



Addison City Council Meeting

June 11, 2024

Addison Conference Centre

15650 Addison Road

Addison, Texas 75001

AMENDED 6/11 at 1:50pm - Addition of Council Questions and Answers Document and Replacement of Presentation in WS Item #6.b

Email comments may be submitted using the Public Comment Form located on Addison's website by 3:00 PM on the meeting day. The meeting will be live-streamed at www.addisontexas.net.

WORK SESSION

The Addison City Council will convene in the Acacia Room beginning at 5:00 PM.

1. **Call Meeting to Order and Announce that a Quorum is Present.**
2. **Citizen Comments on the Consent Agenda Items.** This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. 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 beginning of this item.
3. **Council Member Clarification Requests Regarding Consent Agenda Items.**
 - a. Council Questions & Answers
4. **Closed Meeting.** The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following item(s):

- a. Section 551.087(1): Economic Development Negotiations to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations:
 - Addison Circle Transit Oriented Development Project
 - b. Section 551.074 (a) (1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
 - City Secretary Appointment
5. **Open Meeting.** In accordance with Texas Government Code Chapter 551, the Addison City Council will reconvene in an Open Meeting to consider action, if any, on the matters discussed in the Closed Meeting.
6. **Work Session Reports**
- a. Present and discuss the proposed creation of a Tourism Public Improvement District (TPID) in Addison.
 - b. Present and discuss Addison Kaboom Town! 2024.
 - c. Present and discuss the Proposed Annual Budget for the Town of Addison for Fiscal Year 2025 (beginning October 1, 2024, and ending September 30, 2025), including, but not limited to, the General Fund, Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, Infrastructure Investment Fund, and Long-Term Planning.
 - d. Present and discuss City Council boards, commissions, and liaison appointments.

COUNCIL MEETING

The Addison City Council will convene for a Council Meeting beginning at 7:00 PM in the Council Chambers.

1. **Pledge of Allegiance.** United States and Texas Flags

2. **Proclamations / Presentations**
 - a. City Manager's Announcements

 - b. Employee Recognition

3. **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.

4. **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.
 - a. Consider action on the Minutes from the May 28, 2024 City Council Meeting.

 - b. Consider action on a Resolution approving an Agreement between the Town of Addison, Texas and Tri-Lam Roofing & Waterproofing, Inc. for the replacement of the roof at 4310 Wiley Post Road and authorizing the City Manager to execute the Agreement in an amount not to exceed \$95,990.

 - c. Consider action on a Resolution approving of the purchase of thirty-four (34) Panasonic rugged laptops and accessories for police vehicles and fire apparatus through DIR, the Texas Department of Information Resources contract with MCT, Mobile Concepts Technology in an amount not to exceed \$174,652.00.

- d. Consider action on a Resolution approving an agreement between the Town of Addison and Kleen Pipe Underground Pipe Maintenance for repair and cleaning of stormwater pipe and authorizing the City Manager to execute the agreement in an amount not to exceed \$117,195.

5. **Items of Community Interest.** The City Council will have this 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.

6. **Adjourn Meeting.**

NOTE: The City Council reserves the right to meet in a Closed Meeting at any time during this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551. Any decision held on such matters will be conducted in an Open Meeting following the conclusion of the Closed Meeting.

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

Posted by: _____
Date posted: _____ Time posted: _____
Date removed from bulletin board: _____
Removed by: _____

City Council (FY24)

3. a.

Meeting Date: 06/11/2024

Department: City Manager

AGENDA CAPTION:

Council Questions & Answers

BACKGROUND:

The Council Questions and Answer document, along with any handout(s) provided during the meeting, will be attached below. Due to the requirement to post the agenda prior to these attachments being created, the Council Questions and Answers document will be uploaded just prior to the meeting. Any handouts presented during the meeting will be added on the next business day.

RECOMMENDATION:

Information only.

Attachments

Answers to Council Questions



Answers to Council Questions – June 11, 2024

Work Session

Item #6.c: Present and discuss the Proposed Annual Budget for the Town of Addison for Fiscal Year 2025 (beginning October 1, 2024, and ending September 30, 2025), including, but not limited to, the General Fund, Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, Infrastructure Investment Fund, and Long-Term Planning.

Question 1: What is the history of fuel flowage fee increases?

Response: Effective October 1, 1994, Addison City Council Resolution #R94-079 decreased the fuel flowage fee from \$0.145/gallon to \$0.12/gallon.

In 2009, the Airport implemented a higher fuel flowage fee (\$0.20/gallon) for Non-Public (self-fueling) operators.

Fuel flowage fees were last increased effective May 1, 2016:

- from \$0.12/gallon to \$0.14/gallon for FBOs, and
- from \$0.20/gallon to \$0.22/gallon for Self-fuelers.

Item #6.d: Present and discuss City Council boards, commissions, and liaison appointments.

Question 1: Please clarify when Council will make the actual appointments to the City Council boards, commissions, and liaison appointments.

Response: The Mayor will make Council liaison appointments at tonight's meeting. Staff will make a short presentation to introduce the item during the Work Session. Appointments to Planning & Zoning and Board of Zoning Adjustment will take place in December 2024 for those with terms that are set to expire at the end of this year (Places 1-3). Those will be made by the Place's appointing Council Member as shown in the chart below.



