



**AMENDED - 6/27/2023  
REGULAR MEETING  
OF THE ADDISON CITY COUNCIL**

**June 27, 2023**

**15650 ADDISON ROAD  
ADDISON, TX 75001**

Email comments may be sent to [iparker@addisontx.gov](mailto:iparker@addisontx.gov) by 3:00 pm the day of the meeting. The meeting will be live streamed on Addison's website at [www.addisontexas.net](http://www.addisontexas.net).

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**WORK SESSION**

After determining that a quorum is present, the Addison City Council will convene for a Work Session beginning at 6:00 PM in the Council Work Room located at 15650 Addison Road in Addison, Texas.

**Call Meeting to Order and Announce that a Quorum is Present**

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**CLOSED SESSION**

The Addison City Council will meet in the Council Work Room in a Closed Session pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney pertaining to:

- 551.071 (1) (B) Pending or Contemplated Litigation - 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.
- 551.071 (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the

State Bar of Texas clearly conflicts with this chapter: Transit Oriented Development.

In accordance with Texas Government Code, Chapter 551, the City Council will reconvene in Open Session to consider action, if any, on matters discussed in the Closed Session.

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## **WORK SESSION**

1. Present and discuss non-profit organization grant funding for Fiscal Year 2024.
2. Present and discuss an update on Addison Kaboom Town! 2023.
3. Present and discuss a review of the Facility Utilization Study Phases 1 and 2.

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## **COUNCIL MEETING**

After determining that a quorum is present, the Addison City Council will convene for a Council Meeting beginning at 7:30 PM in the Council Chambers located at 15650 Addison Road in Addison, Texas.

**Call the Meeting to Order and Announce that a Quorum is Present**

**Pledge of Allegiance: Unites States Flag and Texas Flag**

**Announcements and Acknowledgments**

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### **Public Comment**

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

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## Consent Agenda

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

4. Consider action on the minutes from the June 13, 2023 City Council Meeting.
5. Consider action on Change Order #1 to the Fiscal Year 2023 contract with Rey-Mar Construction LLC for the construction of the Lake Forest Drive Waterline Upgrades and Wastewater Improvements Project and authorize the City Manager to execute the change order in an amount not to exceed \$1,338,646.40.
6. Consider action on a Resolution approving an agreement with VFC Group, LLC (d/b/a Taylor Lightning Protection, LLC) to install lightning protection for four (4) Town facilities and authorizing the City Manager to execute the agreement in an amount not to exceed \$77,684.28.
7. Consider action on a Resolution approving an agreement with Mexzim Corporation to remodel Fire Station #1 and #2 dormitory rooms and authorizing the City Manager to execute the agreement in an amount not to exceed \$314,235.50.

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## Items for Individual Consideration

8. Present, discuss and consider action on a Resolution approving a Fourth Amended and Restated Memorandum of Understanding (MOU) between the Town of Addison and Co-Developers AMLI Residential and Stream Realty Partners for the Addison Circle Area Transit Oriented Mixed-Use Development Project and authorizing the City Manager to execute the Fourth Amended and Restated MOU.

9. **REQUESTS FOR CLARIFICATION OF AGENDA ITEMS LISTED ON THIS AGENDA.**

This section includes questions members of the City Council direct to staff on any item listed on this agenda. Answers are compiled in a report and provided to the City Council and members of the public by clicking on

Exhibit 1 of the item below. The link found within the document will provide access to the supporting documentation. The report will be available prior to the start of the meeting. Any handouts distributed at the meeting will also be uploaded to the below link by 12:00 PM on the business day following the meeting.

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### **Items of Community Interest**

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda

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### **Adjourn Meeting**

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NOTE: The City Council reserves the right to meet in Closed Session 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 Closed Session.

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**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.**

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

DATE POSTED: \_\_\_\_\_

TIME POSTED: \_\_\_\_\_

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

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



## Council Meeting 2023

1.

**Meeting Date:** 06/27/2023

**Department:** Finance

**Pillars:** Optimize the Addison Brand

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### **AGENDA CAPTION:**

Present and discuss non-profit organization grant funding for Fiscal Year 2024.

### **BACKGROUND:**

At the request of Council, Non-profit organizations that submitted an application for grant funding from the Town of Addison for Fiscal Year 2024 were invited to present to the City Council. The purpose of the presentation is to allow the City Council the opportunity to hear more about each organization's mission and what they do to serve the Addison community.

Below is the list of Non-Profit Organizations that submitted applications. This list will also serve as the planned order for presentations. Each Non-Profit Organization has a time-cap of five minutes to present.

- Addison Arbor Foundation
- Dallas Cat Lady
- Metrocare Services
- Metrocrest Services
- Outcry Theatre
- WaterTower Theatre
- Woven Health Clinic

The City Council will make final funding decisions as part of the budget process.

### **RECOMMENDATION:**

Information only. No action required.

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### **Attachments**

Addison Arbor Foundation Presentation

Dallas Cat Lady Presentation

Metrocare Services Presentation

Metrocrest Services Presentation

Outcry Theatre Presentation

WaterTower Theatre Presentation  
Woven Health Clinic Presentation

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# ADDISON ARBOR FOUNDATION

The logo consists of a white circle containing the word "ADDISON" in blue, uppercase, sans-serif font. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a diagonal split between blue and dark grey.

ADDISON



# AAF 2024 Fiscal Year Grant Request

Addison Arbor Foundation (AAF) organization

- **All volunteer** organization (currently 8 Board of Directors)
- **501(c)(3) nonprofit organization** with a broad charter to promote and enhance landscaping, public art, public parks and parks and recreation programs of the Town of Addison
- Incorporated in 1995 by the Town of Addison; in 2009, management and oversight was transferred to non-Town personnel

**AAF accomplishments since inception:**

- Managed and sponsored **22 public art projects since 2012; 2 more planned for 2023**
- **Provided funding of \$7,185 thus far this fiscal year to support planting of 20 trees; total of about 350 new and replacement trees funded by AAF to date**
- **Funded 4 wood carvings by Hugo Priscilliano in 2019; red hawk completed in December 2022**
- Sponsored formation of and administer the Community Garden
- Addison public art is one of the notable features of the Town

# AAF 2024 Fiscal Year Grant Request

ADDISON

## ADDISON ARBOR PROJECTS FY2020 and 2021



*Golden Hour* by Russ Connell



*Tango Fantasia* by Art Fairchild



*Spectra* by Scott Shubin



*The Givers* by Jim Eppler (ravens) and Scott Shubin (perch)

# AAF 2024 Fiscal Year Grant Request

ADDISON

## ADDISON ARBOR PROJECTS FY2023



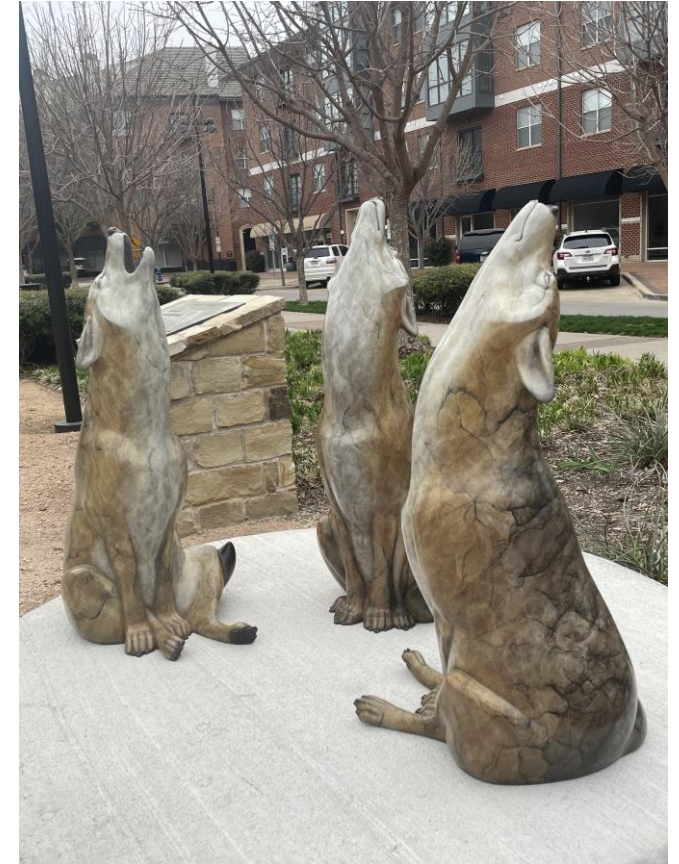
*Aikido* by David B. Hickman  
Galaxy FBO (January 2023)



Red Hawk wood carving by  
Hugo Priscilliano



*Meditation* by Joshua Tobey  
Addison Circle Park pavilion



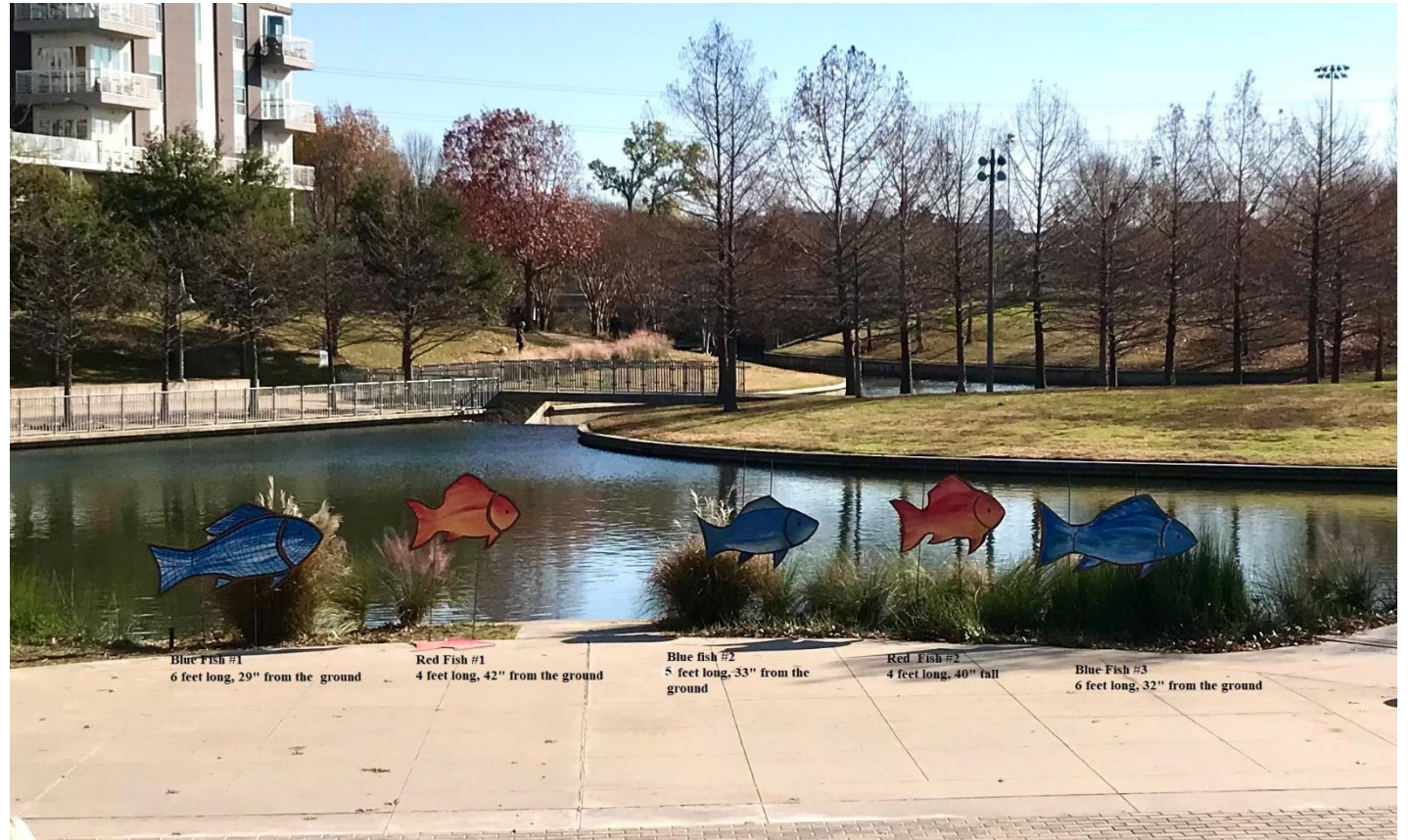
*Three Tenors* by Joshua Tobey  
Beckert Park

# AAF 2024 Fiscal Year Grant Request

## ADDISON ARBOR UPCOMING PROJECTS



*Rocko by Russ Connell*  
Addison Grove



Blue Fish #1  
6 feet long, 29" from the ground

Red Fish #1  
4 feet long, 42" from the ground

Blue fish #2  
5 feet long, 33" from the ground

Red Fish #2  
4 feet long, 40" tall

Blue Fish #3  
6 feet long, 32" from the ground

New project by Pascale Pryor  
Vitruvian Park at the amphitheater

## ADDISON ARBOR POTENTIAL PROJECTS FY2024

- AAF continues to work with the Parks Department to identify priorities for landscaping and parks enhancements as well as public art
- Landscaping
  - Tree and shrub replacement opportunities as identified by Parks Department staff
  - Additional benches and/or other park enhancements may be considered
- Public art
  - David Hickman *Team Illusion*
  - Looking for new artists that could bring unique pieces to enhance Addison park space
  - Interactive/kinetic art that can be purchased at reasonable price
  - Participating on Town committee for Public Safety sculpture.

# AAF 2024 Fiscal Year Grant Request

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*Team Illusion* by David B. Hickman

- Kinetic sculpture planned along the Cotton Belt Trail corridor (adjacent to the Silver Line)
- Five painted steel bikes that rotate on their poles
- 12-14 feet high

# AAF 2024 Fiscal Year Grant Request

Benefits of AAF projects to Town of Addison:

- We **actively manage major public art projects** (identify artists/art works, enter into contracts, coordinate with suppliers and the Town, etc.), administer the Community Garden and provide funding to supplement the Town's budget for landscaping
- **Citizens are discovering and enjoying public art** as they spend more time in our parks
- Art collection promotes **Addison as a public art destination (DART Silver Line station windscreens will depict images of our public art)** and as **Public Art Capital of Texas**

**Funding of \$65,000** to enable continuation of our public art and landscaping projects

- **One or more public art installations** (depending on size and funding)
- **Landscaping** (trees, shrubs and plantings) and/or parks enhancements
- Operating costs (which are kept to a minimum)



## DALLAS CAT LADY

Non-Profit Funding  
Application  
2023-2024

Town of Addison Council  
Presentation  
June 27, 2023



**ADDISON**



# Dallas Cat Lady

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Dallas Cat Lady is an all-volunteer organization dedicated to reducing the homeless cat population through trap-neuter-return, spay/neuter, and placing cats and kittens into loving homes through our adoption program.

We are a foster-based organization and do not have a shelter.





▶ We are avid promoters of the Trap-Neuter-Release process to assist in the reduction of homeless cats by spaying and neutering.

▶ We are dedicated to educating the public on the basics of the process to expand the community helping with TNR and the number of feral cats being fixed.

# Dallas Cat Lady

ADDISON

## ▶ ONGOING CHALLENGES:

- Kitten season always increases the demands on our resources. The shutdown of so many spay/neuter clinics is having a massive effect on the increased number of unfixed cats being born and requests for help are running high!
- Plus, with the current economy, more people are having to relocate or have lost their jobs. As a result, cats are being abandoned and rehomed at record pace and our intake has reached an unprecedented number.
- All of this has impacted us financially and we are stretched more than ever before. But Dallas Cat Lady continues to step up to help as many people as our funds will allow.



# Dallas Cat Lady

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Several of our volunteers live right in Addison and work with animal control and their neighbors to help reduce the homeless cat population on a daily basis! Plus, we have other volunteers that actively conduct TNR efforts right along side them!



# Dallas Cat Lady

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RESCUE CAN BE HARD, BUT WE ALSO  
GET TO MAKE SMILES LIKE THESE!

In our 17 years at the Petco on Beltline Road we have placed over 13,000 cats and kittens into loving homes.

Many of them started their life on the street or in apartment or business parking lots.

Getting kitties from the before...to the after...takes lots of time, volunteer resources and money...but it's our mission!

# Dallas Cat Lady

ADDISON

We are requesting \$5,000 to assist with our spay/neuter initiatives for the 2023/2024 calendar year.

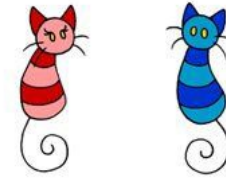
This amount would allow us to spay/neuter about 100 cats and kittens – stray or feral cats as well as cats and kittens in our foster system for adoption.



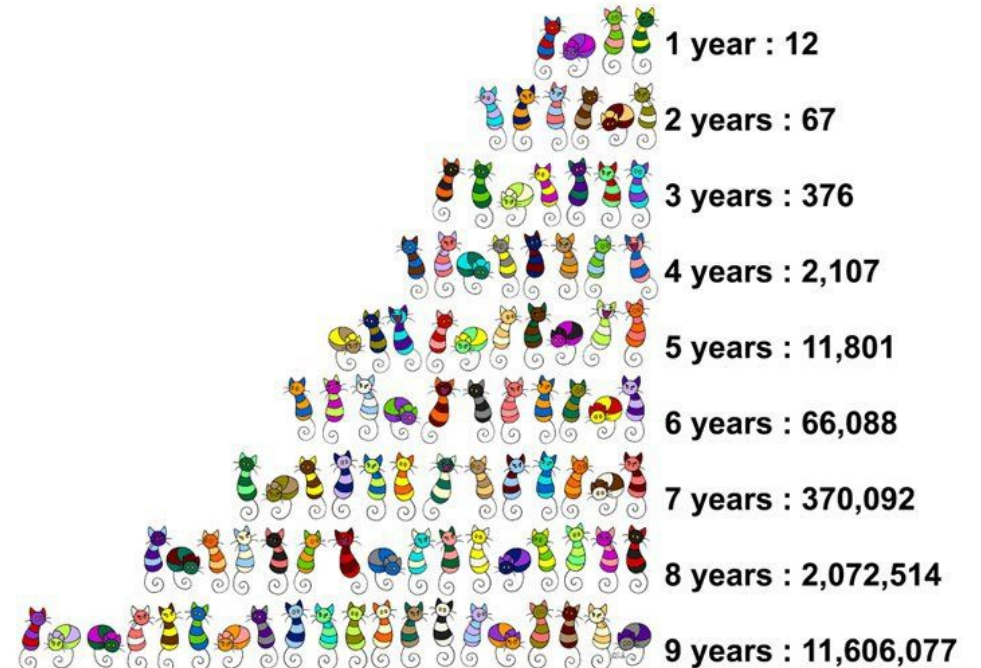
## EVERY CAT FIXED MAKES A HUGE DIFFERENCE!

This chart shows the results one un-spayed female cat can have.

These additional spay/neuter procedures will ensure the Town of Addison can significantly reduce their homeless cat population!



An unspayed female cat, her mate, and all of their offspring producing 2 litters per year, with 2.8 surviving kittens per litter can total :



## DALLAS CAT LADY SUPPORTS THE COMMUNITY IN A VARIETY OF OTHER WAYS TOO



We have always helped Seniors/Low-Income households keep their pets via Food/Litter Donations & Vetting Assistance, but with the economy right now, we are helping even more people who are unable to work right now.



Medical Care of Feral Cats (Dental, Emergency, Humane Euthanasia)



With more people going back to work, record numbers of cats are being rehomed or abandoned and our intake of these cats is up significantly, resulting in additional expenses.



These grant funds will offset spay/neuter costs so we can continue our support in these areas also.





TNR and managed colonies help cities reduce:

- Homeless cat population
- Community complaints
- Staffing and financial resource needs



Meet Baby Addison! She came from Addison Circle on May 13 and is on her way to a much better life!

THANK YOU!

- ▶ [www.DallasCatLady.com](http://www.DallasCatLady.com)
- ▶ [DallasCatLadyAdoptions@gmail.com](mailto:DallasCatLadyAdoptions@gmail.com)



# The Steven A. Cohen Military Family Clinic at Metrocare

Town of Addison: City Council Meeting  
June 27, 2023



# WHO ARE WE?



Cohen Veterans  
Network

metrocare.

## Cohen Veterans Network + Metrocare = The Steven A. Cohen Military Family Clinic at Metrocare

Established in 2016, Cohen Veterans Network (CVN) is a national nonprofit network of mental health clinics serving post-9/11 veterans, service members and military families through outpatient care. CVN partnered locally with Metrocare, the largest provider of mental health services in North Texas, serving over 55,000 adults and children annually.

Together, CVN and Metrocare have served more than **4,810 veterans and family members** in the North Texas area since opening the clinic.

# OUR CLINIC TEAM

Our Cohen Clinic is operated by a team of highly qualified individuals, many of whom are veterans or military family members themselves.



# OUR CLINIC'S MISSION



ACCESSIBLE



HIGH  
QUALITY

The Steven A. Cohen Military Family Clinic at Metrocare's mission is to improve the quality of life for post-9/11 veterans, service members and military families by providing high-quality mental health care that is accessible to all. Trained clinicians deliver **holistic evidence-based care** to treat mental health conditions, while destigmatizing mental health treatment.

# WHO WE SERVE

Veterans

National  
Guard and  
Reserves

Includes  
Other Than  
Honorable  
Discharge

Service Members

With a  
TRICARE  
Referral

Family Members

All Family  
Members  
including  
Spouses

Partners,  
Children,  
Caretakers  
and Others

# SERVING THE ENTIRE MILITARY FAMILY

- Individual, couples, and family therapy
- Children's therapist and play therapy room
- Groups and workshops
- Short-term medication management for those engaged in therapy
- Ongoing support for employment, housing, finances, and education; integrated case management to coincide with therapy
- Community Room events for adults, couples, families and children





# HIGH QUALITY CARE

- Clinical screenings & assessments
- Evidence-based therapies
- Military cultural competence
- Network referrals for community resources, continued support
- Ongoing clinical training for providers
- Community engagement and outreach



# WHAT OUR CLIENTS SAY ABOUT US

*“The CBT (Cognitive Behavioral Therapy) is working well for me. I'm doing zoom counseling and that is really nice...able to save \$\$ on gas.”*

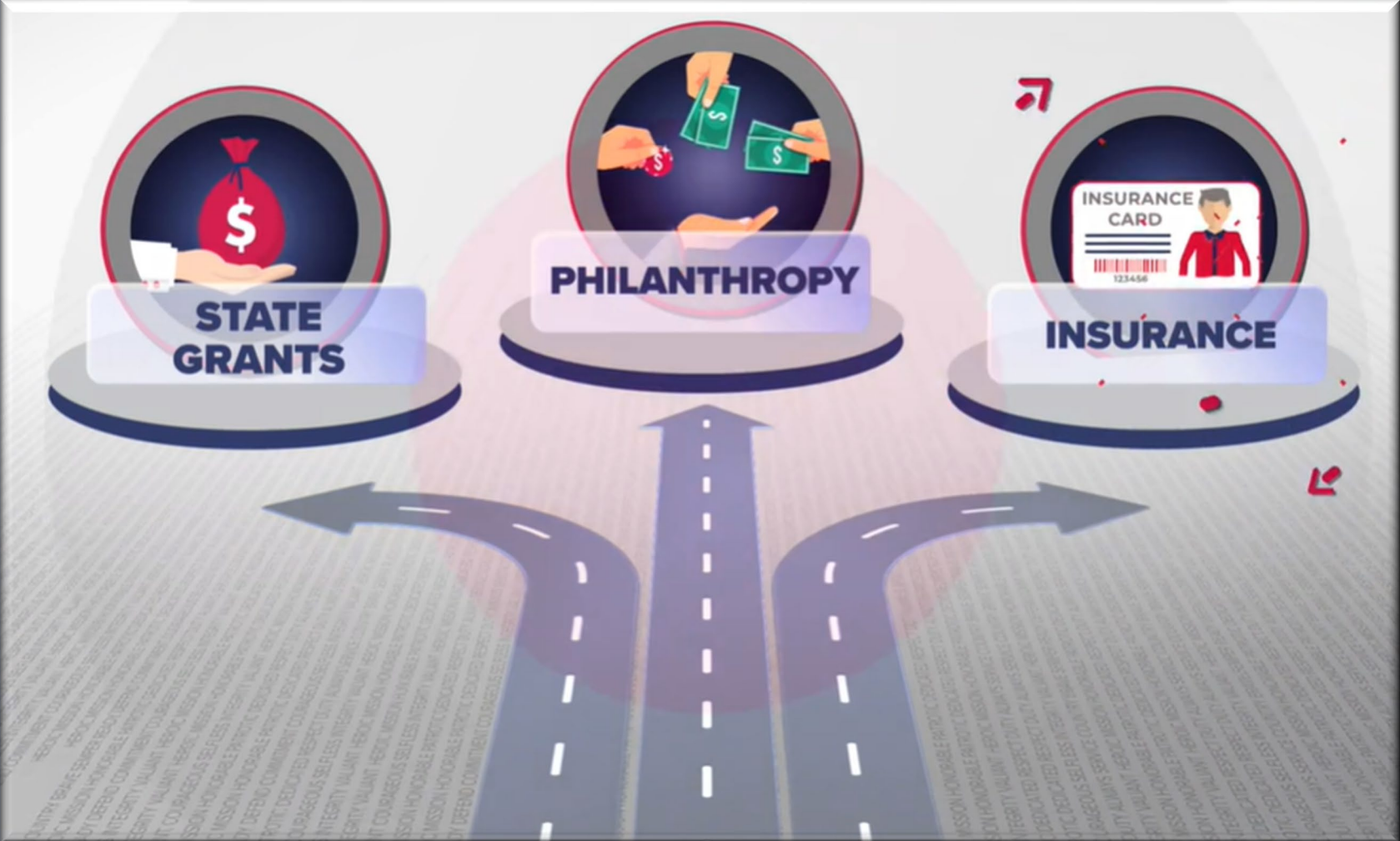
*“The staff is always nice. I definitely feel safe and heard. I feel like I'm getting productive help and getting what I'm asking for.”*

*“I was treated with respect and compassion. Thank you for serving those who served.”*

*“Black therapist was a huge plus. I felt like I wasn't alone.”*

*“I like that the Cohen Clinic encourages my child to feel like they have a safe place outside of mommy to talk and process a lot of emotions.”*

# SUSTAINABILITY



# MENTAL HEALTH TRAINING FOR THE COMMUNITY



# MONTH OF THE MILITARY CHILD - *Annual Children's Gala*



# MONTH OF THE MILITARY CHILD - *Annual Children's Gala*



# CONTACT US

**16160 Midway Road, Suite 218  
Addison, Texas 75001**

**469-680-3500**

**MFC@metrocareservices.org**

**www.metrocareservices.org/mfc**

**Cohen Clinic:**



@CohenMetrocare



Cohen Veterans Network

**Metrocare:**



@Metrocare



@MetrocareDallas





# Town of Addison Council Presentation

June 27, 2023

The word "ADDISON" is written in a bold, blue, uppercase sans-serif font, centered within a white circle. The circle is set against a blue background that has a white diagonal line running from the top-left to the bottom-right.



## *Vision*

Providing pathways to a thriving community for ALL.

## *Mission*

To provide hope through programs that lead to self-sufficiency and foster independence.

## *Core Values*

- 💡 Start with a “YES” Attitude
- 💡 Celebrate Differences
- 💡 Be Kind
- 💡 Choose Joy
- 💡 Embrace Change

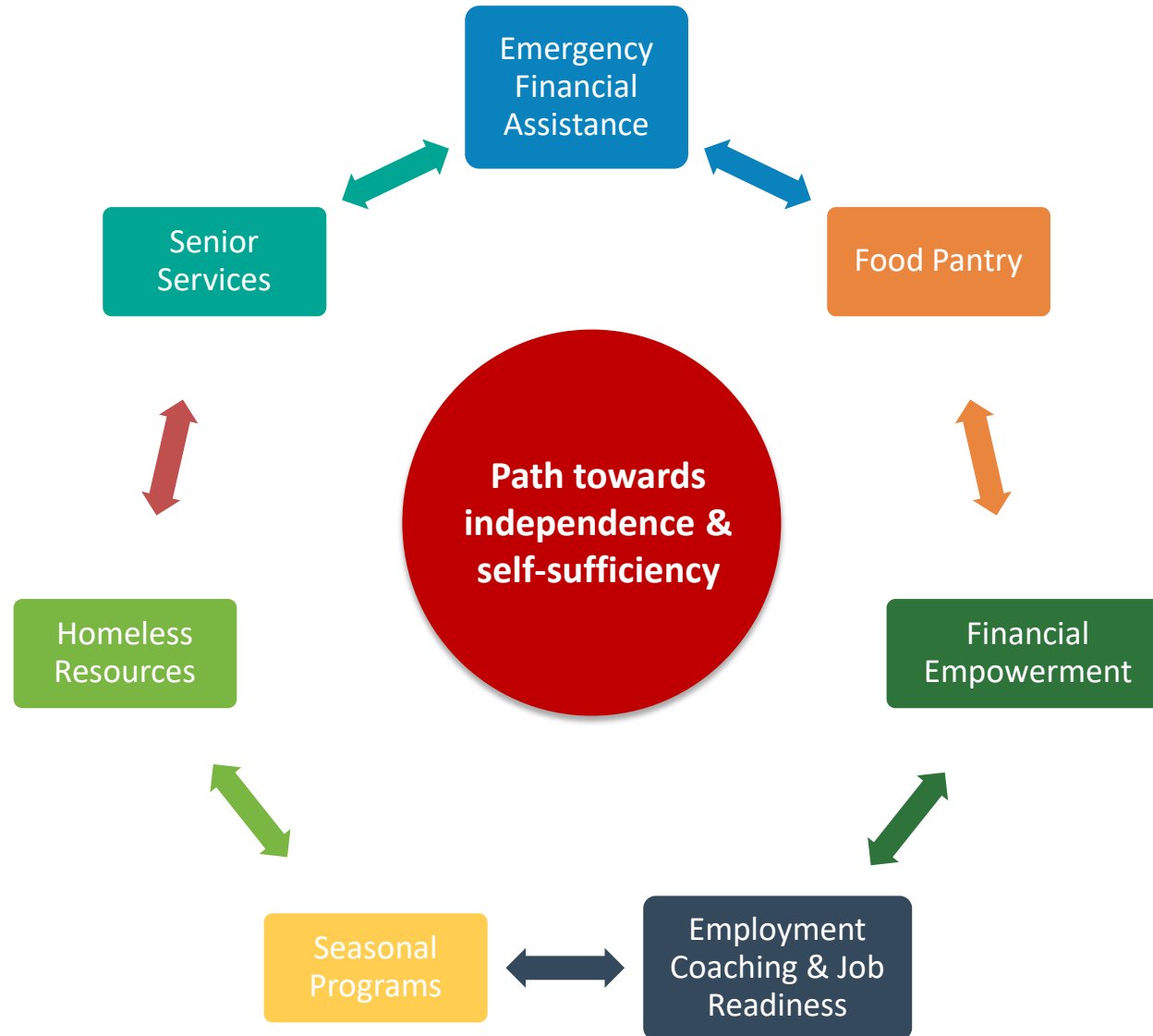


# Our Services

ADDISON



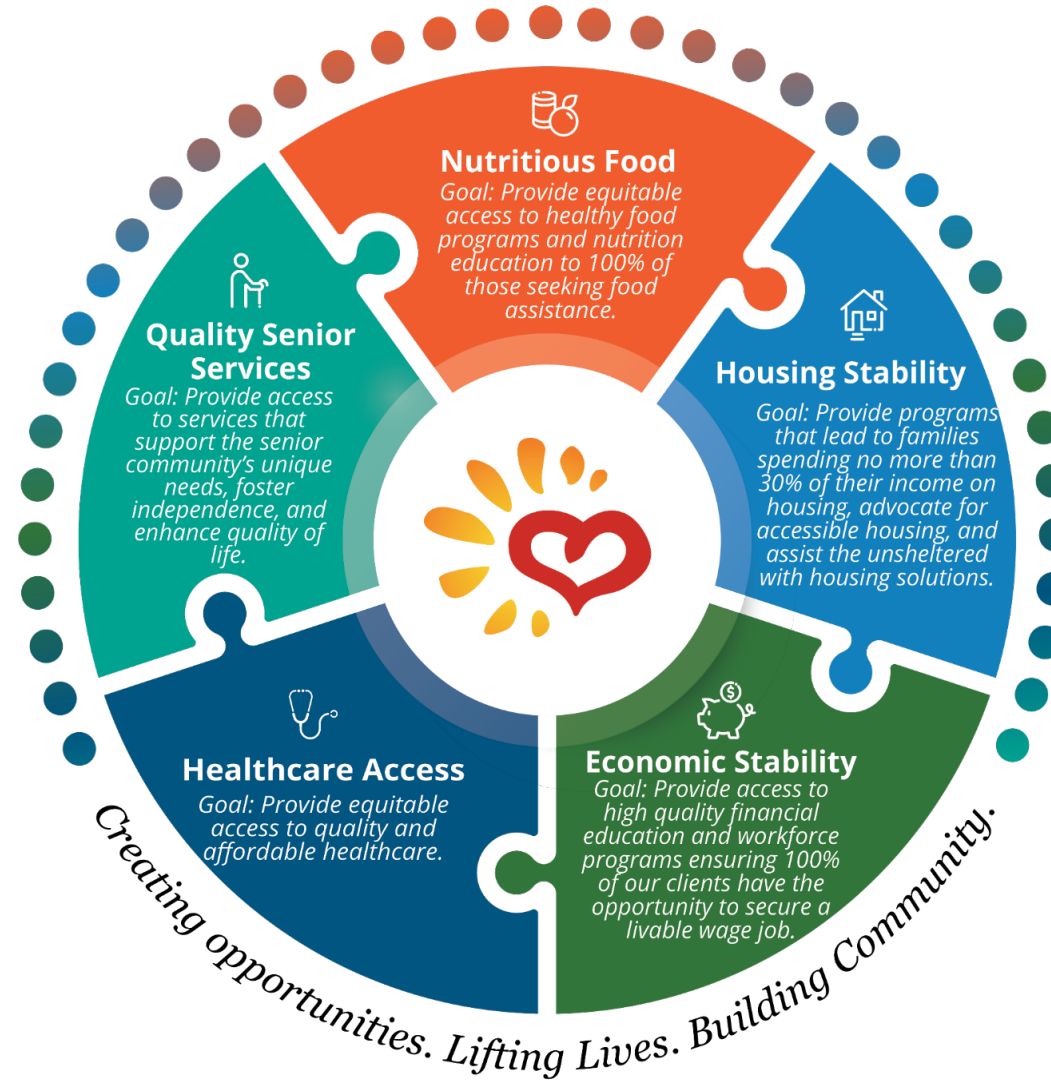
Metrocrest Services provides an integrated approach to meeting the needs of those in our community. We provide tools and resources to address gaps in finances, employment, and nutrition to help end poverty and decrease inequities.



