court until after such utility has filed a motion for a rehearing with the City Council of the Town specifically setting out the grounds of complaint against any such order or Ordinance fixing any rate or charge and until the City Council of the Town shall have passed upon the said motion for rehearing.

ARTICLE VII. - MUNICIPAL PLANNING AND ZONING

Section 7.01. - Platting of property.

Hereafter, every owner of any tract of land situated within the corporate limits of the Town of Addison, Texas, who may divide the same in two (2) or more parts for the purpose of laying out any subdivision or any addition to the Town, or seeks to have issued a building permit to construct any improvement on such land, shall comply with the provisions of V.T.C.A., Local Government Code ch. 212, as now or hereafter amended, which is hereby adopted and incorporated herein for all purposes.

Section 7.02. - Development of property.

The City Council may encourage the development of property, promote economic development, and stimulate business and commercial activity, within, or beyond, the Town limits, in accordance with State law.

Section 7.03. - Comprehensive plan.

- a. The Comprehensive Plan of the Town shall be used as a guide by the City Council and the City Planning and Zoning Commission for development of the Town with respect to land use, thoroughfares and streets, buffer zones, parks, and other matters affecting development.
- b. The Comprehensive Plan may be amended by majority vote of those members of the Council that are present at a council meeting, and such amendments shall be entered therein and shall become part thereof and of the official records of the Town.

Section 7.04. - Planning and Zoning Commission.

The City Council shall have the power and authority to appoint a Planning and Zoning Commission, in accordance with the General Laws of the State of Texas, as provided for in V.T.C.A., Local Government Code chs. 211 and 371, as now, or hereafter, amended; and the City Council and Town of Addison shall have all of the rights, privileges, powers, and authority, given, permitted and granted under the laws of the State of Texas, relative to zoning and planning in, for, and of, municipalities, and their environs.

ARTICLE VIII. - NOMINATIONS AND ELECTIONS

Section 8.01. - Election.

The regular Town election shall be held on the first Saturday in May of each year or on such day established by state law, at which time, officers will be elected to fill those offices which become vacant that year. The Council shall fix the hour and place for holding such elections. The Council, may, by Resolution, order a special election, fix the time and place for holding same and provide all means for holding such special election.

Section 8.02. - Regulation of elections.

The Council shall make all regulations considered to be necessary or desirable which are not inconsistent with this Charter or the laws of the State of Texas, for the conduct of municipal elections, for the prevention of fraud, and shall make provisions for recount of the ballots in case of doubt or fraud. The Council will appoint election officials who will conduct the municipal elections consistent with this Charter, regulations, made by the Council, or the laws of the State of Texas.

Section 8.03. - Nominations.

Any person having the qualifications required by this Charter and State law may be placed in nomination by a petition signed by at least twenty-five (25), or not more than fifty (50) registered voters, who shall be designated as their sponsors. No voter shall sign more than one petition, and should a voter do so, their signature shall be void except as to the petition first signed. With each signature shall be stated the place of residence of the signer, giving the street, number or other description sufficient to identify it and the signer's date of birth or voter registration number.

Persons who desire to be candidates, or petitioners placing a name in nomination, must file with the City Secretary not earlier than ninety (90) days nor later than thirty (30) days before the election.

Acknowledgment of nomination by each nominee will be in writing and will be accepted by the City Secretary or other persons authorized to administer oaths under the laws of the State of Texas.

Any person whose name has been placed in nomination shall take an oath as prescribed by the Texas Election Code, as amended.

The petition placing a person in nomination shall be in a form satisfying the requirements set forth in the Texas Election Code, as amended.

Section 8.04. - Number, selection, and term of Council.

The Council shall be composed of a Mayor and six (6) council members who shall be elected and serve in the following manner subject to the adopting of this Charter:

- a. The Mayor and Councilmembers in office at the time of the adoption of this Charter shall continue to serve as Mayor and Councilmembers under this Charter until the expiration of their present terms of office, or until their successors have been elected or selected and duly qualified under this Charter.
- b. In each odd-numbered year three (3) council members and a Mayor shall be elected and in each even-numbered year three (3) council members shall be elected.
- c. The Mayor and other members of the Council shall be elected from the Town at large, for a term of two (2) years.
- d. The candidate for Mayor who receives the highest number of valid votes by qualified electors voting at the election shall be declared elected.
- e. The candidates for election to the places of Councilmen, equal in number to the number of vacancies to be filled, who receive the highest number of valid votes cast by qualified electors voting at the election, shall be declared elected.
- f. In case of a tie vote as to any two (2) or more candidates, the Council shall order a special election within not less than thirty (30) days nor more than forty (40) days after the regular election to resolve the tie vote as between such candidates.
- g. All elections shall be held in accordance with the election laws of the State of Texas and the provisions of this Charter.
- h. No person shall serve as Mayor for more than three (3) consecutive terms of office, and no person shall serve as a council member for more than three (3) consecutive terms of office. For purposes of this section, the phrase "terms of office" shall not include any unexpired portion of any two-year term.