Answers to Council Questions – June 11, 2024

Place	P&Z	BZA	Term Expires	Appointed By:
1	Denise Fansler	<u>Lary</u> Brown	December 31, 2024	Mayor Pro-Tempore Gardner
2	Diane Chavez	Tyler Wright	December 31, 2024	Council Member DeFrancisco
3	Tyler Sommers	Jimmy Nieman	December 31, 2024	Council Member Freed
4	Tom Braun	James Peck	December 31, 2025	Deputy Mayor Pro-Tempore Craig
5	Jimmy Barker	Mike O'Neal	December 31, 2025	Council Member Willesen
6	Ed Copeland	John <u>Eaglen</u>	December 31, 2025	Council Member Liscio
7	Chelsey Smith	Sheila Wooldridge	December 31, 2025	Mayor Arfsten

City Council (FY24)

4. a.

Meeting Date: 06/11/2024

Department: City Manager

AGENDA CAPTION:

Section 551.087(1): Economic Development Negotiations to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations:

- Addison Circle Transit Oriented Development Project

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24)

4. b.

Meeting Date: 06/11/2024

Department: City Manager

AGENDA CAPTION:

Section 551.074 (a) (1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

- City Secretary Appointment

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24)

6. a.

Meeting Date: 06/11/2024

Department: Communications & Marketing

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present and discuss the proposed creation of a Tourism Public Improvement District (TPID) in Addison.

BACKGROUND:

A TPID is a specific type of public improvement district created under state law designed to enhance and promote tourism and hotel-related activities within a designated area. The primary aim is to fund enhanced marketing and sales initiatives which draw convention and group business to a city.

Recently, Addison’s Marketing and Tourism Department discussed with local hoteliers the possibility of establishing a TPID in order to be more competitive with area cities when soliciting group business. Dallas, Arlington, and Frisco have had TPIDs for several years. A total of seven cities across Texas have created TPIDs, and a number of other cities are considering the creation of their own TPIDs as well.

In 2019, the Texas Legislature amended state law to provide all Texas municipalities with the authority to create a tourism public improvement district within their city. A petition to create the TPID and the service plan must be signed by owners of over 60 percent of the total appraised value of hotels within the proposed district and one of the two following criteria:

60+% of the surface area of hotels within the district; OR
60+% of the number of hotels within the district

Addison and the Texas Hotel and Lodging Association held informational meetings with Addison hotels and did individual outreach. Support of the proposed TPID among the Addison hotel community is strong.

The Proposed Addison TPID Parameters:

- Hotels in Addison with 50 rooms or more will be assessed a 2.0% fee on all taxable hotel room sales.
- Any new hotels constructed after the creation of the District with 50 rooms will be added to the District pursuant to state law.

- The District Service Plan is for a 10-year period.
- Estimated to generate \$12.6 Million during the 10-year period.
- The improvements funded by the TPID will be overseen by a non-profit management corporation, the Board of which will be composed of hoteliers within the district.
- TPID funds may only be used as set forth in the service plan and as provided under state law. State law restricts TPID expenditures to those relating to “advertising, promotion or business recruitment [...] directly related to Hotels (Local Government Code Chapter 372.0035(e)).
- Addison tourism staff will serve as the administrative entity responsible for implementing the decisions and recommendations of the Addison TPID corporation Board.

The TPID assessment is collected under the same schedule and process now in place for local hotel tax collections. An annual budget and service plan will be implemented by Addison Marketing and Tourism under the oversight of the Addison TPID Board. State law requires that City Council review and approve the service plan annually throughout the term of the District.

Revenue from the assessment would be focused on four service categories: marketing (35%), sales (50%), administrative (15%), and tourism research (5%). A copy of the proposed service plan and petition are included with the agenda item. Once the Town approves of the service plan and petition document, petitions will be gathered from hoteliers within the proposed district. The Town may not edit the petition or the service plan once the petition drive has commenced. Once a complete petition is submitted to the Town, the Town will review it to validate the sufficiency of the signatures, and to determine whether the 60% threshold has been met.

After validation of the petition, the City Council will order two public hearings as required by state law to create the district, set the assessment rate, and approve assessment roll.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - TPID

Petition Cover Page

Addison TPID Petition

Draft Service Plan

Tourism Public Improvement District

June 11, 2024

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. This 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 lines and a grey triangle.

Tourism Public Improvement District (TPID)

Special type of local public improvement district composed solely of “non-contiguous” hotels that are located throughout a city. The authority to create a Tourism Public Improvement District (TPID) in Texas was first approved by the Texas Legislature in 2011 and initially only allowed such a district to be created in Dallas. In 2015, the Texas Legislature expanded this authority to allow the Cities of Arlington, Fort Worth, San Antonio, and Austin to also consider creation of a TPID. In 2019, the Texas Legislature further amended state law to provide all Texas municipalities with the authority to create a tourism public improvement district within their city.

- TPID revenues are not considered “taxes” that are imposed by a government; they are self-assessments levied by the City pursuant to a petition of over 60 percent of the ownership of the properties who are agreeing to the proposed assessment against each of the properties within the District.
- TPID funds can only be expended for the purposes set outlined in the service plan and Chapter 372 of the Local Government Code.

