



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

July 13, 2021

ADDISON TREEHOUSE

**14681 MIDWAY RD. SUITE 200, ADDISON, TX 75001
5:45 PM EXECUTIVE SESSION, WORK SESSION &
REGULAR MEETING**

Notice is hereby given that the Addison City Council will conduct its REGULARLY SCHEDULED MEETING on Tuesday, July 13, 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 Attorney

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 the Council Calendar for August, September and October, 2021.

REGULAR MEETING

Announcements and Acknowledgments Regarding Town and Council Events and Activities

- Proclamation: John H. Otstott

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.

2. Consider Action on the **Minutes from the June 16, 2021 Special Council Meeting.**
3. Consider Action on the **Minutes from the June 22, 2021 City Council Work Session and Regular Meeting.**
4. Consider Action on a **Resolution Discontinuing the City Council Finance Committee.**
5. Consider Action on a **Resolution Adopting the Town of Addison's Strategic Pillars and Milestones for Fiscal Year 2022.**
6. Consider Action on a **Resolution Approving an Agreement Between the Town of Addison and Dunaway Associates, LLC. for Professional Engineering Services for Plat and Easement Digitization and Mapping; and, Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$70,000.

Regular Items

7. Consider Action on a **Resolution Authorizing Acceptance of an Airport Improvement Program Grant Offer from the Texas Department of Transportation (TxDOT) Aviation Division in the Estimated Amount of \$8,060,300 for Design and Construction of Extensions of and Improvements to Taxiway Bravo with Associated Improvements Including a Vehicle Service Road; Designating TxDOT as the Town of Addison's Agent for Receiving and Disbursing Funds; Acknowledging that Addison will be Responsible for an Estimated**

Contribution of \$806,030; and, Authorizing the Execution of Documents Relative to the Acceptance of the Grant.

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: 07/13/2021

Department: City Secretary

AGENDA CAPTION:

Present and Discuss the **Council Calendar for August, September and October, 2021.**

BACKGROUND:

Staff is requesting direction from the City Council regarding Council meeting dates for the months of August, September and October. Attached are calendars for these months for review and consideration.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Calendar - August, September, October

August 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Tax Rate Notice Posted on Website	4 Budget Workshop	5 Budget Workshop	6	7
8	9	10 City Council Meeting	11	12 TML Elected City Officials Orientation - Bastrop	13 TML Elected City Officials Orientation - Bastrop	14
15	16 Last Day to Order an Election for Voter Approved Tax Rate	17 Planning & Zoning Commission Meeting	18	19	20	21
22	23	24 City Council Meeting	25 UDC Advisory and Community Meeting	26 Joint Meeting – Council & P&Z	27	28
29	30	31				

September 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 Labor Day	7 Special Meeting – Budget Public Hearing	8	9	10	11
12	13	14 City Council Meeting – Adopt Budget and Tax Rate	15	16 Oktoberfest	17 Oktoberfest	18 Oktoberfest
19	20	21 Planning & Zoning Commission Meeting	22	23	24	25
26	27	28 City Council Meeting	29	30		

October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 First Day of Fiscal Year 2022	2
3	4	5	6 TML Conference & Exhibition - Houston	7 TML Conference & Exhibition - Houston	8 TML Conference & Exhibition - Houston	9
10	11	12 City Council Meeting	13	14	15	16
17	18 Fall Town Meeting	19 Planning & Zoning Commission Meeting	20	21	22	23
24	25	26 City Council Meeting	27	28	29	30
31						

Council Meeting

2.

Meeting Date: 07/13/2021

Department: City Secretary

AGENDA CAPTION:

Consider Action on the Minutes from the June 16, 2021 Special Council Meeting.

BACKGROUND:

The minutes from the June 16, 2021 Special Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - June 16, 2021

DRAFT

SPECIAL MEETING & WORK SESSION OF THE CITY COUNCIL

June 16, 2021

ADDISON TREEHOUSE
14681 MIDWAY RD., SUITE 200, ADDISON, TX 75001
6:00 PM SPECIAL MEETING & WORK SESSION

Notice was given that the Addison City Council would conduct a Special Meeting and Work Session on Wednesday, June 16, 2021, at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The meeting was live streamed on Addison's website at: www.addisontexas.net.

City Council: Mayor Joe Chow; Mayor Pro Tempore Guillermo Quintanilla; Deputy Mayor Pro Tempore Paul Walden; Council Member Tom Braun; Council Member Lori Ward; Council Member Kathryn Wheeler; Council Member Marlin Willesen.

Call Meeting to Order: Mayor Chow called the City Council to order

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

SPECIAL MEETING

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 future agenda.

Regular Items

1. Present and Discuss the Town's Strategic Plan and Goal Setting for Fiscal Year 2022.

The City Council has, in recent years, developed a Strategic Plan to provide direction and set priorities. Specific, measurable goals and priorities known as Pillars and Milestones are developed and revisited each year. These are adjusted as deemed appropriate by Council. Strategic Government Resources (SGR) has facilitated this annual review process with Council. The review included dividing the Council into small groups to discuss whether each Pillar was still relevant, determining whether progress is still being made on each Milestone and making adjustments or amendments as needed. Initiatives for the Milestones will be developed by Staff and will consist of projects that, when completed, help the Town achieve that specific Milestone. Recommendations were discussed by the entire Council with the following updates to Pillar One. All other Pillars remained the same.

Pillar One

	2021	2022
Title	Entrepreneurship and Business Hub	Innovative in Entrepreneurship and Business
Milestone #1	Economic Development focus on attracting and retaining entrepreneurship and target industries.	Economic Development focus on attracting and retaining entrepreneurship, high-tech conferences, and Transit Oriented Development
Milestone #2	Review Town Ordinances and regulations to modernize them and facilitate redevelopment.	DELETE
Milestone #3	Create channels for two-way communication with the business community.	DELETE
Milestone #2	NEW	Leverage the new Customs Facility to promote international travel use of the Airport
Milestone #3	NEW	Leverage the use of the Airport to maximize business growth and expansion

Pillar Two: Excellence in Asset Management

Milestone: Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems.

Pillar Three: Excellence in Transportation Systems

Milestone #1: Promote Silver Line Development
Milestone #2: Improve all modes of transportation with infrastructure in acceptable condition and well-maintained.

Pillar Four: Gold Standard in Customer Service

Milestone: Promote and protect the Addison Way.

Pillar Five: Gold Standard in Financial Health

Milestone: Continue development and implementation of Long-Term Financial Plan.

Pillar Six: Gold Standard in Public Safety

Milestone: Maximize use of cutting-edge technology enhance public safety.

Pillar Seven: Optimize Addison Brand

Milestone: Define and promote Addison identify.

A resolution approving the seven (7) Strategic Pillars and ten (10) Milestones for the 2022 Addison Strategic Plan is scheduled to be presented during the July 13th Council meeting for Council action.

Adjourn Meeting

The being no further business, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Council Meeting

3.

Meeting Date: 07/13/2021

Department: City Secretary

AGENDA CAPTION:

Consider Action on the Minutes from the June 22, 2021 City Council Work Session and Regular Meeting.

BACKGROUND:

The minutes for the June 22, 2021 Council Executive Session, Work Session and Regular Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - June 22, 2021

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 22, 2021

**Executive Session, Work Session & Regular Meeting
6:00 p.m.**

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

The Addison City Council conducted its Regular Council Meeting on Tuesday, June 22, 2021, at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The Town utilized telephone and videoconferencing to facilitate participation in the meeting. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at iparker@addisontx.gov by 3:00 pm on the meeting day. Members of the public were also entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. Detailed instructions on how to participate in this meeting were available on the Town's website on the Agenda Page. The meeting was live streamed on Addison's website at www.addisontexas.net

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

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

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance

EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to: Section 551. 072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person, pertaining to:

- DART Interlocal Agreement – Ground Lease

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 closed the Open Session to convene the City Council into Closed Executive Session at 6:03 p.m.

Mayor Chow reconvened the City Council into Open Session at 6:35 p.m. No action was taken as a result of Executive Session.

WORK SESSION

1. Present and Discuss Non-Profit Grant Funding Presentations for Fiscal Year 2022.

Steven Glickman, Chief Financial Officer, advised that at the request of Council, Non-Profit Organizations (NPOs) that applied for grant funding from the Town of Addison for Fiscal Year 2022 were invited to make a five-minute presentation to the Council describing their organization's mission and what they do to serve the Addison community. Each provided an application to Staff with their funding request. Presentations included information on their missions, histories, past and future projects, how they contribute to the Addison community, and how future grant funds would be used. The impact of the COVID-19 pandemic on non-profits was included.