# Metrocrest's New Home

ADDISON











# Addison Residents Served\*

ADDISON

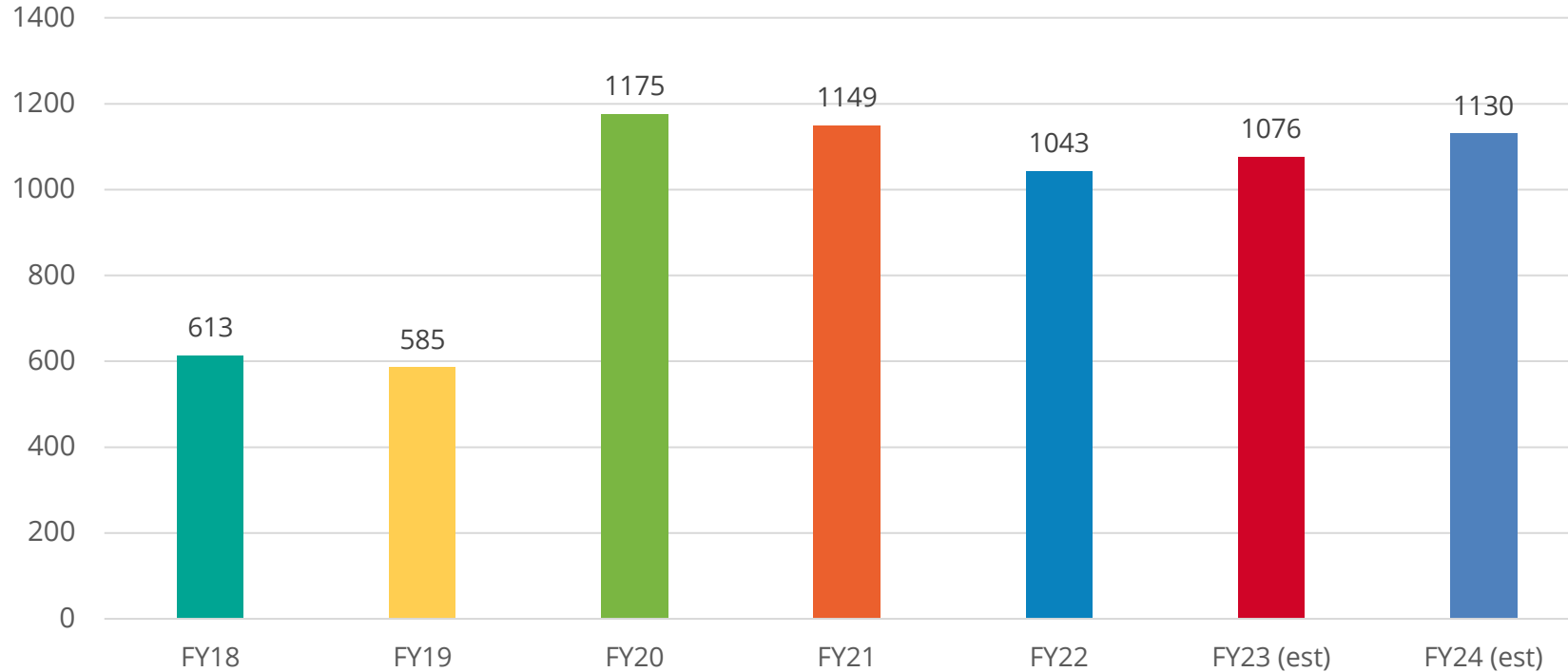


-  Served **1,076 residents** with **4,996 services**
-  **\$192,055** in **Emergency Rent and Utility Assistance** provided to **150 families**
-  **Average Rent** provided was **\$1,052**
-  **837 residents** visited the **Food Pantry 2,874 times**
-  **379 residents** accessed **413 services** through our **Workforce Development Program**
-  **319 residents** received **budgeting and financial coaching** through our **Financial Empowerment Program**

\*June 2022 – May 2023

# Addison Residents Served FY18-24

ADDISON



## *Service Contract*

- ☀️ Total Service Contract Funding Request – \$82,650
- ☀️ Total Funding to Serve Addison Residents - \$698,268
- ☀️ Percentage of funding provided by the town of Addison to serve residents – 11.8%
- ☀️ FY24 Agency Budget (Projected) - \$12,670,549
- ☀️ Percentage of funding provided by the town of Addison – .6%





# Thank you!

**Tracy Eubanks**

CEO, Metrocrest Services

972-446-2100

[teubanks@metrocrestservices.org](mailto:teubanks@metrocrestservices.org)





# OUTCRY THEATRE



**ADDISON**

# Outcry Theatre's Mission



The mission of **Outcry Theatre** is to draw youth and young adults to the theatre as both audience and participants.

**Outcry Theatre** strives to integrate the arts into the lives of young people to encourage them to become lifelong artists and arts appreciators.

**Outcry Theatre** utilizes bold artistic vision, highly physical staging, and an energetic and visceral performance style.

With rigorous rehearsals, tenacious attention to detail, and unwavering dedication to excellence, **Outcry Theatre** focuses on developing stellar performances and exceptional storytelling.

# Outcry Theatre Professional

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**Outcry Theatre** returned in 2022 after an over two-year hiatus due to the COVID-19 pandemic. *Lipstick Traces* and *House of Stairs* were both critical successes.

# Outcry Theatre Professional

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**Outcry Reads** is a new program producing four readings by local playwrights a year. A talkback following helps the playwright further develop their work.



Outcry Theatre's next professional production will be the vampire play ***Let the Right One In***, performing at the Karol Omlor Studio Theatre from August 4-13.

# Outcry Youth Theatre

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**Outcry Youth Theatre** serves ages 5-18 with approximately eight productions a year, summer camps, and classes. We offer challenging shows for our young actors, pushing them to learn and grow as both performers and people.

# What Outcry Does for Addison

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- Brings participants and audience members from all over the Metroplex into Addison
- Next season we will perform three youth productions in the Karol Omlor Studio Theatre, one youth production in the Terry Martin Main Stage, and one professional production in the Stone Cottage.
- Offers top notch youth theatre as well as professional productions
- Teaches acting and theatre to local youth, developing them as actors and people

# 2022-2023 Season

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*Annie JR.*  
*House of Stairs*  
*Fantastic Mr. Fox*  
*The Picture of Dorian Gray*  
*Sunday in the Park with George*  
*Anne of Green Gables*  
*Hamlet*

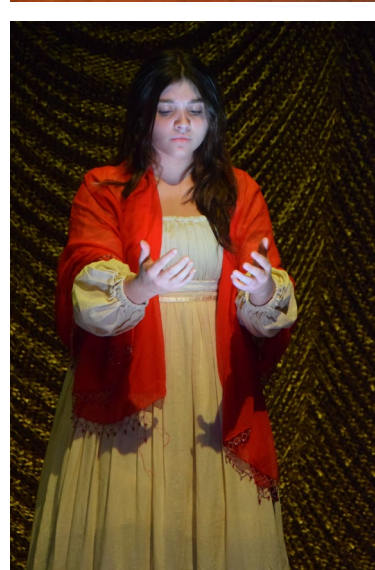


Coming soon:  
*Spring Awakening*  
*Matilda JR.*  
*Finding Nemo JR.*  
*Let the Right One In*



# Thank you so much for your support!

ADDISON





# WaterTower Theatre

Producing Artistic Director, Shane Peterman



ADDISON



# WaterTower Theatre

## Economic Impact of Our Partnership

**28 Years and Going Strong!**

**“A great city can’t live without great performing arts!”  
– Former Mayor Joe Chow**

WTT is a world class theatrical arts destination which brings over 6000 visitors and resulting commerce to Addison & supports 166 jobs for local theatre professionals, resulting in just over \$550,000 in compensation.



**ADDISON**

# WaterTower Theatre

**Your ROI yields a positive return for Addison restaurants, hotels, & other businesses**

**Ticket buyers spend an average of \$24.60 per person, not including the price of their ticket\***

2018-2019 Season- **12,748** audience members, injected an estimated **\$313,600 dollars** into local restaurants, hotels, and other businesses.

## **POST-PANDEMIC POSITIVE TREND**

2021-2022 Season- **6245** audience members, injected around **\$153,627 dollars** into local restaurants, hotels, and other businesses.

2022-2023 Season is tracking to exceed **7000** audience members, increasing estimated local spending to nearly **\$172,200**

2023-2024 Potential is estimated at **9000** patrons and **\$291,200** in profit for local business

*\*Arts & Economic Prosperity IV report published by Americans for the Arts*



# WaterTower Theatre

## Season 28 Support Funds:

- 4 Main Stage Shows (12 in person performances for 48 total)
- 2 Workshops of new musicals and plays with a public performance
- Multiple Educational Programs
  - Continued development of a magnate music theatre program at Rowlett High School
  - NEW Penguin Project- WTT has been accepted as a new home for theatre performance opportunities for children with disabilities
  - Summer Internships- paid producing internships & technical internships for 18 to 22 year-old students
- NEW Free Cabaret Series
- Quarterly WaterTower Pipeline events in partnership with local Addison restaurants
- Exclusive discounts on WTT tickets for Addison Residents
- Possible Commercial Production of “The Manic Monologues” in secondary markets



ADDISON

# WaterTower Theatre

## Season 28

 <p>WaterTower Theatre</p> <p>MUSIC AND LYRICS BY: Christopher Curtis</p> <p>BOOK BY: Christopher Curtis &amp; Thomas Meehan</p> <p>A REGIONAL PREMIERE MUSICAL</p> <h1>CHAPLIN:</h1> <p>THE MUSICAL</p>	 <p>WaterTower Theatre</p> <p>WRITTEN BY: Holland Taylor</p> <p>AN ICONIC TEXAS PLAY</p> <h1>ANN</h1>
<p>NOVEMBER 8 - 19, 2023</p>	<p>FEBRUARY 14 - 25, 2024</p>
 <p>WaterTower Theatre</p> <p>WRITTEN BY: Terry Teachout</p> <p>A REGIONAL PREMIERE PLAY</p> <h1>SATCHMO</h1> <p>AT THE WALDORF</p>	 <p>WaterTower Theatre</p> <p>ORIGINAL MUSIC &amp; LYRICS BY: Richard M. Sherman &amp; Robert B. Sherman</p> <p>BOOK BY: Julian Fellowes</p> <p>NEW SONGS &amp; ADDITIONAL MUSIC &amp; LYRICS BY: George Stiles &amp; Anthony Drewe</p> <p>DISNEY &amp; CAMERON MACKINTOSH'S</p> <h1>Mary Poppins</h1> <p>A Musical Based on the stories of P.L. Travers &amp; the Walt Disney Film</p>
<p>APRIL 17 - 28, 2024</p>	<p>JULY 17 - 28, 2024 WITH FLYING EFFECTS BY <i>zfx</i></p>

ADDISON

## Thank you for 28 years of professional live theatre!



### THE PLAY THAT GOES WRONG

February 1-12, 2023



### JESUS CHRIST SUPERSTAR

Nov 30- Dec 11, 2022



### THE MANIC MONOLOGUES

April 19-30, 2023



# WOVEN HEALTH

integrated community healthcare

**Lisa Rigby**  
**Executive Director**  
**June 2023**

**ADDISON**



## Our Vision

Healthy Lives  
Healthy Communities

## Our Mission

To provide affordable, quality healthcare with a strong focus on **preventing disease** for low income, uninsured or underinsured people.



# Woven Health Clinic

## PREVENT Disease NOW!

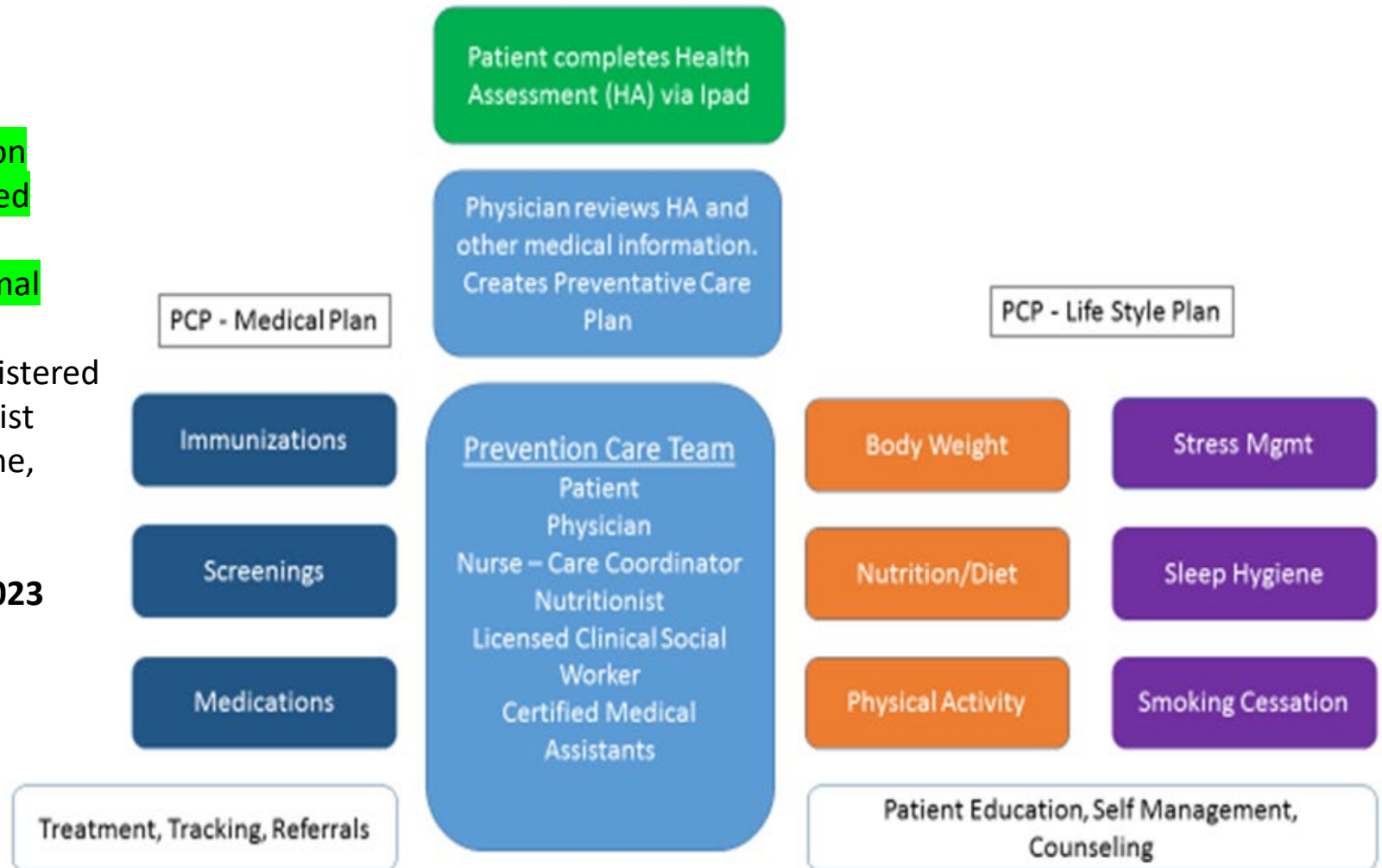
ADDISON

### 2022 Outcomes:

50% of Depression Patients in Remission  
88% of Hypertension Patients Controlled  
65% of Diabetic Patients Controlled  
15% of Pre-Diabetic Patients now Normal

**Key Resources:** Health care team, Registered Dietician (bilingual), Behavioral Specialist (bilingual), Specialists: Internal Medicine, Dermatology, Gynecology, Neurology.

**280 Addison Resident Visits – 2022/2023**



# Woven Health AHA 2021 Recognition

ADDISON

## Hypertension, Diabetes, and Cholesterol



**Gold+ Status**  
>70% BP control rate,  
completion of 4 of 6  
evidence-based BP  
activities.



**Gold Status**  
>75% control for  
HbA1c  
&  
>70% Statin therapy  
or >70% BP control

# Woven Health Clinic

ADDISON

National Committee of Quality Assurance

**Recertified in 2023** - Patient Centered Medical Home Recognition

## Why Important?

- **Stamp of quality** – only 1 out of 6 practices/clinics achieve – less than 7% of Texas physicians and clinics
- Supports **“team-based care”**
- **Leverages technology** to improve outcomes
- Demonstrates a commitment to quality and **quality improvement**
- Has been proven to **reduce health care costs**, especially for people with complex chronic conditions
- Improves **patient satisfaction**



## 2022 Accomplishments



- New Carrollton Clinic continues to grow! **Increase in ER referrals** from Carrollton Regional up 30%
- **EMS Partnerships** for referrals
- Participated in **Addison Town March Meeting**
- Held one **Healthy Cooking Classes** – more coming this year
- Held two **breast cancer screenings** with Methodist Mobile Mammogram onsite – more coming this year
- Held two **Vision Clinics** to provide free vision exams and free glasses - more coming this year
- Held a **free Walk With a Doc** at on Mothers Day weekend – more coming this year

Addison patient visits, patient satisfaction and patient outcomes are all increasing.

# Woven Health Clinic

ADDISON

## New in 2022/2023

- ✓ **Woven Health Membership**  
Available for Addison small businesses and residents with high deductibles
- ✓ **Pop up Clinics** in Coppell and with partner non-profits
- ✓ **Pre-Diabetes Double Down Focus**



# Status of Health Care in North Texas

ADDISON

- **Clinics and hospitals closing in Texas.**
- **The number of patients with complex medical issues increased 25% in 2022.**
- **The number of patients with serious mental health conditions increased 20% in 2022.**
- **Positive cancer screening tests increased 30% in 2022.**
- **Healthcare staffing costs and shortages continues to be a challenge.**

First COVID, now inflation caused many people to delay healthcare except for health emergencies – the most expensive way to get care.



Your support saves lives.



**Council Meeting 2023**

**2.**

**Meeting Date:** 06/27/2023

**Department:** Special Events

**Pillars:** Optimize the Addison Brand

---

**AGENDA CAPTION:**

Present and discuss an update on Addison Kaboom Town! 2023.

**BACKGROUND:**

Staff will share an update on the upcoming Addison Kaboom Town! event that will take place July 3, 2023. The presentation will include information regarding tickets, entertainment, activities and media coverage.

**RECOMMENDATION:**

Information only. No action required.

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**Attachments**

Update on Kaboom Town 2023

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# FLIGHTS SIGHTS AN AMAZING NIGHT



★ 5PM - 11PM ★

RATED TOP 5  
FIREWORKS SHOW  
BY USA TODAY

AIRSHOW  
7:30 PM



Luzianne.  
- FAMILY MADE SINCE 1903 -

FIREWORKS  
9:30 PM

ADDISON

June 27, 2023



**ADDISON AIRPORT  
AIRSHOW**  

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**7:30 PM**

- **RED RIVER SKYDIVERS**
- **AEROBATIC FLIGHTS**
  - **Pitts**
  - **Barron**
  - **P-51**
  - **P-40**
  - **T-6 Formation**
- **B-25**



**Luzianne**<sup>®</sup>  
• FAMILY OWNED SINCE 1902 •

## **FIREWORKS 9:30 PM**

- **4,000 SHELLS FIRED**
- **1,500 SHELLS JUST IN THE FINALE**
- **Radio simulcast on STAR 102.1 FM**

**RATED TOP 5  
FIREWORKS SHOW  
BY USA TODAY**



# AN AMAZING NIGHT

ADDISON

ADMIT ONE



• FLIGHTS • SIGHTS •  
• AN AMAZING NIGHT! •

GENERAL  
ADMISSION

5PM TO 11PM  
ADDISON CIRCLE PARK



## TICKETS

- **ADDISON RESIDENTS:**  
June 7 – June 20
- **GENERAL PUBLIC:**  
June 21<sup>st</sup> at 10 AM

### HOTEL PACKAGE

FREE with any Addison hotel booking. Includes guaranteed admission for up to 6 people + branded neck cooling towel



Luzianne  
FAMILY MADE SINCE 1982



KOOP  
CW33  
always fun

# ADDISON CIRCLE PARK FESTIVITIES

ADDISON

ADMIT ONE



• FLIGHTS • SIGHTS •  
• AN AMAZING NIGHT! •

GENERAL  
ADMISSION

5PM TO 11PM  
ADDISON CIRCLE PARK

- **FOOD** – hot eats, cold treats, beer + wine
- **MUSIC** – 36<sup>th</sup> Infantry Division + The Emerald City All Stars
- **FUN** – Razzmajazz Dixie Jazz Band, Face painting, Novelty light-up items



# ADDISON CIRCLE PARK FESTIVITIES

ADDISON



## **KABOOM LAGOON 5 PM – 9 PM**

- **WATER SLIDES**
- **INFLATABLE  
ATTRACTIONS**
- **OPEN TO ALL AGES**



# TOPO CHICO VIP

ADDISON

ADMIT ONE VIP



• FLIGHTS SIGHTS •  
• AN AMAZING NIGHT! •

**Topo Chico**  
**VIP**

5PM TO 11PM  
ADDISON CIRCLE PARK



- **Reserved Parking + Viewing Area**
- **Reserved Seating inside & outside Addison Conference Centre**
- **Catered Meal + 2 Beer/Wine Tokens**
- **Unlimited non-alcoholic beverages**



Luzianne  
...FRANCE... MADE SINCE 1863...



TOP OF  
eW33  
always fun

# TOWN-WIDE FESTIVITIES

ADDISON

- **OUTDOOR WATCH PARTIES**
- **PATIO / PARKING LOT PARTIES**
- **LIVE SIMULCAST + MUSIC**
- **HOLIDAY FOOD SPECIALS**

ADDISON POINT SPORTS GRILL • THE ADDISON IMPROV • BONCHON  
CANTINA LAREDO • IDA CLAIRE • LANE'S OAK'D BBQ  
NATE'S SEAFOOD & STEAKHOUSE • SNUFFER'S RESTAURANT & BAR  
SSONG'S HOT DOG AND R&B TEA • TAQUERIA LA VENTANA  
TABLE 13 • THE QUARTER BAR & GRILL





# QUESTIONS?



FIREWORKS PRESENTED BY

**Luzianne**  
• FAMILY MADE SINCE 1902 •

**Tea-Minus**

**6 DAYS**



## **Council Meeting 2023**

**3.**

**Meeting Date:** 06/27/2023

**Department:** Information Technology

**Pillars:** Excellence in Asset Management

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### **AGENDA CAPTION:**

Present and discuss a review of the Facility Utilization Study Phases 1 and 2.

### **BACKGROUND:**

In July 2019, the Town awarded LPA Architects (LPA) a contract to conduct a Facility Utilization Study. The study's purpose was to identify ways to improve facility functionality and to plan for future growth needs. LPA presented its report on April 14, 2020. At the conclusion of the presentation, the Council asked that staff continue the study in a second phase.

On January 11, 2022, Council approved an agreement with MPI Architects for Phase 2 of the Facilities Utilization Study. MPI was asked to capitalize on data collected in Phase 1 and provide additional options and financial analysis. The Phase 2 Report was presented to the Council on March 28, 2023. Council consensus was to further investigate the feasibility and costs associated with a new Police and Courts facility, new Fire Station #1, and options for a Town Center.

Staff will review the Phase 1 and 2 findings and seek Council direction regarding the next steps.

### **RECOMMENDATION:**

Staff seeks Council direction.

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### **Attachments**

Presentation - Facility Utilization Study Review

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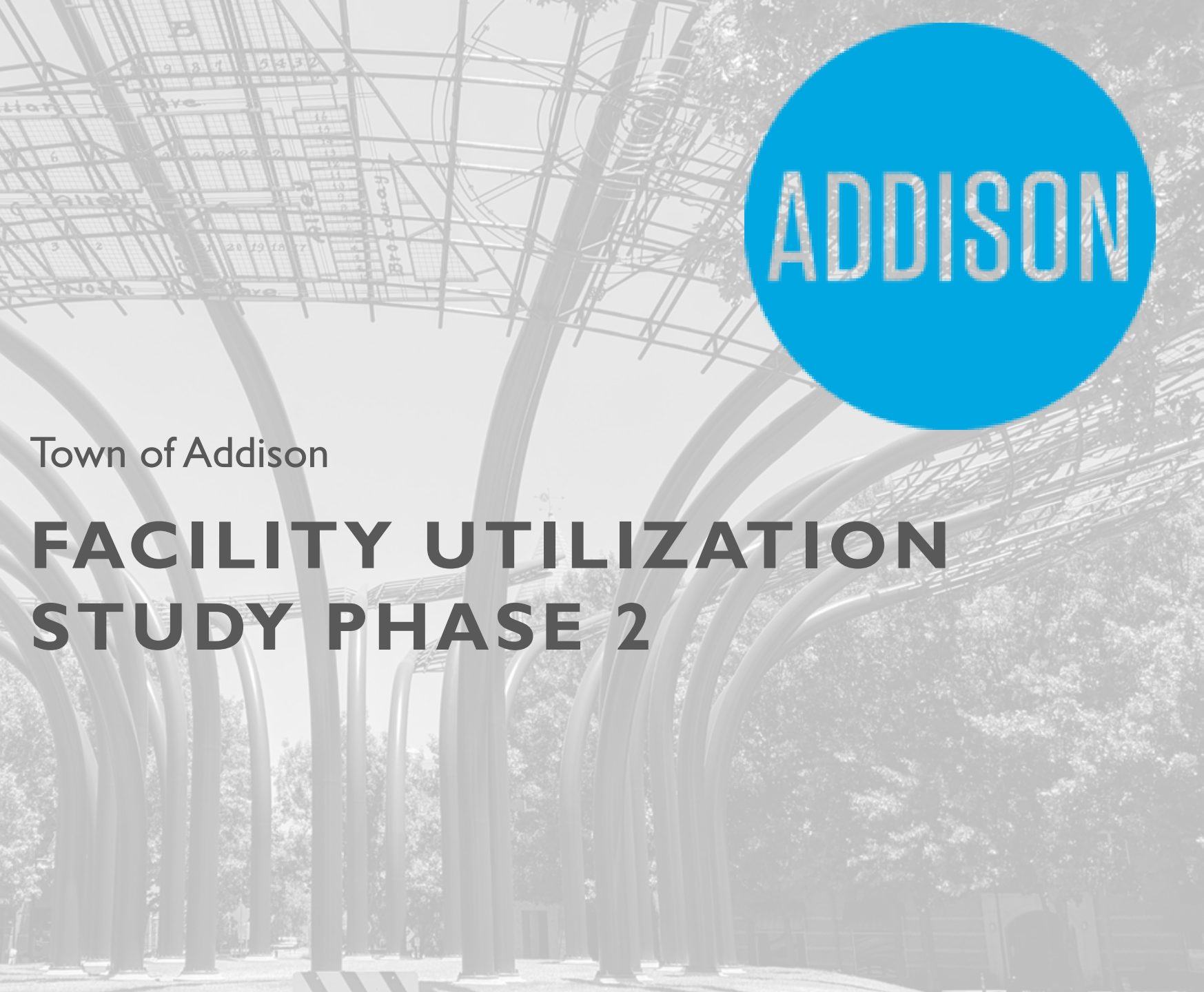
# Facility Utilization Study Review

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



# Facility Utilization Study





Town of Addison

# **FACILITY UTILIZATION STUDY PHASE 2**

# SUGGESTED NEXT STEPS

Engage an Architectural Firm to:

1. Evaluate a New Police and Courts Building. The architect will:
  - provide basic programming booklet based on Phase 1 and 2 data.
  - investigate site location on Town property north of the Conference Centre.
  - coordinate with an expert regarding the adjacent site (if needed) and rough order of magnitude (ROM) costs of acquisition.
  - provide building massing model on aerial site photo with parking.
  - coordinate with external expert for ROM cost to demolish existing Police and Courts building and final project costs for a new building on the new site.
  
2. Evaluate a New Fire Station 1 Building. The architect will:
  - provide basic programming booklet based on Phase 1 and 2 data.
  - investigate site location on Town property along Addison Road (current PD and FD sites).
  - provide building massing model on aerial site photo with parking.
  - coordinate with an expert for ROM cost of final project including demolition of existing Fire Station 1 building.

# SUGGESTED NEXT STEPS

3. Evaluate a New Town Center. The architect will:
  - provide basic programming booklet based on Phase 1 and 2 data.
  - investigate three options for a new Town Center:
    - reuse/renovate existing Conference Centre.
    - new site with new construction.
    - existing building in Addison that could be renovated.
  - coordinate with an expert for ROM final project cost of the three options.
  - document the pros and cons of the Town Center being part of the Transit Oriented Development
  
4. Addison Sequencing Plan Booklet. The architect will:
  - provide information gathered for new Police and Court Building, Fire Station, and the three Town Center options.
  - coordinate and document findings with an external expert for ROM costs associated with each building and project type.
  - provide rough schedules for sequencing plan.
  - provide recommended sequencing based on findings.

**Council Meeting 2023**

**4.**

**Meeting Date:** 06/27/2023

**Department:** City Secretary

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**AGENDA CAPTION:**

Consider action on the minutes from the June 13, 2023 City Council Meeting.

**BACKGROUND:**

The minutes for the June 13, 2023 City Council Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes - June 13, 2023

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# **DRAFT**

## **OFFICIAL ACTIONS OF THE ADDISON CITYCOUNCIL WORK SESSION**

**June 13, 2023**

**Addison Conference Centre – Buckthorn/Sycamore Room**  
15650 Addison Road, Addison, TX 75001  
6:00 PM Executive Session & Work Session  
7:30 PM Regular Meeting

**Present:** Mayor Bruce Arfsten; Mayor Pro-Tempore Eileen Resnik; Deputy Mayor Pro-Tempore Guillermo Quintanilla; Council Member Nancy Craig; Council Member Darren Gardner; Council Member Dan Liscio; Council Member Marlin Willesen

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### **WORK SESSION – 6PM**

**Call Meeting to Order and Announce that a Quorum is Present:** Mayor Arfsten called the meeting to order at 6 PM and announced a quorum was present.

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### **Closed Session**

**Closed Session:** The Addison City Council will meet in Closed Session pursuant to:

- Texas Government Code, Chapter 551.071(2) Consultations with Attorney: on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
  - Zoning Case 1868 SUP

Mayor Arfsten closed the open meeting at 6:01 PM to convene the City Council into Closed Session in the Council Work/Closed Session Room - Acadia Room.

**Open Session:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene in Open Session in the Council Chamber – Buckthorn/Sycamore Rooms to consider action, if any, on matters discussed in the Closed Session.

Mayor Arfsten reconvened the City Council into open session at 7:38 PM. No action will be taken as a result of Closed Session.

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## WORK SESSION

*Continued – 7:38 PM*

1. Present and discuss the Airport Quarterly Report for the Fiscal Year 2023 Second Quarter ended March 31, 2023. NOT HELD
2. Present and discuss a public art installation to honor public safety in Addison. [Janna Tidwell, Parks & Recreation Director]

In October 2020, the City Council directed staff to create a memorial honoring fallen Addison Police Officer Ronnie Cox and to develop a long-term solution for a larger installation to honor public safety in Addison. The memorial for Officer Ronnie Cox was dedicated on October 2, 2021.

Parks and Recreation Director Janna Tidwell presented a concept for a public art sculpture that will be located in a public safety-themed park in the Addison Circle transit-oriented development. Over the past year, a steering committee that included both the Police and Fire Chiefs developed and released a call for art that received 15 submissions. The committee asked three artists to further develop concepts and ultimately selected Michigan artist Fritz Olsen.

The proposed 12 to 14-foot-tall design embodies the connection Addison has as a community with those who serve and protect. The central forms depict Police in blue and Fire in red, grounding themselves in the center of the circle, which represents the community. They are structurally and metaphorically connected to one another. The upright forms convey strength and confidence as they stand shoulder to shoulder, collaborating and protecting the community. The circle is tilted to imply motion, change, and progress. The circle surrounds, embraces, and supports the shining stars. Depending on the viewpoint, the shapes can appear to represent a torch, a blade, or a star.

The stainless-steel sculpture will be mounted on a stone base and surrounded by circular benches. The Council directed staff to include the \$150,000 project cost in the Fiscal Year 2024 budget, which will be discussed later this summer. The sculpture will likely be completed prior to the park's completion. Staff proposed that it be temporarily located in the courtyard of the Conference and Theatre Centre until it can be relocated to its permanent home.



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## REGULAR MEETING

**Pledge of Allegiance:** United States and Texas Flags

**Announcements and Acknowledgments**

- Proclamation - 30th Anniversary of Chamberlain's Steak & Chop House

**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.*

- Tricia Stuart, 15755 Seabolt: Expressed thanks for the family activities sponsored by the Town.
- Fran Powell, 14796 Lochinvar Ct.: Requested reestablishment of Addison Art Program

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

3. Consider action on the Minutes from the May 23, 2023 City Council Meeting.
4. Consider action on a **Resolution No. R23-053** appointing Bruce Arfsten, Town of Addison Mayor, as the Primary Representative and Bob Dubey, City of Richardson Mayor, as the Alternate to the aggregated position of Representative to the Regional Transportation Council (RTC) of the North Central Texas Council of Governments.
5. Consider action on an **Ordinance No. O23-29** amending Chapter 6, of the Code of Ordinances by amending alcoholic beverage fees, definitions, levy of fees by the Town, adding provisions for non-payment, permit review, and consumption in certain places.