Cities in Texas With TPIDS

ADDISON

- **Arlington**
- **Corpus Christi**
- **Dallas**
- **Fort Worth**
- **Frisco**
- **San Antonio**
- **Waco**

Addison's TPID

The Addison logo is a blue circle with the word "ADDISON" in white, uppercase letters.

Recommended Assessment: 2%

Term: Renewal after 10 years

Recommended Service Plan:

SERVICE PLAN	%	2025	2026	2027	2028	2029	2030	2031	2032	2034	2035
Marketing	35%	\$535,500	\$546,210	\$557,134	\$568,277	\$579,642	\$591,325	\$603,060	\$615,121	\$627,424	\$639,972
Sales	50%	765,00	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246
Research	5%	76,500	78,030	79,591	81,182	82,806	84,462	86,151	87,874	89,632	91,425
Admin	10%	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849
TOTAL	100%	\$1,530,000	\$1,560,600	\$1,591,812	\$1,623,648	\$1,656,121	\$1,689,244	\$1,723,029	\$1,757,489	\$1,792,639	\$1,828,492

Step 1: Production and Approval of Petition and Service Plan Documents

Step 2: Gather Petition Signatures

1) by petition signatories from owners of over 60 percent of the total appraised value of hotels within the proposed district; and

2) by petition signatures from owners of over 60 percent of the total number of owners of hotels within the district;

or

by petition signatures from owners of over 60 percent of the surface area of the hotels within the district.

Marketing – 35%

- Increased internet marketing (advertising and promotion)
- Additional print ads in magazines and newspapers
- New collateral and promotional materials production
- Enhanced public relations efforts
- Development of Travel writer/social media influencer program

Sales – 50%

- Expand services with focuses on additional anticipated sports business, national sales, and leisure sales.
- Increase involvement with key associations and organizations such as CVENT, Connect, and others.
- Create a separate TPID hotel support fund to provide additional sales incentives to maintain and attract new meetings, conventions, events, and business travel

Tourism Research – 5%

- Prospecting and using research metrics to ensure a strong ROI from the sales and marketing initiatives undertaken by the ATPID.

Administrative Costs – 10%

- Collection of TPID fees and administration of the decisions and recommendations of the Addison TPID Board

- Key to the functioning of a TPID is the creation of its own nonprofit corporation to manage and oversee the work of the District.
- This corporation has a board of directors that is solely composed of area hoteliers who have hotels within the District.
- Addison Marketing and Tourism Department will serve as the administrative entity responsible for implementing the decisions and recommendations of the Addison TPID Board.
- The TPID assessment is collected under the same schedule and process now in place for local hotel tax collections.
- An annual budget and service plan will be implemented by the Town of Addison under the oversight of the Addison TPID Board.

Step 3: Submit Petition Packets to City

Step 4: City Staff Review and Verify Sufficiency of Petitions

Step 5: City Council to Order Two Public Hearings

Step 6: City to Publish and Mail Notice of Public Hearings

Step 7: City Holds Public Hearings

Step 8: City Publishes Newspaper Notice of TPID Approval

Step 9: Hotels Update Billing Software to Add TPID Assessment to Guest Folios

Step 10: City Amends its Hotel Occupancy Tax Collection Form for Hotels

Step 11: TPID Becomes Operational and Remittances Begin

Questions

STATE OF TEXAS §

TOWN OF ADDISON §

TO: THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ADDISON, TEXAS

**APPROVAL OF PETITION AND
VERIFICATION OF SIGNATORY AUTHORITY**

Full Legal Name of Hotel: _____

Address of Hotel: _____

(County Appraisal District) Listing of Hotel Owner: _____

(County Appraisal District) Listing of Hotel Owner Address: _____

I, the undersigned, am a duly authorized representative of the Hotel identified above (hereinafter referred to as "Hotel") and acknowledge that the record owner of this Hotel would be liable for the assessment under the proposed Town of Addison Tourism Public Improvement District.

By executing this **Approval of Petition and Verification of Signatory Authority**, I am requesting, and concur in, the establishment of the District and inclusion of the Hotel within the proposed Addison Tourism Public Improvement District (ATPID). I hereby certify on behalf of the Hotel that the individual and/or position identified below has the authority to legally bind the Hotel and to execute the Tourism Public Improvement District petition on the Hotel's behalf. I affirm that such binding authority has been granted by the Hotel's ownership group.

By virtue of the same (singular) signature below, I do request on behalf of the Hotel that the Town Council of the Town of Addison, Texas include the above noted hotel within the proposed Addison Tourism Public Improvement District (TPID) under the Public Improvement District Assessment Act, V.T.C.A. Local Government Code, Chapter 372 (The 'Act'), so that the powers granted under the Act may be exercised by the Town of Addison.

Name: _____

Please print name of Owner/Authorized Representative of Hotel Ownership Group (May be Hotel GM if GM is authorized to sign on behalf of Hotel Ownership Group)

Signature of Owner/Authorized Representative of Hotel Ownership Group (May be Hotel GM if GM is authorized to sign on behalf of Hotel Ownership Group)

Title of above Signatory

Name of Entity Employing Above Signatory (e.g.; name of hotel ownership group, hotel, or management company, etc.)