Representatives from each organization and fund amount are as follows:

- Addison Arbor Foundation: Presenters - President Dr. Jay Ihrig, Vice President Barbara Pappas.
- Addison Eagles Civil Air Patrol Squadron: Presenters - Jim Quinn, Shawn Norwood.
- Cavanaugh Flight Museum: Presenters - Director of Special Projects Perry White, Assistant Museum Director Kevin Raulie.
- Dallas Cat Lady: Presenter - Executive Director Leigh Sessler.
- Steven A. Cohen Military Family at Metrocare Services: Presenter – Interim Clinic Director Chelsea Fiduccia, PhD.
- Metrocrest Services: Presenter - Chief Operations Officer Nicole Binkley.
- Outcry Theatre: Presenter - Marketing Director Jason Johnson-Spinos.
- The Family Place: Presenters - Sr. Director of Community Collaborations and Partnerships Rhonda Lemons, BIPP Program Director Karicia Corum.
- WaterTower Theatre: Presenter - Producing Artistic Director Shane Peterman.
- Woven Health Clinic: Presenter – Executive Director Rigby.

It was noted that the Council will make funding decisions during the budget process for Fiscal Year 2022.

2. Present and Discuss the Proposed Issuance of 2021 General Obligation Bonds and 2021 Taxable Refunding Bonds.

Steven Glickman, Chief Financial Officer, presented this item. He advised that since 2012, Addison voters have approved several bond programs to fund various projects throughout Town. Once voter approval is secured, the City Council is authorized to issue bonds to pay for projects. It was noted that the PowerPoint presentation presented during this meeting is organized slightly differently than the one attached in the Agenda Packet. City Manager Wes Pierson advised that a copy of the updated presentation may be obtained by requesting a copy from the City Secretary.

The proposed 2021 General Obligation Bond issuance totals \$16,095,000 and consists of the following:

- \$8,000,000, from the authorized \$16,000,000 (\$3,000,000 issued to date), from Proposition 1 of the 2012 Bond Election for reconstruction of Midway Road. Council awarded a construction contract to Tiseo Construction at their December 8, 2020 Meeting. The project is currently under construction with an anticipated completion date in Fiscal Year 2024;
- \$3,145,000, from the authorized \$6,723,000 (\$365,000 issued to date), from Proposition C of the 2019 Bond Election for parks and recreation improvements and facilities. Council approved a contract for design of locker room, pool, gymnasium and track improvements to the Addison Athletic Club at their June 9, 2020 Meeting. Design is nearing completion with construction anticipated to begin in September 2021 with an estimated construction timeline of 12-24 months;
- \$4,950,000, from the authorized \$7,395,000 (\$140,000 issued to date), from Proposition D of the 2019 Bond Election for improvements to existing municipal buildings. Council approved a contract for design of roof and heating, ventilation, and air conditioning (HVAC) improvements to the Addison Athletic Club at their June 9, 2020 Meeting. Design is nearing completion with construction anticipated to begin in September 2021 with an estimated construction timeline of 12-24 months. Additionally, Council approved a professional services contract for engineering and project management of Phase One facility projects at their April 13, 2021 Meeting. The Phase One projects include roofing, HVAC, and American with Disabilities Act (ADA) improvements on all Town facilities except the Addison Athletic Club (i.e., Town Hall, Service Center, Finance Building, etc.). It is anticipated that all Phase One projects will be completed by the end of Fiscal Year 2022.

Mr. Glickman added that the tax rate impact of the 2019 Bond Election, as provided to voters, was 10.31 cents. He explained that when applied to the proposed 2021 bond issuance that would translate to 1.22 cents, however now it is anticipated to cost 1.06 cents as a result of significant positive market changes creating a savings of 13.4%. Additionally, he mentioned that late last week after the agenda was posted he received additional information from the Town's Financial Advisor that it is now feasible to refund the 2013 Certificates of Obligation Bonds that would increase total anticipated savings to approximately one-million dollars.

Mr. Glickman reviewed the timeline for the bond issuance, noting that Council will consider an ordinance when the bonds are sold on August 10, 2021, and the proceeds should be received on September 14, 2021.

3. Present and Discuss Reauthorization of the Council Finance Committee and Potential Appointments.

Bill Hawley, Director of Administrative Services, presented this item. He advised that the Finance Committee was created by Resolution on March 10, 2015. The stated purpose of the Committee is to assist the City Council in fulfilling its responsibilities pertaining to the Town's finances in accordance with the City Charter, Code of Ordinances, and applicable laws and regulations.

The Finance Committee Bylaws require Council to review the Committee annually and determine if the Committee should be sunset or continue in fulfilling their responsibilities. If Council decides to continue the Committee, three Council members shall be appointed to the Committee. Mr. Hawley advised this agenda item is to facilitate discussion on whether to continue the Committee and if so, appointments to the Committee will then be discussed.

Deputy Mayor Pro-Tempore Walden opined the Council should sunset this Committee since the Committee's work is redundant. He stated that having Council Members hold meetings with Town staff on matters that will be brought before the entire Council seems unnecessary and will save staff time and personnel costs.

Council Member Willesen, who has been appointed to the Finance Committee in the past, expressed that he has benefited from having the extra insight into the Town's financial matters. He added that in the absence of informational sessions in advance of Council meetings there may be longer discussions during the Council meetings.

Council Member Braun, who has been appointed to the Finance Committee in the past, expressed that he has enjoyed his time on the Committee and feels it saves time during the Council meetings. He added however that he is okay with not having the Committee.

Mayor Chow stated that he agrees the Committee should be discontinued, adding that it is every Council Member's responsibility to be familiar with the finances. He added that any questions may be submitted to the City Manager in advance of the Council meetings.

Other Council Members spoke in favor of discontinuing the Committee, noting it can always be reactivated if necessary. Council Member Ward expressed that the Town staff is very capable and commended Mr. Glickman for his presentation earlier in this meeting.

City Manager Pierson reminded Council that the Committee was formed by Council action and if it is the desire of the Council to sunset it, then staff will bring back a Resolution effecting that change.

REGULAR MEETING

Announcements and Acknowledgements regarding Town and Council Events and Activities

- **Proclamation Recognizing Metrocrest Chamber of Commerce President Erin Carter**

Mayor Chow presented Metrocrest Chamber of Commerce President Erin Carter a Proclamation acknowledging and expressing appreciation for her service to the Town of Addison. Ms. Carter thanked and expressed her appreciation to the Town for working with the Chamber.

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.

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 May 25, 2021 Council Work Session and Regular Meeting.**
5. **Consider Action to Approve the Minutes from the June 8, 2021 Council Work Session and Regular Meeting.**
6. **Consider Action on a Resolution Appointing John Crawford to Place 1 of the Board of Directors of the North Dallas County Water Supply Corporation and Affirming the Appointments of Steven Glickman and Shannon Hicks.**
7. **Consider Action on a Resolution Appointing Paul Voelker, Mayor of the City of Richardson, as Primary Representative and Guillermo Quintanilla, Mayor Pro-Tempore of the Town of Addison, as the Alternate to the Aggregated Position of Representative to the Regional Transportation Council of the North Central Texas Council of Governments.**
8. **Consider Action on a Resolution Appointing Council Liaisons for 2021-2022.**

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

City Manager Pierson requested Item 7 be pulled due to the City Richardson not being ready to move forward with this appointment. Council Member Willesen requested Item 8 be pulled.

MOTION: Council Member Braun moved to approve Consent Agenda Items 4, 5, and 6 as submitted. Council Member Ward seconded the motion. Motion carried unanimously.

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

Council Member Willesen advised he pulled Item 8 in order to request that in the future Council reconsider appointing at a future date Education and Airport Liaisons and the Finance Committee. The Education and Airport Liaison positions were recommended to be discontinued at the June 8th Council Meeting. The Council discussed the future of the Finance Committee earlier in this meeting

MOTION: Council Member Willesen moved to approve Consent Agenda Item 8. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R21-031: North Dallas County Water Supply Corporation Appointments

Resolution No. R21-032: Council Liaison Appointments 2021-2022

Regular Items

9. **Present, Discuss, and Consider Action on a Resolution Approving a Concessionaire Agreement Between the Town of Addison and MD Circle Cafe, LLC for Food and Beverage and/or Recreation Rental Services at Addison Circle Park Pavilion, and Authorizing the City Manager to Execute the Agreement.**

Janna Tidwell, Director of Parks and Recreation, presented this item. She reviewed that the Parks, Recreation and Open Space (PROS) Master Plan identified park activation as a game-changing initiative and identified Addison Circle Park and the development that will occur North of the DART Silver Line as a transformative project for the Addison Parks system. The PROS plan identified that the northeast entrance to Addison Circle Park should be updated to include a food vendor or vendors. The Economic Development Plan and Special Events Strategic Plan also support the initiative.