**MOTION:** Mayor Pro-Tempore Resnik moved to approve Consent Agenda Items 3 – 5 as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

**Discussion and Action Items:**

6. Hold a Public Hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) to allow a Religious Institution on 1.28± acres located at the northwest corner of Celestial Road and Winnwood Road (5555 Celestial Road) that is currently zoned Planned Development (PD), through Ordinance No. O91-038. Case 1868-SUP/5555 Celestial Road (White Rock Chapel).

**MOTION:** Council Member Gardner moved to Postpone (Definitely) to the Regular City Council Meeting of Tuesday, June 25, 2023 at 7:30 PM. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

7. Present, discuss, and consider action on **Ordinance No. O23-30** a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Hawkers, located at

5100 Belt Line Road, Suite 430, in order to allow Hawkers to exceed the maximum number of attached wall signs per façade and for the attached wall sign to exceed the maximum letter/logo height. (Case MR2023-04/5100 Belt Line Road, Suite 430 - Hawkers). [Lesley Nyp, Planning & Development Manager]

Hawkers is a new restaurant located within Village on the Parkway at 5100 Belt Line Road, Suite 430. Hawkercs is nearing completion and during the sign review process, staff determined that the proposed signage did not comply. The restaurant group submitted permits for two signs on the west facade including the restaurant name and the logo, with the proposed logo sign exceeding the maximum height. A Meritorious Exception to the Village on the Parkway Special District within the Town's sign code is necessary to allow an additional attached wall sign, as only one is permitted by right, and to allow that sign to exceed the maximum logo height.

Hawkercs has proposed a neon wall sign, featuring their logo, that is 74 inches tall and 74 inches wide, with an effective sign area of 38 square feet. The bottom of the sign is situated approximately 13 feet above grade. The restaurant's logo is 50 inches tall. The sign will be illuminated with skeletal neon. The second sign proposed included the restaurant name, also illuminated with skeletal neon. This sign is 30 inches tall and 228 inches wide, with an effective area of 89 square feet. The bottom of the sign is situated approximately 12.5 feet above grade.

Per the Village on the Parkway Special Sign District, each establishment is only allowed one attached wall sign per façade. The applicant has proposed two attached wall signs on the west façade, creating the need for a Meritorious Exception. Additionally, the proposed 50-inch-tall logo sign exceeds the maximum logo height of 36 inches by 14 inches, also requiring a Meritorious Exception.

The applicant is pursuing a Meritorious Exception to the sign ordinance based on the below code provision:

Town of Addison Code of Ordinances, Chapter 62 (Signs)

Section 62-33. – Meritorious exceptions.

(d)(3) 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.

Staff does not believe that the criteria has been met for a Meritorious Exception to allow an additional sign on the west façade. Allowing an additional sign beyond what is permitted in the Special District undermines the intent of the regulations, which is one attached wall sign per facade, and deviates from the consistent amount of signage throughout the shopping center. Additionally, the proposed sign features the restaurant's logo, therefore is commercial in nature and does not constitute art.

Staff believes the criteria has been met for a Meritorious Exception to allow the sign to exceed the maximum logo height by 14 inches. The proposed sign is unique as it is a circle that only features one symbol, the restaurant's logo, with no additional letters or graphics. The proposed sign utilizes 38 square feet of the allowed 138 square feet of sign area, but due to the logo height requirement and the Hawkercs' logo design, the restaurant is more constrained than other

establishments that may have asymmetrical or linear signage. Additionally, the proposed sign provides a sign that is more appropriately scaled to the tower.

As recommended by staff, Hawkers would have the option to utilize either their logo sign or the restaurant name, however, not both. If Hawkers wished to integrate the logo sign with the restaurant name sign, to create a single sign, that could resolve this issue as well.

**MOTION:** Mayor Pro-Tempore Resnik moved to grant a meritorious exception for Hawkers, a restaurant located at 5100 Belt Line Road, Suite 430, to allow an attached wall sign to exceed the maximum permitted letter/logo height and all other signage on the Property shall comply with Chapter 62 of the Code of Ordinances. Council Member Marlin Willeesen seconded the motion. Motion carried unanimously.

8. Present, discuss, and consider action on **Resolution No. R23-054** approving the installation of a public art piece created by artist David B. Hickman to be located within the Cotton Belt Trail Corridor. [*Janna Tidwell, Parks & Recreation Director*]

The Addison Arbor Foundation (AAF) is proposing to commission five kinetic bicycle sculptures, titled Team Illusion, created by artist David B. Hickman. The sculptures will be located within the Cotton Belt Trail corridor adjacent to the DART Silver Line that is currently under construction.

The five bicycle sculptures will be slightly larger than life-size and will be placed on top of 12-14-foot-tall poles that allow rotation with the wind. It is anticipated that the sculptures will be located near the entrance to the pedestrian bridge that will span Midway Road. The exact location will be finalized when the amenities for the Cotton Belt Trail are designed. AAF has the opportunity to purchase the sculptures from the artist prior to the completion of the trail

construction and staff have identified a location in which they can be stored until the site is ready for installation.



**MOTION:** Mayor Pro-Tempore Resnik moved to approve the installation of the public art piece created by artist David B. Hickman as presented. Council Member Craig seconded the motion. Motion carried unanimously.

9. Present, discuss, and consider action on **Resolution No. R23-055** approving an agreement for professional engineering services between the Town of Addison and Teague Nall and Perkins, Inc. for the design of the Quorum Drive Reconstruction Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$4,421,647. [*Shannon Hicks, Public Works & Engineering Director, Janna Tidwell, Parks & Recreation Director*]

The purpose of this item is to approve a professional services agreement for the design of the reconstruction of Quorum Drive from the DART railroad, just north of Arapaho Road, south to

Dallas Parkway. As part of Proposition B in the 2019 bond election, voters approved a total of \$26.3M for the Quorum Drive Reconstruction Project. This included \$23.4M for civil work and \$2.9M for placemaking.

In October 2022, an RFQ (Request for Qualifications) was posted on BidSync for the design services needed for the project. The RFQ closed on November 21, 2022, with a total of ten Statement of Qualifications (SOQ) received. Following the evaluation, the selection committee chose the top two engineering firms for interviews. Ultimately, Teague Nall & Perkins (TNP) was selected as the most qualified for the project. Town staff then began negotiations with TNP, successfully developed a work scope, and finalized an agreement.

A complete scope of services can be found in exhibit "A" of the agreement, but it generally includes:

- Placemaking and urban design visioning
- Public involvement meetings
- Reports and schematic plans
- Subsurface utility engineering and coordination
- Design of water, illumination, wastewater, drainage, traffic signals, and roadway
- Design of public spaces, landscape, irrigation, and aesthetics Procurement support services
- Right-of-way and easement preparations and acquisition Geotechnical services
- Preparation of construction packages
- Project media, recognition, and awards

The proposed \$4,421,647 design fee aligns with the cost estimates performed as part of the 2019 bond election. In addition to the \$26.3M as part of the 2019 bond election, an additional \$489K in the Self-Funded Streets Fund is available. This brings the total project budget to \$26,791,409. The design is anticipated to take approximately 18 months to complete.

**MOTION:** Deputy Mayor Pro-Tempore Quintanilla moved to approve the Teague Nall & Perkins, Inc. agreement for the design of the Quorum Drive Reconstruction Project. Council Member Willesen seconded the motion. Motion carried unanimously.

10. Present, discuss, and consider action on **Resolution No. R23-056** authorizing publication of notice of intention to issue Town of Addison, Texas Certificates of Obligation; approving the preparation of a preliminary official statement and a notice of sale; and providing for the effective date. [Steven Glickman, Chief Financial Officer]

The attached Resolution provides notice that the Town intends to issue Certificates of Obligation in an amount not to exceed \$4,600,000; that amount encompasses the proposed public infrastructure improvements at Vitruvian Park and roadway improvement projects at the Addison Airport. The Resolution also requires that the notice be published in the Dallas Morning News for two consecutive weeks, with the first publication at least 46 days before the proposed sale as well as posted on the Town's website for 45 consecutive days.

These Certificates of Obligation will be used for the following purposes:

- The Town will be issuing up to \$2,050,000 in Certificates of Obligation for the purpose of public infrastructure improvements in Vitruvian Park. The Town has an investment commitment of approximately \$50M and, to date, has invested approximately \$37M in public infrastructure in Vitruvian Park. After this proposed issuance of up to \$2,050,000, approximately \$11M of investment will remain.
- The Town will be issuing up to \$2,550,000 in Certificates of Obligation for the purpose of funding planned roadway capital improvements projects related to the Addison Airport, serviced by revenue from the Addison Airport, including reconstruction of Jimmy Doolittle Drive and the east side airport service road.

Please note the total potential issuance amount was increased by \$100,000 from the presentation on May 23, 2023, due to volatility in the bond market. In the event the sale does not generate a premium, the proceeds, less issuance costs, will generate \$4.5M in project funds.

**Bond Timetable**

Date	Task
June 19	First Publication of Notice of Intent to Issue Certificates of Obligation in Dallas Morning News
June 24	Post Notice of Intent to Issue Certificates of Obligation on the Town’s website for 45 consecutive days
June 26	Second Publication of Notice of Intent to Issue Certificates of Obligation in Dallas Morning News
WEEK OF JULY 10 <sup>TH</sup> – RATINGS CALLS	
July 26	Receive ratings
August 8	Hold competitive sale for the bonds; Present ordinance authorizing the sale to Council
September 6	Receive proceeds from bond sale

**MOTION:** Mayor Pro-Tempore Resnik moved to authorize publication of notice of intention to issue Certificates of Obligation. Council Member Liscio seconded the motion. Motion carried unanimously.

**Items of Community Interest:**

*The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda.*

**Adjourn Meeting**

There being no further business to come before the City Council, the meeting was adjourned at 8:40 PM.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

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Irma G. Parker, City Secretary



**Council Meeting 2023**

5.

**Meeting Date:** 06/27/2023

**Department:** Public Works

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

**AGENDA CAPTION:**

Consider action on Change Order #1 to the Fiscal Year 2023 contract with Rey-Mar Construction LLC for the construction of the Lake Forest Drive Waterline Upgrades and Wastewater Improvements Project and authorize the City Manager to execute the change order in an amount not to exceed \$1,338,646.40.

**BACKGROUND:**

The purpose of this item is to authorize change order #1 for the Fiscal Year 2023 contract with Rey-Mar Construction, LLC. for the construction of the Lake Forest Drive Waterline Upgrades and Wastewater Improvements Project.

On August 24, 2021, City Council authorized a Professional Services Agreement (PSA) with Dannenbaum Engineering Company for professional engineering services associated with the Lake Forest Drive Waterline Upgrades and Wastewater Improvements Project.

The scope of work for this project includes replacing 1,216 linear feet of water line, 1,020 linear feet of wastewater line, and 5 new manholes. Lake Forest Drive is a private road that is owned by the adjacent property owners. This project will require the removal and subsequent replacement of a portion of the road. The Town is prohibited from using tax dollars to repair or replace other portions of Lake Forest Drive beyond what is required for the replacement of the water and wastewater mains.

Construction bids for the project were advertised on Civcast, and the bid opening took place on February 28, 2023. Unfortunately, no bids were received for the project. Following the bid opening, Town staff promptly explored alternative options to secure a contractor for the project.

In April 2022, the Council approved an Indefinite Quantity Indefinite Duration (IDIQ) contract with Rey-Mar Construction, LLC, for on-call water and sewer line repairs, replacement, and rehabilitation services. This IDIQ contract, amounting to \$150,000 annually, can be renewed for four consecutive years. The estimated construction cost for this specific project is \$1,338,646.40, bringing the total amount allocated to the IDIQ contract for fiscal year 2023 to \$1,488,646.40. Therefore, it is recommended that the Town proceed with the project utilizing this existing contract.

Funding for this project has been allocated from the 2018 Utility Bond Funds, with an original budget of \$1,199,000. The additional \$309,454.40 required for the project will come from the same 2018 bond funds, resulting in a total project amount of \$1,508,454.40.

Description	Amount
Design Cost	\$169,808
Construction Cost	\$1,338,646.40
Total Project Cost	\$1,508,454
Original Project Budget	\$1,199,000
Additional Project Funds Needed	\$309,454.40

A breakdown of the construction costs can be found in the attached Change Order. If approved, Town staff will coordinate with the contractor to determine equipment and material availability to determine the construction notice to proceed date. The notice to proceed is currently anticipated to be in August 2023. The project construction is expected to take five months to complete. Project information and documents can be found on the project website listed below:

<https://addisontexas.net/publicworks-engineering/lake-forest-drive-waterline-upgrades-and-wastewater-improvements-project>

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

Rey-Mar Construction FY23 Change Order #1



**TOWN OF ADDISON CHANGE ORDER FORM**

Change Order Number 1  
Contract: FY23 Annual Utility IDIQ  
Project Manager: Phillip Willis  
Date: 6/6/2023

A. INTENT OF CHANGE ORDER

Addition of \$1,338,646.40 to Rey-Mar Construction’s Utility IDIQ Contract for the Lake Forest Drive Water Line Upgrades and Wastewater Improvements Project. The original contract amount is \$150,000 annually.

B. REASON FOR CHANGE

This will allow the Town to use the IDIQ utility contract for the Lake Forest Drive Water Line Upgrades and Wastewater Improvements Project. Advertisements for bids were put out for the Lake Forest Drive Project and no bids were received. Rey-Mar’s proposal for this project can be found in Section D of this change order form.

C. EFFECT OF CHANGE ON CONTRACT PRICE

This change order will have the following effect on the cost on this contract:

Description	Amount
Original Contract Amount	\$150,000
Total Contract Amount (Including Previous Change Orders)	\$150,000
Amount of this Change Order	\$1,338,646.40
Revised Contract Amount	\$1,488,646.40

D. PROPOSAL

FORT WORTH, TX

2010 E. Lancaster Ave.  
Fort Worth, TX 76103

PHONE (817) 535-3451  
FAX (817) 535-0153

**REY-MAR CONSTRUCTION**

Date: 5-17-2023

Reference: BID PROPOSAL: Water Line Upgrades and Wastewater Improvements  
Lake Forest Drive from Belt Line Road to Cul-De-Sac Dead End

TO: Town of Addison  
ATTN: Phillip Willis II

Our scope of work shall include labor and materials as follows:

- Workers comp., liability insurance, & auto insurance
- (0) Zero Addendum acknowledged
- Per Plans – Dated 1/13/2023
- Valid for 30 Days from Date

REV4

Actual bid form	Units	Qty	Description	Unit Price	Total
1	LS	1	Mobilization (max 5%)	63,800.00	63,800.00
2	LS	1	Bonds & Insurance	49,000.00	49,000.00
3	LS	1	Barricades, Signs, & Traffic Handling	12,900.00	12,900.00
4	EA	1	Project Signs	1,175.00	1,175.00
5	LF	250	Erosion Control Silt Fence. LF	4.10	1,025.00
6	EA	1	Erosion control inlet protection. EA	315.00	315.00
7	EA	1	Stabilized Construction Entrance	3,800.00	3,800.00
8	SY	390	Sod. SY	43.00	16,770.00
9	SY	390	Topsoil. SY	20.00	7,800.00
10	EA	5	Exploratory Vacuum Excavation of existing utilities	3,750.00	18,750.00
11	LF	70	Curb & Gutter replacement & repair, as directed LF	101.00	7,070.00
12	AD	1	Owner's Contingency	50,000.00	50,000.00
13	LS	1	Trench excavation protection (Wastewater Imprmt)	8,650.00	8,650.00
14	LF	1020	8" HDPE (DR-17) WW line by pipe bursting. LF	224.00	228,480.00
15	LF	313	Spin Cast structural epoxy coating existing 8" WW line. LF	360.00	112,680.00
16	EA	17	Remove & Reconnect Service lines w/ cleanout at property line. EA	2,975.00	50,575.00
17	EA	3	Remove Standard 4' diameter WWMH. EA	5,100.00	15,300.00
18	EA	1	Remove WW cleanout. EA	3,050.00	3,050.00
19	EA	5	4' Standard Manhole. EA	16,700.00	83,500.00

20	VF	25	Extra depth for WWMH. VF	350.00	8,750.00
21	LF	1332	Preconstruction CCTV inspection LF	2.10	2,797.20
22	LF	1332	Postconstruction CCTV inspection. LF	2.10	2,797.20
23	LS	1	Temporary wastewater line bypass pumping	33,150.00	33,150.00
24	LS	1	Trench excavation protection (water system)	5,675.00	5,675.00
25	LF	1216	8" PVC (DR18) water line. LF	209.00	254,144.00
26	LF	71	8" PVC (DR18) carrier pipe water line. LF	178.00	12,638.00
27	LF	71	12" steel encasement pipe by bore & jack. LF	610.00	43,310.00
28	EA	7	8" Gate Valve. EA	2,900.00	20,300.00
29	EA	2	Remove & Salvage fire hydrant assembly. EA	2,450.00	4,900.00
30	EA	3	Fire Hydrant assembly. EA	7,700.00	23,100.00
31	EA	2	Connect to existing water main. EA	4,600.00	9,200.00
32	EA	6	Abandon Existing 6" water line pipe in place. EA	3,050.00	18,300.00
33	LF	525	Remove existing 6" water line. LF	29.00	15,225.00
34	EA	32	Remove, replace, and reconnect water service lines	1,075.00	34,400.00
35	CY	5	High early strength (HES) concrete. AS directed. CY	3,650.00	18,250.00
36	LS	1	Temporary water line bypass piping system	32,000.00	32,000.00
37	YD	482	Asphalt removal and replacement. YD - Asphalt replacement to include 6" subgrade flex base & 2" TYPE HMAC	135.00	65,070.00
					<b>\$1,338,646.40</b>

INCLUSIONS: Are as followed:

- Descriptions listed above
- Survey Staking / Layout
- Haul off
- Rock Excavation

EXCLUSIONS: Are as followed:

- Sales Taxes (where applicable)
- Permits of any kind
- Material Testing of any kind
- Impact Fees of any kind
- Any other items not included in this proposal.

E. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, Texas and Rey-Mar Construction, LLC, do hereby agree to append this Change Order Number 1 for the fiscal year 2023 between themselves, for the contract dated 4/13/2022.

  
\_\_\_\_\_  
David Martinez  
General Partner  
Rey-Mar Construction, LLC  
2010 E. Lancaster Ave.  
Fort Worth, Texas 76103

6/8/2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannon Hicks, P.E.  
Director, Public Works and Engineering  
Town of Addison

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Gaines  
City Manager  
Town of Addison

\_\_\_\_\_  
Date

**Council Meeting 2023**

6.

**Meeting Date:** 06/27/2023

**Department:** General Services

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

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**AGENDA CAPTION:**

Consider action on a Resolution approving an agreement with VFC Group, LLC (d/b/a Taylor Lightning Protection, LLC) to install lightning protection for four (4) Town facilities and authorizing the City Manager to execute the agreement in an amount not to exceed \$77,684.28.

**BACKGROUND:**

Lightning strikes caused almost a billion dollars in property damage in the United States in 2022. Adding a lightning protection system to a building provides a designated path for lightning to pass to the ground, thereby helping to protect the structure and the vital electrical, computer, communications, and building automation equipment connected to the building.

The Fiscal Year 2023 Budget includes \$82,000 for the installation of lightning protection systems at the Service Center, Addison Athletic Club, Police/Courts, and Fire Station #1. On April 19, 2023, the Town issued bid number 23-91 for lightning protection systems at these key Town facilities. Bidding closed on May 11, 2023. Taylor Lightning Protection submitted the only bid for an amount of \$77,684.28. After reviewing the submittal and checking their references, staff recommends awarding the bid to Taylor Lightning Protection. This bid is \$4,315.72 below the budgeted amount.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Taylor Lightning  
Bid 23-91

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH VFC GROUP LLC D/B/A TAYLOR LIGHTNING, LLC FOR THE TOWN OF ADDISON LIGHTNING PROTECTION IN AN AMOUNT NOT TO EXCEED \$77,684.28; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize an agreement with Taylor Lightning for the Town of Addison Lightning Protection in conformance with the project documents for City Bid No. RFP 23-91.

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

**SECTION 1.** The City Council hereby approves the contract agreement between the Town of Addison and VFC Group, LLC d/b/a Taylor Lightning for the Town of Addison Lightning Protection in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$77,684.28, a copy of which is attached to this Resolution as **Exhibit A**. 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 **27th** day of **JUNE**, 2023.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

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

**EXHIBIT A**

**CONSTRUCTION SERVICES AGREEMENT  
TOWN OF ADDISON LIGHTNING PROTECTION  
(Bid #23-91)**

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **VFC Group, LLC, DBA Taylor Lightning Protection, LLC**, a Utah Limited Liability Company, hereinafter called “Contractor”, and the **Town of Addison, Texas**, hereinafter called “City”.

**RECITALS**

**WHEREAS**, City desires Contractor to perform certain work and services set forth in Section 1, below; and

**WHEREAS**, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as “services”, specified in the Contract Documents and Section 1 of this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, City and Contractor agree as follows:

**Section 1.     Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Town of Addison Lightning Protection (the “Project”), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2.     Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

**Section 3.     Contract Documents**

- (a) This Agreement is a part of the “Contract Documents”, which include:
  - (1) This Agreement, including all exhibits and addenda hereto;
  - (2) City’s plans, specifications, and all other contract documents for the Project contained in City’s Bid #23-91;
  - (3) City’s written notice(s) to proceed to the Contractor;
  - (4) Properly authorized change orders;
  - (5) Contractor’s Bid Proposal (“Proposal” and/or “Response”); and
  - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision, and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor’s performance of the services for the Project, it shall be the Contractor’s obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on



that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

#### **Section 4. Contractor Obligations**

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination,

or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors, or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

## **Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed SEVENTY-SEVEN THOUSAND, SIX HUNDRED AND EIGHTY-FOUR DOLLARS AND TWENTY-EIGHT CENTS (\$77,684.28) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Deductions; Withholding. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account

of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

## **Section 6. Performance Schedule**

(a) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damaged will be paid for delay.

## **Section 7. Ownership of Project; Bill of Sale; No Liens**

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary, as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF,

EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

**Section 8. Default; Termination; Abandonment**

(a) Default by Contractor. Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

#### **Section 9. Insurance**

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

#### **Section 10. Indemnification**

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER.

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY,

CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

#### **Section 11. Notice**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

#### **Section 12. Sales and Use Taxes**

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

#### **Section 13. Texas Government Code Verifications**

(a) Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that:

(1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(2) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(3) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

**Section 14. Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –  
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Contractor:

TOWN OF ADDISON, TEXAS

VFC GROUP, LLC, DBA TAYLOR  
LIGHTNING PROTECTION, LLC

By: \_\_\_\_\_  
David Gaines  
City Manager

By: Brody Macfarlane  
Brody Macfarlane  
President

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

Date: June 16, 2023

Notice Address:

Notice Address:

Town of Addison  
Attn: City Manager  
P.O. Box 9010  
Town of Addison, Texas 75001  
E: dgaines@addisontx.gov

VFC Group, LLC, DBA Taylor Lightning  
Protection, LLC  
Attn: Brody Macfarlane  
President  
2210 Flutton Drive  
Carrollton, Texas 75006  
E: brody.mcfarlane@taylor-lp.com

Addison Contract ID:  
CSA\_BB\_June 27, 2023\_v1.20220628



## **Solicitation 23-91**

# **Lightening Protection System for Various Town of Addison Locations**

**Bid Designation: Public**



**Town of Addison**

## Bid 23-91 Lightening Protection System for Various Town of Addison Locations

**Bid Number** 23-91  
**Bid Title** Lightening Protection System for Various Town of Addison Locations  
  
**Bid Start Date** Apr 19, 2023 3:18:28 PM CDT  
**Bid End Date** May 11, 2023 2:00:00 PM CDT  
**Question & Answer End Date** May 8, 2023 12:00:00 PM CDT  
  
**Bid Contact** Will Newcomer  
 Purchasing Manager  
  
**Contract Duration** 365 days  
**Contract Renewal** Not Applicable  
**Prices Good for** 90 days  
  
**Bid Comments** \*NO FAX OR EMAIL SUBMITTALS ACCEPTED.

### Item Response Form

**Item** 23-91-01-01 - Fire Station 1/Administration Building  
**Quantity** 1 lump sum  
**Unit Price** \$17,578.48  
**Delivery Location** **Town of Addison**  
Addison Fire Station #1  
 4798 Airport Parkway  
 Addison TX 75001  
**Qty** 1  
  
**Description**  
 Per TOA Spec.

---

**Item** 23-91-01-02 - Police Department  
**Quantity** 1 lump sum  
**Unit Price** \$23,953.73  
**Delivery Location** **Town of Addison**  
Addison Police Station  
 4799 Airport Parkway  
 Addison TX 75001  
**Qty** 1  
  
**Description**  
 Per TOA Spec.

---

Item **23-91--01-03 - Service Center**  
Quantity **1 lump sum**  
Unit Price **\$17,348.91**  
Delivery Location **Town of Addison**  
Addison Service Center  
16801 Westgrove Drive  
Addison TX 75001  
**Qty 1**

**Description**  
Per TOA Spec.

---

Item **23-91--01-04 - Addison Athletic Club**  
Quantity **1 lump sum**  
Unit Price **\$18,803.16**  
Delivery Location **Town of Addison**  
Addison Athletic Club  
3900 Beltway Drive  
Addison TX 75001  
**Qty 1**

**Description**  
Per TOA Spec.

**REQUEST FOR BID****FOR****LIGHTENING PROTECTION SYSTEM FOR  
VARIOUS TOWN OF ADDISON LOCATIONS****BID NO. 23-91****CLOSING: 2:00 PM, MAY 11, 2023, LOCAL TIME****SUBMISSION:**

Request for Bid (hereafter referred to as bids or proposals), in electronic or hard copy, shall include this document, the signature page, and all additional documents as required. Bids/Proposal shall be submitted electronically or if submitting in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below.

**FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.**

**SUBMISSION OF BID/PROPOSAL:** All documents may be submitted electronically through <https://www.bidsync.com>. Electronic submittals are preferred. If paper response is necessary please deliver to:

Town of Addison  
5350 Belt Line Road  
Finance Department  
Dallas, Texas 75254

**MARK ENVELOPE ON OUTSIDE:** "Bid#23-91 Lightning Protection System for Various Town of Addison Locations"

All responses must be received before closing date and time. Bids/Proposals received in the Finance Department after submission deadline shall be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Finance Office shall be the official time of receipt. The right is reserved as the interest of the Town may require to reject any and all bid/proposals and to waive any informality in the bid/proposals received.

VARIOUS TOWN OF ADDISON LOCATIONS LISTED BELOW:

Building

Fire Station 1/Administration Building  
Police Department  
Service Center  
Addison Athletic Club

Location

4798 Airport Parkway, Addison, Tx 75001  
4799 Airport Parkway, Addison, Tx 75001  
16801 Westgrove Dr., Addison, Tx 75001  
3900 Beltway Dr., Addison, Tx 75001

## LIGHTNING PROTECTION SYSTEM FOR VARIOUS TOWN OF ADDISON LOCATIONS

### PART I GENERAL

#### 1.0 OBJECTIVE

- A. To provide the Town of Addison safety for the building and occupants by preventing damage to building structure caused by lightning for the buildings at the locations listed below.

#### 1.1 STANDARDS

- A. The following specifications and standards form a part of this specification:
  - (1) Lightning Protection Institute Installation Standard, LPI 175
  - (2) Underwriters Laboratories, Inc. Installation Requirements, UL96A
  - (3) National Fire Protection Association Lightning Protection Standard, NFPA 780

#### 1.2 SYSTEM DESIGN

- A. The work covered by this section of the specifications consists of furnishing all labor, materials, and items of service required for the completion of a functional and unobtrusive lightning protection system and is to be furnished by the selected contractor.

#### 1.3 SUBMITTALS

- A. Complete design drawings shall be prepared by a lightning protection contractor that employs LPI certified Master Installer Designers showing the type, size, and locations of all grounding, down conductors, through roof/through wall assemblies, roof conductors, and air terminals shall be submitted to the architect and engineer for approval.
- B. Cost – Provide a turnkey solution inclusive of all labor, materials, warranties and any other costs associated with this project. Submit a total cost, and cost by building with itemized detail to prevent future billing issues.
- C. References – Provide a list of five references and contact information for similar jobs.
- D. Bid Bond shall be required. The awarded contractor is responsible for providing, within 10 days after award, Payment bonds for Public Works improvements over \$50,000; Performance and Maintenance Bonds for Public Works improvements over \$100,000.

#### 1.4 QUALITY ASSURANCE

- A. The lightning protection system shall conform to the requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion, a certification letter and warranty by the installing contractor, i.e: Bonded Lightning Protection Systems, Ltd. shall be delivered to the owner. The certification letter and warranty ensure the system has been installed by a contractor who employs LPI certified Master Installer Designers and the building structure is protected by a lightning protection system meeting current standards.
- B. Upon completion of the installation, the Lightning Protection Contractor shall provide a LPI Master Installation Certification, LPI Re-conditioned Certification or LPI Limited Scope Report from the Lightning Protection Institute – Inspection Program (LPI-IP), depending on the lightning protection scope of work.
- C. The Lightning Protection Contractor shall have proven success and experience with this type of work and be a member of the LPI and employ LPI certified Master Installer Designers.
- D. Lightning protection components shall be UL listed and labeled.

**PART II PRODUCTS****2.0 STANDARDS**

- A. The system to be furnished under this specification shall be the standard product from manufacturers regularly engaged in the production of lightning protection materials and shall be the manufacturer's latest approved design. The components shall be UL listed and properly UL labeled.
- B. All materials shall be new and of a design and construction to suit the application where it is used in accordance with accepted industry standards and LPI, UL, and NFPA standard requirements.

QUALIFIED MANUFACTURERS: (1) allG Fabrication  
(2) East Coast Lightning Equipment

**2.1 LIGHTNING PROTECTION MATERIALS**

- A. All materials shall be copper/bronze or aluminum and of the size, weight, and construction to suit the application and used in accordance with LPI, UL, and NFPA code requirements. Class I sized components may be utilized on roof levels 75 feet and below in height. Class II sized components are required for roof levels over 75 feet in height. All mounting hardware shall be stainless steel to prevent corrosion.

**2.2 ALUMINUM MATERIALS**

- A. Aluminum components shall be used on roofs that utilize aluminum, galvalume or galvanized metal roofing components. On aluminum, galvalume or galvanized metal roofs or where aluminum, galvalume or galvanized metal roofing components exist, the entire roof lightning protection system shall utilize aluminum components to ensure compatibility. However, the down leads and grounding shall utilize copper with the bimetal transition occurring at the through roof assembly with an approved bimetal through roof assembly.

**2.3 CABLE CONNECTIONS**

- A. Class I structures shall utilize crimped or bolt type connectors for conductor splices and connections between conductors and other components.
- B. Class II structures shall utilize bolt type connectors for conductor splices and connections between conductors and other components.
- C. Crimp/pressure squeeze conductor supports are acceptable for Class I and Class II structures.

**2.4 GROUNDING**

- A. Ground rods shall be copper-clad steel, 5/8 inch in diameter by 10 feet long.
- B. If a ground counterpoise is required, it shall be a minimum of main size lightning protection conductor.
- C. At least one test well shall be provided for testing purposes.

**2.5 SURGE PROTECTION DEVICES**

- A. A surge protection device at the main electrical service entrance is required by lightning protection standards. The surge protection device must comply with the most current version of UL Standard 1449 as a Type 1 or Type 2 lightning rated unit of 20kA or more. It shall be the responsibility of the Electrical Contractor to furnish and install or verify that such surge protection device is installed on the main electrical service.

**PART III EXECUTION****3.0 INSTALLATION**

- A. The installation shall be accomplished by a professional lightning protection contractor with documented experience that is a member of the LPI and an employer of LPI certified Master Installer Designers of lightning protection systems and UL Listed. For example: Bonded Lightning Protection Systems, Ltd. 1-800-950-7933

with locations in Dallas, Fort Worth, Houston, Austin, San Antonio, Oklahoma, Louisiana, Alabama, Georgia and Tennessee.

- B. A LPI Certified Master Installer shall supervise the installation.
- C. All materials shall be installed in a neat, workmanlike manner. The system shall consist of a complete conductor network at the roof and include air terminals, connectors, splicers, bonds, copper down leads, and proper ground terminals. Copper down lead conductors shall be utilized even when aluminum is required on the roof. Down lead conductors shall not be brought directly through the roof. Through roof assemblies with solid brass, aluminum or stainless steel rods shall be utilized for this purpose. The structural steel framework may be utilized in the installation as outlined by LPI, UL, and NFPA standards.
- D. For pitched roofs with eave height exceeding 50 feet, eave level protection shall be addressed as outlined by LPI, UL, and NFPA standards.
- E. For structures exceeding 200 feet in height, an intermediate loop (potential equalization) shall be addressed as outlined by LPI, UL, and NFPA standards.
- F. For structures exceeding 60 feet in height, a ground counterpoise shall be addressed as outlined by LPI and NFPA standards.