Date: _____

Note: The Hotel signatory further represents, affirms, and certifies that, with respect to the creation and implementation of the ATPID, the Town is fully entitled to rely on the warranty and representation set forth in this form for purposes of creation of the proposed ATPID unless and until the Town receives written notice from the Hotel of a change. The Hotel acknowledges that they are solely responsible for ensuring that the Town is provided with an updated form within ten (10) business days of any change to the signatory authority.

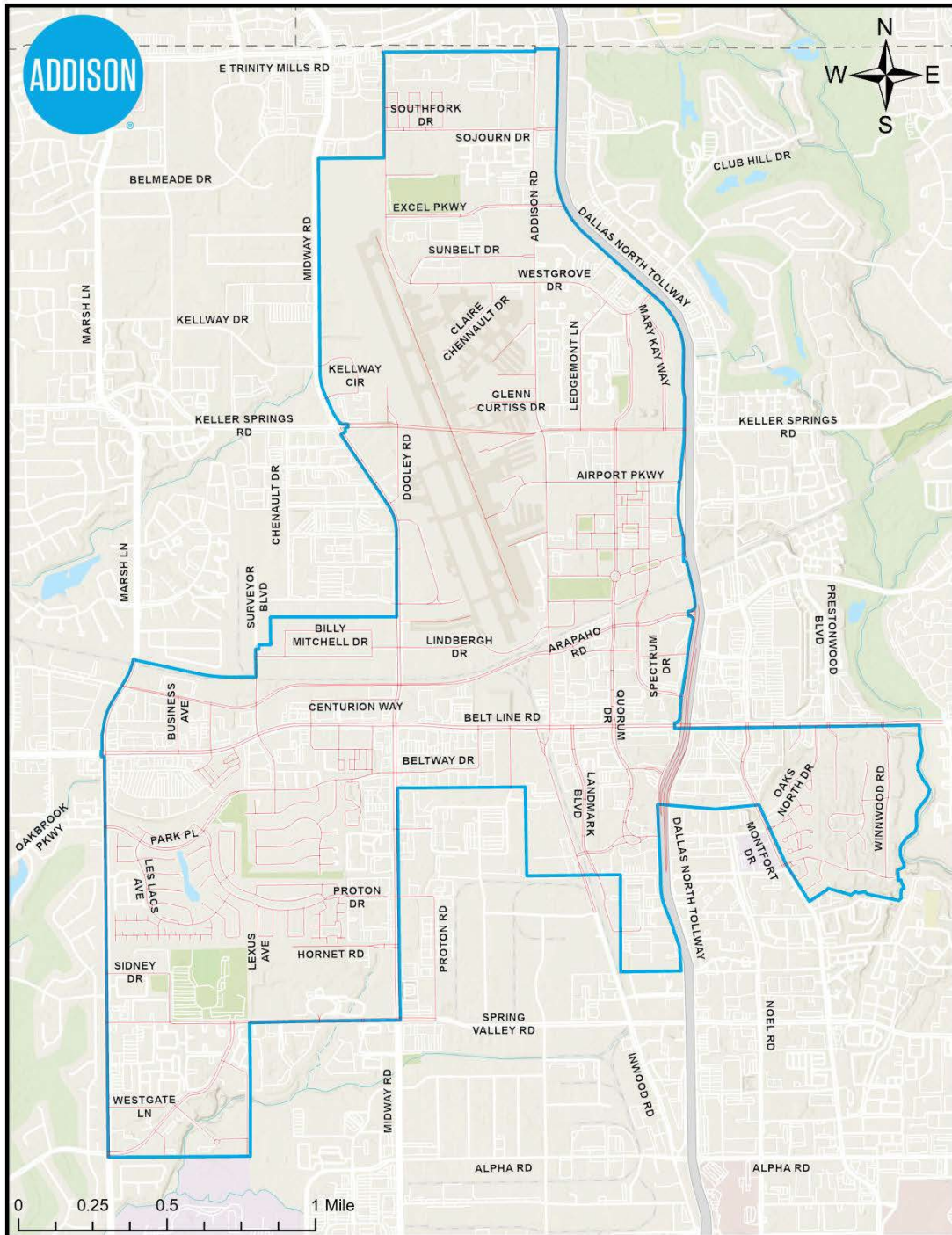
Petitioners present the following information concerning the proposed creation of the Addison Tourism Public Improvement District:

- (1.) District Name.** The name of the district will be the Addison Tourism Public Improvement District.
- (2.) District Boundaries.** The District will be located wholly within the Town of Addison, TX (the “Town”), a Texas home rule municipality. The proposed boundaries of the proposed assessment district are as shown on the attached map marked Exhibit “A” and shall solely include non-contiguous hotel properties with 50 or more rooms within the Town of Addison as shown on the attached list marked Exhibit "A-1".
- (3.) General Nature of Proposed Improvements/District.** The general nature purpose of the proposed District will be to undertake special supplemental services relating to the District, limited to marketing, business recruitment, and promotional activities authorized by the Act for promotion of the district, including the provision of incentives by the ATPID to organizations to encourage them to bring their large and city wide meetings to Addison and to fund additional marketing by the Addison Tourism and Marketing Department to increase hotel stays within the Town. The District will supplement and enhance services within the area of assessment.
- (4.) Proposed Method of Assessment.** The District assessment will be levied on hotels with 50 or more rooms located within the District. The proposed cost of the services to be provided shall be assessed in a manner that results in imposing equal shares of the cost of the services on hotels that are similarly benefitted. Under the Act, the apportionment of the cost of the services among property in the TPID territory must be made on the basis of special benefits accruing to the property because of the services provided. The total cost of the services to be provided shall be apportioned during the year based on a rate of 2% of taxable room-nights sold at hotel with 50 hotel rooms located within the District. Accordingly, those qualifying hotels that sell more rooms will pay a greater portion of the assessment since those properties benefit more from the incentives and promotion and marketing services provided by the District. Room night sales that are not subject to the Town’s hotel occupancy tax shall not be included for the District assessment. The updated service plan and assessment rate must be reviewed and approved annually by the Addison Town Council. The total assessment actual amount collected for the district term may be less than the amount budgeted in the entire term, but it shall not be more than the total amount budgeted in the attached Service Plan approved by the petitioners.
- (5.) Estimated Cost: No Bonded Indebtedness.** During the proposed ten (10) year period, the estimated annual cost of improvements and services provided by the District are projected to range from about one million five hundred and thirty thousand to about one million eight hundred and thirty thousand dollars (\$1,530,000 to \$1,828,492) annually;

however, in no event shall the assessment amount exceed two percent of the price paid to hotels for a room in a hotel. The district shall not incur bonded indebtedness. See the attached preliminary ten (10) year budget for total estimated collections. The service plan budget and assessment amount are subject to annual review by the tourism public improvement district board and are subject to an annual public hearing and approval by the Addison Town Council.

- (6.) **Apportionment of Cost Between the District and the Municipality as a Whole.** The District shall pay the full cost of the supplemental services described in this petition by assessment against qualifying hotels with 50 or more rooms within the district. This shall include assessment of qualifying hotels that are owned by the municipality.
- (7.) **District Management.** The District shall be managed by a private nonprofit corporation created under Chapter 22 of the Texas Business Organizations Code. The Addison Town Council will review and approve annually the updated service and assessment plan for purposes of determining the annual budget, determine and levy assessments and conduct other functions as required by the Act, and the Addison Tourism Public Improvement District Corporation will be managed the District pursuant to a contract with the Town. The Addison Tourism Public Improvement District Corporation shall have the authority to propose minor adjustments of up to ten percent of the funds within approved budget categories of the adopted service plan.
- (8.) **Advisory Board.** An advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality. In the case of the ATPID, the District will be managed through a contract between the Town and the Addison Tourism Public Improvement District Corporation.
- (9.) **District Dissolution.** The District shall automatically dissolve in ten years unless renewed or dissolved through the petition and approval process as provided by the Act.
- (10.) **Headings.** The headings of the paragraphs contained in this Petition are for the convenience of the reader and do not constitute a part of this Petition. This petition may be executed in multiple counterparts.
- (11.) **Request for Creation of the Addison Tourism Public Improvement District.** The persons signing the Petitions request or concur with the creation of the District and request that this Petition be considered at the earliest possible time and that the Addison Town Council takes those lawful steps necessary to approve the creation of the District, authorize the services and improvements described herein, levy the necessary assessments to pay for the improvements and services and take any additional actions by law for the benefit of the District.

Exhibit A



Addison Tourism Public Improvement District (ATPID) Service & Assessment Plan for 2025 -2034

The Addison Tourism Public Improvement District (ATPID) supplements the existing local hotel tax funding for the Addison sales and marketing budget in order to generate increased leisure, business, and large group business to Addison hotels. The Service Plan is formulated to positively impact this visitation to Addison overnight accommodations through strategic expenditures that must be approved and are overseen by a Board of Directors for the Tourism District. The voting members of this TPID Board of Directors is solely composed of a representative group of hoteliers from within the city. The proposed Tourism Public Improvement District is designed to ensure that Addison is able to successfully compete with other Texas cities and with cities across the country for an increased market share of leisure, event, and group hotel activity.

PROJECTED EXPENDITURES

SERVICE PLAN	%	2025	2026	2027	2028	2029
Marketing	35%	535,500	546,210	557,134	568,277	579,642
Sales	50%	765,00	780,300	795,906	811,824	828,061
Research	5%	76,500	78,030	79,591	81,182	82,806
Admin	10%	153,000	156,060	159,181	162,365	165,612
TOTAL		\$1,530,000	\$1,560,600	\$1,591,812	\$1,623,648	\$1,656,121
SERVICE PLAN	%	2030	2031	2032	2033	2034
Marketing	35%	591,325	603,060	615,121	627,424	639,972
Sales	50%	844,622	861,514	878,745	896,319	914,246
Research	5%	84,462	86,151	87,874	89,632	91,425
Admin	10%	168,924	172,303	175,749	179,264	182,849
TOTAL		\$1,689,244	\$1,723,029	\$1,757,489	\$1,792,639	\$1,828,492

Marketing (Advertising and Promotion) Initiatives

Thirty-Five (35%) of the annual ATPID budget will be allocated to increased marketing initiatives to drive more hotel activity to Addison. Up to 10% variance can be allowed in the amount to be allocated under this category. Amounts within this category that are not used by the end of the fiscal year may be rolled over within the same budget category in the following year's budget.