Section 8.05. - Prohibiting holding or running for other office.

- (a) No person elected to the office of Council member, or to the office of Mayor, shall during the term for which they were elected, be appointed to any office or position of emolument in the service of the Town. If a member of any board appointed by the Council or any officer appointed by the City Council shall become a candidate for election to any public office, they shall immediately forfeit their place or position with the Town.
- (b) A Council member or the Mayor shall forfeit their office if they become a candidate for nomination or election to any elected public office other than nomination or re-election to their present office.

Section 8.06. - Conducting and canvassing elections.

Returns of all municipal elections shall be made by the election officers to the Council at the first City Council meeting following the election, which shall be the meeting to canvass the election and declare the results in accordance with state law.

ARTICLE IX. - INITIATIVE AND REFERENDUM

Section 9.01. - General power of initiative and referendum.

The registered voters of the Town of Addison, in addition to the method of legislation hereinbefore provided, shall have the power of direct legislation by the initiative and referendum.

Section 9.02. - Initiative.

Registered voters of the Town may initiate legislation by submitting a petition addressed to the Council which requests the submission of a proposed Ordinance or Resolution to a vote of the registered voters of the Town. Said petition must be signed by registered voters equal in number to at least twenty-five (25) percent of those who were registered voters on the date of the last regular municipal election as determined from a list of registered voters maintained by the Dallas County Elections Department. Each signer of such petition shall personally sign their name and address in ink or indelible pencil and shall write after their name their place of residence, giving the name of the street and number, or place of residence, shall write their date of birth or voter registration number and shall also write thereon the date, the month and the year

their signature was affixed. Said petition shall conform to the requirements of this Article and State law and be submitted to the person performing the duties of City Secretary who shall complete the examination of the petition to determine if it complies with the requirements of this Article and State law. After completing the examination, the person performing the duties of the City Secretary shall present said petition to the Council at its next regularly scheduled meeting.

Section 9.03. - Form of initiative and referendum petition.

The petition mentioned above must be addressed to the City Council of the Town of Addison, (and) must have attached to it a copy of the proposed legislation, shall contain and conform to all requirements of state law.

Section 9.04. - Various papers constituting petition.

The petition may consist of one or more copies, or subscription lists, circulated separately, and the signature thereto may be upon the paper or papers containing the form of petition, or upon other papers attached thereto. Verifications provided for in the next preceding section of this article may be made by one or more petitioners, and the several parts of copies of the petition may be filed separately and by different persons; but no signatures to such petition shall remain effective or be counted which were placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the person performing the duties of City Secretary. All papers comprising an initiative or referendum petition shall be filed with the person performing the duties of City Secretary on the same day. Within fifteen (15) days from the filing of such petition, the person performing the duties of City Secretary shall complete the examination of the petition to determine if it complies with the requirements of this Article and State law. After completing the examination, the person performing the duties of the City Secretary shall present said petition and proposed Ordinance or Resolution to the City Council at its next regularly scheduled meeting. Upon presentation to it of the draft of the proposed Ordinance or Resolution, it shall become the duty of the Council, within twenty (20) days after the receipt thereof, to pass and adopt such Ordinance or Resolution without alteration as to meaning or effect in the opinion of the persons filing the petition, or to call a special election as approved by State Law or if not controlled by State Law, the date of which election shall be within thirty (30) days thereafter, at which the registered voters of the Town of Addison shall vote on the question of adopting or rejecting the proposed legislation. However, if any other municipal election is to be held within sixty (60) days after the filing of the petition, the question may be voted on at such election.

Section 9.05. - Referendum.

Registered voters of the Town of Addison may require that any Ordinance or Resolution, with the exception of Ordinances or Resolutions appropriating money, fixing salaries or levying taxes, passed by the Council be submitted to the voters of the Town of Addison for approval or disapproval, by submitting a petition for this purpose within thirty (30) days after the final passage of said Ordinance or Resolution, or within thirty (30) days after its publication. Said petition must be signed by registered voters equal in number to at least twenty-five (25) percent of those who were registered voters on the date of the last regular municipal election as determined from a list of registered voters maintained by the tax collector of Dallas County. Each signer of such petition shall personally sign their name and address in ink or indelible pencil, and shall write after their name their place of residence, giving the name of the street and number, or place of residence, shall write their date of birth or voter registration number, and shall write thereon the date, the month and the year their signature was affixed. Said petition shall be submitted to the person performing the duties of City Secretary. Within fifteen (15) days from the filing of such petition, the person performing the duties of City Secretary shall complete the examination of the petition to determine if it complies with the requirements of this Article and State law. After completing the examination, the person performing the duties of the City Secretary shall present said petition to the Council at its next regularly scheduled meeting.