### 3.1 COORDINATION

- A. The lightning protection contractor shall work with other trades to insure a correct, neat and unobtrusive installation. Coordinate installation of lightning protection with installation of other building systems and components, including electrical wiring, supporting structures, and building materials, metal bodies requiring bonding to the lightning protection components and building finishes.
- B. The lightning protection contractor shall be required to coordinate locations of through roofs and submit details of through roof penetrations as required. The roofing contractor shall be responsible for sealing and flashing all lightning protection roof penetrations as per the roof manufacturer's recommendations.
- C. The lightning protection contractor shall use a compatible adhesive to adhere lightning protection components to the roof when required and obtain approval of the compatible adhesive from the roof manufacturer/contractor prior to the installation.
- D. Should the roofing contractor/manufacturer require any special walk pads, membrane patches, pavers, etc. under the lightning protection components, it shall be the responsibility of the roofing contractor to furnish and install such items. The lightning protection contractor shall be responsible for marking the roof with conductor and/or pad locations.
- E. It shall be the responsibility of the lightning protection contractor to assure a common bond to all incoming media such as the main water, gas, and electric and to assure interconnection with other ground systems.

### 3.2 FIELD QUALITY CONTROL

- A. The lightning protection installation shall conform to the requirements and standards for lightning protection systems of the LPI, UL, and NFPA. Upon completion, the following certifications shall be delivered to the owner; a certification letter and warranty by the lightning protection contractor, i.e: Bonded Lightning Protection Systems, Ltd., and a LPI Master Installation Certification, LPI Re-conditioned Certification or LPI Limited Scope Report from Lightning Protection Institute – Inspection Program (LPI-IP), depending on the lightning protection scope of work.
- B. It is recommended the lightning protection system be visually inspected at least annually per NFPA by a lightning protection contractor that is a member of the LPI and UL Listed.
- C. Upon completion of the installation, a systems test shall be performed, and a written test report provided.



**QUALIFICATION AND REFERENCE STATEMENT**

**BIDDER:** Taylor Lightning Protection, LLC

**COMPANY INFORMATION:**

Number of years in business? 17

Number of years at current location? 3 in Carrollton

Do you maintain a permanent commercial business office? Yes

Have you or any present partners or officers failed to complete a contract: No | If yes, give name of owner and/or surety?  
 \_\_\_\_\_

Can you be reached 24 hours a day (in an emergency)? None

Pager# \_\_\_\_\_ Cell Phone# None

Answer Svc# \_\_\_\_\_ Other# \_\_\_\_\_

**CUSTOMER REFERENCES**

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

Company Name	Contact Name	Phone	Email
Intex Electric	Alan Nelson	972-288-8041	alann@intelectric.com
System Electric	Bill Johnson	469-453-0997	bjohnson@systemelectric.com
Dallas Market Center	Randy Zmolik	214-879-8134	rzmolik@dallasmarketcenter.com
Petri Electric	John Seely	972-644-5407	jseely@petri-electric.com
Hurst Electric	Colby Nowlin	817-268-3000	colby@hurstelec.com

## Town of Addison

### Indemnification Agreement

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

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

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

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

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

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

Project/Bid#:

Company Name: Taylor Lightning Protection, LLC

Signature: 

Date: 5/11/2028

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

**REQUIREMENTS**

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

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

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

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

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

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

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

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

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

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

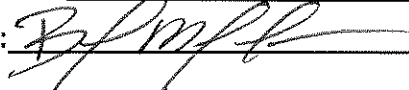
**AGREEMENT**

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

**Project/Bid#** Lightning Protection System for Various Town of Addison Locations/Bid # 23-91

**Company:** Taylor Lightning Protection, LLC

**Printed Name:** Brody Macfarlane

**Signature:**  **Date:** 5/11/2023



### **Interested Parties**

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

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

### **Filing Process**

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

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

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

**BID BOND**

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

PAYMENT BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

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

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

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

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

CONTRACTOR:

SURETY: 1



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

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

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

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

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

\_\_\_\_\_

\_\_\_\_\_

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

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

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

---

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

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

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

**Payment and Performance Bond Contact Sheet**

(1) Claims:

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

---

(Name of surety)

•  

---

  
(Mailing address)

---

  
(Physical address)

---

  
(Phone number)

(2) Texas Department of Insurance Contact Number:

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

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

**PERFORMANCE BOND**

STATE OF TEXAS )

COUNTY OF DALLAS )

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

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

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

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

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

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

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR:

SURETY:1

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

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

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

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

# ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

\_\_\_\_\_

Notary Public in and for the State of Texas

\_\_\_\_\_

Typed or Printed Name of Notary

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

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

\_\_\_\_\_

\_\_\_\_\_

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

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

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

**Payment and Performance Bond Contact Sheet**

(1) Claims:

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

\_\_\_\_\_

(Name of surety)

\_\_\_\_\_

(Mailing address)

---

(Physical address)

---

(Phone number)

(2) Texas Department of Insurance Contact Number:

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

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

**MAINTENANCE BOND**

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

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

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

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

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



**CONTRACTOR:**

**SURETY:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Address of Principal:

Address of Surety:

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

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

# ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

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

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

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

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

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

[Surety]

STATE OF TEXAS )

COUNTY OF DALLAS        )

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

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

\_\_\_\_\_

\_\_\_\_\_

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

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

2-4-13 1 yr

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Information and Instruction Form

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

Section I Company Profile

Name of Business: Taylor Lightning Protection, LLC

Business Address: 90 Cutler Drive  
North Salt Lake, UT 84054

Contact Name: Jay VonDerhaar

Phone#: 469-988-3662

Fax#:

Email: jay.vonderhaar@taylorlp.com

Name(s) Title of Authorized Company Officers: Kirk Partridge CEO  
Travis Vought COO  
Brody Macfarlane President

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

DUN #: 87-3364165  
41664557

Remit Address: If different than your physical address:

releases@vfcgroup.com

Section II Instructions to Bidders

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

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

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

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

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

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

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

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

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

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

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 120 Days.

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

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"  
*Exception to product Manufacturer, Bidder will submit on an Approved Equi.*

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

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

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

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

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

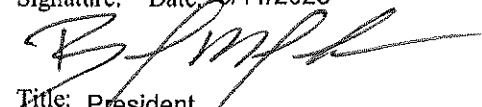
Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices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

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

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

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

Signature: Date: 5/11/2023

  
Title: President

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

10/17/17



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

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

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

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

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

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

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

10. Payment:

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

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

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

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

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

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

13. Warranty - Price:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Seller not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Seller, the Seller shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

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

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

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

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

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas

(excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

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

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

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

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

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

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

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



57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

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

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

60. No Industry Discrimination. The entity contracting with the Town of Addison does not discriminate against firearm and ammunition industries during the term of the contract. Reference SB 19 as it relates to Chapter 2251 of the Texas Government Code. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

## Question and Answers for Bid #23-91 - Lightning Protection System for Various Town of Addison Locations

### Overall Bid Questions

There are no questions associated with this bid.



2210 HUTTON DRIVE STE 102  
 Carrollton, TX 75006  
 P. 817.488.4788  
 O. 877.842.7887  
 QUOTESGS@TAYLOR-LP.COM  
 VFCLP.COM

**QUOTATION #202304-266-A1**

DATE: 5/5/2023  
 PROJECT: Town of Addison Bid # 23-91 – Addison, TX  
 SCOPE: LIGHTNING PROTECTION - LABOR AND MATERIALS

SALESPERSON: Jay V.  
 ESTIMATOR: Derrick M.

**ACCEPT**

**FIRE STATION 1/ADMIN**  
**LIGHTNING PROTECTION**  
**UL CERTIFICATION**  
**P&P BOND:**  
**MAINTENANCE BOND:**  
**TOTAL**

**\$15,735.00**  
**\$1,500.00**  
**\$196.48**  
**\$147.00**  
**\$17,578.48**

**POLICE STATION**  
**LIGHTNING PROTECTION**  
**UL CERTIFICATION**  
**P&P BOND:**  
**MAINTENANCE BOND:**  
**TOTAL**

**\$21,985.00**  
**\$1,500.00**  
**\$267.73**  
**\$201.00**  
**\$23,953.73**

**SERVICE CENTER**  
**LIGHTNING PROTECTION**  
**UL CERTIFICATION**  
**P&P BOND:**  
**MAINTENANCE BOND:**  
**TOTAL**

**\$15,510.00**  
**\$1,500.00**  
**\$193.91**  
**\$145.00**  
**\$17,348.91**

**ATHLETIC CLUB**  
**LIGHTNING PROTECTION**  
**UL CERTIFICATION**  
**P&P BOND:**  
**MAINTENANCE BOND:**  
**TOTAL**

**\$16,935.00**  
**\$1,500.00**  
**\$210.16**  
**\$158.00**  
**\$18,803.16**

**SYSTEM DESCRIPTION, SCOPE, AND NOTES**

This quotation and all other information contained within shall become part of the contract if VFC is awarded this project. All **Labor and Materials** for complete installation. System to be installed by or under the supervision of an LPI Certified Master Installer, who is also listed with UL to install Lightning Protection Systems. Upon completion, System eligible to receive appropriate UL Certification. Sales Tax is included, where applicable. Quotation as per VFC's Standard Terms and Conditions. Payment and Performance Bond is not included.

**LIGHTNING PROTECTION INCLUSIONS:**

- Quotation based on a complete, aluminum/copper, exposed Lightning Protection System for Town of Addison Bid #23-91 (4 Buildings), as per NFPA 780, UL 96A and Google Earth images.
- Due to the amount of metal rooftop units, rooftop aluminum components are factored into pricing on each building.
- (1) Test well is factored into each building quotation.
- Downloads to be ran exposed in PVC conduit. Providing and installing conduit is included.

**WE ARE LIGHTNING PROTECTION**

Click to View our General Terms & Conditions



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## QUOTATION #202304-266-A1

DATE: 5/5/2023  
PROJECT: Town of Addison Bid # 23-91 – Addison, TX  
SCOPE: LIGHTNING PROTECTION - LABOR AND MATERIALS

SALESPERSON: Jay V.  
ESTIMATOR: Derrick M.

- Lift Equipment is included.

### LIGHTNING PROTECTION EXCLUSIONS:

- Although the appropriate adhesive for the Lightning Protection equipment is included, any additional roofing products (e.g. pavers, slip-sheets, flashings, roof jacks, dekties, etc.) are not included, nor its installation.
- As required by UL 96A, a Surge Protection Device at the power service entrance specifically rated to UL 1449 3rd Edition is not included. Unless a compliant SPD is covered elsewhere, VFC's unit may be required for certification. **Add \$500 to Total Price to include VFC's Surge Protection Device.** Its breaker and installation is not included.
- **Cutting/patching, core-drilling, saw-cutting, fireproofing, and removal/replacement of asphalt, concrete, and landscaping is not included.**

**WE ARE LIGHTNING PROTECTION**

Click to View our General Terms & Conditions

**Council Meeting 2023**

7.

**Meeting Date:** 06/27/2023

**Department:** General Services

**Pillars:** Excellence in Asset Management

**Milestones:** Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

**AGENDA CAPTION:**

Consider action on a Resolution approving an agreement with Mexzim Corporation to remodel Fire Station #1 and #2 dormitory rooms and authorizing the City Manager to execute the agreement in an amount not to exceed \$314,235.50.

**BACKGROUND:**

Addison's Fire stations each contain a dormitory room because firefighters work 24-hour shifts. The current dormitories are an open floorplan, common 30+ years ago when Addison's Fire stations were designed. The Fire Department requested and was approved in the Fiscal Year 2023 Budget to remodel dormitory rooms to provide firefighters with more individual privacy for sleeping and changing clothes and to increase the personal locker space provided for uniforms, personal items, and bedding.

The General Services department obtained quotes for the Fire Station Dormitory Remodeling Project through a purchasing cooperative named The Interlocal Purchasing System Cooperative (TIPS). Purchasing cooperatives, such as TIPS, solicit competitive bids from many vendors for products and services for their members. Purchasing through a cooperative streamlines the procurement process for public entities, saving both administrative time and money. These quotes are summarized in the following table.

<b>Vendor</b>	<b>Quoted Cost</b>	<b>Cooperative</b>
Mexzim Corporation	\$314,235.50	TIPS
Native Construction	\$319,625.82	TIPS
Hill and Wilkinson	NO BID	TIPS

Staff recommends Mexzim Corporation. Mexzim has been involved in multiple Town projects, including replacing the Finance outdoor wooden deck, Fire Station #1 and #2 bathroom remodels, Fire Station cast-stone repairs, as well as other renovative and repair work throughout the Town.

The Fire Station Dormitory Remodel Project was approved in the Fiscal Year 2023 Budget for \$300,000. The difference between the budgeted and quoted prices is due to higher-than-expected increases in cost for construction supplies and labor between the budget process and the time of the quote. The project overage will be absorbed using savings from other projects.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution - Mexzim Corporation Fire Dormitory Remodel Project  
Mexzim TIPS Contract Bid

---

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

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH MEXZIM CORPORATION FOR THE FIRE STATIONS 1 AND 2 DORMITORY REMODEL IN AN AMOUNT NOT TO EXCEED \$314,235.50; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to authorize an agreement with Mexzim Corporation for the Fire Stations 1 and 2 Dormitory Remodel in conformance with the project documents for City Bid No. TIPS Cooperative Bid Contract #211001.

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

**SECTION 1.** The City Council hereby approves the contract agreement between the Town of Addison and Mexzim Corporation for the Fire Stations 1 and 2 Dormitory Remodel in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$314,235.50, a copy of which is attached to this Resolution as **Exhibit A.** 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 **27th** day of **JUNE**, 2023.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Bruce Arfsten, Mayor

**ATTEST:**

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

## EXHIBIT A

### CONSTRUCTION SERVICES AGREEMENT FIRE STATIONS 1 AND 2 DORMITORY REMODEL (TIPS Cooperative Bid Contract #211001)

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **Mexzim Corporation**, a Texas Corporation, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

#### RECITALS

**WHEREAS**, City desires Contractor to perform certain work and services set forth in Section 1, below; and

**WHEREAS**, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents and Section 1 of this Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and promises made one to the other herein, City and Contractor agree as follows:

#### **Section 1. Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Fire Stations 1 and 2 Dorm Remodel (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

#### **Section 2. Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

#### **Section 3. Contract Documents**

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
  - (2) City’s plans, specifications, and all other contract documents for the Project contained in TIPS Cooperative Bid Contract #211001;
  - (3) City’s written notice(s) to proceed to the Contractor;
  - (4) Properly authorized change orders;
  - (5) Contractor’s Bid Proposal ("Proposal" and/or "Response"); and
  - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision, and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor’s performance of the services for the Project, it shall be the Contractor’s obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.



#### **Section 4. Contractor Obligations**

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation, and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation, and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services, or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors, or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for

a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies, and investigations.

(i) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

## **Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed THREE HUNDRED AND FOURTEEN THOUSAND, TWO HUNDRED AND THIRTY-FIVE DOLLARS AND FIFTY CENTS (\$314,235.50) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Deductions; Withholding. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

## **Section 6. Performance Schedule**

(a) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damaged will be paid for delay.

## **Section 7. Ownership of Project; Bill of Sale; No Liens**

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary, as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL

OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

**Section 8. Default; Termination; Abandonment**

(a) Default by Contractor. Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall

be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or

- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

#### **Section 9. Insurance**

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

#### **Section 10. Indemnification**

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER.

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF

NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

### **Section 11. Notice**

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

### **Section 12. Sales and Use Taxes**

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

### **Section 13. Texas Government Code Verifications**

(a) Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that:

(1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

(2) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(3) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

**Section 14. Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented, or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –  
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Contractor:

TOWN OF ADDISON, TEXAS

MEXZIM CORPORATION

By: \_\_\_\_\_  
David Gaines  
City Manager

By: Ebbah Realzola  
Ebbah Realzola  
Owner

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

Date: 06/14/2023

Notice Address:

Notice Address:

Town of Addison  
Attn: City Manager  
P.O. Box 9010  
Town of Addison, Texas 75001  
E: dgaines@addisontx.gov

Mexzim Corporation  
Attn: Ebbah Realzola, Owner  
1408 N Riverfront Blvd #110  
Dallas, Texas 75207  
E: ebbah@mexzim.com

Addison Contract ID:  
CSA\_BB\_June 27, 2023\_v1.20220628



# The Interlocal Purchasing System

Purchasing Made Personal



## MEXZIM

Construction Services

mexzim.com

### MEXZIM Corporation

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM**  
**PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER**

	<u>PAYMENT TO</u>		<u>TIPS CONTACT</u>
ADDRESS	1408 N Riverfront Blvd # 10	NAME	David Mabe
CITY	Dallas	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	75207	EMAIL	david.mabe@tips-usa.com

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y**

**HUB: Y**

#### SERVING STATES

TX

#### Overview

<p>MEXZIM Corporation specializes in commercial construction interior finish-out services for office buildings, warehouses, distribution centers, fulfillment centers, manufacturing facilities, restaurants, hotels, retail, medical facilities, and schools. Our mission is to help customers optimize and maximize the utilization & usability of commercial building spaces for a better ROI. Our vision is to build greener and more sustainable commercial spaces using innovative technologies and environmentally viable solutions for a better future! We are woman-owned, minority-owned, and we hold the following certifications: WBE, MBE, DBE, WOSB, EDWOSB, AABE, SDB, HUB. Some of our services are listed below. • Building Construction Material Supply • Ceiling • Countertops • Demolition • Doors & Windows • Drywall & Framing • Electrical • Facility Move-out/Move-in Ready • Fixture Automation • Flooring • HVAC • Painting (Interior & Exterior) • Plexiglass Shields • Plumbing • Project Management</p>

## AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
211001	Job Order Contracting	01/31/2024	See EDGAR Certification Doc.

## CONTACTS BY CONTRACTS

### 211001

Ebbah Realzola	President	(214) 435-3033	ebbah@mexzim.com
Geronimo Arreola	VP	(469) 226-6864	geronimo@mexzim.com

# CITY OF ADDISON FIRE STATION 1 & 2 BUNK ROOM IMPROVEMENTS

ADDISON, TX

CONSULTANTS

PROJECT TITLE

Fire Bunk Room  
Improvements

ISSUE #	DATE	DESCRIPTION
---------	------	-------------

CERTIFICATION

NOT FOR  
CONSTRUCTION

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	2804-01

SHEET TITLE

COVER SHEET

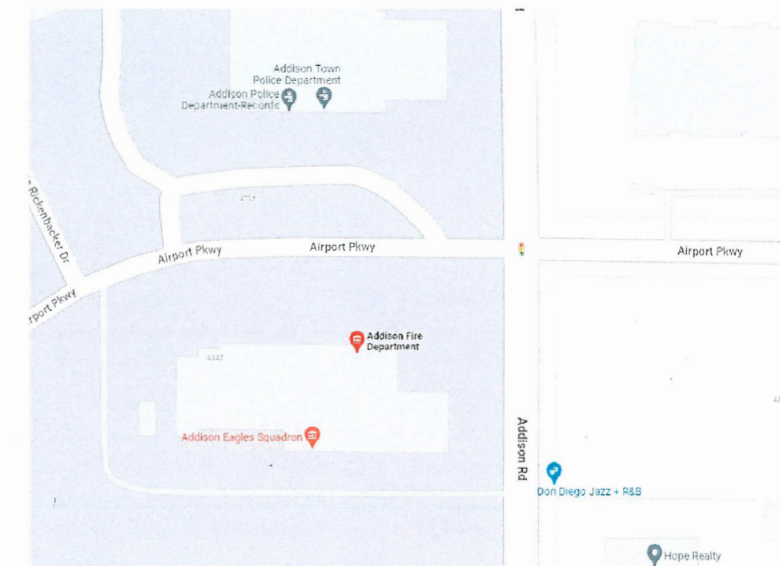
SHEET NUMBER

**G100**

FIRE STATION 1



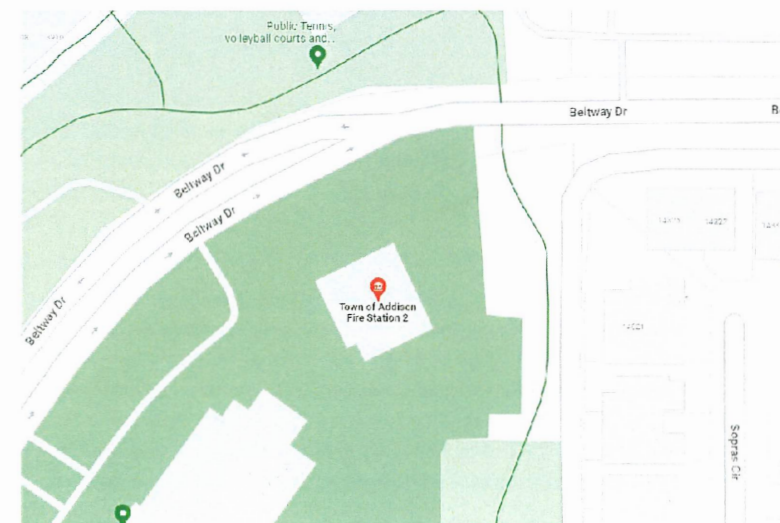
FS1 LOCATION



FIRE STATION 2

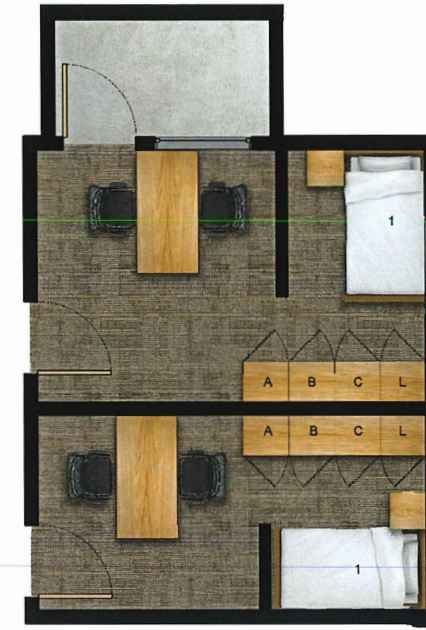


FS2 LOCATION

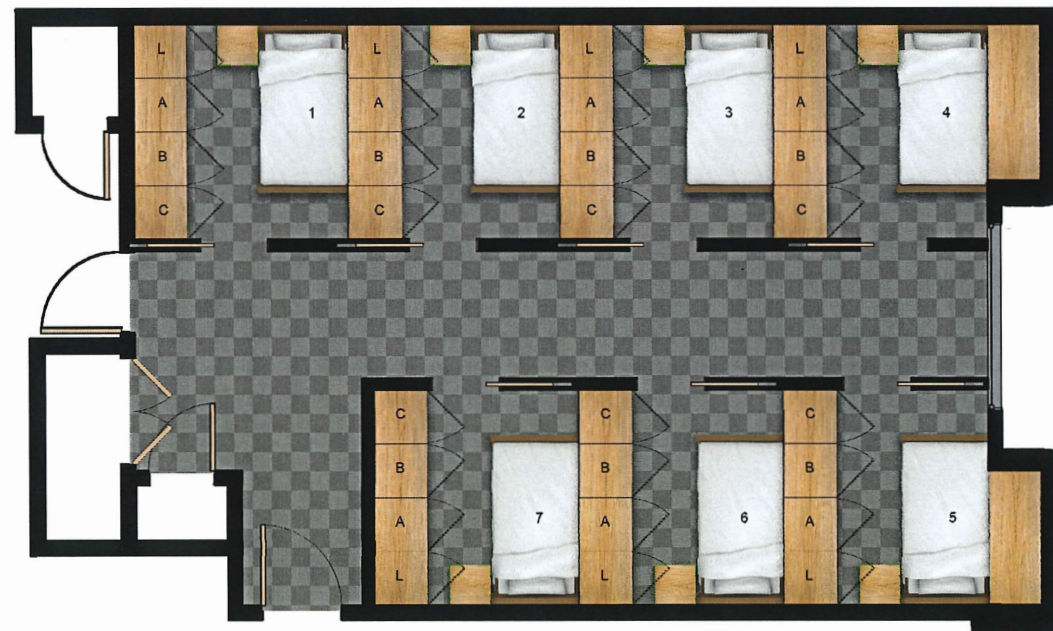




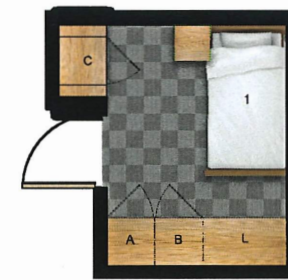
FS1 BUNK ROOM FLOOR PLAN



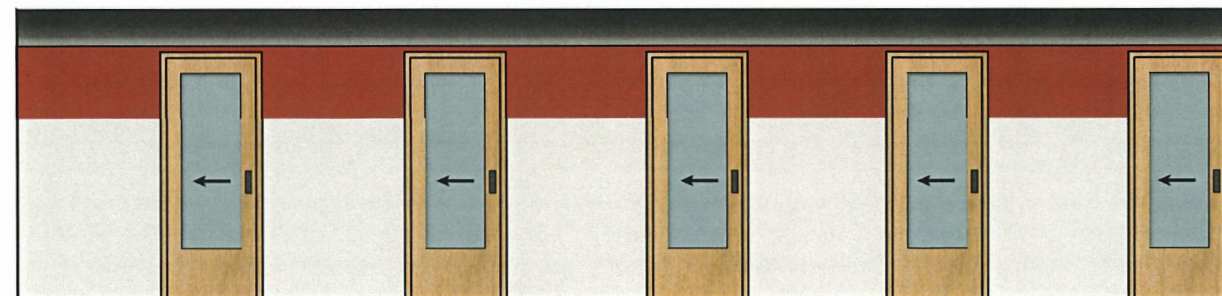
FS1 CAPTAIN'S QUARTERS FLOOR PLAN



FS2 BUNK ROOM FLOOR PLAN

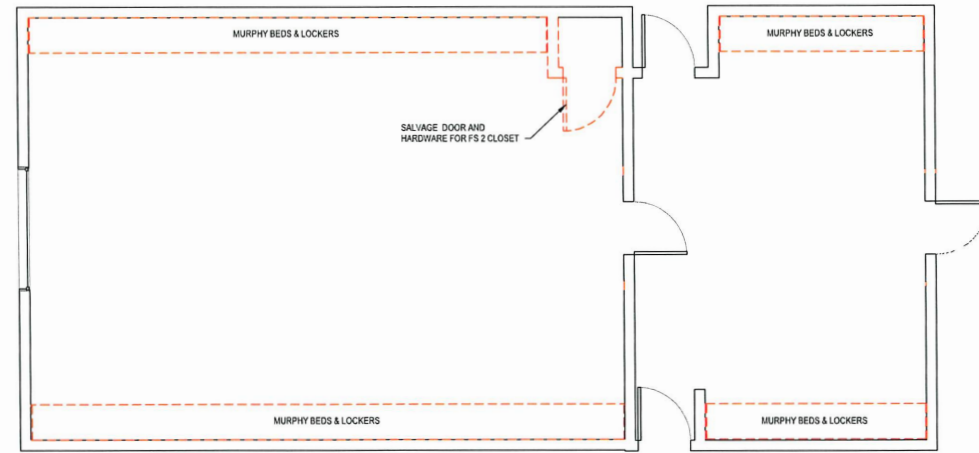


FS2 CAPTAIN'S QUARTERS FLOOR PLAN

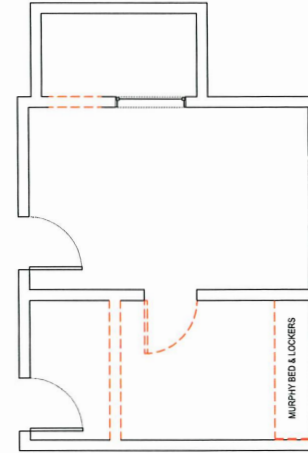


BUNK ROOM AISLE ELEVATION

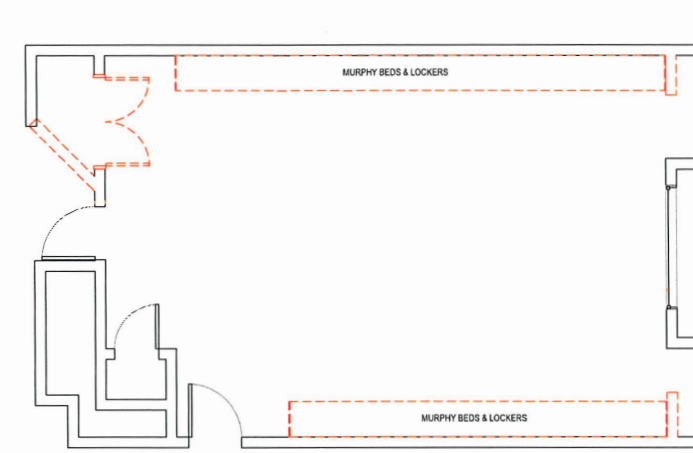
NOT FOR  
CONSTRUCTION



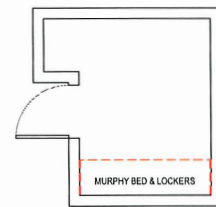
1 FS 1 BUNK ROOM - DEMOLITION PLAN  
1/8" = 1'-0"



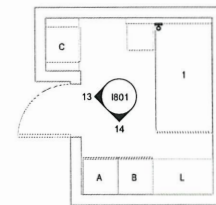
2 FS 1 CAPTAIN'S QUARTERS DEMOLITION PLAN  
1/8" = 1'-0"



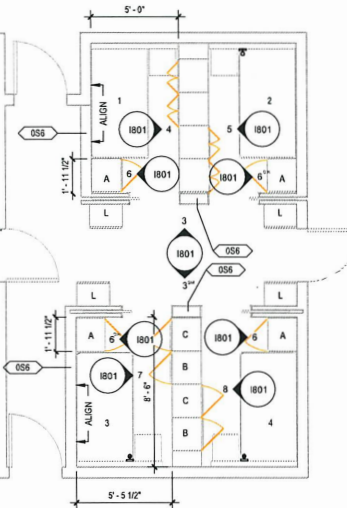
3 FS 2 BUNK ROOM DEMOLITION PLAN  
1/8" = 1'-0"



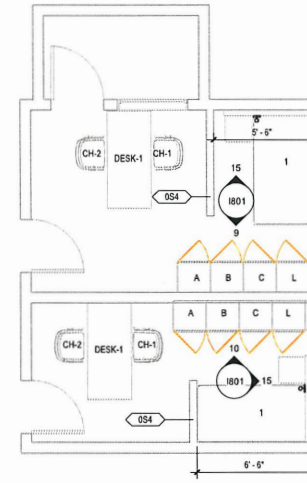
4 FS 2 CAPTAIN'S QUARTERS - DEMOLITION PLAN  
1/8" = 1'-0"



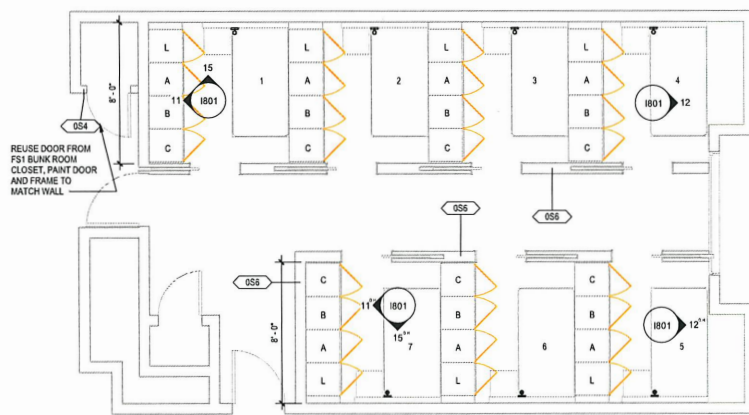
5 FS 1 BUNK ROOM - FLOOR PLAN  
1/8" = 1'-0"



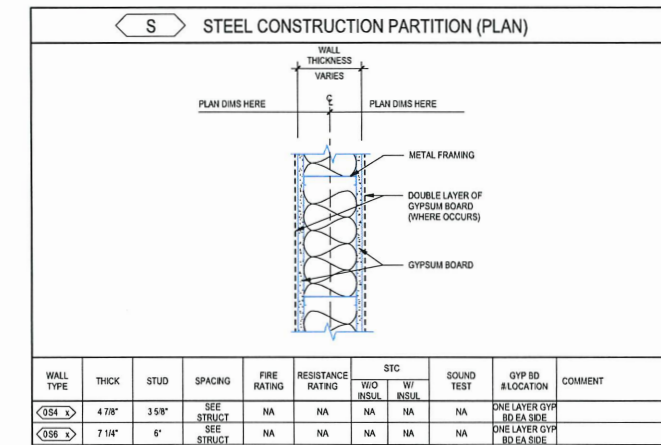
6 FS 1 CAPTAIN'S QUARTERS - FLOOR PLAN  
1/8" = 1'-0"