Ms. Tidwell advised that staff from Purchasing, Parks & Recreation, Special Events, Economic Development and General Services worked together to issue a Request for Proposal (RFP) to solicit Concession Services for Addison Circle Park Kitchen and Pavilion. The RFP was issued on March 24, 2021, and two vendors submitted proposals. Staff reviewed the proposals, interviewed each of the respondents and scored the proposals by eight criteria e.g. completeness of proposal; days/hours of operations; products and services; concession experience; professional appearance, quality, character attributes; ability to meet licensing and insurance requirements; acceptable concession fee paid to the Town.

Representatives from Parks & Recreation, Special Events and General Services scored the proposals and identified Kelcher Entertainment Group, doing business as MD Circle Cafe, LLC, as the most qualified vendor to provide concession services. Kelcher has experience working with municipalities to provide concession services, currently operates an Addison business, and has worked with staff during Special Events.

Ms. Tidwell reviewed details of the proposed agreement, including hours, payment methods, menu, equipment, staffing and permitting. She advised the target start date for service is July 27, 2021.

Discussion followed regarding how the vendor and Town will comply with Texas Alcohol and Beverage Commission laws. Ms. Tidwell advised that park attendees may not bring alcohol into the parks, but it may be sold in a park. Signage is required by each seller of alcohol indicating allowable area for consumption.

It was noted this vendor should abide by the “Addison Way” in how it conducts business in a Town park. Ms. Tidwell advised that the restrooms in the area will continue to be maintained and secured by Town staff.

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

Resolution No. R21-033: MD Circle Café, LLC Concessionaire Agreement at Addison Circle Park Pavilion

10. Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for the Addison Airport Customs and Border Protection Facility, Located at 4545 Jimmy Doolittle Drive, in Order to Exceed the Total Effective Area and the Maximum Allowable Logo Height for Attached Signs. Case MR2021-006.

Ken Schmidt, Director of Development Services, presented this item. He advised that construction for the new U.S. Customs and Border Protection Facility at the Addison Airport is nearing completion. A remaining task is the installation of site and building identification signage. To complete this process, Addison Airport staff is requesting a Meritorious Exception to the Town’s sign ordinance to install wall signage reflecting occupancy by Addison Airport and US Customs and Border Protection staff. With this project, Addison Airport staff submitted a sign permit application for four wall signs, which includes two Addison Airport signs and two U.S. Customs and Border Protection signs. One of each of these signs will be located on the western building façade facing the airfield and the eastern building façade facing the Addison Airport Toll Tunnel.

Mr. Schmidt reviewed the locations and sizes of the existing signs and provided depictions. He advised the maximum permitted logo height is 33.75 inches per the Code of Ordinances. The existing signs with Town logos are 5 feet and 7 feet. In addition, the effective area for all four signs is 220 square feet, and the maximum permitted effective area is 200 square feet.

Mr. Schmidt reviewed Code of Ordinance, Section 62-33 Meritorious Exceptions, which states that the Council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Mr. Schmidt advised that staff believes the hardship criteria of the Meritorious Exception requirement is met, based on the following considerations:

1. The signs for this facility are setback over 150 feet from surrounding roadways and reducing the scale of the Town logo would result in lettering that would be difficult to see from Jimmy Doolittle Drive. On the airfield side of the project, it is equally important to have an appropriately sized sign to help visitors become oriented to their surroundings upon arrival. From an aesthetic standpoint, a much smaller sign would be poorly scaled to this building
2. In addition to Addison Airport staff, this building is also occupied by a federal agency, US Customs and Border Protection, which requires its own dedication signage in accordance with federal standards. If this agency did not require signage, the proposed signs for this building would comply with the maximum effective area requirement.

Mr. Schmidt advised that previously the Town has not applied the Town's sign ordinance to the airfield facing signs that are not visible from the public right-of-way. He advised that staff supports continuation of this practice and advised that during the Unified Development Code (UDC) review a Special Sign District may be considered in December 2021.

Council Member Braun spoke in favor of this item however added that these signs are not advertisements, they are way-finding signs.

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

Ordinance No. O21-23: Meritorious Exception Addison Airport Customs and Border Protection Facility located at 4545 Jimmy Doolittle Drive

11. Present, Discuss and Consider Action on a Resolution Approving an Interlocal Agreement Between the Town of Addison and Dallas Area Rapid Transit (DART), for the Lease of Property Owned by DART at the Addison Transit Center for Inclusion in a Transit-Oriented Development to be Managed by the Town; Authorizing the City Manager to Execute the Agreement and Other Documents Including the Lease.

Mayor Chow advised that this item was discussed in Executive Session this evening and called for Council action or additional discussion. Deputy Mayor Pro-Tempore Walden requested that a summary of the lease be presented to inform our citizens. Mayor Chow called on the Town's consultant, Phyllis Jarrell, City Centric Planning, LLC, to summarize of the Interlocal Agreement. Ms. Jarrell stated that the agreement provides that DART's 5.5 acres at the Addison Transit Center may be included into the overall master development that would include the Town's 13 acres. Ms. Jarrell reviewed that the Interlocal Agreement has a 99-year term with the base rent established using an appraisal process to include escalation and re-appraisal clauses. Per state statute, DART must receive market base rent for their properties. The agreement also includes provisions that would prevent some uses from being on DART's property. There is a 5-year pre-development

period which would give the master developer time to get financing for the development program and time to complete the Town's permitting process before any rent payment to DART begins. Ms. Jarrell advised that the DART Board approved the agreement earlier in the evening at their June 22nd meeting.

The Town's Request for Proposal (RFP) is currently being advertised for solicitation of a master developer for the Town's property with a July deadline. After receipt, review and approval of the RFPs, the Town will proceed to select a master developer.

MOTION: Deputy Mayor Pro-Tempore Walden moved to approve. Council Member Willesen seconded the motion. Motion carried unanimously.

Resolution No. R21-034: DART Interlocal Agreement for Property Lease at Transit Center

12. Present, Discuss and Consider Action Providing Additional Funding for Metrocrest Services in Response to the COVID-19 Pandemic.

Bill Hawley, Director of Administrative Services, presented this item. He reviewed that the Town supports Metrocrest Services through the annual Non-Profit Organization (NPO) funding process (\$66,120 in Fiscal Year 2021). These funds go toward a variety of programs for Addison residents such as education, job training, and senior related services.

Mr. Hawley advised that due to the COVID-19 pandemic, the Town provided additional funds to Metrocrest for a Residents Assistance Program (RAP) that provides rent and food assistance to qualifying Addison residents. In 2020, Council approved Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to Metrocrest for the RAP in an amount up to \$285,000 to be spent by December 31, 2020, as originally required by the CARES Act. Due to eligibility requirements on the funding, Metrocrest spent \$180,934 of the award. In January 2021, Council designated \$64,689 to continue the RAP. It was estimated that this funding would last for only a portion of 2021, and Metrocrest would return to Council to request additional funding as needed. Through May 2021, Metrocrest has expended \$52,027 of the 2021 RAP allocation leaving a balance of \$12,662. Metrocrest anticipates the remaining balance to be expended on or before July 15, 2021.

Mr. Hawley advised that Metrocrest expects the need for rent and food assistance for Addison residents to remain high throughout calendar 2021. Therefore, Metrocrest is requesting \$72,000 in funding, separate from and in addition to the annual Non-Profit Funding request, to assist with costs associated with providing assistance for the remainder of 2021.

Metrocrest Services Chief Operating Office Nicole Binkley explained to the Council the continuing needs of Addison residents. Council Member Willesen asked if Ms. Binkley could provide any guidance or insight on whether the financial problems were leveling out, getting better, or staying the same so Council could gain understanding on what is anticipated over the next 12 months. In response, she advised that with unemployment benefits being eliminated soon, there may be additional needs. There are also several first-time users of their services.