Section 9.06. - Voluntary submission of legislation by the Council.

The Council, upon its motion and by a majority vote of the members of the Council, may submit to popular vote at any election for adoption or rejection any proposed Ordinance, Resolution or measure or may submit for repeal any existing Ordinance, Resolution or measure, in the same manner and with the same force and effect as provided in this article for submission on petition, and may in its discretion call a special election for this purpose.

Section 9.07. - Form of ballots.

The ballots used when voting upon such proposed and referred Ordinance, Resolution or measure, shall set forth their nature sufficiently to identify them and shall also set forth upon separate lines the words:

"For the Ordinance" and

"Against the Ordinance" or

"For the Resolution" and

"Against the Resolution."

Section 9.08. - Publication of proposed and referred Ordinances.

The person performing the duties of City Secretary shall publish at least once in the official newspaper of the Town the proposed or referred Ordinance or Resolution within fifteen (15) days before the date of the election and shall give such other notices and do such other things relative to such election as are required in general municipal elections or by the Ordinance or Resolution calling said election.

Section 9.09. - Adoption of Ordinances.

If a majority of the registered voters voting on any proposed Ordinance or Resolution or measure shall vote in favor thereof, it shall thereupon, or at any time fixed therein, become effective as law or as a mandatory order to the Council.

Section 9.10. - Inconsistent Ordinances.

If the provision of two (2) or more proposed Ordinances or Resolutions approved at the same election are inconsistent, the Ordinance or Resolution receiving the highest number of votes shall prevail.

Section 9.11. - Ordinances passed by popular vote, repeal or amendment.

No Ordinance or Resolution which may have been passed by the Council upon a petition or adopted by popular vote under the provisions of this Article shall be repealed or amended except by the Council in response to the referendum petition or submission as provided in Section 9.05 of this Charter.

Section 9.12. - Further regulations by the Council.

The Council may pass Ordinances or Resolutions providing other and further regulations for carrying out the provisions of this article consistent herewith.

Section 9.13. - Franchise Ordinances.

Nothing contained in this Article shall be construed to be in conflict with any of the provisions of this Charter, pertaining to Ordinances granting franchises when valuable rights shall have accrued thereunder.

ARTICLE X. - RECALL

Section 10.01. - Scope of recall.

Any elected Town official, whether elected to office by the registered voters of the Town or appointed by the Council to fill a vacancy, shall be subject to recall and removal from office by the registered voters of the Town on grounds of incompetency, misconduct or malfeasance in office.

Section 10.02. - Petitions for recall.

Before the question of recall of such officer shall be submitted to the registered voters of the Town, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of City Secretary; which said petition shall be signed by registered voters equal in number to at least twenty-five (25) percent of those who were registered voters on the date of the last regular municipal election as determined from the list of registered voters maintained by the person having the duties of the voter registrar of Dallas County. Each signer of such recall petition shall personally sign their name thereto in ink or indelible pencil and shall write after their name their place of residence, giving name of street and number, or place of residence, their date of birth or their voter registration number, and shall also write thereon the day, the month, and the year their signature was affixed.

Section 10.03. - Form of recall petition.

The recall petition mentioned above must be addressed to the Council of the Town of Addison, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one ground, such as for incompetency, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed notice of the matters and things with which he is charged. The petition contents shall conform to the requirements of state law.

Section 10.04. - Various papers constituting petition.

The petition may consist of one or more copies, or subscription lists, circulated separately, and the signatures thereto may be upon the paper or papers containing the form of petition, or upon other papers attached thereto. Verifications provided for in the next preceding section of this article may be made by one or more petitioners, and the several parts of copies of the petition may be filed separately and by different persons, but no signatures to such petition shall remain effective or be counted which were placed thereon more than forty-five (45) days prior to the filing of such petition or petitions with the person performing the duties of City Secretary. All papers comprising a recall petition shall be filed with the person performing the duties of City Secretary on the same day and said City Secretary shall immediately notify, in writing, the officer so sought to be removed, by mailing such notice to his Addison address.

Section 10.05. - Presentation of petition to the Council.

Within fifteen (15) days from the date of the filing of the papers constituting the recall petition, the person performing the duties of City Secretary shall complete the examination of the petition to determine if it complies with the requirements of this Article and State law. After completing the examination, the person performing the duties of the City Secretary shall present said petition to the City Council at its next regularly scheduled meeting.

Section 10.06. - Public hearing to be held.

The officer whose removal is sought, may within five (5) days after such recall petition has been presented to Council, request that a public hearing be held to permit the officer whose removal is sought to present facts pertinent to the charges specified in the recall petition. In this event, the Council shall order such public hearing to be held, not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

Section 10.07. - Duty to receive petition; Election to be called.

The Council, upon being presented with a recall petition, shall receive the petition, shall order an election in accordance with the requirements of this Charter and applicable law, and shall take all other steps necessary to affect a recall election.