8 FS 2 CAPTAIN'S QUARTERS - FLOOR PLAN  
1/8" = 1'-0"

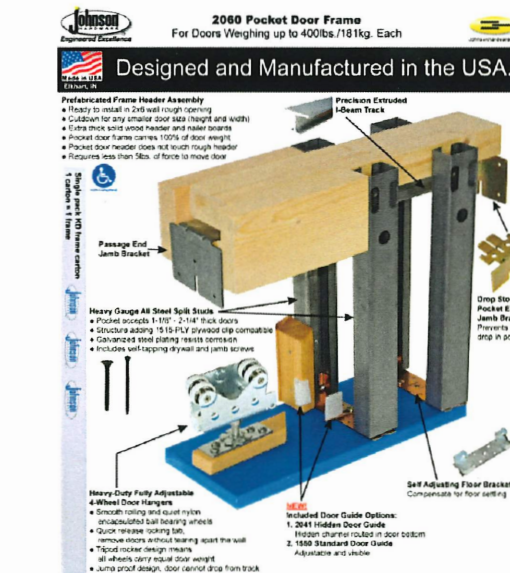


7 FS 2 BUNK ROOM - FLOOR PLAN  
1/8" = 1'-0"

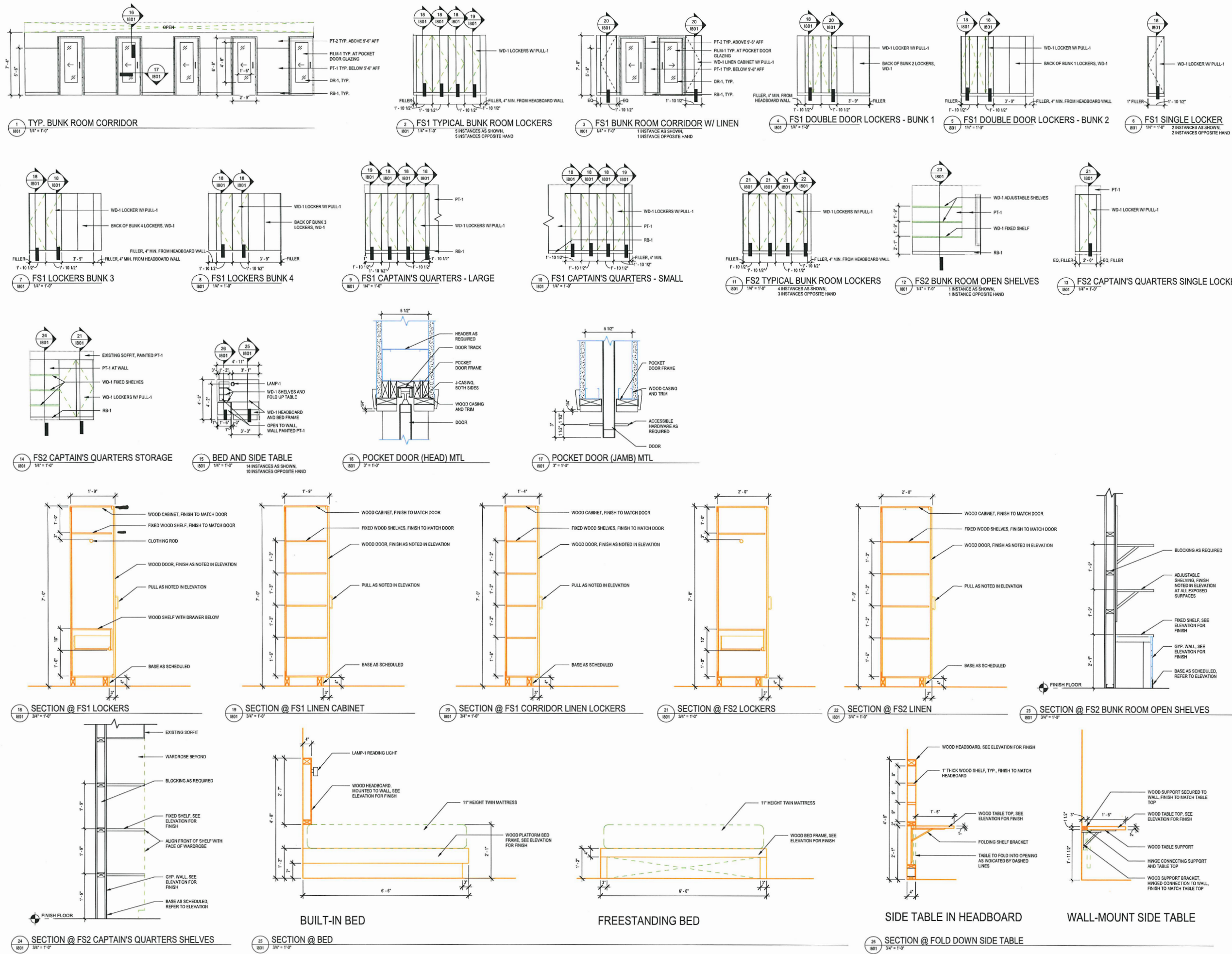


WALL TYPE	THICK	STUD	SPACING	FIRE RATING	RESISTANCE RATING	STC W/O INSUL	STC W/ INSUL	SOUND TEST	GYP BD ALLOCATION	COMMENT
OS4 >	4.78"	3.58"	SEE STRUCT	NA	NA	NA	NA	NA	ONE LAYER GYP BD EA SIDE	
OS6 >	7.14"	6"	SEE STRUCT	NA	NA	NA	NA	NA	ONE LAYER GYP BD EA SIDE	

Mat ID	Description	Manufacturer / Product / Model / Finish	Project Application / Notes
CH-1	Task Chair	Manufacturer: Kimball International Product: Vitall Mesh Back 40 Adjustable Arms Finish: Black Fabric: Duine Black Mesh: Red Quantity: 2	FS1 Captain's Quarters
CH-2	Guest Chair	Manufacturer: Kimball International Product: Vitall Guest Mesh Back Armless Finish: Black Fabric: Duine Black Mesh: Red Quantity: 2	FS1 Captain's Quarters
DESK-1	Desk	Manufacturer: National Product: Renegade Single Pedestal Desk Full Pedestal - Right Pedestal Dimensions: 30-1/2" Depth x 60" Width x 29" Height Finish: Monterey Base, Center-Work Surface Notes: Center Groutcut, Black Level Pull Quantity: 2	FS1 Captain's Quarters
DR-1	Interior Door	Sliding Wood Pocket Door w/ glazing Hardware: Johnson Hardware 2000 Series Heavy-Duty Pocket Door Frame Kit with Standard Door Guide Wood Finish: HD-1 Opening Size: 80"H x 30"W x 1-3/8"D Handle: Rockwell 80010114 Inline Back to Back 9" Pull Handle in Black Finish for Sliding Doors Glazing Size: 18"W x 56"H Casing: 2" Width, HD-1	FS1 Captain's Quarters
FLM-1	Applied Film	Manufacturer: 3M Product: Crystal Glass Finish Client to select desired level of frost effect	Bunk Room Pocket Doors
LAMP-1	Wall Lamp	Distributor: Amazon Product: Aikun LED Adjustable Plug in Wall Spotlight, 12W Black Modern Wall Sconce	Bunk Room Reading Light
PLAM-1	Plastic Laminate	Manufacturer: Wilmar Pattern: Limber Maple 10734-60	All for HD-1
PT-1	Interior Paint	Manufacturer: Sherwin Williams Color: SW 7588 Neutral Ground Finish: Eggshell	Field Wall Paint
PT-2	Interior Paint	Manufacturer: Sherwin Williams Color: SW 2839 Reynolds Copper Red Finish: Eggshell	Upper Wall Accent Paint
PULL-1	Cabinet Pull	Manufacturer: Entak Product: Wire Cabinet Pull Size: 4" Center to Center Finish: Flat Black	Wardrobe Door Pulls
RB-1	Resilient Base	Match to Existing	Base throughout
WD-1	Project Wood	Species: Maple Cut: R/R Finish: Match to PLAM-1; penetrating, oil-based stain to be used	Doors, Shelving, Wardrobes, Bed Frames/Headboards, Side Tables
END			



DR-1 HARDWARE



BIM 1901/2604-01\_A Addison-Fire Bunk Room Improvements\_AI\_2021.rvt  
 5/4/2023 10:38:36 AM

**MEXZIM Corporation**  
1408 N Riverfront Blvd, #110  
Dallas, TX 75207  
(214) 435-3033  
ebbah@mexzim.com  
<https://mexzim.com>



## Estimate

### ADDRESS

Ryan Marsh  
Town of Addison  
16801 Westgrove Dr  
Addison, TX 75001

**ESTIMATE #** 1535

**DATE** 05/31/2023

**EXPIRATION** 06/30/2023

**DATE**

DESCRIPTION	AMOUNT
<b>ADDISON FIRE CENTRAL STATION #1</b> 4798 AIRPORT PKWY ADDISON TX 75001	
<b>FIREMAN DORMS STATION 1</b>	
<b>DEMOLITION/TAPE BED/PRIME PAINT</b> Demo existing millwork Disassemble and demo Murphy bed motors Repair damaged walls post demolition Tape and bed Prime, paint approx. 4,552 sf of existing wall and new walls	26,700.00
<b>POCKET DOORS (14)</b> 120 LF Walls frame $\frac{3}{5}$ studs, drywall Install support posts Provide and install (14) custom pocket doors Custom KD 4 7/8 Black Clear tempered glass Door pull set system SMVF LOPRO Stock Finish Install privacy film 18"x56"	57,133.00
<b>CAPTAIN'S QUARTERS</b> Provide and install 3.0 x 7.0 door frame and door at captain's quarters closet Install hardware	3,800.00
<b>ACOUSTIC CEILING</b>	2,775.00

## DESCRIPTION

## AMOUNT

Replace effected ceiling tiles ONLY from removal of ceiling fans and partitions to match existing tiles

13,800.00

**ELECTRICAL**

Outlets at bunks – Relocate (16) existing outlets at each bunk instead of adding new outlets at each  
Patch and repair wall openings  
Remove existing light dimmer switches at each bunk Safe cap off (16) dimmer light switches  
Patch and repair opening

18,185.00

**FLOORING APPROX. 2,800 SF**

Demo existing carpet flooring throughout  
Float floor  
Install new carpet tile throughout dorms and Captain's quarters  
Install 4" rubber cove base

3,000.00

**DUMPSTERS****\*\*\*EXCLUSIONS**

HVAC  
Plumbing  
Ceiling Lights  
Lockers  
Millwork  
Furniture

Please review estimate, accept, sign, and return to ebbah@mexzim.com. We propose to furnish all labor and material necessary, including surface preparation, miscellaneous repairs to complete the work stated above. Work will be completed in a substantial workmanlike manner. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will be billed. 50% deposit due at start of project. Remaining 50% due upon completion. Payment will be made to MEXZIM Corporation.

TOTAL

**\$125,393.00**



**MEXZIM Corporation**  
1408 N Riverfront Blvd, #110  
Dallas, TX 75207  
(214) 435-3033  
ebbah@mexzim.com  
<https://mexzim.com>



## Estimate

### ADDRESS

Ryan Marsh  
Town of Addison  
16801 Westgrove Dr  
Addison, TX 75001

**ESTIMATE #** 1537

**DATE** 05/31/2023

**EXPIRATION** 06/30/2023

**DATE**

DESCRIPTION	AMOUNT
<b>ADDISON FIRE STATION #2</b> <b>3950 BELTWAY DRIVE ADDISON TX 75001</b>	
<b>FIREMAN DORMS STATION 2</b>	
<b>DEMOLITION/TAPE BED/PRIME PAINT</b> Demo existing millwork Disassemble and demo Murphy bed motors Repair damaged walls post demolition Tape and bed Prime, paint approx. 2,176 sf of existing wall and new walls	12,763.00
<b>POCKET DOORS (7)</b> 65 LF Walls frame $\frac{3}{5}$ studs, drywall Install support posts Provide and install (7) custom pocket doors Custom KD 4 7/8 Black Clear tempered glass Door pull set system SMVF LOPRO Stock Finish Install privacy film 18"x56"	28,563.00
<b>CAPTAIN'S QUARTERS</b> Demo and reinstall 3-0 x 7-0 door at closet reusing existing materials Install hardware	1,260.00
<b>ACOUSTIC CEILING</b>	1,725.00

**DESCRIPTION****AMOUNT**

Replace effected ceiling tiles ONLY from removal of ceiling fans and partitions to match existing tiles

**ELECTRICAL**

Outlets at bunks – Relocate (8) existing outlets at each bunk instead of adding new outlets at each	7,280.00
Patch and repair wall openings	
Remove existing light dimmer switches at each bunk	
Safe cap off (8) dimmer light switches	
Patch and repair opening	

**FLOORING APPROX. 750 SF**

Demo existing carpet flooring throughout	
Float floor	5,785.00
Install new carpet tile throughout dorms and Captain's quarters	
Install 4" rubber cove base	

**DUMPSTERS**

	1,500.00
--	----------

**\*\*\*EXCLUSIONS**

HVAC  
Plumbing  
Ceiling Lights  
Lockers  
Millwork  
Furniture

Please review estimate, accept, sign, and return to ebbah@mexzim.com. We propose to furnish all labor and material necessary, including surface preparation, miscellaneous repairs to complete the work stated above. Work will be completed in a substantial workmanlike manner. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will be billed. 50% deposit due at start of project. Remaining 50% due upon completion. Payment will be made to MEXZIM Corporation.

**TOTAL****\$58,876.00**

**MEXZIM Corporation**  
1408 N Riverfront Blvd, #110  
Dallas, TX 75207  
(214) 435-3033  
ebbah@mexzim.com  
<https://mexzim.com>



## Estimate

### ADDRESS

Ryan Marsh  
Town of Addison  
16801 Westgrove Dr  
Addison, TX 75001

**ESTIMATE #** 1534

**DATE** 06/12/2023

**EXPIRATION** 06/30/2023

**DATE**

### DESCRIPTION

### AMOUNT

#### ADDISON FIRE STATION 1 & 2 DORMS

#### FIRE STATION 1 & 2 DORMS FURNITURE/FIXTURES

129,966.50

Furniture, lockers, fixtures, hardware material  
Installation labor furniture/fixtures/hardware -

#### FURNITURE/FIXTURES PROVIDED BY LEGACY LOCKERS

#### \*\*\*EXCLUSIONS

HVAC  
Plumbing  
Electrical

Please review estimate, accept, sign, and return to ebbeh@mexzim.com. We propose to furnish all labor and material necessary, including surface preparation, miscellaneous repairs to complete the work stated above. Work will be completed in a substantial workmanlike manner. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will be billed. 50% deposit due at start of project. Remaining 50% due upon completion. Payment will be made to MEXZIM Corporation.

TOTAL

**\$129,966.50**



**4433 Bronze Way  
 Dallas, TX 75236  
 Toll Free (866) 937-1088  
 Phone (214) 466-1700  
 Fax (214) 466-1789**

Quote # 43260  
 Salesperson Robb Sharp  
 Quote Date 12/16/2022  
 Revised 5/31/2023  
 Ship Date  
 Source  
 Est-NBD

Project Name: **Addison Fire Department Dorm Furniture--TX (Page 1)**

Town of Addison  
 16801 Westgrove Dr.  
 Addison, Texas 75001  
 214-708-2920

Door Style Plastic Laminate Face; White Back  
 Stain/Finish Wilsonart #10734-60 Limber Maple  
 Locker Interior White Melamine  
 Lock Ojmar Combi Pro W/Pull  
 Edgeband Closest Match (PVC)  
 Hardware Polished Chrome  
 Numbering #1- (Oval)

Product Description	Unit Price	Quantity	Item Total
<b><u>Legacy Standard Materials And Design (NON LEED / NON FSC )</u></b>			
Model A-1, Single Tier Locker (FS1-A,B,C) 80"H x 22.5"W x 21"D 1-Top Shelf, 1-Coat Rod, 1-Drawer W/ Wire Pull, 1-Lock (Priced Separately Below), 1-Number Plate (OVAL) (Per Opening)	\$340.75	48	\$16,356.00
Model A-1, Single Tier Locker (FS1-Linen) 80"H x 22.5"W x 21"D 1-Top Shelf, 3-Additional Shelves, 1-Lock (Priced Separately Below), 1-Number Plate (OVAL) (Per Opening)	\$347.00	12	\$4,164.00
Model A-1, Single Tier Locker (FS1-Linen) 80"H x 22.5"W x 16"D 1-Top Shelf, 3-Additional Shelves, 1-Lock (Priced Separately Below), 1-Number Plate (OVAL) (Per Opening) <u>(Corridor Linen Locker)</u>	\$332.00	4	\$1,328.00
Model A-1, Single Tier Locker (FS2-A,B,C) 80"H x 22.5"W x 24"D 1-Top Shelf, 1-Coat Rod, 1-Drawer W/ Wire Pull, 1-Lock (Priced Separately Below), 1-Number Plate (OVAL) (Per Opening)	\$367.00	21	\$7,707.00
Model A-1, Single Tier Locker (FS2-Linen) 80"H x 22.5"W x 24"D 1-Top Shelf, 3-Additional Shelves, 1-Lock (Priced Separately Below), 1-Number Plate	\$381.50	7	\$2,670.50
Freight ***SEE LAST PAGE***			\$0.00*
<b>*Due to unstable fuel prices a fuel surcharge may apply. Fuel surcharges will be added at time of final invoice.</b>			
Payment Terms ***SEE LAST PAGE***			
Sales Tax ***SEE LAST PAGE***			\$0.00
Notes ***SEE LAST PAGE***			

Authorized by: \_\_\_\_\_ Date \_\_\_\_\_ Total Estimate \_\_\_\_\_  
 Signed and returned proposal serves as binding contract subject to terms and conditions.

Price valid for 60 days  
 Page \_\_\_\_ of \_\_\_\_



**4433 Bronze Way  
 Dallas, TX 75236  
 Toll Free (866) 937-1088  
 Phone (214) 466-1700  
 Fax (214) 466-1789**

Quote # 43261  
 Salesperson Robb Sharp  
 Quote Date 12/16/2022  
 Revised 5/31/2023  
 Ship Date  
 Source  
 Est-NBD

Project Name: **Addison Fire Department Dorm Furniture--TX (Page 2)**

Town of Addison  
 16801 Westgrove Dr.  
 Addison, Texas 75001  
 214 708 2920

Door Style Plastic Laminate Face; White Back  
 Stain/Finish Wilsonart 10734-60 Limber Maple  
 Locker Interior White Melamine  
 Lock Ojmar Combi Pro W/Pull  
 Edgeband Closest Match (PVC)  
 Hardware Polished Chrome  
 Numbering #1- (Oval)

**Product Description**

**Unit Price      Quantity      Item Total**

**Legacy Standard Materials And Design (NON LEED / NON FSC )**

Model A-1, Single Tier Locker (FS2-CPT.Quart) 80"H x 24"W x 24"D \$369.25 3 \$1,107.75  
 1-Top Shelf, 1-Coat Rod, 1-Drawer W/ Wire Pull, 1-Lock (Priced Separately Below), 1-Number Plate (OVAL) (Per Opening)  
(A, B, C Lockers)

Model A-1, Single Tier Locker (FS2-CPT.Quart) 80"H x 24"W x 24"D \$383.75 1 \$383.75  
 1-Top Shelf, 3-Additional Shelves, 1-Lock (Priced Separately Below), 1-Number Plate (OVAL) (Per Opening)  
(Linen Locker)

Ojmar Combi Pro W/Pull \$41.75 96 \$4,008.00

Manager Bypass Key \$10.00 5 \$50.00

Laminate Back Panel 84"H x 26"W \$194.25 60 \$11,655.00

Laminate Single End Panel (FS1-CPT.Quart) 80"H x 20.25"W \$112.00 2 \$224.00

Laminate Single End Panel (Corridor Linen) 80"H x 15.25"W \$81.25 6 \$487.50

Laminate Filler Panel 80"H x 24"W \$95.00 22 \$2,090.00

Legacy 4"H Base Package -Preassembled In Sections Per Layout With Matching Trim \$4,525.00 1 \$4,525.00

Freight \*\*\*SEE LAST PAGE\*\*\* \$0.00\*

**\*Due to unstable fuel prices a fuel surcharge may apply. Fuel surcharges will be added at time of final invoice.**

Payment Terms \*\*\*SEE LAST PAGE\*\*\*

Sales Tax \*\*\*SEE LAST PAGE\*\*\* \$0.00

Notes \*\*\*SEE LAST PAGE\*\*\*

Authorized by: \_\_\_\_\_ Date \_\_\_\_\_ Total Estimate

Signed and returned proposal serves as binding contract subject to terms and conditions.

Price valid for 60 days  
 Page \_\_\_\_ of \_\_\_\_



**4433 Bronze Way  
 Dallas, TX 75236  
 Toll Free (866) 937-1088  
 Phone (214) 466-1700  
 Fax (214) 466-1789**

Quote # 44301  
 Salesperson Robb Sharp  
 Quote Date 12/16/2022  
 Revised 5/31/2023  
 Ship Date  
 Source  
 Est-NBD

Project Name: **Addison Fire Department Dorm Furniture--TX (Page 3)**

Town of Addison 16801 Westgrove Dr. Addison, Texas 75001 214 708 2920	Door Style Stain/Finish Locker Interior Lock Edgeband Hardware Numbering	Plastic Laminate Face; White Back Wilsonart 10734-60 Limber Maple White Melamine Ojmar Combi Pro W/Pull Closest Match (PVC) Polished Chrome #1- (Oval)
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<b>Product Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Item Total</b>
<b><u>Legacy Standard Materials And Design (NON LEED / NON FSC )</u></b>			
Furnish and Install Locker and Linen Cabinets - Based on Non Union	\$14,700.00	1	\$14,700.00
Furnish and Install Plastic Laminate Millwork 1-Lot (24) Plastic Laminate Headboard and Bedframes, (24) Plastic Laminate Folding Night Stands, (3) Plastic Laminate Tall Open Cabinets <u>- Based on Non Union</u>	\$57,010.00	1	\$57,010.00

Freight Ship To: Addison, TX 75001 (Legacy Box Truck...Lift Gate And Unloading Included) \$1,500.00

**\*Due to unstable fuel prices a fuel surcharge may apply. Fuel surcharges will be added at time of final invoice.**

Payment Terms 50% Deposit Due Prior To Production, Balance Due (1) Week Prior To Ship Date

Sales Tax Not Included In Estimate (Please Submit Tax Exempt/Resale Certificate) \$0.00

Notes Any item/service not specifically mentioned IS NOT INCLUDED in this estimate. Lockers are shipped fabricated per Legacy Lockers Standard Architectural Specifications. Please call Robb Sharp (214) 466-1714 with any questions

References Fairview Fire Department  
 Forney Fire Department  
 Midlothian Fire Department

Authorized by: \_\_\_\_\_ Date \_\_\_\_\_ Total Estimate

**\$129,966.50**

Signed and returned proposal serves as binding contract subject to terms and conditions.

Price valid for 60 days  
 Page \_\_\_\_ of \_\_\_\_

## **Council Meeting 2023**

8.

**Meeting Date:** 06/27/2023

**Department:** Information Technology

**Pillars:** Innovative in Entrepreneurship & Business

**Milestones:** Promote Silver Line Development

---

### **AGENDA CAPTION:**

Present, discuss and consider action on a Resolution approving a Fourth Amended and Restated Memorandum of Understanding (MOU) between the Town of Addison and Co-Developers AMLI Residential and Stream Realty Partners for the Addison Circle Area Transit Oriented Mixed-Use Development Project and authorizing the City Manager to execute the Fourth Amended and Restated MOU.

### **BACKGROUND:**

At its April 12, 2022 meeting, the City Council approved a Memorandum of Understanding (MOU) between the Town and a co-developer team of AMLI Residential and Stream Realty Partners to execute a multi-phase, transit-oriented mixed use development on Town and DART owned land in the vicinity of the future Addison Silver Line Station. Since that time three subsequent amendments to the MOU were approved as the Town and the developer team worked to advance the due diligence, zoning and concept plan process, and draft incentive agreements, ground leases and other documents necessary to advance the project.

- The first amendment to the MOU, approved on November 8, 2022, provided an updated project schedule and due diligence period.
- The second MOU amendment, approved on January 10, 2023, included minor modifications to the office and restaurant/retail/entertainment square footage, the number of multi-family residential units and associated parking and site improvements. The second amendment also included refinements to the project schedule and set conditions for the developer team to pursue a new partner for the retail/restaurant/entertainment node at the core of the project.
- The third amended MOU, approved on April 25, 2023, reflected changes to the project schedule and amended the terms and conditions of public incentives to support the development, reflecting the changing conditions for construction and financing costs.

This fourth amendment includes refinements to the public incentives and changes in the size and design of the parking garages that will serve the office, retail and multi-family components of the project.

The attachments will be posted on an amended agenda.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Presentation - MOU

4th Amended/Restated MOU

MOU\_Fourth Amended RE-LINE

---



**Fourth Amendment to the  
Memorandum of  
Understanding for  
Development Around the  
Addison Silver Line Station**

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. The circle is set against a blue background that has a white diagonal line running from the top-left to the bottom-right, creating a triangular shape on the right side of the page.

## Preferred Development Partner

- The team of AMLI Residential/Stream Realty Partners was chosen through a competitive RFP process as the master developers for land owned by the Town and DART around the Addison Silver Line rail station.



## **Phase I – Addison Road and Festival Way**

- Six-story 160,000 square foot Class A office building
- 3,800 square feet of retail space
- 466 space parking garage

## **Phase I – Retail/Restaurant/Entertainment – Facing Addison Circle Park**

- Indoor - outdoor entertainment and dining venues oriented around a central greenspace

## **Phase I – Quorum Drive, Festival Way and Arapaho Road**

- Two multi-family buildings
  - High rise: 14 stories and 270 units with 10,000 square feet of retail space
  - Mid rise: 7 stories and 412 units with 5,000 square feet of retail space

## **Phase II – DART Property at Quorum Drive and Arapaho Road**

- Six-story 150,000 square foot Class A office building integrated with an 850-space parking garage
- Contains structured parking for DART riders and contemplates potential reconfiguration of bus, rail, and other mobility operations

## **Phase III – DART Property at Addison Road and Arapaho Road**

- 120 room boutique hotel

## **Project Timeline**

- Phase I construction commences in 2025
- Estimated project completion (all phases) in 2028

# Fourth Amended Memorandum of Understanding

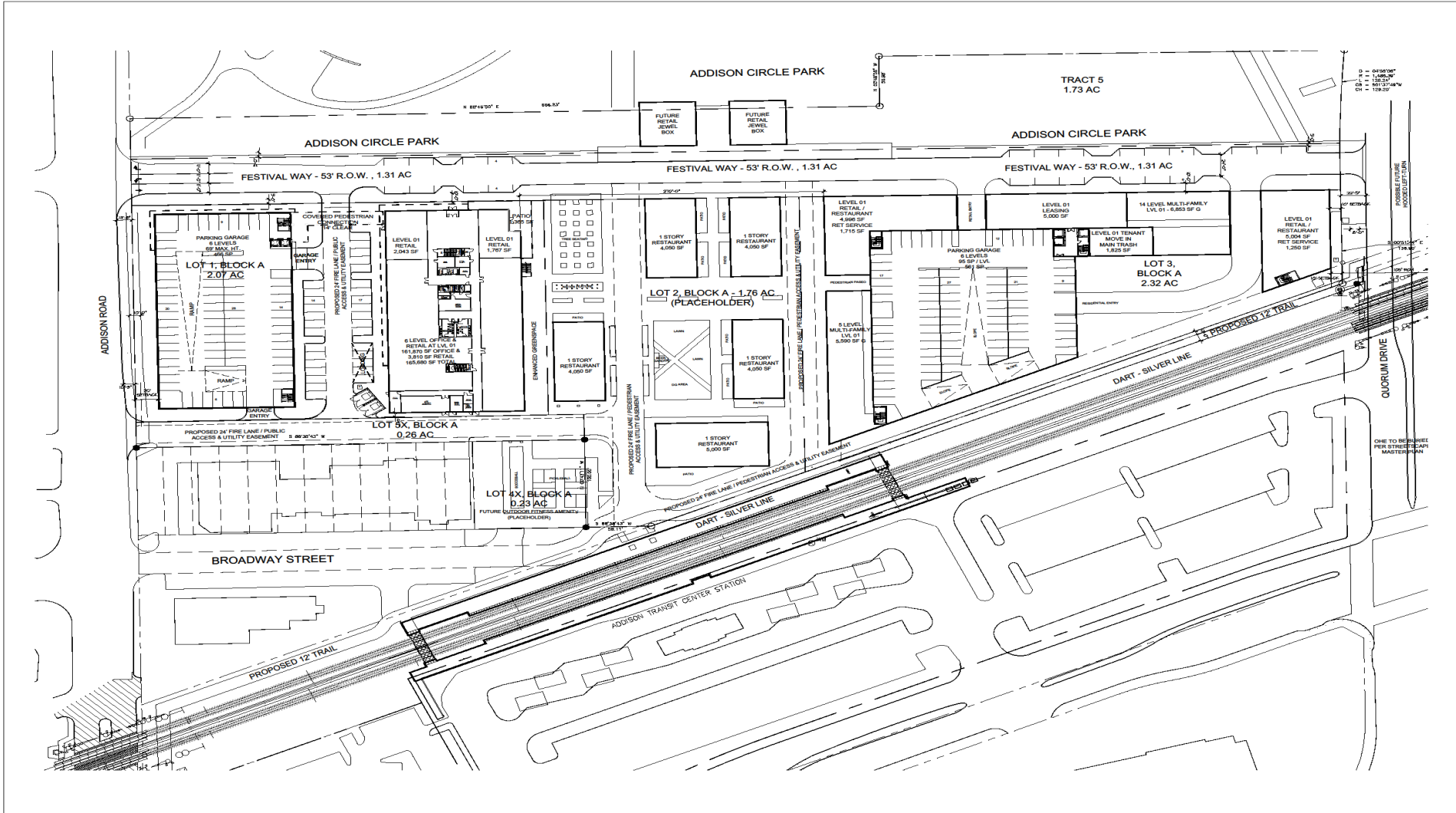
ADDISON



## Changes to Phase I Plan (Will require amending the PD zoning)

- **Stream Office Building and Parking Garage**
  - 150 parking spaces for retail/restaurant/entertainment node moved to AMLI tower garage
- **AMLI Multi-Family Tower and Parking Garage**
  - Height of tower increases from 13 stories to 14 stories
  - Western part of building steps down to 7 stories and then 5 stories
  - Parking garage changed from podium design to a wrap design with the addition of 150 retail parking spaces
  - Trash and service area for retail/restaurant/entertainment tucked under building

# Fourth Amended Memorandum of Understanding



ADDISON CIRCLE STATION PHASE 1  
 OWNER/APPLICANT: AMLI RESIDENTIAL  
 ATT: JOE BRUCE  
 5057 KELLER SPRINGS RD,  
 ADDISON, TX 75001  
 PH 972-265-6792  
 STREAM REALTY  
 ATT: RAMSEY MARCH  
 2001 ROSS AVE, STE 400  
 DALLAS, TX 75201  
 PH 214-267-0477

**ISSUE / REVISION LOG**

DATE	DESCRIPTION

**OBRIEN**  
 STEFAN HAESSIG  
 1722 ROUTH STREET  
 SUITE 122  
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TOWN PROJECT NUMBER: 1880-2  
 ADDISON CIRCLE STATION  
 LOT 1, 2, 3, 4, 5X, 6X BLOCK A  
 LOT 1X BLOCK C  
 LOT 2X BLOCK D  
 TRACT 5  
 C.T.W. B-S-BEN SURVEY, ABSTRACT NO. 452  
 CITY OF ADDISON  
 TOWN OF ADDISON, COUNTY OF  
 DALLAS, STATE OF TEXAS

DATE	ARCH PROJ. #	SCALE
06-20-23	202182	1"=40'-0"

SHEET NO.

SP-88

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# Fourth Amended Memorandum of Understanding

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

## **Original Memorandum of Understanding (MOU)**

- Approved on April 12, 2022

## **First amendment to the MOU**

- Approved on November 8, 2022
- Updated project schedule and due diligence period

## **Second amendment to the MOU**

- Approved on January 10, 2023
- Included minor modifications to:
  - office and restaurant / retail /entertainment square footage
  - number of multifamily residential units, associated parking, and site improvements
  - refinements to project schedule
  - set conditions for developer team to pursue a new partner for the retail / restaurant / entertainment node at the core of the project



## Third amendment to the MOU

- Approved on April 25, 2023
- Modified the following Stream economic development incentives:
  - Town financing for the parking structure, with Stream to pay all debt service costs in excess of \$6 million Town contribution, and allocation of parking spaces between public and tenants.
  - Reduction in term of Towns' proposed Office Master Lease from 5 years to 3 years but retaining the same level of investment (\$10.35 million).



## Third amendment to the MOU

- Modified the following AMLI economic development Incentives:
  - Allow pre-paid ground rent to be refundable provided AMLI meets specific plan submittal deadlines.
  - Annual ad valorem tax incentive for AMLI, up to \$6.5 million cumulatively, if needed to address a projected gap in the required and actual Return on Costs (ROC) for the project.
  - Conversion of proposed 10-year, \$1.5 million sales tax rebate to infrastructure reimbursement grant.



## Fourth Amendment to the MOU – Stream

- Reduce parking garage incentive from \$6 million to \$4.1 million in response to retail parking being moved to AMLI tower garage
- Reduce the Master Office Lease value from \$10,350,000 to \$8,625,000 and change term from 3 years to 2.5 years.



# Fourth Amended Memorandum of Understanding

ADDISON

## Fourth Amendment to MOU – AMLI

- Town contributes \$3.4 million in bond funding for inclusion of the retail parking spaces in the tower parking garage. The retail parking spaces must be open to the public.
- Annual ad valorem tax incentive increased from 5 years to 6 years and from \$6.5 million to \$8 million cumulatively, if needed.
- \$1.5M retail sales tax incentive is applied to tax incentive instead.
- Town to reimburse for multi-family off-site infrastructure costs.



# Town's Participation – Stream, AMLI and Retail Node



## Phase I Incentive Requests (Estimated Value)

	Original MOU	Third Amended MOU	Current Proposal
Office Land Contribution (2.0 acres)	\$ 2,000,000	\$ 2,000,000	\$ 1,700,000
Office Lease Commitment (Potential Cost over 3 years)	\$ 10,350,000	\$ 10,350,000	\$ 8,625,000
Office Parking Garage Contribution	\$ 6,000,000	\$ 6,000,000	\$ 4,100,000
Retail Parking Garage Contribution			\$ 3,400,000
Public Infrastructure Costs (Retail Node) (If Needed)	\$ 1,500,000	\$ 3,000,000	\$ 1,500,000
Sales Tax Rebate (Retail Node) Cap	\$ 1,500,000	\$	\$
Permit Fee Waivers (Developers Pay \$519,576)	\$ 1,560,302	\$ 1,560,302	\$ 1,560,302
AV Tax Grant Max (If Needed)		\$ 6,500,000	\$ 8,000,000
Infrastructure Reimbursement*	\$ 4,400,000	\$ 7,500,000	\$ 9,000,000
	<b>\$ 27,310,302</b>	<b>\$ 36,910,302</b>	<b>\$ 37,855,302</b>

\*Current estimate of infrastructure reimbursement could range from \$5M - \$10M

# Project Timeline

## Phase 1

- **Revisions to PD Zoning Approved by City Council** **October 30, 2023**
- **Execution of All Definitive Agreements** **October 30, 2023**
- **AML I Submits Infrastructure Plan** **April 15, 2024**
- **Stream Submits Office/Parking Garage Building Permit Application** **October 30, 2024**
- **AML I Submits Tower Building Permit Application** **October 30, 2024**
- **Stream Starts Construction on Office/Parking Garage** **March 2025**
- **AML I Starts Construction on Tower** **March 2025**
- **AML I Starts Construction on Podium** **May 2026**

## Short Term

- Town and developers to finalize terms of financial transactions, development agreements, economic development incentives and other definitive agreements, by October 31, 2023.
- Developer to submit revised PD zoning request.
- Town and DART to finalize master lease for DART property.