All advertising and promotion initiatives will be designed to increase business travel, leisure, meeting, and group business at Addison hotels and may include but are not limited to:

- Increased internet marketing (advertising and promotion) efforts such as email blasts, digital ads, programmatic placements, to grow awareness and drive higher overnight visitation and room sales.
- Additional print ads in magazines and newspapers targeted at potential visitors to drive increased overnight visitation to assessed hotels within the District;
- Preparation and production of new collateral and promotional materials such as brochures, flyers and maps to increase room night activity;
- Development and implementation of an enhanced and new public relations and communications strategy, designed to increase overnight visitation at assessed hotels within the District;
- Development and implementation of an enhanced travel writer/social media influencer program designed to increase overnight visitation at assessed hotels within the District;
- Obtain services of a public relations agency to assist in national pitches.

Sales (Conventions, Meetings, Sports) Initiatives

Fifty percent (50%) of the annual TPID budget will be allocated to increased Sales initiatives. Up to 10% variance can be allowed in the amount to be allocated under this category. Amounts not used within this category by the end of the fiscal year may be rolled over into the same budget category in the following year's budget.

All sales initiatives are designed to increase state, regional, and national awareness of Addison as a meetings, conventions, and sports destination and foster subsequent bookings in district hotels. Such efforts will include but would not be limited to:

Sales Servicing

With an additional influx of prospective clients and actualized business from different group segments additional staff servicing will likely also be required. Current hotel occupancy tax fund levels have allowed us to service the existing framework for serving our clients, but we will need to expand those services with focuses on additional anticipated sports business, national sales, and leisure sales. The ATPID Board will work closely with the Addison Tourism and Marketing Department on what augmented staffing pattern would produce the greatest return on investment (ROI).

Tradeshows/Sales Missions

A focus on new market segments means involvement in new tradeshows and site visits. To ensure success, Addison must increase its involvement with key associations and organizations. Current hotel occupancy tax fund levels have focused co-op partnerships with the State of Texas, but we have not been able to attend other events in a cost-effective basis that would get us in front of multiple industry segments through entities such as CVENT, Connect, and others.

Events Bid Fund

The limited ability to use Addison's Hotel Support Program as incentives for large groups critically limits Addison's ability to incentivize groups. A separate ATPID hotel support fund will provide additional sales (business recruitment) incentives to maintain and attract new meetings, conventions, events and business travel that will have a significant impact on demand for hotel activity.

Research

Five percent (5%) of the annual TPID budget would be allocated for increased visitor research initiatives that analyze the impact of ATPID marketing and sales initiatives in driving more hotel activity, tourism and positive visitor impressions for Addison. Research costs may include, but would not be limited to the following:

Research

Growing our tourism and hotel activity reach will require a continued dedication to prospecting and using research metrics to ensure a strong ROI from the sales and marketing initiatives undertaken by the ATPID. Current hotel occupancy tax fund levels have allowed us to conduct research using Placer AI. With the TPID funding, we will be able to utilize higher level and more accurate and strategic ROI research programs as well as additional industry leading sales prospecting tools.

If dollars are left unspent in the Research/Administration category at the end of the year, they may be divided among Marketing (Advertising and Promotion) and Sales (Business Recruitment) using the following ratios: 35% to Marketing (Advertising and Promotion), 50% to Sales (Business Recruitment).

Administrative Costs

Ten percent (10%) of the annual ATPID budget would be allocated to administration. The collection of tourism PID fees will produce certain costs to the Town of Addison and to the ATPID that the ATPID will have to reimburse. The ATPID will need to cover limited additional costs to Addison for administration of the district and supplemental finance and accounting help that will be needed to administer the ATPID funds.

If dollars are left unspent in the Administration budget at the end of the year, they may be divided among Marketing (Advertising and Promotion) and Sales (Business Recruitment) using the following ratios: 35% to Marketing (Advertising and Promotion), 50% to Sales (Business Recruitment).

City Council (FY24)

6. b.

Meeting Date: 06/11/2024

Department: Special Events

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present and discuss Addison Kaboom Town! 2024.

BACKGROUND:

Staff will share an update on the upcoming Addison Kaboom Town! event that will take place July 3, 2024. The presentation will include components that come together to create flights, sights, and an amazing night of boom!

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - Kaboom Town 2024



June 11, 2024

FLIGHTS ★ SIGHTS
AN *Amazing* NIGHT

★ 5PM - 11PM ★

AIRSHOW • 7:30 PM ★ FIREWORKS • 9:30 PM

FLIGHTS – ADDISON AIRPORT SHOW

ADDISON

7:30 PM

- RED RIVER SKYDIVERS
- AEROBATIC FLIGHTS
 - Pitts
 - Baron
 - Tweet
 - P-51
 - P-40
 - T-6 Formation
- Gamebird
- B-25



FLIGHTS – WHAT'S NEW!