If each officer whose removal is sought does not resign, then it shall become the duty of the Council to order an election and fix a date for holding such recall election. The date of the recall election shall be on the earlier of (i) the next available uniform election date as provided by law or (ii) if not contrary to State Law, the next available date that allows sufficient time to comply with other requirements of law not less than twenty-five (25) days after the date such petition was presented to the Council, or after the date of the public hearing if one was held.

Section 10.08. - Ballots in recall election.

Ballots used at recall elections shall conform to the following requirements:

- a. With respect to each person whose removal is sought, the question shall be submitted:
"Shall _____ be removed from the office of _____ by recall?"
- b. Immediately below each such question there shall be printed the following words, one above the other, in the order indicated:
"No" "Yes"

Section 10.09. - Result of recall election.

If a majority of the votes cast at a recall election shall be "No," that is, against the recall of the person named on the ballot, they shall continue in office for the remainder of their unexpired term, subject to recall as before. If a majority of the votes cast at such an election be "Yes," that is, for the recall of the person named on the ballot, they shall, regardless of any technical defects in the recall petition, be deemed

removed from office, and the vacancy shall be filled as vacancies in the Council are filled, as provided in this Charter.

Section 10.10. - Recall, restrictions thereon.

No recall petition shall be filed against any officer of the Town within three (3) months after their election, nor within three (3) months after an election for such officer's recall.

ARTICLE XI. - MISCELLANEOUS PROVISIONS

Section 11.01. - No officer or employee to accept gift, etc.

No officer or employee of the Town of Addison shall ever accept, directly or indirectly, any gift, favor, privilege or employment from any public utility corporation, or other company, contractor or individual which currently has a grant, franchise, or contract with said Town during the term of office of such officer, or during such employment of such employee, except as authorized by law or ordinance. Any officer or employee of the Town who shall violate the provisions of this section shall be guilty of a misdemeanor and may be punished by any fine that may be prescribed by Ordinance for this offense, and forthwith be removed from office.

Section 11.02. - Officers or employees of the Town not to have financial interest in any contracts of the Town.

No officer or employee of the Town shall have a 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 as an officer or employee. Any knowing or willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit their office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council of the Town shall render the contract involved voidable by the City Council. The restrictions contained in this section shall be cumulative of those required and provided by state law.

Section 11.03. - Retirement system and social security; group insurance.

The Council shall have the power to provide for coverage of its appointed officers and employees under the Workers' Compensation, Retirement and Social Security systems provided by laws of the State of Texas for such officers and employees, of the Town; and for group insurance coverage of such officers and employees, with the Council having power to provide for the payment of all or any part of the cost.

Section 11.04. - Restriction of sale of alcoholic beverages.

Sale of alcoholic beverages for off-premises consumption is hereby restricted and limited to the existing west side of Inwood Road between the southern corporate limits and the southern right-of-way of Belt Line Road and such area being more specifically described as follows:

Commencing at a point on the south right-of-way of Belt Line Road (a 100-foot R.O.W.) and the west right-of-way of St. Louis Southwestern Railway Company (a 100-foot R.O.W.);

Thence, in a westerly direction along the south right-of-way of Belt Line Road, a distance of 93.02 feet, more or less, to the point of beginning, said point being the most northerly point of a corner clip;

Thence, continue westerly along said south R.O.W. a distance of 159.5 feet, more or less, to a point;

Thence, in a southerly direction along the common property line (plat bearing south 0 degrees 26 minutes east), a distance of 2,601.27 feet, more or less, to a point on the Addison/Farmers Branch town limits;

Thence, in an easterly direction along said town limits line (plat bearing north 88 degrees 58 minutes 14 seconds west), a distance of 971.37 feet, more or less, to a point on the west right-of-way of Inwood Road;

Thence, northwesterly along said west right-of-way of Inwood Road, a distance of 2,676.56 feet, more or less, to a point, being the most southerly of a corner clip;

Thence, in a northwesterly direction along said corner clip, a distance of 48.31 feet, more or less, to said point of beginning;

except that the sale of beer and wine for off-premises consumption is not restricted or limited by and is not subject to the foregoing provision. Notwithstanding Section 11.26 of this Charter or other law, the provisions of this Section 11.04 are not severable, and if any portion of this Section 11.04 is determined by a final, non-appealable order of a court of competent jurisdiction to be invalid, unlawful, or unconstitutional, this Section 11.04 shall be deemed repealed and deleted in its entirety.

Section 11.05. - Notice of damage or injury required.