## Long Term

- Developers to submit detailed construction plans and building permits to commence construction.



**QUESTIONS?**



**FOURTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF ADDISON, AMLI RESIDENTIAL, AND  
STREAM REALTY FOR THE ADDISON CIRCLE AREA  
TRANSIT ORIENTED DEVELOPMENT PROJECT**

This Third Amended and Restated Memorandum of Understanding (“MOU”) is effective as of June 27, 2023 (the “Effective Date”) between the Town of Addison, Texas (“City” or “Addison”), and AMLI Residential Partners, LLC (“AMLI”) and Stream Realty Acquisition, L.L.C. (“Stream”) as co-developers, collectively referred to herein as (“Co-Developers”) (each a “party” and collectively the “parties”), acting by and through their authorized representatives.

**RECITALS**

**WHEREAS**, the parties entered into this MOU to engage in negotiations related to a proposed mixed-use development within the City that will create a first-class regional destination by extending Addison Circle to the new DART Silver Line rail station (the “Project”); and

**WHEREAS**, the purpose of this MOU is to set forth the general understanding of the parties with regard to the Project and the terms and conditions of the Definitive Agreements that will ultimately govern the development of the Project: and

**WHEREAS**, the parties previously executed a First Amended MOU approved by the City on November 8, 2022, a Second Amended MOU approved by the City on January 10, 2023, and a Third Amended MOU approved by the City on April 25, 2023; the parties now find it necessary to make additional amendments to the MOU; and

**NOW, THEREFORE**, in consideration of the expressions of intent and representations set forth herein, the parties agree as follows:

**1. PROJECT DESCRIPTION**

1.1. Master Concept Plan. The Project will be a transit-oriented (herein “TOD”), mixed-use development consisting of three (3) phases that will be developed in general conformance with the formal proposal submitted by Co-Developers, including all agreed amendments thereto (the “Proposal”), and the revised Master Concept Plan attached as Exhibit A to this MOU (the “Master Concept Plan”), subject to the terms, covenants, and conditions contained in the Definitive Agreements (defined herein). It is acknowledged and agreed by City and Co-Developers that the Master Concept Plan is subject to additional modification upon mutual agreement of the parties prior to execution of the Definitive Agreements.

1.2. Project Improvements. The completed Phase 1 of the Project will, at a minimum, include the following improvements: (i) Class A office building, (ii) Class A residential high-rise facilities, (iii) high-quality retail/restaurant/entertainment facilities designed to encourage activation of Project site, (iv) outdoor park and open space activation features, (vii) upgraded hardscapes, landscapes and pedestrian areas, (viii) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The completed Phases 2 and 3 of the Project will, at a minimum include the following improvements: (i) Class A office building, (ii) a DART transit station and associated parking, (iii) a boutique hotel, (iv) upgraded hardscapes, landscapes and pedestrian areas, (v) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to negotiation of deal terms between the

Parties, City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The minimum required improvements described in this section are collectively referred to herein as the “Improvements”.

1.3. Project Administration. Co-Developers will be generally responsible for Project administration and agrees that it will finance, design, develop, construct and market the Project in conformance with this MOU and the Definitive Agreements. Co-Developers will be required to consult with City regarding the administration of the Project in conformance with the terms of the Definitive Agreements.

1.4. Minimum Developer Investment; Incentives. The parties anticipate that the Project will be developed in three (3) phases with a total development cost of not less than \$466,040,000.00, including a minimum investment of \$367,773,000 by Co-Developers in phase 1 of the Project (inclusive of incentives), as more particularly described in Section 2 of this MOU. For all purposes of this MOU, the minimum investment amount includes hard construction costs as well as soft costs attributable to the Project (including design costs, development fees, feasibility studies, legal costs, permitting, contributions, incentives, operating deficit reserves, internal financing and fees). The parties acknowledge that maintaining the agreed minimum investment in the Project is essential to the successful development of the Project and shall be a condition precedent to City’s obligation to provide the various public incentives set forth in this MOU. Co-Developers will therefore be required to certify the development costs for each component and phase of the Project. In the event Co-Developers’ minimum investment is below the agreed minimum investment for any component of the Project, the City’s incentives related to that component of the Project will be offset by an amount equal to the difference between the agreed minimum investment and the actual investment (e.g., the cap on permit fees and/or infrastructure costs may be increased in an equivalent amount).

1.5. Definitive Agreements. Promptly following the Effective Date of this MOU, the parties will negotiate in good faith mutually satisfactory Definitive Agreements and related documents with respect to the Project (the “Definitive Agreements”), which shall provide for construction of the Improvements and be phased in conformance with Section 2, below. The parties anticipate that the Definitive Agreements will include the following:

- (a) AMLI Tower Ground Lease
- (b) AMLI Podium Ground Lease
- (c) AMLI Retail Ground Lease
- (d) Stream Purchase and Sale Agreement
- (e) Stream Master Office Lease with Addison
- (f) Parking Agreements between Addison and Co-Developers
- (g) Master Incentive Agreement between AMLI, Stream and Addison
- (h) AMLI and Stream Form of Guarantee
- (i) Addison License Agreement (for activation of Festival Way, Quorum Drive, and park/open space area)
- (j) POA and CCR for Phase 1
- (k) Approved Phase 1 Concept Plans
- (l) Addison PD Ordinance Number O-23-8 (including any subsequent amendments thereto)

## **2. PROJECT PHASES; SCOPE AND ECONOMICS**

### **2.1 Phase 1 Scope:**

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$367,773,000 in connection with the Improvements for phase 1 of the Project. The parties anticipate that Stream will invest a minimum development cost of \$75,000,000 and AMLI will invest a minimum development cost of \$292,773,000 for phase 1 of the Project.
- (b) *Platting; Governing Property Agreements.* The parties anticipate that each component of the development will be platted as a separate lot to accommodate future disposition of the various components. The parties (together with DART) will agree to amenable CC&Rs allowing for a cohesive class-A TOD mixed-use development that provides superior connectivity, security, and maintenance obligations commensurate to other high-quality, similar TOD developments in DFW. The parties will also create a property owner’s association (POA) to maintain the open/shared space in the development, which the parties anticipate will outline Addison’s obligations for the maintenance, security, public events (festivals), and daily programming of Addison Circle Park.
- (c) *City License Agreement.* The parties anticipate entering into a license agreement for the park/open space area and along Festival Way and Quorum to support activation of the retail connection and programming in Addison Circle Park.
- (d) *Office.* Stream will construct an office building with ground level retail and an approximate 466 stall parking garage (“Stream Phase 1”), further described as follows:

Land Area:	Approximately 2.08 acres (subject to mutual agreement of Addison and Stream).
Minimum Area:	160,000 sf of office floor area, inclusive of approximately 157,000 net rentable square feet of office space. The exact square footage is to be adjusted based on BOMA calculations by the architect and again at construction completion, tolerance to be within one percent (1%); there will be approximately 3,800 sf of retail at the ground level of the office building.
Parking Garage:	Approximately 466 stall parking garage. The final number of spaces shall be subject to the parking study described in Section 2.2(a)(2) below.
Other:	The project shall be built substantially as shown in PD O23-8, as amended, in design and quality, subject to City staff review and the Definitive Agreements; Stream may utilize a condominium structure to allow for the parceling of specific units within a platted lot (i.e., office, parking, retail components, etc.). Stream and City agree that amendment of this MOU shall not be required for minor modifications to the square footage or number of parking spaces provided for in this MOU (not to exceed 10%), provided that such modifications are agreed upon by both parties and memorialized in a written ‘side letter’ to this MOU,

which shall become an addendum hereto. Notwithstanding the foregoing, there shall be no reduction in building height, net rentable office area, or retail floor area without written amendment of this MOU approved by the City Council.

- (e) *Multifamily/Retail/Entertainment*. AMLI will construct multifamily buildings with ground level retail, public retail parking facilities and a retail/restaurant/entertainment parcel (“AMLI Phase 1”), further described as follows:

AMLI Phase 1 Land Details:

The AMLI Phase 1 will be constructed upon the three parcels of real property generally described below and depicted on the Master Concept Plan attached hereto as Exhibit A (to be more particularly defined in the Definitive Agreements). AMLI will be responsible for all required survey and platting required for the below properties.

<u>Parcel</u>	<u>Description</u>	<u>Anticipated Use</u>
Lot 3, Block A:	Approximately 2.32 acres	14, 7 and 5-story residential tower with 10,000 sf of ground level retail.
Lot 1, Block B and Lot 1X, Block C:	Approximately 3.32 acres	7-story residential podium project with 5,000 sf of ground level retail on approximately 2.88 acres; with realignment of Spectrum Drive and approximately 0.44 acres of public open space.
Lot 2, Block A:	Approximately 1.76 acres	Stand-alone retail/restaurant/entertainment operation as shown on the Master Concept Plan with a minimum twenty percent (20%) of the total lot area to serve as public open space.

AMLI Phase 1 Multifamily Building Details:

- Number of Buildings: 2 residential structures consisting of:
- 14, 7 and 5-story tower (the “Tower”) with:
    - Units: 270
    - NRSF: 290,000 – 310,000 sf
    - Ground level retail: 10,000 sf
    - Parking spaces (including retail/restaurant/entertainment district): 510 – 570, where compliance with the UC zoning district residential parking standards is achieved, and where public parking is provided in the parking

garage in accordance with the requirements specified in this MOU.

- 7-story podium (the “Podium”) building with:
  - Units: approximately 412
  - NRSF: 365,000 – 375,000 sf
  - Ground level retail: 5,000 sf
  - Parking spaces: 580 - 630, where compliance with the UC zoning district residential parking standards is achieved, and where public parking is provided in the parking garage in accordance with the requirements specified in this MOU.

Multifamily Building  
Development Parameters:

Minimum  
Units: 675 residential units  
NRSF: 655,000 sf  
Parking spaces: 1,090 parking spaces in two structures;

Maximum  
Units: 700 residential units  
NRSF: 675,000 sf  
Parking spaces: 1,200 parking spaces in two structures.

Net Rentable Area:

15,000 sf of retail below residential; 22,000 sf retail/restaurant/entertainment component and associated outdoor space exclusively dedicated to programming for entertainment and other authorized activation.

Parking Garage:

2-separate parking garages for each residential building for residences, with approximately 150 public parking spaces in the Tower parking structure to support the ground level retail and the retail/restaurant/entertainment parcel.

Other:

The project shall be built substantially as shown in the Master Concept Plan and in general conformance with Co-Developer’s proposal in design and quality, subject to City staff review and the Definitive Agreements. AMLI and City agree that amendment of this MOU shall not be required for minor modifications that do not exceed a 10% total reduction to the square footage or number of parking spaces provided for in this MOU, a reduction in the number of

residential units to not less than 650 leasable units, or an increase in the number of residential units to not more than 700 leasable units. Any such modifications shall be agreed upon by both parties and memorialized in a written 'side letter' to this MOU, which shall become an addendum hereto. Notwithstanding the foregoing, there shall be no reduction in multifamily building height or net rentable floor area for the ground floor retail integrated within the multifamily buildings, nor any increase in the number of residential units beyond the maximum number of units currently identified herein without written amendment of this MOU approved by the City Council.

## 2.2 Phase 1 Economics

- (a) *Stream Phase 1 Economics (Office)*. The parties agree to the following general economic terms for the Stream Phase 1, which shall be defined in further detail in the Definitive Agreements:
- (1) City will convey to Stream for nominal consideration approximately 2.08 acres of land for the office building (the market value of which land the Town estimates is \$1,718,773 (\$18.97 per sq. ft.). The final acreage shall be as mutually agreed and set forth in the definitive purchase and sale agreement between City and Stream.
  - (2) Stream has commissioned a parking study at its sole cost and expense to ensure the proper amount of parking for the Stream Phase 1 development. The result of that parking study shows that 466 parking spaces is adequate. The parking study has been submitted to City for its review and approval.
  - (3) City will commit to a 2.5-year master lease (the "Master Lease") for 60,000 square feet of space (40% of the building) at \$57.50 per square foot gross (\$3,450,000 per year, not to exceed \$8,625,000 in total). The Master Lease shall commence upon final certificate of occupancy of the office building and shall not provide the City with the right to physically occupy any space in the office building, except for City's rights with respect to the Optional Permanent Lease (as defined below). During the term of the Master Lease, the City will have an option to lease all or a portion of City's leased space at market rate, plus triple net and will include a tenant allowance in the amount of \$65 per square foot ("Optional Permanent Lease"). The term of the Optional Permanent Lease shall be for a minimum of seven (7) years. If City elects to enter into the Optional Permanent Lease, all payments made by the City under such Optional Permanent Lease will be credited against the City's obligation to pay rent under the Master Lease.
  - (4) City's lease obligations will be reduced on a 50/50 basis until City's lease obligation is removed entirely. Reduction of City's lease obligation will take place three (3) months after lease commencement date for leases less than 50,000 RSF and six (6) months after lease commencement date for leases greater than 50,000 RSF. For example purposes only, if Stream leases 20,000 square feet to a third-party tenant,

City's lease obligation will be reduced by 10,000 square feet and will continue to have a lease obligation of 50,000 square feet. Once Stream has executed leases for 120,000 square feet, City's lease obligations will be removed entirely. As a material inducement for the City's lease obligation incentive, Stream, as developer, agrees that it will use commercially reasonable efforts to market and lease (including pre-leasing during construction) the Stream Phase 1 office to prospective tenants. Stream further acknowledges that it is the intent of the parties to limit competing projects in the area and agrees that it will not build a competitive project within a 1.5 mile radius of the Project until such time as the City's lease obligation has been removed entirely, by way of lease up or terminated by mutual agreement between both parties. The parties do not intend to limit Stream's third-party service business from leasing or managing speculative new-build office buildings nor exclude Stream from developments where Stream has no financial investment (i.e., fee developments). The foregoing will be fully documented in the Definitive Agreements.

- (5) The City will reimburse Stream in an amount not-to-exceed \$4,100,000 for approved construction costs incurred by Stream for construction of a 2-bay office parking garage.
  - (6) City and Stream will enter into a perpetual parking license or other agreement for the office garage whereby the garage (other than 10% of the spaces, which may be reserved for office tenants after hours) will be made available for all patrons and public users of the Addison Circle development during nights, weekends and for special events, including the retail/restaurant/entertainment district and Tower ground-level retail parking at no cost.
  - (7) In lieu of providing retail space at the ground floor of the parking garage at the Festival Way frontage, Stream will provide increased office area in accordance with Section 2.1(d), as well as alternative forms of street activation and screening as depicted in the final approved development plans.
  - (8) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to the Stream Phase 1 office and parking facilities.
  - (9) City agrees that its permit fees will be capped at \$150,000 and Stream will not have an obligation for offsite infrastructure costs for the office component of the Project.
  - (10) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.
- (b) *AML Phase 1 Economics for Multifamily with Ground Level Retail*. The parties agree to the following general economic terms for the multifamily and retail components of the AML Phase 1, which shall be defined in further detail in the Definitive Agreements:

- (1) Ground Lease: AMLI will enter into a 99-year ground lease with City for approximately 7.4 acres of land that includes the general terms and conditions set forth in this Section 2.2(b).
- (2) Deposit and Pre-Paid Ground Rent: AMLI will pay to City \$2,000,000 as pre-paid ground rent for the three (3) AMLI Phase 1 properties (subject to the provisions of this Section 2.2) in the form of a single, lump sum payment pursuant to the negotiated terms of the Definitive Agreements (the “Pre-Paid Ground Rent”). The Pre-Paid Ground Rent will initially be held in escrow and applied to rent in conformance with the respective ground leases. The Pre-Paid Ground Rent will be non-refundable, provided, upon AMLI’s timely submittal (and City’s acceptance) of both a completed infrastructure plan reasonably acceptable to City and AMLI on or before April 15, 2024 and application for a building permit for the Tower on or before October 31, 2024, AMLI will be entitled to a refund of the Pre-Paid Ground Rent during the period of time commencing upon AMLI’s submittal of its application for a building permit for the Tower and ending ninety (90) days following submittal, but in no event later than January 30, 2025.
- (3) Ground Rent: The initial ground rent will be \$500,000 which will be adjusted annually by CPI, with a maximum annual increase of no greater than 3.0% on a non-cumulative basis.
- (4) Rent Commencement Date: The earlier of (i) 84 months from commencement of construction of AMLI Phase 1 or (ii) December 30, 2032 (as used herein, the “Rent Commencement Date”). Addison will receive the first ground rent payment no later than January 30, 2035, after the Pre-Paid Ground Rent is depleted.
- (5) Economic Development Incentive Grant: Beginning the first full year following stabilization of the AMLI Tower (defined as 94.25% occupancy), City will provide to AMLI six (6) consecutive annual economic development grants from the City’s ad valorem taxes actually collected by City for the applicable grant year, subject to the payment terms set forth herein and in the Master Incentive Agreement. Each year of the grant period AMLI will provide their Net Operating Income per GAAP before ground lease payments, capital expenditures, tenant improvement allowances and leasing commissions, certified by their Chief Financial Officer (the “Certified NOI”). The Certified NOI (numerator) will be divided by AMLI’s Actual Certified Construction Costs (denominator) to calculate an Annual Return on Cost (ROC) for the Project. If the Annual Return on Cost is below the ROC thresholds outlined in the schedule below, AMLI will be entitled to receive a grant not to exceed \$1,600,000 each year there is a gap between the computed Actual ROC and the Required ROC threshold. The ROC thresholds for each grant year shall be:

<b>Grant Year</b>	<b>Threshold (%)</b>
Year 1	6.91
Year 2	6.98
Year 3	7.20
Year 4	7.42
Year 5	7.45
Year 6	7.40



AMLI will be entitled to roll over any amount greater than the \$1,600,000 each year to the following grant year, but in no event shall the reimbursement amount exceed \$1,600,000 annually and \$8,000,000 cumulatively for the entire grant period. AMLI will provide annual audited financial statements for each grant year.

(6) Other AMLI Phase 1 Terms:

- (i) City will contribute an amount not-to-exceed \$3,400,000 for the construction of public parking upon Lot 3, Block A (the Tower parcel). The public parking will be constructed by AMLI as a portion of the Tower parking garage. The public parking will be in a location mutually agreed upon between AMLI and the City, provided, all public parking will be reasonably accessible for retail users and all other patrons of the Addison Circle development. The public portion of the garage will include a minimum number of public parking spaces equivalent to the percentage of the City's contribution proportionate to the total cost to construct the garage. For example purposes only, if AMLI's total cost to construct the garage is \$10,000,000, then the number of public parking spaces would be equivalent to 34% of the total number of spaces in the garage ( $\$3,400,000 / \$10,000,000 = .34$  (34%)). AMLI acknowledges that City intends to issue debt to fund the City's contribution to construction of the public portion of parking garage and, to legally qualify as city-issued debt, the funds are required to be used for public infrastructure; meaning the public portion of parking garage shall be available for public use in the manner required by the terms of such financing. City and AMLI will enter into a one or more definitive parking agreements whereby AMLI will have certain management authority for, and be generally responsible for, construction, operation and maintenance of the parking garage, including all costs associated therewith.
- (ii) In order to consistently maintain a Class A mixed-use TOD project to City's standards throughout the term of the ground lease, AMLI (or future tenant) may be required to make capital improvements from time to time. Ten years after the Rent Commencement Date, AMLI will have the right, with City's approval, not to be unreasonably withheld, to offset the cost of certain capital improvements in excess of \$1,000,000 (as adjusted for inflation) against the annual ground lease rent once every ten years. The amount of offset shall not exceed the ground rent in the year the capital improvement project is undertaken. The offset assumes AMLI (or future tenant) has spent the first \$1,000,000 and will be paid on any amounts above the first \$1,000,000. A detailed description of allowable capital improvement projects will be further defined in the ground lease.
- (iii) If City elects to offer its fee interest in the residential or retail/restaurant/entertainment parcel for sale, then AMLI will have the right of first refusal (ROFR) to purchase the fee simple interest in such parcels at the determined fair market value (FMV) to be further defined in the Definitive Agreements.
- (iv) AMLI will be prohibited from transferring its interest in the ground lease for a period of ten years after the Rent Commencement Date without City's approval unless to a qualified owner, such as an institutional owner having

similar experience managing over one million square feet of similar “Class A” TOD, mixed-use developments or ownership of over \$500,000,000 of “Class A” multifamily properties (to be further defined in the ground lease).

- (v) The timelines and deadlines in the ground leases and other Definitive Agreements shall be subject to change based on events of force majeure and other unforeseen circumstances outside of AMLI’s reasonable control which affect construction progress (to be defined in the Definitive Agreements).
- (vi) AMLI has completed (and City has approved) a Master Streetscape Development Plan dated February 15, 2023 (“Streetscape Plan”) prepared for the office, retail, park, and streetscape plan in the surrounding areas from the North Dallas Tollway to Addison Road and from Addison Circle to Beltline Road, but if necessary to be consistent with the attached Master Concept Plan, an amendment to the Streetscape Plan will be approved prior to October 30, 2023. The purpose of this Streetscape Plan is to enhance and promote the retail and transit experience to “Complete the Circle.” This will include but is not limited to tree relocation along Festival Way, burying power lines along +/- 150’ of Quorum Drive, and the realignment of Spectrum Road. Other potential improvements addressed in the Streetscape Plan are enhanced paving, planting, improved lighting, signage, and wayfinding to attract more patrons to the circle. The Streetscape Plan will include all offsite infrastructure improvements for the office component of the Project, including the parking garage. All infrastructure improvements shall be as reasonably agreed by City and AMLI and the characterization of items as infrastructure improvements shall not conflict with other components of this MOU.
- (vii) City agrees that AMLI’s permit fees for the AMLI phase 1 multifamily improvements will be capped at \$250,000, with the off-site infrastructure being incurred by Town as an incentive in conformance with the Definitive master incentive agreement. If Spectrum Road is unable to be re-aligned, the parties agree to discuss alternative design options that will maintain the quality and overall vision for the affected components of the Project. The parties may further agree to equitably share in the additional costs or savings associated with the alternative design.
- (viii) AMLI will provide payment and completion guarantees from a reputable entity(ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of AMLI’s obligations under the Definitive Agreements and will apply to AMLI phase 1 facilities.
- (ix) There will be no construction or permanent debt placed on the residential property of any kind through final certificate of occupancy. All residential construction and development costs will be financed using equity provided by AMLI on the residential development.

- (x) Within twelve months after issuance of the initial multifamily building permit, AMLI will donate \$200,000 to the Addison Arbor Foundation to fund public art in the right of way and public spaces within the development (to be further defined in the Definitive Agreements).
- (xi) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

(c) *AMLI Phase I Economics for the Retail, Restaurant, and Entertainment Parcel*

- (1) Lot 2, Block A of AMLI Phase I (approximately 1.76 acres) will be subject to a ground lease on substantially the same terms as the ground leases for Lot 3, Block A, Lot 1, Block B, and Lot 1X, Block C of AMLI Phase 1; provided, that subject to mutual agreement of the parties, the retail/restaurant/entertainment area may be sub-leased (not assigned) to a third-party developer and/or operator. Notwithstanding, AMLI will be required to obtain the written consent of Addison (which shall not be unreasonably withheld) prior to entering into a sub-lease for the foregoing property and/or its operation by a third party.
- (2) The City and AMLI will work in good faith to select the operator/developer, and to establish deadlines for AMLI to apply for and obtain permits and commence construction of the improvements on Lot 2 following selection of the operator/developer. The City and AMLI will define said deadlines and establish penalties for noncompliance within the Definitive Agreements.
- (3) The following incentive is subject to and intended to support the recruitment of a high-quality retail/restaurant/entertainment operator to implement a concept that meets the intent of this first class urban mixed-use development. This incentive shall be conditioned upon evaluation of and consideration of the merits of the proposed retail/restaurant/entertainment operation, and final approval of the same by the City:
  - (i) Public Infrastructure Incentive Grant. City will reimburse up to \$1,500,000 for public infrastructure costs associated with phase 1 of the Project (on terms to be further defined in the Definitive Agreements).
- (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.
- (5) AMLI will, at its sole cost, activate the 0.23 acre Lot 4X, Block A by constructing and installing fitness-oriented improvements (e.g., outdoor fitness court(s), pavilion, pickle ball court(s), etc.) and associated site furnishings and landscape, as approved by City. City will retain fee title ownership to the foregoing parcel and will be solely responsible for all maintenance associated with the foregoing improvements following City's final inspection and acceptance of the same.

2.3 Phase 2 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$104,200,000 in connection with the Improvements for phase 2 of the Project.
- (b) *Stream Phase 2 (Office).* Stream will construct an office building with ground level retail and a public parking garage (“Stream Phase 2”), further described as follows:

Land Area:	3.966 acres
Net Rentable Area:	150,000 sf of office; 4,000 sf of DART Station Improvements
Parking Garage:	850 stall public parking garage
Other:	The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.4 Phase 2 Economics:

- (a) *Phase 2 Economics.* The parties agree that the following general economic terms shall apply to phase 2 of the Project, which shall be defined in further detail in the Definitive Agreements:
  - (1) Stream will sub-lease from City as defined in the DART Interlocal Agreement.
  - (2) All ground lease rent will be abated until one year after substantial completion of the Stream Phase 2 office tower.
  - (3) City incentives (if any) for Stream Phase 2 will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
  - (4) The costs of the additional 300 parking spaces required in the garage for Phase 2 and any other DART specific requirements will be addressed in the Definitive Agreements.
  - (5) The parties anticipate construction of a ground enclosed DART Station (not just a platform) that will be in conformance with the quality and vision of the other Project elements. Stream commits to funding a portion of the development costs consistent with its submitted proposal, which provides for Stream committing \$160,000 based upon a construction cost of \$1,600,000 (to be further defined in the Definitive Agreements). The station will replace the existing DART platform and provide service for all DART riders (subject to DART’s approval).
  - (6) DART, City and Stream will enter into a perpetual parking agreement whereby public parking is available for DART and retail patrons during the day and the entire Addison Circle development on nights and weekends and for special events, subject

to the final interlocal agreement with DART and as subject to the terms of the Definitive Agreements.

- (7) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to Stream's phase 2 office and parking facilities.
- (8) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

2.5 Phase 3 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$23,500,000 in connection with the Improvements for phase 3 of the Project.
- (b) *Scope.* The Definitive Agreements shall include the following general terms and conditions with regard to the scope for phase 3 of the Project:

Boutique Hotel:

Land Area:	1.156 acres
Number of Rooms:	120
Other:	The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.6 Phase 3 Economics:

- (a) *Phase 3 Economics.* The parties agree that the following general economic terms shall apply to phase 3 of the Project, which shall be defined in further detail in the Definitive Agreements:
  - (1) Stream will sub-lease from City as defined in the DART Interlocal Agreement.
  - (2) City incentives (if any) for this phase will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
  - (3) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or

equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream’s obligations under the Definitive Agreements and will apply to phase 3 hotel and related development.

- (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

**3. PROJECT SCHEDULE; DUE DILIGENCE PERIOD**

3.1. Project Schedule. The parties acknowledge that time is of the essence with regard to the Project and agree that each will use its best efforts to proceed in conformance with the proposed Project schedule set forth below:

<b>PHASE 1</b>	<b>Date of Completion</b>
Revised zoning entitlements approved by City Council	October 30, 2023
Execution of all Definitive Agreements	October 30, 2023
AML I submittal of infrastructure plan	April 15, 2024
Stream submittal office/parking building permit application	October 30, 2024
AML I submittal of Tower building permit application	October 30, 2024
Stream construction start on office/parking	March 2025
AML I construction start on Tower	March 2025
AML I construction start on Podium	May 2026
<b>PHASES 2 &amp; 3</b>	<b>Date of Completion</b>
Stream construction start on office/parking	TBD*
Stream construction start on hotel	TBD
Office/parking final CO issued	TBD
Hotel final CO issued	TBD

*\*The parties acknowledge that a required date of completion will be established for Phase 2 as soon as practicable and will be subject, in part, to the interlocal agreement between DART and Addison.*

3.2. Modification of Project Schedule. The dates for completion identified in the Project schedule set forth in Section 3.1, above, may not be modified or extended, except by mutual written agreement of the parties. Notwithstanding the foregoing, a party shall be entitled to an extension when the party unable to comply with the Project schedule as a direct result of an event of Force Majeure. As used in this section, the term “Force Majeure” shall mean that the party is prevented or delayed in performing in compliance with the Project schedule, in whole or in part, to such an extent that the party would not be able to meet a required date of completion therein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party’s control and not attributable to its malfeasance, neglect or nonfeasance. The party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (a) how and why their performance was so prevented, (b) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this MOU as soon as reasonably practicable.

3.3. Due Diligence Period. The Due Diligence Period will commence on the Effective Date and expire on the earlier of (i) October 30, 2023, or (ii) the date upon which the parties have mutually executed all Definitive Agreements required for the Project. The parties will conduct all due diligence with respect to the Project as the parties may deem necessary or appropriate, and the parties shall fully cooperate with each other in this regard. Each party shall be solely responsible for its own costs in connection with the due diligence required for the Project, except as otherwise mutually agreed by the parties. The Due Diligence Period may be extended by mutual written agreement of the parties.

3.4. Exclusivity. During the Due Diligence Period, City will negotiate exclusively with Co-Developers in good faith to execute the Definitive Agreements for the Project, and will not engage any party other than Co-Developers to act as a developer (or co-developer) of the Project; however, notwithstanding the foregoing, during the Due Diligence Period, City shall have the right to solicit proposals from, and discuss the terms for, other parties to act as a developer (or co-developer) of the Project or a portion thereof. Further, from and after the expiration of the Due Diligence Period, if the Definitive Agreements have not been finalized and executed, City shall have the right to terminate this MOU as to one or both Co-Developers and thereafter engage (or seek to engage) one or more other parties to act as a developer (or co-developer) of the Project or a portion thereof.

3.5. Project Feasibility Assessments. Co-Developers agree that each will promptly, and without undue delay, conduct the feasibility assessments described below during the Due Diligence Period:

- (a) *Property Inspections.* All property due diligence (title examination, surveys, environmental site assessments, soil conditions tests and other physical inspections and similar items) relating to the feasibility of the development of the Project;
- (b) *Zoning and Entitlements.* All required zoning and real property entitlements necessary to develop the Project in conformance with the terms of this MOU and the Definitive Agreements; and
- (c) *Financial Due Diligence.* All financial due diligence reasonably necessary to ensure Co-Developers will be able to secure firm commitments from all lenders, investors, and/or

other financing sources related to the design, development, construction, and administration of the Project as contemplated by the parties.

Co-Developers acknowledge that each has already engaged all consultants and/or other third-parties necessary to complete the above-referenced feasibility assessments.

#### 4. MISCELLANEOUS

4.1. Mutual Cooperation; Site Access. The parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times a formal representative who shall serve as a point of contact for communications related to this MOU. City will furnish such rights-of-access to the Project site as reasonably necessary for the parties to conduct their respective due diligence obligations under this MOU.

4.2. Costs and Expenses. Each party shall be responsible for all costs and expenses associated with the preparation and adoption of this MOU, the preparation and adoption of the Definitive Agreements, and future actions related thereto.

4.3. Certification of No Conflicts. Co-Developers hereby warrant to City that each has made full disclosure in writing of any existing or potential conflicts of interest related to its participation in the Project as contemplated in this MOU. In the event that any conflicts of interest arise after the Effective Date of this MOU, Co-Developers hereby agree to immediately disclose the same to City.

4.4. Public Information Act. Co-Developers acknowledge that this MOU, and all documents provided to City in connection with the Project are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information received by City in connection with the same unless a party has previously notified City in writing that it considers the information to be confidential or proprietary trade secrets and has clearly marked all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City (including City’s officers, officials, employees, consultants, attorneys and/or other authorized representatives). In the event City delivers to Co-Developers information that it has expressly marked “Confidential” or has notified Co-Developers is confidential or is the proprietary information of a third-party, Co-Developers agree neither shall disclose to anyone directly or indirectly during the term of this MOU or at any time thereafter, any such information, nor shall either use any such information for any purpose other than in connection with the Project contemplated in this MOU.

4.5. Governing Law. This MOU shall be construed and governed by the laws of the State of Texas; and venue for any action concerning this MOU shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6. Exhibits. The exhibits to this MOU are incorporated herein.

4.7. Amendment. This MOU may only be amended by mutual written agreement executed by all parties.

4.8. Counterparts. This MOU may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –  
SIGNATURES ON FOLLOWING PAGE(S)]



IN WITNESS WHEREOF, the parties have executed and delivered this Third Amended MOU as of the Effective Date.