ADDISON

- **Aerobatic Plane
Gamebird GB1**
- **B-25 team: Beth
Jenkins**
- **Pitts: Julia Woods**



Gamebird GB1

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**



TOWN-WIDE FESTIVITIES

ADDISON

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



AN *Amazing* NIGHT

ADDISON

ADMIT ONE



• FLIGHTS • SIGHTS •
AN AMAZING NIGHT!

GENERAL
ADMISSION
\$10

5PM TO 11PM
ADDISON CIRCLE PARK

TICKETS - \$10!

- **GENERAL PUBLIC:**
June 5th at noon
- **NO COOLERS –
PUBLIC SAFETY**

FREE!

ADDISON RESIDENTS:
May 22 – June 4

ADDISON HOTEL:
Includes admission for (6) +
branded neck cooling towel



ADDISON CIRCLE PARK FESTIVITIES

ADDISON

ADMIT ONE

ADDISON
KABOOM TOWN!
JULY 3RD

• FLIGHTS • SIGHTS •
AN AMAZING NIGHT!

GENERAL
ADMISSION
\$10

5PM TO 11PM
ADDISON CIRCLE PARK

- **FOOD / MUSIC**
- **PATRIOTIC PLAYLAND**
- **KABOOM BALLOONS & FACE TOONS**



KABOOM SALOON VIP AREA

ADDISON

ADMIT ONE VIP



• FLIGHTS • SIGHTS •
• AN AMAZING NIGHT! •

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**



QUESTIONS?



City Council (FY24)

6. c.

Meeting Date: 06/11/2024

Department: Finance

AGENDA CAPTION:

Present and discuss the Proposed Annual Budget for the Town of Addison for Fiscal Year 2025 (beginning October 1, 2024, and ending September 30, 2025), including, but not limited to, the General Fund, Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, Infrastructure Investment Fund, and Long-Term Planning.

BACKGROUND:

Staff will present information related to the proposed Fiscal Year 2025 Annual Budget for City Council consideration.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Presentation - Airport FY25 Budget



Airport

Department

PRESENTATION

June 11, 2024



MAJOR ACCOMPLISHMENTS

For FY2024

MAJOR ACCOMPLISHMENTS

For FY2024



- Began construction of Taxiway Bravo extension, phase 1; current projected completion date is November 22, 2024.
- Completed design for Jimmy Doolittle Drive reconstruction, including monument sign; relocated utilities; project expected to be advertised for bids in June 2024.
- Advertised RFQ for 2.2-acre development on Taxilane Sierra, with four respondents. Executed LOI to negotiate a ground lease with Thrust Flight.
- Developer Participation Agreements (DPAs):
 - Sky Squared Apron / Vehicle Service Road (VSR) construction – completed
 - Addison Hangars, LLC, VSR reconstruction – pending, \$250,000

MAJOR ACCOMPLISHMENTS

For FY2024



(continued)

- Insurance administration program myCOI implemented (FY24 Decision Package)
- Re-taped joint seams in EMAS bed
- Master Plan consultant selection, initiation of Airport Master Plan update project



OBJECTIVES FOR

For FY2025

OBJECTIVES

For FY2025



- Continue with Airport Master Plan update (18- to 24-month process)
 - coordinate with Development Services on airport land use and zoning overlays
 - update Noise Exposure Map (NEM)
 - address Urban Air Mobility services (eVTOL operations)
 - address Airport Maintenance facility requirements
- Complete construction of Taxiway Bravo extension, phase 1; pursue design and construction grants for Taxiway Bravo extension, phase 2.
- Bulk fuel storage facility expansion
 - refine scope; evaluate feasibility
 - bid as CMAR project; design and construction beginning in FY2025.

OBJECTIVES

For FY2025



(continued)

- Continue to manage/monitor ongoing redevelopment projects
- Continue execution of airport redevelopment strategy
- Release RFQ for redevelopment of 5-acre parcel on the west side (north end Dooley Road).
- Airport staff succession planning and development



RESOURCE

Maximization



Addison Airport has initiated a partnership with myCOI, a leader in insurance tracking and management. With its manpower, technology, and proprietary software, myCOI is reducing the Airport's risk exposure by helping ensure insurance compliance under its 250 +/- contracts.

- Team of dedicated professionals (10-20 care team members) with 24/7 access to status reports, graphs, and other real-time data.
- Partnership with myCOI will improve the airport's risk management.



Addison Airport has an Engineered Materials Arresting System (EMAS) installed at the south end of its runway. The EMAS was installed in 2014. Joints between the 4' x 4' concrete blocks that comprise the EMAS bed are sealed with a tape product. After 10 years of service, the original tape is peeling and needs to be replaced.

- Quote from Runway Safe – the sole provider of EMAS – to re-tape the bed using Airport staff labor.
- Runway Safe tape samples are identical to commercially-available product. Airport purchased tape for less than \$25,000. Airport maintenance staff are performing the work.

Estimated Cost Saved

\$125,000



REVENUE DECISION

Packages



Priority 1 – U.S. CUSTOMS USER FEE INCREASES

- Increase U.S. Customs User Fees to recover a larger proportion of the cost of operations. Three changes in the current fee structure are being proposed.
 - Clearance fees are based on aircraft weight. Proposed change is to move from a three-tier structure to a five-tier structure (detailed on next slide).
 - Increase overtime charges from \$200 to \$325 per occurrence.
 - Institute charge of \$150 for billing users who do not use the payment kiosk at the time they clear Customs.
- Key Focus Area (KFA): Economic Development and Revitalization
 - Strategic Objective: Leverage Addison Airport to maximize business growth and expansion.