- (a) The Town of Addison shall never be liable for any claim for any personal injury, whether such personal injury results in death or not, or for any claim for damage or injury to personal property, unless the person damaged or injured, or someone on their behalf, or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall, within ninety (90) days or within six (6) months for good cause shown from the date the damage or injury was received, give notice in writing to the City Manager or City Secretary of the facts outlined in subsection (d) hereinbelow.
- (b) The Town of Addison, Texas, shall never be liable for any claim for damage or injury to real property caused by the negligent act or omission of its officers, servants, agents or employees, unless the person whose real property has been injured or damaged, or someone on their behalf, shall, within ninety (90) days or within six (6) months for good cause shown from the date the damage or injury was received, give notice in writing to the City Manager or City Secretary of the facts outlined in subsection (d) hereinbelow.
- (c) In addition to the notice required in subsection (a) or (b), the Town of Addison, Texas, shall never be liable on account of any damage or injury to person or to personal property arising from or occasioned by any defect in any public street, highway, alley, grounds or public work for the Town of Addison unless the specific defect causing the damage or injury shall have been actually known to the City Manager at least twenty-four (24) hours prior to the occurrence of the injury or damage, or unless the attention of the City Manager shall have been called thereto by a notice thereof in writing at least twenty-four (24) hours prior to the occurrence of the injury or damage and proper diligence has not been exercised to rectify the defect. The notice herein required to be given to the City Manager or City Secretary of the specific defect causing the damage or injury shall apply where the defect arose from any omission of the Town itself, through its agents, servants or employees, or acts of third parties.
- (d) The notice required herein shall contain the following facts:
 - (1) The date and time when the injury occurred and the place where the injured person or property was at the time when the injury was received;
 - (2) The nature of the damage or injury sustained;
 - (3) The apparent extent of the damage or injury sustained;
 - (4) A specific and detailed statement of how and under what circumstances the damage or injury occurred;
 - (5) The amount for which each claimant will settle;
 - (6) The telephone numbers and the actual place of residence of each claimant by street;
 - (7) In the case of personal injury or death, the names and addresses of all persons who, according to the knowledge or information of the claimant, witnessed the happening of the injury or any part thereof and the names of the doctors, if any, to whose care the injured person is committed; and
 - (8) In the case of property damage, the location of the damaged property at the time the claim was submitted along with the names and addresses of all persons who witnessed the happening of the damage or any part thereof.
- (e) No suit of any nature whatsoever shall be instituted or maintained against the Town of Addison unless the plaintiff therein shall aver and prove that prior to the filing of the original petition, the plaintiff applied

to the City Council for redress, satisfaction, compensation or relief, as the case may be, and that the same was by vote of the City Council refused.

- (f) All notices required hereby shall be effectuated by serving them upon the City Secretary or City Manager, and all such notices shall be effective only when actually received in the office of the person named above.
- (g) Neither the Mayor, a City Councilmember nor any other officer or employee of the Town shall have the authority to waive any of the provisions of this section.
- (h) The written notices required under the subsections (a) and (d) shall be sworn to by the person claiming the damage or injuries or by someone authorized by them to do so on their behalf. Failure to swear to the notice as required herein shall not render the notice fatally defective, but failure to so verify the notice may be considered by the City Council as a factor relating to the truth of the allegations and to the weight to be given to the allegations contained therein.
- (i) No provision of this section shall ever be so construed as to expand the ordinary liability of the Town under the applicable law.

Section 11.06. - Town exempt from appeal bonds.

It shall not be necessary in any action, suit or proceeding in which the Town of Addison is a part[y], for any bond, undertaking or security to be executed in behalf of said Town, but all such actions, suits, appeals or proceedings shall be conducted in the same manner as if such bond, undertaking or security had been given, and said Town shall be liable as if such obligation had been duly given and executed.

Section 11.07. - Execution, garnishment and assignment.

The property, real and personal, belonging to said Town shall not be liable to be sold or appropriated under any writ of execution or cost bill, nor shall the funds belonging to said Town, in the hands of any person, be liable to garnishment on account of any debt it may owe or funds it may have on hand due any person, nor shall the Town or any of its officers or agents be required to answer to any writ of garnishment on any account whatsoever, nor shall said Town be liable to the assignee of any wages of any officer, agent or employee of said Town, whether earned or unearned, upon any claim or account whatsoever, and as to the Town such assignment shall be absolutely void.

Section 11.08. - No lien on public property; contractors, etc., to notify Town of claims.

No lien of any kind can ever exist against the public buildings, public halls, parks or public works of the Town of Addison. All subcontractors, materialmen, mechanics and laborers upon any public works of the Town of Addison are hereby required to notify the Town of all claims they may have on account of such work against the Town, and when such notice has been given, the Town shall retain an amount from any funds due the contractors, sufficient to satisfy all claims; provided that such notice may be given at any time after such indebtedness becomes due and before final settlement; and provided, further, that no contractor or subcontractor shall issue any time checks on or on account of any public works of said Town.

Section 11.09. - Bonds of contractors.