For City:

TOWN OF ADDISON, TEXAS

By: \_\_\_\_\_  
David Gaines, City Manager

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

NOTICE ADDRESS:

Town of Addison  
Attn: City Manager  
P.O. Box 9010  
Addison, Texas 75001  
E: [dgaines@addisontx.gov](mailto:dgaines@addisontx.gov)

For Co-Developer AMLI:

AML RESIDENTIAL PARTNERS, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Taylor Bowen, Authorized Signatory

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

NOTICE ADDRESS:

AML Residential Partners, LLC  
5057 Keller Springs Road, Suite 250  
Addison, TX 75001  
Attn: Taylor Bowen and Joe Bruce  
E: [TBowen@amli.com](mailto:TBowen@amli.com) and [JBruce@amli.com](mailto:JBruce@amli.com)

For Co-Developer Stream:

STREAM REALTY ACQUISITION, L.L.C.  
a Texas limited liability company

By: \_\_\_\_\_  
Ramsey March, Managing Director

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

NOTICE ADDRESS:

Stream Realty Acquisition, L.L.C.  
2001 Ross Avenue, Suite 400  
Dallas, Texas 75201  
Attn: Ramsey March  
E: [rmarch@streamrealty.com](mailto:rmarch@streamrealty.com)

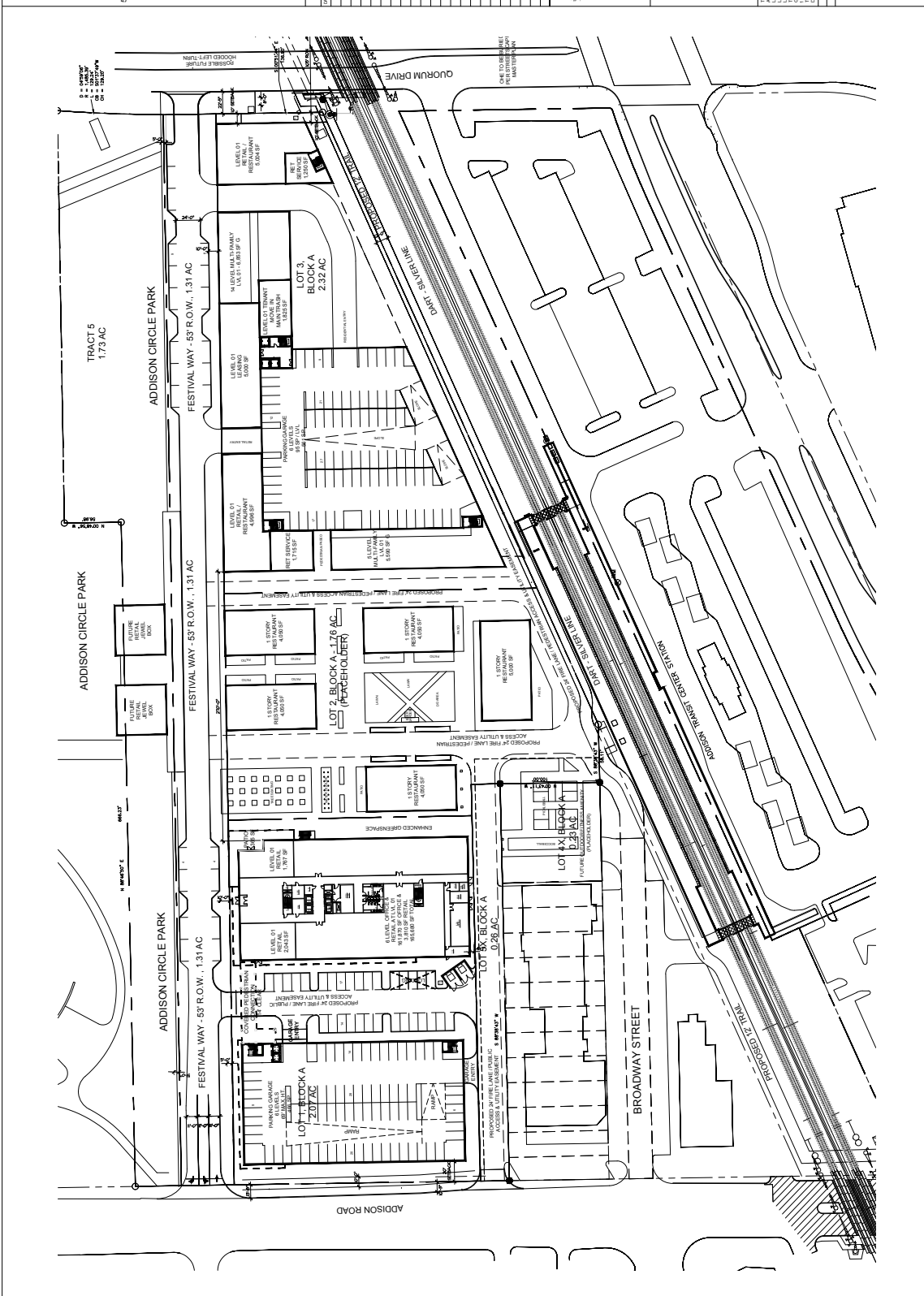
# Exhibit A Master Concept Plan

**ADDISON CIRCLE STATION PHASE 1**  
**OWNER/APPLICANT:**  
 AMLI RESIDENTIAL  
 ATT: JOE BRUCE  
 5657 W. GARDEN ROAD  
 ADDISON, TX 75001  
 PH: 972-265-6792  
**STREAM REALTY**  
 ATT: MARSEY MARCH  
 2001 ROSS AVE, STE 600  
 ADDISON, TX 75001  
 PH: 214-267-0477

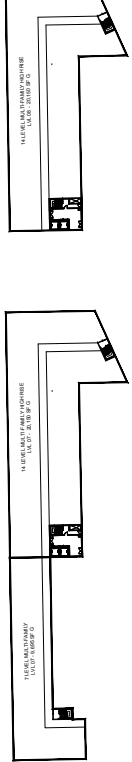
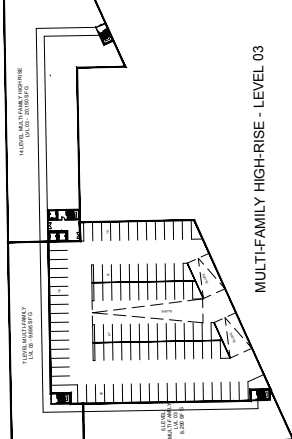
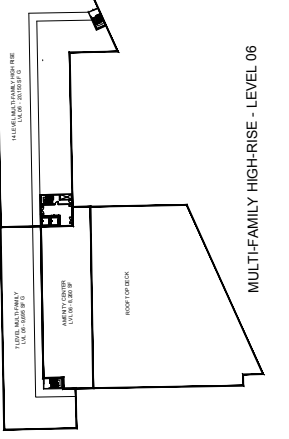
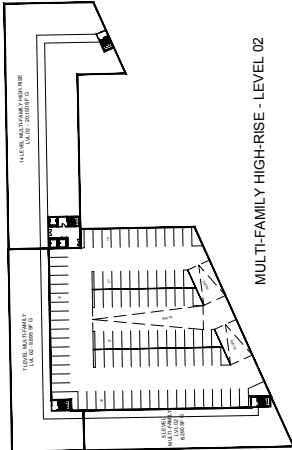
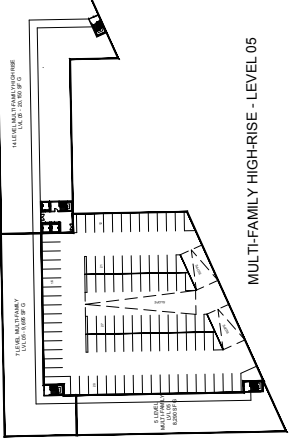
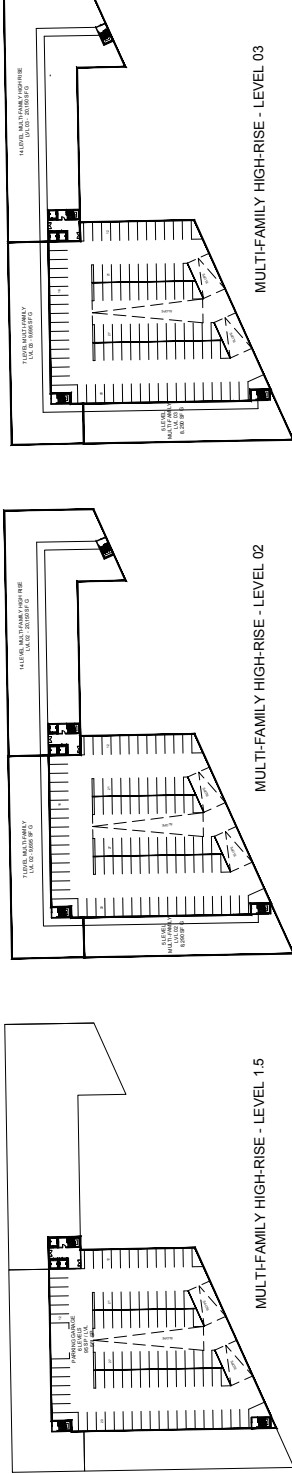
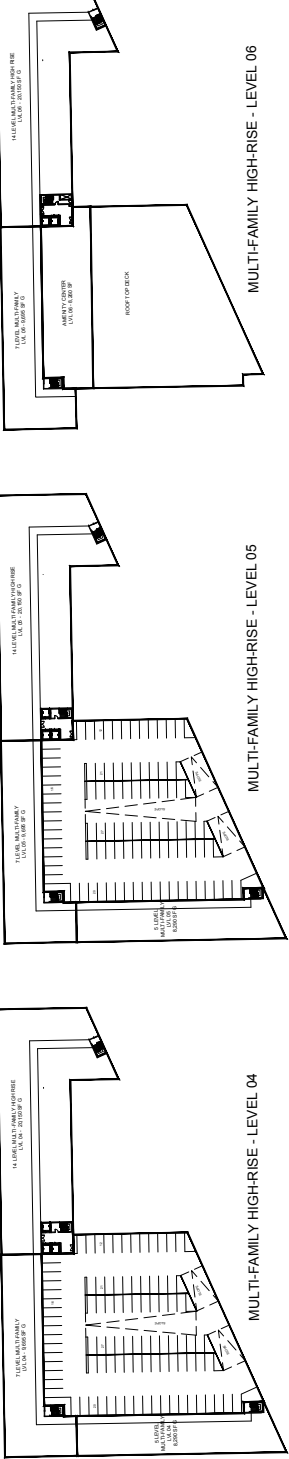
DATE	DESCRIPTION

**O'BRIEN**  
 STEPHAN HALLSSIG  
 3272 SOUTH STREET  
 DALLAS, TEXAS 75201  
 WWW.OBRIENCO.COM

DATE	SCALE	SHEET NO.
02-20-23	AS SHOWN	SP-88



14 LEVEL MULTI-FAMILY HIGH RISE  
 W. 10,000 SF RETAIL, 2,965 SF RET SERVICE &  
 5,000 SF LEASING  
 1,825 SF TENANT MOVE IN / TRASH AT LVL 01  
 8,260 SF AMENITY AT LVL 06  
 14 LEVEL MF - 268,803 SF G  
 7 LEVEL MF - 67,430 SF G  
 5 LEVEL MF - 38,750 SF G  
 TOTAL MF - 374,983 SF G, 299,986 SF N, 272 UNITS  
 TOTAL GROSS BUILDING AREA = 392,948 SF



ADDITIONAL CIRCLE  
 STATION  
 PHASE 1

OWNER/APPLICANT:  
 AMLI RESIDENTIAL  
 9057 KELLER SPRINGS RD.  
 ADDISON, TX 75001  
 PH 972-266-6192

STREAM REALTY  
 ATT: RAMSEY MARCH  
 2500 J. CRUISE  
 DALLAS, TX 75201  
 PH 214-267-0577

DATE	DESCRIPTION

**OBRION**  
 STEFAN HIESBIC  
 1722 ROUTH STREET  
 DALLAS, TEXAS 75201  
 972.786.1010  
 www.obrion.com

DATE	PROJECT NO.	DWG.	SCALE
02/23/11	111017	07	AS SHOWN

SHEET NO.  
**SP-88**

**~~THIRD~~FOURTH AMENDED AND RESTATED MEMORANDUM OF  
UNDERSTANDING  
BETWEEN THE TOWN OF ADDISON, AMLI RESIDENTIAL, AND  
STREAM REALTY FOR THE ADDISON CIRCLE AREA  
TRANSIT ORIENTED DEVELOPMENT PROJECT**

This Third Amended and Restated Memorandum of Understanding (“MOU”) is effective as of ~~April 25~~June 27, 2023 (the “Effective Date”) between the Town of Addison, Texas (“City” or “Addison”), and AMLI Residential Partners, LLC (“AMLI”) and Stream Realty Acquisition, L.L.C. (“Stream”) as co-developers, collectively referred to herein as (“Co-Developers”) (each a “party” and collectively the “parties”), acting by and through their authorized representatives.

**RECITALS**

**WHEREAS**, the parties entered into this MOU to engage in negotiations related to a proposed mixed-use development within the City that will create a first-class regional destination by extending Addison Circle to the new DART Silver Line rail station (the “Project”); and

**WHEREAS**, the purpose of this MOU is to set forth the general understanding of the parties with regard to the Project and the terms and conditions of the Definitive Agreements that will ultimately govern the development of the Project: and

**WHEREAS**, the parties previously executed a First Amendment to the Amended MOU approved by the City on November 8, 2022, ~~and~~ a Second Amendment to the Amended MOU approved by the City on January 10, 2023, and a Third Amended MOU approved by the City on April 25, 2023; the parties now find it necessary to make additional amendments to the MOU; and

**NOW, THEREFORE**, in consideration of the expressions of intent and representations set forth herein, the parties agree as follows:

**1. PROJECT DESCRIPTION**

1.1. Master Concept Plan. The Project will be a transit-oriented (herein “TOD”), mixed-use development consisting of three (3) phases that will be developed in general conformance with the formal proposal submitted by Co-Developers, including all agreed amendments thereto (the “Proposal”), and the revised Master Concept Plan attached as Exhibit A to this MOU (the “Master Concept Plan”), subject to the terms, covenants, and conditions contained in the Definitive Agreements (defined herein). It is acknowledged and agreed by City and Co-Developers that the Master Concept Plan is subject to additional modification upon mutual agreement of the parties prior to execution of the Definitive Agreements.

1.2. Project Improvements. The completed Phase 1 of the Project will, at a minimum, include the following improvements: (i) Class A office building, (ii) Class A residential high-rise facilities, (iii) high-quality retail/restaurant/entertainment facilities designed to encourage activation of Project site, (iv) outdoor park and open space activation features, (vii) upgraded hardscapes, landscapes and pedestrian areas, (viii) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The completed Phases 2 ~~&~~and 3 of the Project will, at a minimum include the following improvements: (i) Class A office building, (ii) a DART transit station and associated parking, (iii) a boutique hotel, (iv) upgraded hardscapes, landscapes and pedestrian areas, (v) and other features customarily found in a first-class urban mixed-use development in general

conformance with the Proposal in design and quality (subject to negotiation of deal terms between the Parties, City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The minimum required improvements described in this section are collectively referred to herein as the “Improvements”.

1.3. Project Administration. Co-Developers will be generally responsible for Project administration and agrees that it will finance, design, develop, construct and market the Project in conformance with this MOU and the Definitive Agreements. Co-Developers will be required to consult with City regarding the administration of the Project in conformance with the terms of the Definitive Agreements.

1.4. Minimum Developer Investment; Incentives. The parties anticipate that the Project will be developed in three (3) phases with a total development cost of not less than \$~~469,540~~466,040,000.00, including a minimum investment of \$~~371,273~~367,773,000 by Co-Developers in phase 1 of the Project (inclusive of incentives), as more particularly described in Section 2 of this MOU. For all purposes of this MOU, the minimum investment amount includes hard construction costs as well as soft costs attributable to the Project (including design costs, development fees, feasibility studies, legal costs, permitting, contributions, incentives, operating deficit reserves, internal financing and fees). The parties acknowledge that maintaining the agreed minimum investment in the Project is essential to the successful development of the Project and shall be a condition precedent to City’s obligation to provide the various public incentives set forth in this MOU. Co-Developers will therefore be required to certify the development costs for each component and phase of the Project. In the event Co-Developers’ minimum investment is below the agreed minimum investment for any component of the Project, the City’s incentives related to that component of the Project will be offset by an amount equal to the difference between the agreed minimum investment and the actual investment (e.g., the cap on permit fees and/or infrastructure costs may be increased in an equivalent amount).

1.5. Definitive Agreements. Promptly following the Effective Date of this MOU, the parties will negotiate in good faith mutually satisfactory Definitive Agreements and related documents with respect to the Project (the “Definitive Agreements”), which shall provide for construction of the Improvements and be phased in conformance with Section 2, below. The parties anticipate that the Definitive Agreements will include the following:

- (a) AMLI Tower Ground Lease
- (b) AMLI Podium Ground Lease
- (c) AMLI Retail Ground Lease
- (d) Stream Purchase and Sale Agreement
- (e) Stream Master Office Lease with Addison
- (f) ~~Stream~~-Parking ~~Agreement(s) with~~Agreements between Addison and Co-Developers
- (g) Master Incentive Agreement between AMLI, Stream and Addison
- (h) AMLI and Stream Form of Guarantee
- (i) Addison License Agreement (for activation of Festival Way, Quorum Drive, and park/open space area)
- (j) POA and CCR for Phase 1
- (k) Approved Phase 1 Concept Plans
- (l) Addison PD Ordinance Number O-23-8 (including any subsequent amendments thereto)

## **2. PROJECT PHASES; SCOPE AND ECONOMICS**

### **2.1 Phase 1 Scope:**

- (a) *Minimum Investment.* Co-Developers will invest a minimum of ~~\$371,273~~367,773,000 in connection with the Improvements for phase 1 of the Project. The parties anticipate that Stream will invest a minimum development cost of ~~\$78,500~~75,000,000 and AMLI will invest a minimum development cost of \$292,773,000 for phase 1 of the Project.
- (b) *Platting; Governing Property Agreements.* The parties anticipate that each component of the development will be platted as a separate lot to accommodate future disposition of the various components. The parties (together with DART) will agree to amenable CC&Rs allowing for a cohesive class-A TOD mixed-use development that provides superior connectivity, security, and maintenance obligations commensurate to other high-quality, similar TOD developments in DFW. The parties will also create a property owner’s association (POA) to maintain the open/shared space in the development, which the parties anticipate will outline Addison’s obligations for the maintenance, security, public events (festivals), and daily programming of Addison Circle Park.
- (c) *City License Agreement.* The parties anticipate entering into a license agreement for the park/open space area and along Festival Way and Quorum to support activation of the retail connection and programming in Addison Circle Park.
- (d) *Office.* Stream will construct an office building with ground level retail and ~~623~~an approximate 466 stall-~~public~~ parking garage (“Stream Phase 1”), further described as follows:

Land Area: Approximately 2.408 acres (subject to mutual agreement of Addison and Stream).

Minimum Area: 160,000 sf of office floor area, inclusive of approximately 157,000 net rentable square feet of office space. The exact square footage is to be adjusted based on BOMA calculations by the architect and again at construction completion, tolerance to be within one percent (1%); there will be approximately 3,800 sf of retail at the ground level of the office building.

Parking Garage: ~~623 stall parking garage to be initially financed and owned by Addison and subject to one or more parking agreements with Stream, which shall include such terms as necessary to comply with the City’s public financing requirements and restrictions and satisfy the requirements for Stream’s tenants as described in Section 2.2(a)(3) below. Approximately 466 stall parking garage.~~ The final number of spaces shall be subject to the parking study described in Section 2.2(a)(2) below.

Other: The project shall be built substantially as shown in PD O23-8, as amended, in design and quality, subject to City staff review and the Definitive Agreements; Stream may utilize a condominium structure to allow for the parceling of specific units

within a platted lot (i.e., office, ~~shared~~ parking, retail components, etc.). Stream and City agree that amendment of this MOU shall not be required for minor modifications to the square footage or number of parking spaces provided for in this MOU (not to exceed 10%), provided that such modifications are agreed upon by both parties and memorialized in a written ‘side letter’ to this MOU, which shall become an addendum hereto. Notwithstanding the foregoing, there shall be no reduction in building height, net rentable office area, or retail floor area without written amendment of this MOU approved by the City Council.

(e) *Multifamily/Retail/Entertainment*. AMLI will construct multifamily buildings with ground level retail, public retail parking facilities and a ~~stand-alone~~ retail/restaurant/entertainment parcel (“AMLI Phase 1”), further described as follows:

AMLI Phase 1 Land Details:

The AMLI Phase 1 will be constructed upon the three parcels of real property generally described below and depicted on the Master Concept Plan attached hereto as Exhibit A (to be more particularly defined in the Definitive Agreements). AMLI will be responsible for all required survey and platting required for the below properties.

<u>Parcel</u>	<u>Description</u>	<u>Anticipated Use</u>
Lot 3, Block A:	Approximately <del>1.792</del> . <u>32</u> acres	<del>1314, 7 and 5</del> -story residential tower with 10,000 sf of ground level retail.
Lot 1, Block B and Lot 1X, Block C:	Approximately 3.32 acres	7-story residential podium project with 5,000 sf of ground level retail on approximately 2.88 acres; with realignment of Spectrum Drive and approximately 0.44 acres of public open space.
Lot 2, Block A:	Approximately 1. <u>976</u> acres	Stand-alone retail/restaurant/entertainment operation as shown on the <del>latest</del> Master Concept Plan with a minimum twenty percent (20%) of the total lot area to serve as public open space.

AMLI Phase 1 Multifamily Building Details:

- Number of Buildings: 2 residential structures consisting of:
- ~~1314, 7 and 5~~-story tower (the “Tower”) with:
    - Units: 270
    - NRSF: ~~250290,000~~ – 300310,000 sf

- Ground level retail: 10,000 sf
- Parking spaces: ~~380~~ 420 (including retail/restaurant/entertainment district): 510 – 570, where compliance with the UC zoning district residential parking standards is achieved, and where public parking is provided in the parking garage in accordance with the requirements specified below in this MOU.
- 7-story podium (the “Podium”) building with:
  - Units: approximately 412
  - NRSF: ~~330~~ 365,000 – 375,000 sf
  - Ground level retail: 5,000 sf
  - Parking spaces: ~~590~~ 580 - 630, where compliance with the UC zoning district residential parking standards is achieved, and where public parking is provided in the parking garage in accordance with the requirements specified below in this MOU.

Multifamily Building  
Development Parameters:

Minimum  
Units: ~~682~~ 675 residential units  
NRSF: ~~580~~ 655,000 sf  
Parking spaces: ~~970~~ 1,090 parking spaces in two structures;

Maximum  
Units: 700 residential units  
NRSF: 675,000 sf  
Parking spaces: 1, ~~050~~ 200 parking spaces in two structures.

Net Rentable Area:

15,000 sf of retail below residential; ~~252~~ 222,000 sf retail/restaurant/entertainment component and associated outdoor space exclusively dedicated to programming for entertainment and other authorized activation.

Parking Garage:

2-separate parking garages for each residential building for residences, ~~to include +/- 60~~ with approximately 150 public parking spaces in the Tower parking structure to support the ground level retail and ~~guest parking~~ the retail/restaurant/entertainment parcel.



Other:

The project shall be built substantially as shown in the Master Concept Plan and in general conformance with ~~Proposal~~Co-Developer's proposal in design and quality, subject to City staff review and the Definitive Agreements. AMLI and City agree that amendment of this MOU shall not be required for minor modifications that do not exceed a ~~ten percent~~ (10%)% total reduction to the square footage or number of parking spaces provided for in this MOU, a reduction in the number of residential units to not less than 650 leasable units, or an increase in the number of residential units to not more than 700 leasable units. Any such modifications shall be agreed upon by both parties and memorialized in a written 'side letter' to this MOU, which shall become an addendum hereto. Notwithstanding the foregoing, there shall be no reduction in multifamily building height or net rentable floor area for the ground floor retail integrated within the multifamily buildings, nor any increase in the number of residential units beyond the maximum number of units currently identified herein without written amendment of this MOU approved by the City Council.

## 2.2 Phase 1 Economics

- (a) *Stream Phase 1 Economics (Office)*. The parties agree to the following general economic terms for the Stream Phase 1, which shall be defined in further detail in the Definitive Agreements:
- (1) City will ~~initially (A)~~ convey to Stream for nominal consideration approximately ~~1.242.08~~ acres of land for the office building (the market value of which land the Town estimates is \$1,~~024,793~~718,773 (\$18.97 per sq. ft.)), ~~and (B) retain the land for the parking garage.~~. The final acreage shall be as mutually agreed and set forth in the definitive purchase and sale agreement between ~~Addison~~City and Stream.
  - (2) Stream has commissioned a parking study at its sole cost and expense to ensure the proper amount of parking for the Stream Phase 1 development. The result of that parking study shows that ~~623~~466 parking spaces is adequate. The parking study has been submitted to City for its review and approval.
  - ~~(3) City and Stream will execute one or more parking agreements whereby public parking (including reserved parking spaces for Stream's office tenants [not to exceed 10% of the total parking spaces in the garage]) is available in the parking garage per Section 2.2(a)(6) below. The use of available parking spaces within the parking garage by office tenants and the installation of signage in the parking garage designating such parking spaces as "Office Building Parking" to facilitate the leasing~~

~~of the office building at market rates will be subject to an agreed upon parking management plan and all necessary requirements and restrictions under the City's public financing for the parking garage.~~

~~(4)~~(3) City will commit to a ~~32.5~~-year master lease (the "Master Lease") for 60,000 square feet of space (40% of the building) at \$57.50 per square foot gross (\$3,450,000 per year), not to exceed \$8,625,000 in total. The Master Lease shall commence upon final certificate of occupancy of the office building and shall not provide the City with the right to physically occupy any space in the office building, except for City's rights with respect to the Optional Permanent Lease (as defined below). During the term of the Master Lease, the City will have an option to lease all or a portion of City's leased space at market rate, plus triple net and will include a tenant allowance in the amount of \$65 per square foot ("Optional Permanent Lease"). The term of the Optional Permanent Lease shall be for a minimum of seven (7) years. If City elects to enter into the Optional Permanent Lease, all payments made by the City under such Optional Permanent Lease will be credited against the City's obligation to pay rent under the Master Lease.

~~(5)~~(4) City's lease obligations will be reduced on a 50/50 basis until City's lease obligation is removed entirely. Reduction of City's lease obligation will take place three (3) months after lease commencement date for leases less than 50,000 RSF and six (6) months after lease commencement date for leases greater than 50,000 RSF. For example purposes only, if Stream leases 20,000 square feet to a ~~3<sup>rd</sup>~~ third-party tenant, City's lease obligation will be reduced by 10,000 square feet and will continue to have a lease obligation of 50,000 square feet. Once Stream has executed leases for 120,000 square feet, City's lease obligations will be removed entirely. As a material inducement for the City's lease obligation incentive, Stream, as developer, agrees that it will use commercially reasonable efforts to market and lease (including pre-leasing during construction) the Stream Phase 1 office to prospective tenants. Stream further acknowledges that it is the intent of the parties to limit competing projects in the area and agrees that it will not build a competitive project within a 1.5 mile radius of the Project until such time as the City's lease obligation has been removed entirely, by way of lease up or terminated by mutual agreement between both parties. The parties do not intend to limit Stream's third-party service business from leasing or managing speculative new-build office buildings nor exclude Stream from developments where Stream has no financial investment (i.e., fee developments). The foregoing will be fully documented in the Definitive Agreements.

~~(6) — The City will finance, build, and initially own the parking garage, until such time as it is conveyed to Stream under the terms of a definitive agreement between City and Stream. The City will engage Stream to manage the construction of the parking garage under a construction management agreement, in consideration of an agreed-upon market rate construction management fee to be included as part of the overall construction budget for the parking garage and not as a separate fee that is paid by City. The parties acknowledge that City intends to issue debt to fund the parking garage and, to legally qualify as city issued debt, the funds are required to be used for public infrastructure; meaning the parking garage will need to be available for public use in the manner required by the terms of such financing. City will finance the cost of the garage through a 20-year amortizing loan at the City's borrowing costs (the "Financing Period"). City will pay one hundred percent (100%) of the debt service payments on \$6,000,000 of such debt and Stream will pay one hundred~~

~~percent (100%) of the debt service payments on the amount of such debt above \$6,000,000 (with the characterization of such payment obligations to be agreed upon by City and Stream). By way of example and not limitation, if the total debt for the garage is \$15,000,000, City will pay 100% of the debt service payments allocable to \$6,000,000 of the total \$15,000,000 debt and Stream will pay 100% of the debt service payments allocable to \$9,000,000 of the total \$15,000,000 debt. During the Financing Period, City and Stream will enter into a one or more parking agreements whereby Stream will have certain management authority for, and be responsible for, operations and maintenance of the parking garage, including all costs associated therewith, including, without limitation, the parking rights of the general public and rights with respect to reserved and unreserved spaces for tenants of the office building described in Section 2.2(a)(2) above. Upon completion of the Financing Period (i) City will convey fee simple ownership of the garage and land to Stream (or its authorized successor in interest) for nominal consideration in conformance with the definitive agreement between City and Stream, and (ii) contemporaneous with closing, City and Stream will terminate the parking agreements and enter into a perpetual parking license or other agreement whereby all parking spaces in the garage (other than the 10% reserved spaces for office tenants) will be made available for retail tenants and customers during the day and all patrons and public users of the Addison Circle development during nights, weekends and for special events.~~

- ~~(5) The City will reimburse Stream in an amount not-to-exceed \$4,100,000 for approved construction costs incurred by Stream for construction of a 2-bay office parking garage.~~
- ~~(6) City and Stream will enter into a perpetual parking license or other agreement for the office garage whereby the garage (other than 10% of the spaces, which may be reserved for office tenants after hours) will be made available for all patrons and public users of the Addison Circle development during nights, weekends and for special events, including the retail/restaurant/entertainment district and Tower ground-level retail parking at no cost.~~
- (7) In lieu of providing retail space at the ground floor of the parking garage at the Festival Way frontage, Stream will provide increased office area in accordance with Section 2.1(d), as well as alternative forms of street activation and screening as depicted in the final approved development plans.
- ~~(8) Stream will activate the 0.23 acre Lot 4X, Block A by constructing and installing fitness-oriented improvements (e.g., outdoor fitness court(s), pavilion, pickle ball court(s), etc.) and associated site furnishings and landscape, as determined by City in its reasonable discretion and subject to an agreed-upon cap on Stream's obligation to fund such construction costs. City will retain fee title ownership to the foregoing parcel. Maintenance of the fitness and site furnishings, and site landscape improvements constructed on this parcel will be the responsibility of City following final inspection and acceptance.~~
- ~~(9)~~(8) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to the Stream Phase 1 office and parking facilities.

~~(10)~~(9) City agrees that its permit fees will be capped at \$150,000 and Stream will not have an obligation for offsite infrastructure costs for the office component of the Project.

~~(11)~~(10) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

(b) *AMLI Phase 1 Economics for Multifamily with Ground Level Retail.* The parties agree to the following general economic terms for the multifamily and retail components of the AMLI Phase 1, which shall be defined in further detail in the Definitive Agreements:

(1) Ground Lease: AMLI will enter into a 99-year ground lease with City for approximately ~~7.4~~ acres of land that includes the general terms and conditions set forth in this Section 2.2(b).

(2) Deposit and Pre-Paid Ground Rent: AMLI will pay to City \$2,000,000 as pre-paid ground rent for the three (3) AMLI Phase 1 properties (subject to the provisions of this Section 2.2) in the form of a single, lump sum payment pursuant to the negotiated terms of the Definitive Agreements (the “Pre-Paid Ground Rent”). The Pre-Paid Ground Rent will initially be held in escrow and applied to rent in conformance with the respective ground leases. The Pre-Paid Ground Rent will be non-refundable, provided, upon AMLI’s timely submittal (and City’s acceptance) of both a completed infrastructure plan reasonably acceptable to City and AMLI on or before ~~December~~ April 15, ~~2023~~2024 and application for a building permit for the Tower on or before ~~June 30~~October 31, 2024, AMLI will be entitled to a refund of the Pre-Paid Ground Rent during the period of time commencing upon AMLI’s submittal of its application for a building permit for the Tower and ending ninety (90) days following submittal, but in no event later than ~~September~~ January 30, ~~2024~~–2025.

(3) Ground Rent: The initial ground rent will be \$500,000 which will be adjusted annually by CPI, with a maximum annual increase of no greater than 3.0% on a non-cumulative basis.

(4) Rent Commencement Date: The earlier of (i) 84 months from commencement of construction of AMLI Phase 1 or (ii) December 30, 2032 (as used herein, the “Rent Commencement Date”). Addison will receive the first ground rent payment no later than January 30, 2035, after the Pre-Paid Ground Rent is depleted.

(5) Economic Development Incentive Grant: Beginning the first full year following stabilization of the AMLI Tower (defined as 94.25% occupancy), City will provide to AMLI ~~five~~ ~~(5)~~ six (6) consecutive annual economic development grants from the City’s ad valorem taxes actually collected by City for the applicable grant year, subject to the payment terms set forth herein and in the Master Incentive Agreement. Each year of the grant period AMLI will provide their Net Operating Income per GAAP before ground lease payments, capital expenditures, tenant improvement allowances and leasing commissions, certified by their Chief Financial Officer (the “Certified NOI”). The Certified NOI (numerator) will be divided by AMLI’s Actual

Certified Construction Costs (denominator) to calculate an Annual Return on Cost (ROC) for the Project. If the Annual Return on Cost is below the ROC thresholds outlined in the schedule below, AMLI will be entitled to receive a grant not to exceed ~~\$1.6 million,600,000~~ each year there is a gap between the computed Actual ROC and the Required ROC threshold. The ROC thresholds for each grant year shall be:

Grant Year	Threshold (%)
Year 1	6.91
Year 2	6.98
Year 3	7.20
Year 4	7.42
Year 5	7.45
<u>Year 6</u>	<u>7.40</u>

AMLI will be entitled to roll over any amount greater than the ~~\$1.6 million,600,000~~ each year to the following grant year, but in no event shall the reimbursement amount exceed ~~\$1.6 million,600,000~~ annually and ~~\$6,500,000,000~~ cumulatively for the entire grant period. AMLI will provide annual audited financial statements for each grant year.