Deputy Mayor Pro-Tem Walden said that he has learned of many businesses needing employees and being unsuccessful with their hiring efforts. He opined that the problem is the COVID-19 federal programs which rewards people for not working. He supports the Town providing annual grant funding but is not inclined to support this request. Council Member Wheeler asked City Manager Pierson what fund account would this request be paid from? City Manager Pierson responded if the Council would approve this, the funds would come from the General Fund fund balance.

Mayor Chow stated he had a different perspective as he has participated in several Metrocrest programs and has seen their operation. Metrocrest does provide food, money to pay for utilities and rent for those impacted by the pandemic through no fault of their own. Mayor Chow informed Council he has volunteered to work and provide meals for Metrocrest.

Council Member Willesen reviewed that the expenditures being made for these programs were \$21,000+ monthly and he was struggling with that run rate. He also commented the Town could pay the total amount of grant funds with the new budget versus in two payments. Council Member Ward stated she supports Metrocrest 1000%, but she did not think it was prudent to take \$72,000 from the General Fund for this request.

Mayor Pro-Tem Quintanilla asked City Manager Pierson to remind Council how much money was going to be saved with the bond sale. City Manager Pierson reported that the savings from the Refunding Bonds was estimated to be over \$1M. However, not all those monies are in the General Fund some of it will come from the Drainage Fund. Mayor Pro-Tem Quintanilla recommended granting this request since funds are available without impacting the budget.

Council Member Braun stated that Metrocrest provides important services to our citizens – they do not just give a hand-out, they give a hand-up. These funds are going directly to Addison residents, preventing negative social issues such as homelessness. There is still a possibility that the Town may receive reimbursement in the next round of federal funding. Council Member Wheeler spoke in favor of this funding request.

MOTION: Council Member Braun moved to approve. Council Member Wheeler seconded the motion. Motion carried 4-3 with Deputy Mayor Pro-Tem Walden, Council Members Ward and Willesen voting against.

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

4.

Meeting Date: 07/13/2021

Department: City Manager

AGENDA CAPTION:

Consider Action on a **Resolution Discontinuing the City Council Finance Committee.**

BACKGROUND:

The Finance Committee (Committee) was created by Resolution on March 10, 2015. Committee by-laws require Council to annually review whether the Committee should be continued. On June 22, 2021, Council discussed the Committee and directed Staff to discontinue it. This Resolution discontinues the Committee.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Discontinuation of the Finance Committee

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DISCONTINUATION OF THE CITY COUNCIL FINANCE COMMITTEE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison City Council Finance Committee (Finance Committee) was created by the City Council in 2015; and

WHEREAS, the Finance Committee By-Laws require the City Council to annually determine whether to continue the Finance Committee's existence; and

WHEREAS, the City Council determined not to continue the existence of the Finance Committee during their June 22, 2021 Council Meeting.

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

Section 1. The Finance Committee is hereby discontinued.

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, this the **13th** day of **July** 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

Council Meeting

5.

Meeting Date: 07/13/2021

Department: City Manager

AGENDA CAPTION:

Consider Action on a **Resolution Adopting the Town of Addison's Strategic Pillars and Milestones for Fiscal Year 2022.**

BACKGROUND:

Since 2016, the City Council has participated in an annual meeting on strategic planning facilitated by Strategic Government Resources (SGR). At the meeting held on June 16, 2021, Council reviewed and updated the Strategic Pillars for Fiscal Year 2022. There was one change made to the Strategic Pillars from Fiscal Year 2021. Pillar 1 was changed from *Entrepreneurship and Business Hub* to *Innovative in Entrepreneurship and Business*. The Strategic Pillars for Fiscal Year 2022 are:

- Innovative in Entrepreneurship and Business
- Excellence in Asset Management
- Excellence in Transportation Systems
- Gold Standard in Customer Service
- Gold Standard in Financial Health
- Gold Standard in Public Safety
- Optimize Addison Brand

Council also identified 10 priority Milestones for Fiscal Year 2022. A complete list of the Milestones is included in Exhibit A of the Resolution. SGR's full report is also attached.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Adopting Strategic Pillars and Milestones for Fiscal Year 2022
Report - June 16, 2021 Council Special Meeting

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING SEVEN STRATEGIC PILLARS AND TEN MILESTONES OF THE ADDISON STRATEGIC PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council met in a special work session on June 16, 2021 to review and revise the components of the Town’s Strategic Plan; and

WHEREAS, the seven Strategic Pillars and ten Milestones have been identified to develop a cohesive vision of the future that creates excitement and commitment for the Town of Addison; and

WHEREAS, as a result of the Council’s discussion, the City Council desires to adopt amendments to the Strategic Pillars and Milestones components of the Strategic Plan.

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

Section 1. The special meeting results, including the seven Strategic Pillars and the ten Milestones, attached hereto as **EXHIBIT A** and incorporated herein, are hereby approved.

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 this the 13th day of July 2021.

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

Strategic Plan for Fiscal Year 2022

Pillar One: Innovative in Entrepreneurship and Business

Milestone 1: Economic Development focus on attracting and retaining entrepreneurship, high-tech conferences, and Transit Oriented Development.

Milestone 2: Leverage the new Customs Facility to promote international travel use of the Airport.

Milestone 3: Leverage the use of the Airport to maximize business growth and expansion.

Pillar Two: Excellence in Asset Management

Milestone: Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems.

Pillar Three: Excellence in Transportation Systems

Milestone 1: Promote Silver Line Development.

Milestone 2: Improve all modes of transportation with infrastructure in acceptable condition and well-maintained.

Pillar Four: Gold Standard in Customer Service

Milestone: Promote and protect Addison Way.

Pillar Five: Gold Standard in Financial Health

Milestone: Continue development and implementation of Long-Term Financial Plan.

Pillar Six: Gold Standard in Public Safety

Milestone: Maximize use of cutting-edge technology to enhance public safety.

Pillar Seven: Optimize Addison Brand

Milestone: Define and promote Addison Identity.



Council Report

Addison, Texas

June 28, 2021

The Addison City Council held a Special Council meeting on Wednesday, June 16, 2021, to review the Council's Strategic Vision and to make updates as needed. The Mayor, Council, City Manager, and key staff were in attendance. The retreat was facilitated by Mike Mowery, President of Leadership Development for Strategic Government Resources (SGR).

Prior to the retreat, SGR conducted phone interviews with each Council member. The purpose of the interviews was to give the Council members the opportunity to share their views on the progress that the Town has made on its Strategic Vision and to ascertain if Council members felt the need to make significant changes to the current Strategic Vision.

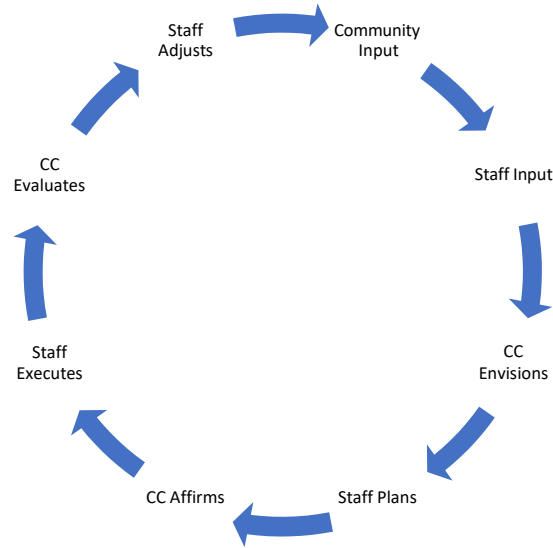
Structure of the Strategic Vision

The City Council builds a Strategic Vision using three, interconnected levels of objectives (each level is more defined than the previous). The first level is for Council to create Strategic Pillars representing their top priorities. The second level is for Council to create specific Milestones for each Strategic Pillar. Council's Strategic Pillars and Milestones answer the question of, "Where are we going in the future?" The third level is the development of specific Initiatives for each Milestone. Initiatives are developed by Staff and consist of projects or programs that, when completed, help the Town achieve specific Milestones. The completion of Milestones in turn lead to achieving the Strategic Pillars and ultimately the Strategic Vision.

Cycle of Strategic Visioning

During the retreat, SGR presented an overview of the Cycle of Strategic Visioning. This allowed the Council to identify the key steps that had been taken in the previous year toward the fulfillment of the vision and to frame the discussions in terms of the process creating a Strategic Vision.

A diagram of the Strategic Visioning Cycle follows on the next page.