In accordance with state law, the City Council shall require good and sufficient bonds of all contractors. The City Council may require that at least one of the sureties be a resident of the State of Texas. When a surety is not a resident of the State of Texas, and is not authorized to do business in the State of Texas such proof of their solvency may be required as the City Council may deem necessary.

Section 11.10. - Condemnation of dangerous structures.

Whenever in the opinion of the City Council of the Town, any building, fence, shed, awning, cave, excavation, structure, object or thing of any kind or part thereof may fall or collapse and injure persons or property, the City Council may order the owner or agent of the same or occupant of the premises, to take such corrective measures as the City Council may direct and may punish by fine all persons failing to do so. Upon a failure to comply, the City Council shall have the additional power to remove the same at the expense of the Town on account of the owner of the property and assess the expenses thereof, including condemnation proceedings, as a special tax against the land or improvements, and same may be collected as other special taxes provided for in this Charter, or by suit in any court of competent jurisdiction.

The City Council of the Town shall have full power to condemn all dangerous buildings or obstructions of any kind that it may determine to be hazardous in any way especially to health and fire and may provide regulations therefor by Ordinance.

Section 11.11. - Fire limits.

The City Council may establish fire limits and prescribe the kind and character of materials to be used in buildings constructed within such limits.

Section 11.12. - Building permits.

The Town of Addison shall have power to prohibit the erection or construction of any building or structure of any kind within the Town of Addison without a permit first having been issued by the Town for the construction or erection of such building or structure, and may authorize a fee to be charged for such permit, and in pursuance of said authority may authorize the inspection by the Town of all buildings or structures during the progress of their construction and may require that all buildings shall be constructed in conformity with the building regulations which exist in said Town or which shall hereafter be passed.

Section 11.13. - Pools, ponds and lakes.

The Town of Addison shall have power to control or prohibit the construction of pools, ponds or lakes, receiving water from a recognizable stream, creek, branch or natural drainage, without a permit having first been issued by the Town. The Town may control location, construction, height of structure, depth and size of body of water to be impounded.

Section 11.14. - Nepotism.

No officer of the Town shall appoint, vote for or confirm, the appointment to any office, position, clerkship, employment or duty of any person related within the second degree by affinity or within the third degree by consanguinity to the officer or to any other member of a Town board of which the said officer may be a member, if any, when the salary, fees, or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. However, this provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty for at least thirty (30) days, if the officer is appointed, or at least six (6) months, if the officer is elected.

When a person is allowed to continue in any such position, the officer related shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation, or dismissal of such person, unless such action is taken with respect to a bona fide class or category of employees.

No officer of the Town may use their position to influence or to promote the appointment to any office, position, clerkship, employment or duty or the approval of a contract which purports to hire as an independent contractor any person relating within the second degree by affinity or within the third degree by consanguinity to such officer of the Town.

Section 11.15. – Applicability of general laws.

The Constitution of the State of Texas, the statutes of said State applicable to Home Rule Municipal Corporations, as now or hereafter enacted, this Charter and Ordinances enacted pursuant hereto shall, in the order mentioned, be applicable to the Town of Addison, but the Town shall also have the power to exercise any and all powers conferred by the laws of the State of Texas upon any other kind of city, town or village, not contrary to the provisions of said Home Rule Statutes, Charter and Ordinances, but the exercise of any such powers by the Town of Addison shall be optional with it, and it shall not be required to conform to the law governing any other cities, towns or villages unless and until by Ordinance it adopts same.

Section 11.16. - Official newspaper.

The Council shall have the power to designate by Resolution a newspaper of general circulation in the Town as the official newspaper, and shall cause to be published therein all Ordinances, notices and other matters which are required to be officially published by this Charter, the Ordinances of the Town, or the Constitution or laws of the State of Texas, with the exception that a public hearing notice shall be published either in the official paper or a paper of general circulation in the Town as provided in the Zoning Ordinance of the Town.

Section 11.17. - Construction of Charter.

This Charter shall be liberally construed as a general grant of powers subject only to the limitation of the constitution and statutes of the State of Texas.

The repeal of any provision, section or article of the Charter by the amendments to this Charter shall not affect or impair any act done or obligation, right, license, permit or penalty accrued or existing under the authority of the provision, section or article repealed or amended. Such provision, section or article shall be treated as still remaining in force for the purpose of sustaining any proper action concerning any such obligation, right, license, permit or penalty. Furthermore, the change by the Charter amendment of the name of the City of Addison to the Town of Addison shall not affect any ordinance, resolution, franchise, contract, permit or license in force and effect when said amendment shall become effective, and said ordinance, resolution, franchise, contract, permit or license shall continue in full force and effect unimpaired by the provisions hereof. For the purpose of construing this Charter, ordinances, resolutions, or any legal rights, liabilities, obligations or duties heretofore or hereinafter created hereunder, unless some other meaning is manifest, the words "City" or "City of Addison" shall be construed to mean the "Town of Addison."