(6) Other AMLI Phase 1 Terms:

(i) City will contribute an amount not-to-exceed \$3,400,000 for the construction of public parking upon Lot 3, Block A (the Tower parcel). The public parking will be constructed by AMLI as a portion of the Tower parking garage. The public parking will be in a location mutually agreed upon between AMLI and the City, provided, all public parking will be reasonably accessible for retail users and all other patrons of the Addison Circle development. The public portion of the garage will include a minimum number of public parking spaces equivalent to the percentage of the City’s contribution proportionate to the total cost to construct the garage. For example purposes only, if AMLI’s total cost to construct the garage is \$10,000,000, then the number of public parking spaces would be equivalent to 34% of the total number of spaces in the garage ( $\$3,400,000 / \$10,000,000 = .34$  (34%)). AMLI acknowledges that City intends to issue debt to fund the City’s contribution to construction of the public portion of parking garage and, to legally qualify as city-issued debt, the funds are required to be used for public infrastructure; meaning the public portion of parking garage shall be available for public use in the manner required by the terms of such financing. City and AMLI will enter into a one or more definitive parking agreements whereby AMLI will have certain management authority for, and be generally responsible for, construction, operation and maintenance of the parking garage, including all costs associated therewith.

(ii) In order to consistently maintain a Class A mixed-use TOD project to City’s standards throughout the term of the ground lease, AMLI (or future tenant) may be required to make capital improvements from time to time. Ten years after the Rent Commencement Date, AMLI will have the right, with City’s approval, not to be unreasonably withheld, to offset the cost of certain capital improvements in excess of ~~\$1-million,000,000~~ (as adjusted for inflation) against the annual ground lease rent once every ~~10~~ten years. The amount of

offset shall not exceed the ground rent in the year the capital improvement project is undertaken. The offset assumes AMLI (or future tenant) has spent the first \$1 ~~million,000,000~~ and will be paid on any amounts above the first \$1 ~~million,000,000~~. A detailed description of allowable capital improvement projects will be further defined in the ground lease.

~~(ii)(iii)~~ If City elects to offer its fee interest in the residential or retail/restaurant/entertainment parcel for sale, then AMLI will have the right of first refusal (ROFR) to purchase the fee simple interest in such parcels at the determined fair market value (FMV) to be further defined in the Definitive Agreements.

~~(iii)(iv)~~ AMLI will be prohibited from transferring its interest in the ground lease for a period of ~~10~~ten years after the Rent Commencement Date without City's approval unless to a qualified owner, such as an institutional owner having similar experience managing over ~~1~~one million square feet of similar "Class A" TOD, mixed-use developments or ownership of over \$500 ~~million,000,000~~ of "Class A" multifamily properties (to be further defined in the ground lease).

~~(iv)(v)~~ The timelines and deadlines in the ground leases and other Definitive Agreements shall be subject to change based on events of force majeure and other unforeseen circumstances outside of AMLI's reasonable control which affect construction progress (to be defined in the Definitive Agreements).

~~(v)(vi)~~ AMLI has completed (and City has approved) a Master Streetscape Development Plan dated February 15, 2023 ("Streetscape Plan") prepared for the office, retail, park, and streetscape plan in the surrounding areas from the North Dallas Tollway to Addison Road and from Addison Circle to Beltline Road, but if necessary to be consistent with the attached Master Concept Plan, an amendment to the Streetscape Plan will be approved prior to October 30, 2023. The purpose of this Streetscape Plan is to enhance and promote the retail and transit experience to "Complete the Circle." This will include but is not limited to tree relocation along Festival Way, burying power lines along +/- 150' of Quorum Drive, and the realignment of Spectrum Road. Other potential improvements addressed in the Streetscape Plan are enhanced paving, planting, improved lighting, signage, and wayfinding to attract more patrons to the circle. The Streetscape Plan will include all offsite infrastructure improvements for the office component of the Project, including the parking garage. All infrastructure improvements shall be as reasonably agreed by City and AMLI and the characterization of items as infrastructure improvements shall not conflict with other components of this MOU.

~~(vi)(vii)~~ The respective obligations of Addison and AMLI will be documented in the Definitive Agreements based on the Streetscape Plan. AMLI's contribution to infrastructure costs contemplated by the Streetscape Plan will not exceed \$1.5 million (plus up to, but not to exceed, \$250,000 in multifamily permit fees for phase 1) with Addison incurring all infrastructure and multifamily permit costs in excess thereof, subject to the final terms of the Definitive Agreements. City agrees that AMLI's permit

fees for the AMLI phase 1 multifamily improvements will be capped at \$250,000, with the off-site infrastructure being incurred by Town as an incentive in conformance with the Definitive master incentive agreement. If Spectrum Road is unable to be re-aligned, the parties agree to discuss alternative design options that will maintain the quality and overall vision for the affected components of the Project. The parties may further agree to equitably share in the additional costs or savings associated with the alternative design.

~~(vii)~~(viii) AMLI will provide payment and completion guarantees from a reputable entity(ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of AMLI's obligations under the Definitive Agreements and will apply to AMLI phase 1 facilities.

~~(viii)~~(ix) There will be no construction or permanent debt placed on the residential property of any kind through final certificate of occupancy. All residential construction and development costs will be financed using equity provided by AMLI on the residential development.

~~(ix)~~(x) Within twelve ~~(+12)~~ months after issuance of the initial multifamily building permit, AMLI will donate \$200,000 to the Addison Arbor Foundation to fund public art in the right of way and public spaces within the development (to be further defined in the Definitive Agreements).

~~(x)~~(xi) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

(c) *AMLI Phase 1 Economics for ~~Other~~the Retail, ~~Restaurants~~Restaurant, and Entertainment Parcel*

- (1) Lot 2, Block A of AMLI Phase I (approximately 1.976 acres) will be subject to a ground lease on substantially the same terms as the ground leases for Lot 3, Block A, Lot 1, Block B, and Lot 1X, Block C of AMLI Phase 1; provided, that subject to mutual agreement of the parties, the retail/restaurant/entertainment area may be sub-leased (not assigned) to a third-party developer and/or operator. Notwithstanding, AMLI will be required to obtain the written consent of Addison (which shall not be unreasonably withheld) prior to entering into a sub-lease for the foregoing property and/or its operation by a third party.
- (2) The City and AMLI will work in good faith to select the operator/developer, and to establish deadlines for AMLI to apply for and obtain permits and commence construction of the improvements on Lot 2 following selection of the operator/developer. The City and AMLI will define said deadlines and establish penalties for noncompliance within the Definitive Agreements.

(3) The following incentive is subject to and intended to support the recruitment of a high-quality retail/restaurant/entertainment operator to implement a concept that meets the intent of this first class urban mixed-use development. ~~Application of this~~This incentive ~~is subject to~~shall be conditioned upon evaluation of and consideration of the merits of the proposed retail/restaurant/entertainment operation, and final approval of the same by the City:

(i) Public Infrastructure Incentive Grant. City will reimburse up to ~~\$3 million~~1,500,000 for public infrastructure costs associated with phase 1 of the Project (on terms to be further defined in the Definitive Agreements).

(4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

(5) AMLI will, at its sole cost, activate the 0.23 acre Lot 4X, Block A by constructing and installing fitness-oriented improvements (e.g., outdoor fitness court(s), pavilion, pickle ball court(s), etc.) and associated site furnishings and landscape, as approved by City. City will retain fee title ownership to the foregoing parcel and will be solely responsible for all maintenance associated with the foregoing improvements following City’s final inspection and acceptance of the same.

### 2.3 Phase 2 Scope:

(a) *Minimum Investment.* Co-Developers will invest a minimum of \$104,200,000 in connection with the Improvements for phase 2 of the Project.

(b) *Stream Phase 2 (Office).* Stream will construct an office building with ground level retail and a public parking garage (“Stream Phase 2”), further described as follows:

Land Area:	3.966 acres
Net Rentable Area:	150,000 sf of office; 4,000 sf of DART Station Improvements
Parking Garage:	850 stall public parking garage
Other:	The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements.

### 2.4 Phase 2 Economics:

(a) *Phase 2 Economics.* The parties agree that the following general economic terms shall apply to phase 2 of the Project, which shall be defined in further detail in the Definitive Agreements:

(1) Stream will sub-lease from City as defined in the DART Interlocal Agreement.



- (2) All ground lease rent will be abated until one year after substantial completion of the Stream Phase 2 office tower.
- (3) City incentives (if any) for Stream Phase 2 will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
- (4) The costs of the additional 300 parking spaces required in the garage for Phase 2 and any other DART specific requirements will be addressed in the Definitive Agreements.
- (5) The parties anticipate construction of a ground enclosed DART Station (not just a platform) that will be in conformance with the quality and vision of the other Project elements. Stream commits to funding a portion of the development costs consistent with its submitted proposal, which provides for Stream committing \$160,000 based upon a construction cost of \$1,600,000 (to be further defined in the Definitive Agreements). The station will replace the existing DART platform and provide service for all DART riders (subject to DART's approval).
- (6) DART, City and Stream will enter into a perpetual parking agreement whereby public parking is available for DART and retail patrons during the day and the entire Addison Circle development on nights and weekends and for special events, subject to the final interlocal agreement with DART and as subject to the terms of the Definitive Agreements.
- (7) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream's obligations under the Definitive Agreements and will apply to Stream's phase 2 office and parking facilities.
- (8) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

2.5 Phase 3 Scope:

- (a) *Minimum Investment.* Co-Developers will invest a minimum of \$23,500,000 in connection with the Improvements for phase 3 of the Project.
- (b) *Scope.* The Definitive Agreements shall include the following general terms and conditions with regard to the scope for phase 3 of the Project:

Boutique Hotel:

Land Area:

1.156 acres

Number of Rooms: 120

Other: The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.6 Phase 3 Economics:

(a) *Phase 3 Economics.* The parties agree that the following general economic terms shall apply to phase 3 of the Project, which shall be defined in further detail in the Definitive Agreements:

- (1) Stream will sub-lease from City as defined in the DART Interlocal Agreement.
- (2) City incentives (if any) for this phase will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
- (3) Stream will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Stream’s obligations under the Definitive Agreements and will apply to phase 3 hotel and related development.
- (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

**3. PROJECT SCHEDULE; DUE DILIGENCE PERIOD**

3.1. Project Schedule. The parties acknowledge that time is of the essence with regard to the Project and agree that each will use its best efforts to proceed in conformance with the proposed Project schedule set forth below:

<b>PHASE 1</b>	<b>Date of Completion</b>
<del>Zoning</del> <u>Revised zoning</u> entitlements approved by City Council	<del>March 14</del> <u>October 30</u> , 2023
Execution of all Definitive Agreements	<del>June</del> <u>October</u> 30, 2023
AMLJ submittal of infrastructure plan	<del>December 2023</del> <u>April 15, 2024</u>

Stream <del>construction start on</del> <u>submittal</u> office/parking <u>building permit application</u>	October <u>30</u> , 2024
AML I submittal of Tower building permit application	<del>June</del> <u>October 30</u> , 2024
<u>Stream construction start on office/parking</u>	<u>March 2025</u>
AML I construction start on Tower	<del>October 2024</del> <u>March 2025</u>
AML I construction start on Podium	<del>January</del> <u>May</u> 2026

<b>PHASES 2 &amp; 3</b>	<b>Date of Completion</b>
Stream construction start on office/parking	TBD*
Stream construction start on hotel	TBD
Office/parking final CO issued	TBD
Hotel final CO issued	TBD

*\*The parties acknowledge that a required date of completion will be established for Phase 2 as soon as practicable and will be subject, in part, to the interlocal agreement between DART and Addison.*

3.2. Modification of Project Schedule. The dates for completion identified in the Project schedule set forth in Section 3.1, above, may not be modified or extended, except by mutual written agreement of the parties. Notwithstanding the foregoing, a party shall be entitled to an extension when the party unable to comply with the Project schedule as a direct result of an event of Force Majeure. As used in this section, the term “Force Majeure” shall mean that the party is prevented or delayed in performing in compliance with the Project schedule, in whole or in part, to such an extent that the party would not be able to meet a required date of completion therein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party’s control and not attributable to its malfeasance, neglect or nonfeasance. The party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (a) how and why their performance was so prevented, (b) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this MOU as soon as reasonably practicable.

3.3. Due Diligence Period. The Due Diligence Period will commence on the Effective Date and expire on the earlier of (i) ~~June~~ October 30, 2023, or (ii) the date upon which the parties have mutually executed all Definitive Agreements required for the Project. The parties will conduct all due diligence with respect to the Project as the parties may deem necessary or appropriate, and the parties shall fully cooperate with each other in this regard. Each party shall be solely responsible for its own costs in connection with

the due diligence required for the Project, except as otherwise mutually agreed by the parties. The Due Diligence Period may be extended by mutual written agreement of the parties.

3.4. Exclusivity. During the Due Diligence Period, City will negotiate exclusively with Co-Developers in good faith to execute the Definitive Agreements for the Project, and will not engage any party other than Co-Developers to act as a developer (or co-developer) of the Project; however, notwithstanding the foregoing, during the Due Diligence Period, City shall have the right to solicit proposals from, and discuss the terms for, other parties to act as a developer (or co-developer) of the Project or a portion thereof. Further, from and after the expiration of the Due Diligence Period, if the Definitive Agreements have not been finalized and executed, City shall have the right to terminate this MOU as to one or both Co-Developers and thereafter engage (or seek to engage) one or more other parties to act as a developer (or co-developer) of the Project or a portion thereof.

3.5. Project Feasibility Assessments. Co-Developers agree that each will promptly, and without undue delay, conduct the feasibility assessments described below during the Due Diligence Period:

- (a) *Property Inspections*. All property due diligence (title examination, surveys, environmental site assessments, soil conditions tests and other physical inspections and similar items) relating to the feasibility of the development of the Project;
- (b) *Zoning and Entitlements*. All required zoning and real property entitlements necessary to develop the Project in conformance with the terms of this MOU and the Definitive Agreements; and
- (c) *Financial Due Diligence*. All financial due diligence reasonably necessary to ensure Co-Developers will be able to secure firm commitments from all lenders, investors, and/or other financing sources related to the design, development, construction, and administration of the Project as contemplated by the parties.

Co-Developers acknowledge that each has already engaged all consultants and/or other third-parties necessary to complete the above-referenced feasibility assessments.

#### 4. MISCELLANEOUS

4.1. Mutual Cooperation; Site Access. The parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times a formal representative who shall serve as a point of contact for communications related to this MOU. City will furnish such rights-of-access to the Project site as reasonably necessary for the parties to conduct their respective due diligence obligations under this MOU.

4.2. Costs and Expenses. Each party shall be responsible for all costs and expenses associated with the preparation and adoption of this MOU, the preparation and adoption of the Definitive Agreements, and future actions related thereto.

4.3. Certification of No Conflicts. Co-Developers hereby warrant to City that each has made full disclosure in writing of any existing or potential conflicts of interest related to its participation in the Project as contemplated in this MOU. In the event that any conflicts of interest arise after the Effective Date of this MOU, Co-Developers hereby agree to immediately disclose the same to City.

4.4. Public Information Act. Co-Developers acknowledge that this MOU, and all documents provided to City in connection with the Project are subject to the legal requirements of the Texas Public

Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information received by City in connection with the same unless a party has previously notified City in writing that it considers the information to be confidential or proprietary trade secrets and has clearly marked all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to City (including City’s officers, officials, employees, consultants, attorneys and/or other authorized representatives). In the event City delivers to Co-Developers information that it has expressly marked “Confidential” or has notified Co-Developers is confidential or is the proprietary information of a third-party, Co-Developers agree neither shall disclose to anyone directly or indirectly during the term of this MOU or at any time thereafter, any such information, nor shall either use any such information for any purpose other than in connection with the Project contemplated in this MOU.

4.5. Governing Law. This MOU shall be construed and governed by the laws of the State of Texas; and venue for any action concerning this MOU shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6. Exhibits. The exhibits to this MOU are incorporated herein.

4.7. Amendment. This MOU may only be amended by mutual written agreement executed by all parties.

4.8. Counterparts. This MOU may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –  
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Third Amended MOU as of the Effective Date.

For City:

TOWN OF ADDISON, TEXAS

By: \_\_\_\_\_  
David Gaines, City Manager

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

NOTICE ADDRESS:

Town of Addison  
Attn: City Manager  
P.O. Box 9010  
Addison, Texas 75001  
E: [dgaines@addisontx.gov](mailto:dgaines@addisontx.gov)

For Co-Developer AMLI:

For Co-Developer Stream:

AMLI RESIDENTIAL PARTNERS, LLC  
a Delaware limited liability company

STREAM REALTY ACQUISITION, L.L.C.  
a Texas limited liability company

By: \_\_\_\_\_  
Taylor Bowen, Authorized Signatory

By: \_\_\_\_\_  
Ramsey March, Managing Director

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

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

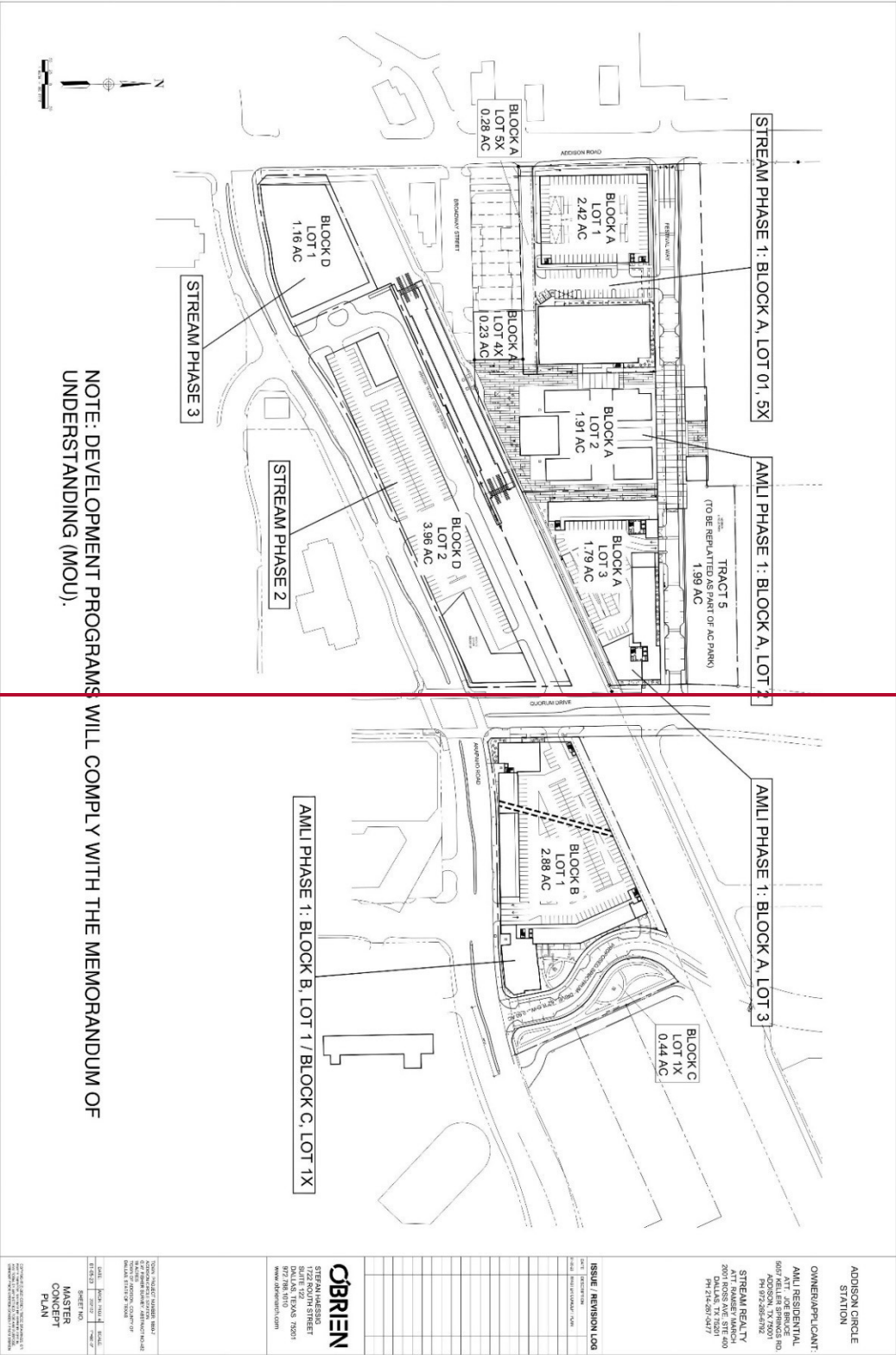
NOTICE ADDRESS:

AMLI Residential Partners, LLC  
5057 Keller Springs Road, Suite 250  
Addison, TX 75001  
Attn: Taylor Bowen and Joe Bruce  
E: [TBowen@amli.com](mailto:TBowen@amli.com) and [JBruce@amli.com](mailto:JBruce@amli.com)

NOTICE ADDRESS:

Stream Realty Acquisition, L.L.C.  
2001 Ross Avenue, Suite 400  
Dallas, Texas 75201  
Attn: Ramsey March  
E: [rmarch@streamrealty.com](mailto:rmarch@streamrealty.com)

# Exhibit A Master Concept Plan



NOTE: DEVELOPMENT PROGRAMS WILL COMPLY WITH THE MEMORANDUM OF UNDERSTANDING (MOU).

<b>ADDISON CIRCLE STATION</b> OWNER/APPLICANT: AMLI RESIDENTIAL 3821 JEFFERSON AVE ADDISON, TX 76011 PH: 972-288-9192 STREAM REALTY 2001 ROSSETT AVE STE 400 DALLAS, TX 75201 PH: 214-251-5417										
<b>ISSUE / REVISION LOG</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION						
NO.	DATE	DESCRIPTION								
<b>CBRIEN</b> SITE PLAN DESIGNER 12001 W. LAMAR AVE. SUITE 1100 DALLAS, TEXAS 75244 PH: 972-786-5100 WWW.CBRIEN.COM										
<b>PROJECT INFORMATION:</b> PROJECT NAME: ADDISON CIRCLE STATION SHEET NO.: 11 OF 12 DATE: 11/15/23										







**Council Meeting 2023**

**9.**

**Meeting Date:** 06/27/2023

**Department:** City Secretary

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**AGENDA CAPTION:**

**REQUESTS FOR CLARIFICATION OF AGENDA ITEMS LISTED ON THIS AGENDA.**

This section includes questions members of the City Council direct to staff on any item listed on this agenda. Answers are compiled in a report and provided to the City Council and members of the public by clicking on Exhibit 1 of the item below. The link found within the document will provide access to the supporting documentation. The report will be available prior to the start of the meeting. Any handouts distributed at the meeting will also be uploaded to the below link by 12:00 PM on the business day following the meeting.

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

Exhibit 1: Council Questions/Answers

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**Answers to Council Questions – June 27, 2023**

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**Item #1:** Present and discuss non-profit organization grant funding for Fiscal Year 2024.

**Question 1:** Would you please provide for each of the nonprofits presenting:

- Amount requested.
- Amount last granted and any conditions on the amount awarded (i.e. - matching).
- How much has Addison contributed to each non-profit each year for the past 5 years?
- The specific number of Addison residents involved and in what capacity i.e. - number of participants served, number of Addison volunteers, etc.

**Response:**

FY2024 Amount Requested:

Addison Arbor Foundation - \$65,000 (full primary grant)  
 Dallas Cat Lady - \$5,000  
 Metrocare Services - \$10,000  
 Metrocrest Services - \$82,650  
 Outcry Theatre - \$10,000  
 WaterTower Theatre - \$450,000 (full primary grant)  
 Woven Health Clinic - \$8,000

FY2023 Approved Funding:

Addison Arbor Foundation - \$65,000 = \$50,000 primary grant + \$15,000 matching funds  
 Dallas Cat Lady - \$5,000  
 Metrocare Services - \$2,500  
 Metrocrest Services - \$82,650  
 Outcry Theatre - \$2,500  
 WaterTower Theatre - \$425,000 = \$226,589 primary grant + \$150,000 matching funds + \$16,400 in-kind office rent + \$32,011 in-kind production rent  
 Woven Health Clinic - \$5,000

<b>Non-Profit Organization</b>	<b>FY2023</b>	<b>FY2022</b>	<b>FY2021</b>	<b>FY2020</b>	<b>FY2019</b>
Addison Arbor Foundation	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Dallas Cat Lady	\$5,000	\$5,000	\$5,000	\$5,000	N/A
Metrocrest Chamber of Comm.	N/A	N/A	N/A	\$35,000	\$35,000
Metrocare Services	\$2,500	\$2,500	\$2,500	\$5,000	N/A
Woven Health Clinic	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Metrocrest Services	\$82,650	\$66,120	\$66,120	\$66,120	\$66,000
The Family Place	N/A	\$2,500	\$2,500	\$2,500	\$2,500
WaterTower Theatre	\$425,000	\$375,000	\$375,000	\$500,000	\$445,000



**Answers to Council Questions – June 27, 2023**

Outcry Theatre	\$2,500	\$2,500	\$2,500	\$5,000	N/A
Cavanaugh Flight Museum	N/A	N/A	N/A	\$65,000	\$50,000

Number of residents the NPO provided services for (per application):

Non-Profit Organization	FY2023	FY2024
Addison Arbor Foundation	All residents	All residents
Dallas Cat Lady	39	40
Metrocrest Chamber of Comm.	1,076	1,130
Metrocare Services	19	32-80
Woven Health Clinic	180	180
The Family Place	N/A	N/A
WaterTower Theatre	18,600	25,000+
Outcry Theatre	100	125
Cavanaugh Flight Museum	N/A	N/A

**Question 2:** Would you also provide the budgeted amount from the hotel fund that will not take the fund into a negative balance.

**Response:** The hotel fund ended fiscal year 2022 with a total fund balance of \$4,641,300 and we estimate we will end fiscal year 2023 with a total fund balance of approximately \$4.1M. Budgeted expenditures beginning in FY24 are proposed to be reduced in areas where funds have not been fully utilized in past years. This results in the fund maintaining a fund balance in excess of the amount required by the Town’s financial policies over the next ten years.

**Item #2:** Present and discuss an update on Addison Kaboom Town! 2023.

**Question 1:** What is total cost of Kaboom Town? How much is offset by sponsorships?

**Response:** Total cost budgeted is \$531,809. Sponsorship dollars secured for 2023 is \$77,250. Additional revenue streams include a percentage from food, beverage and merch sales that will be calculated post event.

**Item #3:** Present and discuss a review of the Facility Utilization Study Phases 1 and 2.

**Question 1:** Is the webpage at <https://addisontexas.net/general/facilities-guide> up to



## Answers to Council Questions – June 27, 2023

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date? If yes, can you please share the cost incurred by the Town if any for Police Substation at 4943 Addison Circle, Addison, TX 75001? Also, can you please share when and how this location is used?

**Response:** Yes. There are no annual costs (other than IT and janitorial) incurred for this space. It was donated to the Police Department when Addison Circle was built. PD uses this space as a command post during special events and it is available for officers to write reports, take phone calls or meet complainants.

**Item #5:** Consider action on Change Order #1 to the Fiscal Year 2023 contract with Rey-Mar Construction LLC for the construction of the Lake Forest Drive Waterline Upgrades and Wastewater Improvements Project and authorize the City Manager to execute the change order in an amount not to exceed \$1,338,646.40.

**Question 1:** After the bid opening, what other alternative options did staff explore to secure a contractor?

**Response:** Staff explored alternative options for procurement, including engaging contractors through purchasing cooperatives like BuyBoard and leveraging the Town's existing IDIQ contract.

Upon receiving a cost proposal from the BuyBoard cooperative for the wastewater pipe bursting component of the project, it was found to be comparable to the pricing obtained through the IDIQ contract. However, implementing the BuyBoard option would have necessitated dividing the project into two distinct phases, each requiring the involvement of separate contractors operating at different times. This approach would have extended the construction timeframe and caused a more significant inconvenience to residents.

**Question 2:** What factors contributed to the increase (\$309,454.40) in overall cost between the Total Project Cost (\$1,508,454.00) and the Original Project Budget (\$1,199,000.00). How was the Original Projected Budget developed?

**Response:** After consulting with contractors, staff identified the primary factors contributing to the increased costs as follows:

- Restricted work area: The contractors expressed concerns about operating within a confined space on a private drive while ensuring uninterrupted access for residents.
- Limited staging space: The available area for equipment and material placement was insufficient, posing logistical challenges for the contractors.
- Subsurface rock: The presence of substantial subsurface rock in the area added complexity to the project, requiring additional resources and effort.

The original project budget was developed based on bids with similar line items in the

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## Answers to Council Questions – June 27, 2023

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DFW area.

**Question 3:** Please describe the temporary water lines and temporary wastewater lines, their phasing and impact to resident access and service in the area.

**Response:** To ensure uninterrupted water services during the construction of the new water line, temporary bypass water lines will be installed. These temporary lines will facilitate the continuation of existing water services until the completion of the new water line. By minimizing service disruptions, this approach aims to mitigate the impact on residents, reducing the frequency of interruptions to their water service.

Similarly, for the pipe bursting operation between wastewater manholes, temporary bypassing of the wastewater lines will be necessary. It is crucial to halt active flows in the sewer pipe during the pipe bursting process. The temporary bypass will enable the necessary work to be carried out while allowing wastewater flows to proceed unaffected, ensuring normal functioning of the system.

**Question 5:** How does the funding for the IDIQ contract with Re-Mar Construction work? Does the \$150,000 cover work done up to that amount and then require additional funding approval beyond that?

**Response:** Correct. As per the Council's approval of the IDIQ contract in April 2022, an annual budget of \$150,000 has been allocated for the utility IDIQ contract. However, any additional funding exceeding \$50,000 necessitates the approval of the City Council.

**Question 6:** Would like background on the option of working with the homeowners to replace the road. The road is in bad shape. I understand there is significant cost savings with replacing the pavement when repairing the utilities underneath a road.

- Did the Town pursue working with the homeowners to replace the road. If so, what was the outcome of those efforts?

**Response:** Town staff made extensive efforts to collaborate with homeowners in addressing the road replacement issue. Multiple meetings were held between Town staff and homeowners to discuss the possibility of including the repaving of the private roadway as part of the larger project, with homeowners funding the paving costs.

To facilitate the road replacement process, all homeowners were required to sign a right-of-entry agreement that outlined the specific obligations and responsibilities of each party involved. The City Attorney drafted this right of entry.

Unfortunately, despite the numerous meetings and efforts made by both Town staff and homeowners, a consensus could not be reached. Several homeowners objected to the indemnification clause intended to protect the Town from potential liabilities during the



## Answers to Council Questions – June 27, 2023

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road replacement process. These disagreements ultimately led to an impasse, preventing the parties from reaching a solution.

**Question 7:** More explanation on the no bid received and going with Rey-Mar Construction. What is the reason for no bidders on the project?

**Response:** After the bidding process concluded, staff reached out to contractors to inquire about their reasons for not submitting bids for the project. The primary feedback received highlighted concerns regarding liability associated with conducting the project in a confined area situated on privately owned property. Contractors also expressed apprehensions about the availability of suitable spaces for staging materials and equipment. This, coupled with the relatively small size of the project, led to no bidders.

Staff then sought other options to perform the work, including getting pricing on individual components of the project and utilizing our existing IDIQ contractor (Rey-Mar). Since the Town already has a contract with Rey-Mar and their pricing was in-line with that received on individual components, it was determined that they would be the best option for the work.

**Item #6:** Consider action on a Resolution approving an agreement with VFC Group, LLC (d/b/a Taylor Lightning Protection, LLC) to install lightning protection for four (4) Town facilities and authorizing the City Manager to execute the agreement in an amount not to exceed \$77,684.28.

**Question 1:** Does the addition of lightning protection effect our insurance rates for these buildings?

**Response:** The Town's current insurance provider does not offer rate reduction or discounts for these types of additions.

**Question 2:** Will a roofing contractor be required for any of these installations?

**Response:** Taylor Lightning Protection will perform all duties in relation to the project.

**Question 3:** What is the construction timetable if approved?

**Response:** We are planning to start on July 10<sup>th</sup> based on submittal of a purchase order. Looking at completion date of September 15<sup>th</sup>.

**Question 4:** Why just these 4 facilities? What is the lightning protection status of the other facilities in Addison?



## Answers to Council Questions – June 27, 2023

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Response: Police, Fire Station 1 and the Service Center have high end networking equipment and public communication equipment. The Athletic Club has newer and expensive equipment such as the Dectron, chiller and boiler units that keep the building operational.

Fire Station 2 has a single lightning rod on the peak of the bay area. The Athletic Club has some already, but only for the fitness wing, not protecting the remainder of the building. The remaining buildings do not have lightning protection currently.

**Question 5:** Have we ever had any lightning protection systems in the past? If so, can staff please share the cost, results, etc.?

**Response:** Fire Station 2 has a single lightning rod on the peak of the bay area. The Athletic Club has some already, but only for the fitness wing, not protecting the remainder of the building. Staff does not have the cost from these items as they were purchased long ago. The remaining buildings do not have lightning protection currently.

**Question 6:** Has a Town facility ever been hit by lightning caused electrical damage? If so, can staff please share a high-level summary of the electrical damage?

Response: Yes, Fire station # 1 was hit by lightning. The electrical damage was extensive. It fried the memory chip on Police Report Management System server and destroyed two radio communication servers.

**Item #7:** Consider action on a Resolution approving an agreement with Mexzim Corporation to remodel Fire Station #1 and #2 dormitory rooms and authorizing the City Manager to execute the agreement in an amount not to exceed \$314,235.50.

**Question 1:** If approved, what are the construction time tables for these projects?

**Response:** Based on the material lead times, work will start on 8/14 at Fire Station 1 with the expected completion by 9/8. Fire Station 2 will start on 9/11 with the expected completion of 10/6.

**Question 2:** How will sleeping facilities be provided during the construction at each station?

**Response:** Station 1's training room will be used as a temporary sleeping area using existing mattresses. Station 2 elected to utilize their living room as a temporary sleeping area. They are also able to use the training room at Station 1 if needed. We are requiring that the company have all materials and tools on site before they start to minimize the inconvenience.