Changes to Pillars and Milestones for Fiscal Year 2022

During the June 16, 2021 Special Meeting, Council reviewed the current Strategic Pillars and Milestones. After careful discussion and consideration, Council requested that a change be made to the wording of Pillar One to read: “Innovative in Entrepreneurship and Business.” All other Pillars remained the same. Some changes were also made to the Milestones under Pillar One. Milestone 1 was reworded from *Entrepreneurship and Business Hub* to *Innovative in Entrepreneurship and Business*. Milestones 2 and 3 were eliminated. Two new Milestones were added. These changes are reflected below:

Pillar One: Innovative in Entrepreneurship and Business

Milestone 1: Economic Development focus on attracting and retaining entrepreneurship, high-tech conferences, and Transit Oriented Development.

~~Milestone 2: Review Town Ordinances and regulations to modernize them and facilitate redevelopment.~~

~~Milestone 3: Create channels for two-way communication with the business community.~~

Milestone 2: Leverage the new Customs Facility to promote international travel use of the Airport.

Milestone 3: Leverage the use of the Airport to maximize business growth and expansion.

The following revised Pillars and Milestones will be brought forward for Council adoption prior to the beginning of Fiscal Year 2022.

2022 Strategic Pillars and Milestones

Pillar One: Innovative in Entrepreneurship and Business

Milestone 1: Economic Development focus on attracting and retaining entrepreneurship, high-tech conferences, and Transit Oriented Development.

Milestone 2: Leverage the new Customs Facility to promote international travel use of the Airport.

Milestone 3: Leverage the use of the Airport to maximize business growth and expansion.

Pillar Two: Excellence in Asset Management

Milestone: Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems.

Pillar Three: Excellence in Transportation Systems

Milestone 1: Promote Silver Line Development.

Milestone 2: Improve all modes of transportation with infrastructure in acceptable condition and well-maintained.

Pillar Four: Gold Standard in Customer Service

Milestone: Promote and protect Addison Way.

Pillar Five: Gold Standard in Financial Health

Milestone: Continue development and implementation of Long-Term Financial Plan.

Pillar Six: Gold Standard in Public Safety

Milestone: Maximize use of cutting-edge technology to enhance public safety.

Pillar Seven: Optimize Addison Brand

Milestone: Define and promote Addison Identity.

Council Meeting

6.

Meeting Date: 07/13/2021

Department: Information Technology

Pillars: Excellence in Asset Management

AGENDA CAPTION:

Consider Action on a **Resolution Approving an Agreement Between the Town of Addison and Dunaway Associates, LLC. for Professional Engineering Services for Plat and Easement Digitization and Mapping; and, Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed \$70,000.

BACKGROUND:

The Town has accumulated a large quantity of paper construction documents over the past 30+ years. To preserve these drawings, increase accessibility to such data, and to reclaim the space used to store these files, the Town implemented a Digital Plan Room Pilot Project (Project) in 2020. For the Project, the Town selected Dunaway Associates (Dunaway) based on their submittal in response to the Town's Request for Qualifications (RFQ) for Professional Services (RFQ 17-180) . This RFQ identified various Professional Services providers that were placed on an approved list from which Staff is able to select when Professional Services are needed. The Pilot Project was focused on digitizing and linking as-builts, plat, easement, and scanning, mapping, and linking plan-sheets to the Town's Geographical Information System. The Pilot Project was successfully completed in April of 2021.

The Town subsequently requested Dunaway to submit a proposal for a 2nd phase of the Project where Dunaway is to scan, catalog, map, and link plan sheets, plan sets, plats, and easements. If approved, this phase of the Project is anticipated to begin in August of 2021 and take 6 months to complete. This proposed Project is budgeted in the Storm Water and Utilities Projects Fund and is below the budgeted amount.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Agreement with Dunaway Associates for Digital Plan Room Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND DUNAWAY ASSOCIATES LLC, FOR PROFESSIONAL ENGINEERING SERVICES FOR PLAT AND EASEMENT DIGITIZING AND MAPPING IN AN AMOUNT NOT TO EXCEED \$70,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Agreement between the Town of Addison and Dunaway Associates LLC, for professional engineering plat and easement digitizing and mapping in an amount not to exceed \$70,000.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas on this the **13th** day of **JULY 2021**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
DUNAWAY ASSOCIATES, LLC (CONSULTANT)
FOR
PROFESSIONAL ENGINEERING SERVICES**

Made as of the ____ day of _____ in the year 2021,

BETWEEN the Town: The Town of Addison, Texas
 5300 Belt Line Road
 Dallas, Texas 75254
 Telephone: (972) 450-7000

and the Consultant: Dunaway Associates, LLC
 550 Bailey Avenue, Suite 400
 Fort Worth, Texas, 76107
 Telephone: (817) 335-1121

for the following Project: **Plat and Easement Digitizing and Mapping**

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 Dunaway Associates, LLC a Texas Limited Liability Company, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as the "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide professional GIS Services pertaining to improving the completeness and accessibility of the Town's infrastructure information and critical Town documents, which shall include but not be limited to, scanning the Town's plat map data and easement maps, and linking those easements and maps for access in Addison's GIS environment, hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such professional GIS 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 GIS services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit "A,"** which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the Town. In the event of a conflict between any term or condition contained in Exhibit "A" and this Agreement, this Agreement shall control.
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison City Council's authorization for the Addison City Manager to execute said change order.
 - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and 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 **six (6) months from the effective date herein.**

- 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 Detailed Scope of Work included in Exhibit “A”.

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 **SEVENTY THOUSAND and 00/100 Dollars (\$70,000.00)**, (“Consultant's Fee”) and shall be paid in accordance with Article 3 and the Executive Fee Summary as set forth in Exhibit “A.” **The final five percent (5%) of the Consultant's Fee, or THREE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$3,500.00), shall not be paid until the Consultant has completed all of the services described in Exhibit “A” and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit “A”.**
- 3.1.1 **Completion of Record Documents** – Town and Consultant agree that the completion of the Record Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the Consultant's Fee, or THREE**

THOUSAND FIVE HUNDRED and 00/100 Dollars (\$3,500.00).

The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with **Exhibit "C."** Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.
- 3.3 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit "A." On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.4 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be received upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.5 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the

twenty-first (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.

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

resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

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 8, 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** – Consistent with the terms and provisions of **Exhibit "D,"** Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact

business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall 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, 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, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

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

If the Agreement is required to go to the City Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

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

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

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

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

**ARTICLE 10
INDEMNITY**

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

**City Manager
Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas, 75254
Telephone: (972) 450-7000**

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

**Dunaway Associates L.L.C.
Matt Patyk, Senior Discipline Lead, Associate
550 Bailey Avenue, Suite 400
Fort Worth, Texas, 76107
Telephone: (817) 647-5508
Email: mpatyk@dunaway.com**

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

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

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement

may not be amended, supplemented, and/or 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.

12.1.4 Exhibit "D," Town of Addison Contractor Insurance Requirements.

12.1.5 Exhibit "E," Affidavit.

12.1.6 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

In the event there are conflicting terms or requirements between this Agreement and any of the Exhibits "A" through "F", this Agreement shall control then Exhibit "C," then Exhibit "D," then Exhibit "E," then Exhibit "F," then Exhibit "A," and then Exhibit "B."

- 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 2271, Consultant's execution of this Agreement shall serve as verification that the Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

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

Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Dunaway Associates, LLC

By:  _____

Name: Matt Patyk, CPSWQ, CFM

Title: Senior Discipline Lead | Associate

Date: July 6, 2021

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 _____, 2021.

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 **Matt Patyk**, 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 6 day of July, 2021.



Leigh Ann Underwood

Notary Public In and For the State of Texas
My commission expires: 04/30/2025

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Dunaway Associates, LLC
to perform Professional GIS Services for
Addison Digital Plan Room



Mr. Kingsley Obinna, GISP
GIS Manager – Information Technology
Town of Addison
P.O. Box 9010
Addison, Texas 75001

Via e-mail: kobinna@addisontx.gov

Reference: Proposal for Professional GIS Services
Town of Addison – Plat and Easement Digitizing and Mapping

Mr. Obinna:

Thank you for the opportunity to submit this proposal for professional GIS services to support the GIS services at the Town of Addison. Based on our conversations, we believe the following scope of services will meet your needs for Plat and Easement mapping:

- Plat Mapping, utilizing existing plot map data to digitize and link within the existing Addison enterprise GIS system.
- Easement Mapping, utilizing existing easement maps to digitize and link within the existing Addison enterprise GIS system.
- Improving the completeness and accessibility of the Town's infrastructure information.
- Reducing the quantity and response time of Requests for Information (RFIs) by improving access time to critical Town documents.