Section 11.18. - Judicial notice.

This Charter shall be deemed a public act, may be read in evidence without pleading or proof, and judicial notice shall be taken thereof in all courts and places.

Section 11.19. - Power to remit penalties.

The City Council shall have the right to remit, in whole or in part, any fine or penalty belonging to the Town, which may be imposed under any Ordinance or Resolution passed pursuant to this Charter.

Section 11.20. - Acquisition of land for park purposes.

The Town of Addison may acquire and appropriate land inside or outside of the Town of Addison for the purpose of establishing, laying out or enlarging any parks, parkways or pleasure grounds. Land owned, held or claimed as a public park or recreation land may not be sold, leased or otherwise conveyed unless the issue of such sale, lease or conveyance is submitted to the registered voters of the municipality at an election and is approved by a majority of the votes received at the election.

Section 11.21. – Non-substantive changes.

The City Council shall have the power, by ordinance, to:

- (e) renumber and rearrange all articles, sections, and paragraphs of this Charter, or any amendments thereto, as it shall deem (appropriate); (but, without changing the meaning or effect or any part hereof);
- (f) change references to state law included in this charter to reflect a recodification or renumbering of such laws by the Texas legislature, (but without changing the meaning or effect of any part hereof);
- (g) make non-substantive changes as needed for clarity; and
- (h) change words of gender to gender-neutral terms.

Upon the passage of any ordinance authorized in this section, a copy thereof, certified by the City Secretary, shall be forwarded to the Secretary of State.

Words of a singular number shall be held to include the plural and vice-versa, unless the context requires otherwise.

Section 11.22. - Tax debt arrearages.

No money shall be paid by the Town of Addison upon any claim, debt, demand or account whatsoever, to any person, firm, or corporation, who is in arrears to the Town of Addison for taxes or otherwise; and the Town shall be entitled to a counter-claim and offset against any such debt, claim, demand or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts, claims, demand[s], or accounts, after the said taxes or other debts are due, shall affect the right, authority and power of the Town to offset the said taxes or other debts, against the same.

Section 11.23. - Disaster clause.

In case of disaster when a legal quorum of the elected City Council cannot otherwise be assembled due to multiple deaths or injuries, the surviving persons of the City Council or highest surviving City official if no elected official remains, must within twenty-four (24) hours of such disaster, request the County Judge of Dallas County to appoint a five member commission, which shall include all surviving elected City officials, to govern the City, respond to the emergency and within fifteen (15) days of such disaster call a City election to be held as soon as practicable, or as provided in the Texas Election Code, for election of a required quorum, if for good reasons it is known that a quorum of the present City Council will never again meet.

Section 11.24. - Amend the Charter.

Amendment to this Charter may be formulated and submitted to the voters of the Town in the manner provided by the Texas Local Government Code ch. 9, as now or hereafter amended.

Section 11.25. - Charter Review Commission.

Whenever allowed by law, the Town may appoint a Charter Review Commission composed of citizens of the Town of Addison. Each member of the Council shall have the right to appoint two (2) members to the said Commission. However, the Council shall appoint a Charter Review Commission at least every ten (10) years to review the Charter and make recommendations as to any suggested changes.

Section 11.26. - Severability clause.

If any section or part of any section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part to which such holding shall directly apply.

Section 11.27. - Airport.

The City Council of the Town of Addison shall not make application to the Federal Aviation Administration for an airport operating certificate or limited airport operating certificate for the Addison Airport under Federal Aviation Regulations Part 139, without having first submitted the proposition whether to make such application to the registered voters of the Town at an election, and with such proposition being approved by a majority of votes cast at the election.

Section 11.28. - Savings clause.

The repeal of any provision, section or chapter of any Charter by the amendments to this Charter shall not affect or impair any act done or obligation, right, license, permit or penalty accrued or existing under the authority of the provision, section or chapter repealed. Such provision, section or chapter shall be treated as still remaining in force for the purpose of sustaining any proper action concerning any such obligation, right, license, permit or penalty. In addition, any franchise, contract, permit or license obtained under any provision, section or chapter repealed by any amendments to this Charter shall remain effective for the term and under the conditions prescribed by the repealed portion under which the franchise, contract, permit or license was granted for [or] issued; provided that, if the franchise, contract, permit or license provides that the same shall be governed by the Charter of the Town of Addison, as amended, then the amended section shall control.

All civil and criminal ordinances and all resolutions of a general and permanent nature in force and effect when this Charter or any amendment thereto shall become effective, which are inconsistent or in conflict with this Charter or any amendment thereto, are hereby repealed except as herein provided. Where any such civil or criminal ordinance or resolution of a general and permanent nature are in force and effect when this Charter or any amendment thereto, shall become effective is consistent with and not in conflict with the provisions hereto, same shall continue in full force and effect unimpaired by the provisions hereof.