We look forward to working with the Town of Addison and welcome the opportunity to discuss any aspect of our proposal, recommended course of action and costing in order to finalize a mutually beneficial agreement. If you wish to proceed as proposed, please execute this document in the space provided below and return it to Dunaway.

Should you have any questions or need additional information, please do not hesitate to contact me at (817) 647-5508 or by email at mpatyk@dunaway.com.

Sincerely,

Matt Patyk, CPSWQ, CFM
Senior Discipline Lead, Associate
Dunaway Associates, LLC

Corporate: 1500 West Avenue, Suite 400 • Fort Worth, Texas 76102 • Phone: 817.522.8121 • Fax: 817.522.7437 • www.dunaway.com
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ABOUT DUNAWAY

Dunaway provides a full suite of GIS services in support of various market sectors across the US, including municipalities, education, healthcare, residential, and commercial developments. Dunaway is an Esri Business Partner with an Esri ArcGIS Online Specialty certification.



Dunaway offers GIS strategy and support services needed for the ongoing planning, maintenance, support, and advancement of our client's GIS programs.



Dunaway may be requested to assist with, but not limited to, the following on-call services and tasks:

- Data Creation, Conversion, and Migration
- Strategic Assessment and Planning
- System Support and Management
- User Training
- Application Creation and Deployment
- Field Data Collection and Validation
- Staff Augmentation

PROJECT UNDERSTANDING

The Town of Addison maintains a number of Plat and Easement drawings stored within Addison offices. Digitizing this data will provide easier access to the data while reclaiming space used to store these files.

The benefits of digital archiving:

- **Accessibility** – Operations personnel and contractors will be able to access documents and drawings from any computer with a network connection.
- **Compatibility** – All files, including drawings, are stored in the easy-to-use, platform-friendly, non-proprietary PDF format. Any computer, laptop, or PDA with the free Adobe Reader program can view and search the files.
- **Usefulness** – All documents and drawings are searchable through indexing and text recognition.
- **Storage Reduction** – The documentation and drawings are stored on the Town of Addison network.
- **Durability** – There is no longer a concern about lost documents, torn pages, or crumpled drawings. Data is stored on the Town of Addison network.

Executive Fee Summary

Dunaway proposes the scope of work services **not to exceed the fee of \$70,000**. A fee schedule of digitizing per sheet is detailed below. Dunaway will utilize a third-party scanning company for item 02, when scanning of paper documents is needed.

The Town of Addison will be able to allocate the expenditure of the above fee as they see fit based on the stakeholder priorities and document availability based on the following fee schedule:

- 01. Plat and Easements – Mapping and Document Linking Only \$2.50 per sheet
- 02. Plat and Easements – Scanning, Cataloging, Mapping, and Linking ... \$9.50 per sheet

Total Services Not to Exceed \$70,000

Sample Pricing:

Dunaway will adjust efforts based on Addison staff's needs and priorities. Below are two examples of potential work breakdowns and cost structures.

Example 1:

- Task 1: 28,000 sheets mapped and linked.....\$70,000 Total

Example 2:

- Task 1: 20,001 sheets mapped and linked.....\$50,002.5
 - Task 2: 2,105 sheets scanned, cataloged, mapped, linked.....\$19,997.5
- Example Total: \$70,000

Fee

Dunaway proposes to provide the scope of work described below for a fee as shown above plus direct expenses and any applicable State Sales Tax. All administrative and application fees required by review authorities will be paid by the Client and are not included in Dunaway's proposed fee. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also part of this proposal.

DETAILED SCOPE OF WORK

The scope of work consists of scanning or using existing PDFs of Addison's Plat and Easement sheets. Those documents will be mapped and linked to the appropriate map AOI for access in Addison's GIS environment.

01. Plat and Easements – Mapping and Document Linking Only

Dunaway will acquire the Town's existing PDF plan sets, forgoing the need for document scanning. Dunaway will create the project Area of Interest for each Plat and Easement. GIS files will be updated with proper information for each easement and plat such as, but not limited to, type, size, year easement granted, etc. Dunaway will link each plan sheet to the corresponding map AOI dataset and in GIS.

02. Plat and Easements – Scanning, Cataloging, Mapping, and Linking

Dunaway will acquire and manage the scanning of and Plat and Easement documents that need to be scanned to PDF. A third-party scanning and cataloging company will be utilized by Dunaway to expedite scanning. Digital plans will be delivered to the Town via an FTP site within 1 year of project execution.

As part of this task, Dunaway will pickup the plan sets and deliver to the third-party scanning company, as needed, and return them to the Town after scanning. The documents will be digitally scanned per the specifications listed below.

1. Scan hard copy drawings into a PDF File.
2. Scan all drawings with OCR to make searchable.
3. All drawings shall be de-skewed and scaled.
4. All documents will be compatible with operating systems supported by the Adobe Reader software.
5. All documents will be capable of being copied to a PC, laptop, iPad/Tablet, or server with no additional costs or fees.
6. One (1) copy of the updated plan room will be available via an FTP site.

7. One (1) copy of the archived documents will be retained by Dunaway and/or the third-party scanning company to provide offsite storage protection. (Unless we are directed not to retain a backup copy).
8. Should a drawing(s) removed from the client's site be needed by the client during scanning, the drawing(s) shall be made immediately available electronically.
9. All documents will be printable. The printing area will range from a zoomed view on a single page to all pages.
10. All hard-copy drawings after scanning shall be returned to the client in the same order they were received. Less stapling and rebinding.

This proposal does NOT include organizing, additional indexing or TAB marking. These options can be provided as additional services. Documents that are over stapled or heavily damaged may incur additional charges for time. This proposal is based on all paper documents being in good condition and do not require extensive repair or cleanup. An additional, separate cost may be incurred based on document conditions, including but not limited to if they are torn, water damaged, or heavily stapled (more than 3 per set).

Dunaway shall notify the Town of any files with major damage and of any expected associated costs to repair prior to any document repair work commences. The Town shall provide approval to proceed prior to any major repair work commencing.

Dunaway will catalog the plan sheets by plan set, and include the core project information, such as project number, name, date, and subdivision.

Only those services specifically mentioned in the Scope of Work section are offered as part of this proposal.

ADDITIONAL SERVICES (Not Included in Proposal)

The following is a list of some, but not necessarily all, of the services that can be useful or required for a project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Civil engineering, structural engineering, planning, landscape architecture design services.
2. Interior GIS services and data creation, including floor plans, AEDs, fire panels, security cameras, door classifications, etc.
3. Field Data Collection and Validation
4. Campus safety and security facility assets.

5. Property inventory and easement mapping.
6. Parking lots and spaces.
7. High resolution aerial imagery.
8. Annual maintenance

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

DUNAWAY ASSOCIATES, LLC.,
a Texas limited liability company

Agreed & Accepted

TOWN OF ADDISON



 Matt Patyk, CPSWQ, CFM
 Senior Discipline Lead, Associate

By: _____

Name: _____

Title: _____

Date: _____



 Kervin Campbell, PE
 Civil Engineering Executive | Principal

Attachment: Standard Terms & Conditions

MAP/eas/lau



STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein.

I. **Basis of Compensation.** Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2021 STANDARD HOURLY BILL RATES SCHEDULE	
STAFF TYPE	HOURLY BILL RATE
Administrative.....	\$90.00 - \$160.00
Information Systems.....	\$110.00 - \$121.00
Marketing/Business Development.....	\$95.00 - \$276.00
Financial.....	\$125.00 - \$26.00
Civil Technician.....	\$100.00 - \$121.00
Civil Designer.....	\$65.00 - \$143.00
Graduate Engineer.....	\$125.00 - \$143.00
Project Engineer.....	\$140.00 - \$22.00
Managing Engineer.....	\$170.00 - \$193.00
Technical Engineer.....	\$190.00 - \$26.00
Project Surveyor.....	\$155.00 - \$171.00
Survey Party Chief.....	\$125.00 - \$160.00
Survey Technician.....	\$90.00 - \$132.00
Survey Field Assistant.....	\$70.00 - \$88.00
GIS.....	\$100.00 - \$171.00
Planner.....	\$105.00 - \$231.00
Landscape Architect Intern.....	\$105.00 - \$11.600
Landscape Designer.....	\$115.00 - \$127.00
Landscape Architect.....	\$115.00 - \$165.00
Environmental Scientist.....	\$110.00 - \$154.00
Intern.....	\$75.00 - \$93.00
Discipline Lead.....	\$145.00 - \$270.00
Engagement Manager.....	\$215.00 - \$350.00
Line of Business Manager/Executive.....	\$250.00 - \$320.00
Regional Manager/Executive.....	\$265.00 - \$292.00
Managing Partner.....	\$375.00 - \$420.00
Chairman/President.....	\$475.00 - \$540.00

II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's offices, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in anyway related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, LLC or Dunaway Associates, LLC's offices, director, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, LLC under this Agreement.

III. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

IV. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

V. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractor, subconsultants, agents, and employees of the other, but only to the extent covered by properly insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

VI. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, LLC, nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, technique or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

VII. **Cancellation.** It is understood that this Agreement may be canceled at any time by the Client and payment shall be due based on the method of computation in Section I only on Work performed or expenses incurred to date of cancellation.

VIII. **Payments and Interest.** Client recognizes that prompt payment of Dunaway Associates, LLC's Invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. All accounts past due 60 days from date of invoice shall pay interest at the rate of 18% (1.5% per month), or maximum allowable by law, whichever is lower, of the past due amount per month.

STANDARD TERMS & CONDITIONS

Page 2 of 2

- IX. Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 30 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, and shall defend and indemnify Dunaway Associates, LLC from and against any claims for injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC the cost associated with premature project demobilization. In the event the project is reinitiated, Client shall also pay the cost of re-mobilization and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.
- X. Legal Action.** Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sum due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.
- XI. Dispute Resolution and Termination.** In the event any bill or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not obtained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VII.
- XII. Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subcontractors retained for the Project and to require all independent contractors and subcontractors also to include a similar mediation provision in all agreements with their subcontractors, subcontractors, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
- XIII. Surveying Regulations.** Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7725.
Dunaway Associates, LLC Survey Firm Registration #10098100
Dunaway LLC Survey Firm Registration #10055900
- XIV. Reimbursable Expenses.** Other charges which may apply to the Client's project include:
- A. Expenses included in 28. Administrative Fees: mileage, parking, tolls, internet, printing, agents, postage, FedEx/UPS, courthouse records, fax, certificates, on the job meals, traveling time, field supplies, and other local travel expenses.
 - B. All direct non-labor expenses, including fees paid on behalf of Client, not advertising, affairs, lodging, and rentals are charged at actual cost.
 - C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the net amount of such contracts.
- Dunaway reserves the right to amend this fee policy at any given time.
- XV. Certifications, Guarantees and Warranties.** Dunaway Associates, LLC shall not be required to evaluate any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.
- XVI. Assignment.** Neither party to this Agreement shall heretofore, subject to assign any rights or duties under or interest in this Agreement, including but not limited to income that are due or moneys that may be due, without the prior written consent of the other party. Subcontracting to subcontractors, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
- XVII. Miscellaneous.**
- A. **Intellectual Property.** The drawings, specifications and any other work products (including but not limited to software programs and electronic media) of any description prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable.
 - B. **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
 - C. **Counterparts.** This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
 - D. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.
 - E. **Proposed Formation.** The terms stated in the proposal are void only if executed by both parties within 30 days from the date of the proposal.
- XVIII. Free Publicity.** Dunaway Associates, LLC has the right to ~~advertise~~ the above named project and to use the photos in the possession of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.

Top | Home | Austin | Midland | San Antonio
dunawayassociates.com

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

**Agreement by and between the Town of Addison ("Town")
and Dunaway Associates, LLC
to perform Professional GIS Services for
Addison Plat and Easement Digitizing and Mapping**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

TASK TO BE COMPLETED	DOLLAR AMOUNT
Plat and Easements – Mapping and Document Linking Only	\$2.50 / sheet
Plat and Easements – Scanning, Cataloging, Mapping and Linking	\$9.50 / sheet
Total Lump Sum Fee	
<hr/>	
<u>TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)</u>	<u>\$70,000.00</u>

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 performance under this Agreement, 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 CONTRACTOR INSURANCE REQUIREMENTS

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</u> and <u>provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.

<p>3. Business Auto Liability to include coverage for:</p> <p>a) Owned/Leased vehicles</p> <p>b) Non-owned vehicles</p> <p>c) Hired vehicles</p>	<p>Combined Single Limit</p> <p>\$1,000,000</p>	<p><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u></p> <p>Insurance company must be A:VII-rated or above.</p>
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Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by fax at: **(972) 450-7096** or emailed to: **sglickman@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

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

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

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

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

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The

Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2021

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 Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	CONTACT NAME: Amanda Villanueva PHONE (A/C, No, Ext): 800-728-2374 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: avillanueva@higginbotham.net														
INSURED Dunaway Associates LLC 550 Bailey Ave, #400 Fort Worth TX 76107	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Utica National Ins Co Of Texas</td> <td>43478</td> </tr> <tr> <td>INSURER B : Utica Lloyd'S Of Texas</td> <td>10990</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Utica National Ins Co Of Texas	43478	INSURER B : Utica Lloyd'S Of Texas	10990	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Utica Lloyd'S Of Texas	10990														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 921893512 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 SUBR INSD 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 <input checked="" type="checkbox"/> XCU not excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:		5369330	6/16/2021	6/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:		5352821	6/16/2021	6/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5369332	6/16/2021	6/16/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$								
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A	Contractor's Equipment		5369330	6/16/2021	6/16/2022	See Schedule Below ACV Ded - \$1,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General liability and umbrella policies contain no exclusion for residential construction, including apartment projects.

The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status (GL includes completed operations) and a blanket waiver of subrogation endorsement to the certificate holders when required by written contract.

The General Liability and Auto Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders when required by written contract.

See Attached...

CERTIFICATE HOLDER City of Addison 16801 Westgrove Dr. Addison TX 75001	CANCELLATION 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
---	--

AGENCY CUSTOMER ID: DUNAASS-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Dunaway Associates LLC 550 Bailey Ave, #400 Fort Worth TX 76107	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Umbrella is follow form of General Liability, Auto Liability, and Employers Liability (Hartford Casualty Insurance Co Pol #84WBGAD4SCF Eff 6/16/2021 to 6/16/2022)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2021

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) 323-4602 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: certificatedallas@risk-strategies.com
INSURED Dunaway Associates, LLC 550 Bailey Avenue Suite 400 Fort Worth TX 76107	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Hartford Insurance Company of MidW 37478
	INSURER B: XL Specialty Insurance Company 37885
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 62219444 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	84WBGAD4SCF	6/16/2021	6/16/2022	<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
B	Professional Liability	<input checked="" type="checkbox"/>	DPR9977078	4/28/2021	4/28/2022	Per Claim \$5,000,000 Annual Aggregate \$10,000,000

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 certificate holder on all policies. A waiver of subrogation is shown in favor of the certificate holder on all policies as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

City of Addison 16801 Westgrove Dr. Addison TX 75001	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  Joe Bryant
--	--

ACORD 25 (2016/03)

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EXHIBIT "E"
AFFIDAVIT

THE STATE OF Texas §
THE COUNTY OF Tarrant §
§

I, Jason Williamson, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: _____
- 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 6 day of July, 2021.

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 6 day of July, 2021.



Leigh Ann Underwood
Notary Public in and for the State of Texas
My commission expires: 4/30/2025

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

None

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

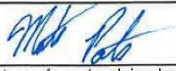
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

 Signature of vendor doing business with the governmental entity

July 6, 2021

 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: Guillermo Quintanilla, Mayor Pro Tempore
Paul Walden, Deputy Mayor Pro Tempore
Tom Braun, Council Member
Lori Ward, Council Member
Kathryn Wheeler, Council Member
Marlin Willesen, Council Member

City Manager: Wesley S. Pierson

Council Meeting

7.

Meeting Date: 07/13/2021

Department: Airport

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 Authorizing Acceptance of an Airport Improvement Program Grant Offer from the Texas Department of Transportation (TxDOT) Aviation Division in the Estimated Amount of \$8,060,300 for Design and Construction of Extensions of and Improvements to Taxiway Bravo with Associated Improvements Including a Vehicle Service Road; Designating TxDOT as the Town of Addison's Agent for Receiving and Disbursing Funds; Acknowledging that Addison will be Responsible for an Estimated Contribution of \$806,030; and, Authorizing the Execution of Documents Relative to the Acceptance of the Grant.**

BACKGROUND:

The purpose of this item is to authorize acceptance of an Airport Improvement Program (AIP) grant offer from the Texas Department of Transportation (TxDOT) in the total amount of \$8,060,300 for both design and a first construction phase for extensions of Taxiway Bravo on the west side of the airport.