Council Meeting

14.

Meeting Date: 01/12/2021

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Calling and Ordering the May 1, 2021 General Election.**

BACKGROUND:

A general election is conducted each May to elect representatives to the Addison City Council as necessary. The attached ordinance establishes the procedures for the May 1, 2021 General Election following state law and the Town's Home Rule Charter. This election is called to elect a mayor and three (3) City Council Members.

The first day for applying for a place on the ballot is Wednesday, January 13, 2021. The last day for applying for a place on the ballot is Friday, February 12, and must be received by 5:00 PM.

Should the election be uncontested and unnecessary, the Town will have the opportunity to cancel the election following the Election Code.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Call May 1, 2020 Election

ORDINANCE NO. R21-__

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS CITY COUNCIL ORDERING A GENERAL ELECTION TO BE HELD ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING A MAYOR AND THREE (3) COUNCIL MEMBERS FOR A TERM OF TWO (2) YEARS; DESIGNATING POLLING PLACES WITHIN THE TOWN; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION, INCLUDING PROVIDING THAT THE ELECTION IS TO BE HELD AS A JOINT ELECTION IN CONJUNCTION WITH DALLAS COUNTY.

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

SECTION 1: In accordance with the general laws and Constitution of the State of Texas, and the Charter of the Town, a General Election is hereby called and ordered for Saturday, May 1, 2021. All resident, qualified voters of the Town of Addison shall be permitted to vote, in said election for the purpose of electing a mayor and three (3) Council members for a term of two (2) years.

SECTION 2: The presently existing boundaries and territory of the Dallas County election precincts that are wholly or partly within the corporate limits of the Town shall constitute the election precincts for the election. The precinct numbers for the same shall be the corresponding Dallas County precinct numbers. The polling places for the general election shall be as set forth in the Joint Election Agreement (as defined in Section 3, below) with the Town locations designated as Addison Fire Station #1, 4798 Airport Parkway – Early Voting and Election Day; and Addison Fire Station #2, 3950 Beltway Drive – Election Day.

SECTION 3: The election shall be held as a joint election with Dallas County and other municipalities and school districts pursuant to a Joint Election Agreement for the conduct of a joint election to be held on May 1, 2021 and the County shall be responsible for appointing all election judges and clerks and shall be responsible for their compensation. Election judges and clerks shall have the qualifications required by law and notice of appointment shall be given to such judges and clerks by the Administrator in accordance with law.

SECTION 4: Applications to have the name of the candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary, and that the earliest date for a candidate to file same will be Wednesday, January 13, 2021, at 8:00 a.m., with the last day for filing to be Friday, February 12, 2021 at 5:00 p.m. in accordance with Election Code Sect. 143.006 and 143.007.

SECTION 5: The order in which the names of the candidates are to be printed on the ballot for mayor and council members on said Addison City Council shall be determined by a drawing conducted by the City Secretary, as provided by Section 52.094 of the Texas Election Code, on Friday, February 19, 2021 at 10:30 a.m. in the Council Chamber at Addison Town Hall, 5300 Belt Line Road, Dallas, Texas 75254.

SECTION 6: Michael Scarpello, Dallas County Elections Administrator, is hereby appointed as Early Voting Clerk. The period for early voting by personal appearance, as established by provisions of the Texas Election Code, are between the hours of 8:00 a.m. and 5:00 p.m. beginning Monday, April 19, 2021 and ending on Tuesday, April 27, 2021. Early Voting by personal appearance will be conducted in the Office of the Elections Department, located at 1520 Round Table Drive, Dallas, Texas 75247 and at other locations so designated by the Dallas Council Elections Administrator.

SECTION 7: The Early Voting Clerk shall process all applications for early voting by mail. Applications for ballot by mail shall be mailed to: Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247. The last day to receive an application from a voter in person for a ballot to be voted by mail is the close of business on Monday, April 19, 2021.

SECTION 8: Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election. Returns of such election shall be made to the City Secretary immediately after the closing of the polls. In addition, the election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for each voting for said election.

SECTION 9: The City Secretary will provide the Statement of Elected Officials to candidates who appear to have won or may win, on Monday, May 3, 2021. Pursuant to Home Rule Charter, Tuesday, May 11, 2021 at 5:00 p.m. has been set as the date of the Official Canvass. Mayor Joe Chow or a designated representative will provide the Oath of Office after the Official Canvass has been conducted. The City Secretary is directed to record results in the Election Register as soon as practical after the Canvass.

SECTION 10: The City Secretary is directed to transmit election results by city precinct in electronic form to the Secretary of State on or before Monday, May 24, 2021.

SECTION 11: Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance is held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 12: It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

SECTION 13. That this Ordinance shall become effective from and after its passage as may be required by law or by the City Charter or ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS this 12th day of JANUARY 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Brenda N. McDonald, City Attorney