Addison Airport has a single runway served by a full-length parallel taxiway (Taxiway Alpha) east of the runway and a partial parallel taxiway (Taxiway Bravo) west of the runway. The proposed extension of Taxiway Bravo to the north is contemplated in the 2016 Addison Airport Master Plan and is included in TxDOT's current Aviation Capital Improvement Program. The extension of the taxiway will provide runway and taxiway access to a 4.2-acre parcel of land on the west side of the airport and facilitate aeronautical development of that land. Taxiway Bravo will also be extended at its south end (where it presently terminates at Taxiway Charlie) to join with the south end of the runway. The proposed project additionally includes construction of a vehicle service road west of Taxiway Bravo, which would enable ground vehicles to traverse the west side of the airport without the need to obtain clearance from the Air Traffic Control Tower to use Taxiway Bravo (which is presently the only option).

The design phase of the taxiway extension and associated scope elements

is estimated to cost \$805,000 and the Town is required to commit 10% of the estimated design cost, or \$80,500, which is the amount that was budgeted. The design phase includes a preliminary engineering report (PER) for the eventual extension of Taxiway Bravo to become a full-length parallel taxiway. The design phase also includes engineering and design for the Taxiway Bravo and Golf extensions, the extension of Taxiway Bravo at the south end to connect to the runway, the west side service road (vehicle access road), and taxiway lighting improvements. Funds for this expense have been budgeted in the Airport Capital Projects Fund. The design phase of the project will receive grant funding in the current fiscal year (Fiscal Year 2021) and will require Addison to provide the matching funds of \$80,500 to TxDOT before the project proceeds.

The first construction phase of the Taxiway Bravo extensions and associated improvements is estimated to cost \$7,255,300. The Town will be required to commit matching funds for this project estimated to total \$1,414,770 including a 10% matching share of \$553,220 for the taxiway improvements and a 50% matching share of \$861,550 for construction of the west vehicle service road. The 50% matching share for the service road is a TxDOT requirement, not a Federal Aviation Administration (FAA) requirement; under FAA standards, the road is eligible for a 90% grant share, especially since it is a safety enhancement. Matching funds for this first construction phase will be required to be provided to TxDOT only after bids for the project are received. Funding for this phase of the project is planned for Fiscal Year 2022 and will be included in the proposed budget for the Airport Capital Projects Fund.

After the PER in the design phase of the project is complete, staff will discuss the level of funding for the vehicle service road with TxDOT. If TxDOT does not agree that the west side service road should be funded at 90%, with a local matching share of 10%, the Town will decide whether to commit the additional 40% or if the roadway should be eliminated from the project. Once the PER is complete, design will begin on elements of the extension of Taxiway Bravo northwards from where it currently ends (at Taxiway Foxtrot) to Taxiway Golf, extending Taxiway Golf west from the runway to join the new extension of Taxiway Bravo, extending Taxiway Bravo at its south end to connect to the south end of the runway, and design of a west side service road west of Taxiway Bravo. An exhibit showing the project elements is attached.

Award of the design grant has been previously approved by the Texas Transportation Committee (TTC). Award of the grant funding the first phase of construction will be considered on a future TTC meeting agenda (in Fiscal Year 2022, after TxDOT receives grant funding allocations from FAA). The attached resolution is required before the item can be placed on that agenda. The resolution commits the 10% local match and names the Texas Department of Transportation as the Town's agent for the purposes of applying for, receiving,

and disbursing all funds for this project. TxDOT will also be responsible for negotiating the design fee with the Engineer of Record selected by the staff committee.

At this time, there are three phases expected with this project. Phase one includes construction of the Taxiway Bravo extensions and associated improvements, phase two is an extension of Taxiway Bravo to the north end of the runway, and phase three covers the reconstruction and relocation of the existing portion of Taxiway Bravo which will accommodate larger airplanes. The implementation of phases two and three is largely dependent upon available funding. Once the PER has been completed there will be more clarity on anticipated construction costs and schedules for subsequent phases.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Taxiway Bravo Grant Acceptance

Taxiway Bravo Improvements - Map

Phase 1 Construction Cost Estimates

RESOLUTION NO. R21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING ACCEPTANCE OF AN AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT OFFER FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) AVIATION DIVISION IN THE ESTIMATED AMOUNT OF \$8,060,300.00 FOR DESIGN AND CONSTRUCTION OF EXTENSIONS OF AND IMPROVEMENTS TO TAXIWAY BRAVO WITH ASSOCIATED IMPROVEMENTS INCLUDING A VEHICLE SERVICE ROAD; DESIGNATING TXDOT AS THE TOWN OF ADDISON'S AGENT FOR RECEIVING AND DISBURSING FUNDS; ACKNOWLEDGING THAT ADDISON WILL BE RESPONSIBLE FOR AN ESTIMATED CONTRIBUTION OF \$806,030.00; AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE TO THE ACCEPTANCE OF SUCH GRANT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "Town") intends to make certain improvements to the Addison Airport; and

WHEREAS, the general description of the project is described as: engineering, design, and construction to extend the west parallel Taxiway Bravo south to connect to the south end of the runway and north to Taxiway Golf; extend Taxiway Golf west of the runway to connect to Taxiway Bravo; construct a west side airfield service road; install medium intensity taxiway lights; and construct drainage improvements for the taxiway extensions and service road (collectively, the "Improvements") at Addison Airport; and

WHEREAS, the Town intends to request financial assistance from the Texas Department of Transportation for these Improvements; and

WHEREAS, project costs are estimated to be \$8,060,300.00, and the Town will be responsible for at least 10% of the total project cost, currently estimated to be \$806,030.00; and

WHEREAS, the Town names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these Improvements and for the administration of contracts necessary for the implementation of these Improvements;

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

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

SECTION 2. The Town of Addison names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for these Improvements and for the administration of contracts necessary for the implementation of these Improvements.

SECTION 3. The City Council hereby authorizes the City Manager or his designee to accept an Airport Improvement Program (AIP) Grant for the specified Improvements. The City Manager is hereby authorized to administer to all matters relating to such grant and to execute all necessary documents relative to the acceptance of such grant.

SECTION 4. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 13th day of JULY 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

City Attorney



**Addison Airport (ADS)
West Side Parallel Taxiway Project**

- Group-II Design Standards
- 400' RWY / TXY Separation for the new section of TXY-B
 - 35' pavement for new sections of TXY-B (G to E, and C to 33)
 - 50' wide pavement for TXY-G between RWY15-33 and TXY-B
 - 12' wide service road

- Project Elements
- Construct TXY-B (G to F, and C to 33)
 - Construct TXY-G between RWY15-33 and TXY-B
 - Install MITL for TXY-B (full length),
 - Install MITL, HOLD Signs & Guard Lights on 5 Cross TXYs
 - Infield Drainage Improvements
 - Construct Service road

TXY-G

TXY-B

Service Road

TXY-B



AVIATION CAPITAL IMPROVEMENT PROGRAM

Texas Department of Transportation -- Aviation Division

Locations, Projects, and Costs

June 10, 2021

FEDERAL & STATE FY 2022

Federal FY 2022 (October 2021 - September 2022)/State FY 2022 (September 2021 - August 2022)

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
DALLAS	<u>Project Status:</u>				
<u>ADDISON</u>	PENDING				
	Construct west airfield service road (4,200' x 12')	1,723,100	861,550	0	861,550
	Construct draingage improvements for west side service road	669,700	602,730	0	66,970
	Construct TXY "B" (PCC DW-90) 35' x 1,300' N, 35' x 500' S	2,162,700	1,946,430	0	216,270
	Extend TXY "G" (PCC DW-90) 50' x 475'	844,100	759,690	0	84,410
	Contingency	893,000	803,700	0	89,300
	Install MITL TXY "B" 4,400 LF	334,900	301,410	0	33,490
	Install MITL edge lights/guardlights/signage on 5 cross-txys (2,000 lf)	348,800	313,920	0	34,880
	Construction Engineering Services	279,000	251,100	0	27,900
	Project Totals:	\$ 7,255,300	\$ 5,840,530	\$ 0	\$ 1,414,770