Revenue	Funding Type	Funding Source
\$66,000	Recurring	Airport Fund

REVENUE DECISION

Packages

The logo for ADDISON, featuring the word "ADDISON" in white capital letters inside a blue circle. The background of the slide features a decorative pattern of colorful squares and rectangles in shades of red, yellow, orange, blue, and purple.

Priority 1 – U.S. CUSTOMS USER FEE INCREASES

- Current vs. proposed clearing charges.

Aircraft MGTOW	Current fee	Proposed fee	% of clearances
Up to 12,500 lbs.	\$100	\$100	6.4 %
12,501 – 25,000 lbs.	\$200	\$200	24.4 %
25,001 – 50,000 lbs.		\$300	45.3 %
50,001 – 75,000 lbs.	\$400	\$400	10.0 %
Over 75,000 lbs.		\$500	13.9 %

- MGTOW is Maximum Gross Take-off Weight (a common measure of aircraft size). Based on 600 annual clearances, this change will generate an estimated \$36,000 in additional revenue.
- Increasing the overtime charge (from \$200 to \$325, to cover the average overtime charge billed by Customs) will generate an estimated \$30,000 in additional revenue.

REVENUE DECISION

Packages



Priority 2 – FUEL FLOWAGE FEE INCREASES

- Increase Fuel Flowage Fees to keep pace with inflation, per the following table.

Proposed effective date of increase	FBO Rate (per gallon)	Non-Public Rate (per gallon)
Current	\$0.14	\$0.22
October 1, 2025	\$0.16	\$0.24
October 1, 2026	\$0.18	\$0.27
October 1, 2027	\$0.20	\$0.30

- Key Focus Area (KFA): Economic Development and Revitalization
 - Strategic Objective: Leverage Addison Airport to maximize business growth and expansion.

Revenue*	Funding Type	Funding Source
\$170,000	Recurring	Airport Fund

*increase in annual revenue for each \$0.02/gallon increase



DECISION

Packages



Priority 1 – AIRPORT GIS ANALYST

- Add a GIS Analyst position to the Airport’s staff to implement, maintain and protect the integrity of the Airport’s Geographic Information System (GIS) & Asset Management Information systems.
 - Improved Data Management
 - Increased Responsiveness
 - Enhanced Compliance

- Key Focus Area (KFA): Infrastructure Development & Maintenance
 - Strategic Objective: Continue to invest in and maintain our Asset Management Plan.

Cost	Funding Type	Funding Source
\$111,810	Recurring	Airport Fund



Priority 2 – COMPACT TRACK LOADER (CTL)

- Acquire a compact track loader (CTL) with multiple attachments for Airport Maintenance. The CTL will replace the airport's backhoe and roller. The CTL offers greater versatility and safety / maneuverability and unlike the backhoe, it can be used for grading and filling next to the runway and taxiway.
- Key Focus Area (KFA): Economic Development and Revitalization
 - Strategic Objective: Leverage the Addison Airport to maximize business growth and expansion.

Cost	Funding Type	Funding Source
\$94,000	One-Time	Airport Fund



Priority 3 – AIRPORT STAFF VEHICLE

- Replace Airport Vehicle #1617, a repurposed 2013-model APD police car, which is at the end of its useful life. Not replacing the vehicle will result in increased maintenance costs and possibly lead to service interruption. Replacement will provide staff reliable and safe transportation for daily purposes.
- Key Focus Area (KFA): Economic Development and Revitalization
 - Strategic Objective: Leverage the Addison Airport to maximize business growth and expansion.

Cost	Funding Type	Funding Source
\$39,000	One-Time	Airport Fund



CAPITAL IMPROVEMENT PROGRAM (CIP)

Requests

CAPITAL IMPROVEMENT PROGRAM

Request



FUEL FARM EXPANSION AND IMPROVEMENTS

- **Project Description:** make improvements to the existing fuel farm and construct a second fuel farm to provide additional aviation fuel storage capacity. The project will also include new above-ground tanks (at both sites) for Town of Addison fleet vehicles, to replace underground tanks at Fire Station #1 and the Service Center.
- **Project Justification:** continued development on the airport and a trend towards larger aircraft has resulted in higher fuel volumes. The project is needed to accommodate future growth. The capital requirement will ultimately be generated by increased rental rates.
- **Key Focus Area (KFA):** Economic Development and Revitalization
 - **Strategic Objective:** Leverage the Addison Airport to maximize business growth and expansion.

Project Phase	Proposed FY25	Proposed FY26	Proposed FY27	Total Project
Design	\$1,336,000	-	-	\$1,336,000
Construction	\$2,000,000	\$11,334,000	-	\$13,334,000
Total Cost	\$3,336,000	\$11,334,000	-	\$14,680,000

CAPITAL IMPROVEMENT PROGRAM

Request



4553 GLENN CURTISS ROOF REPLACEMENT

- **Project Description:** Complete roof overlay with single-ply hail rated membrane system for 20,000 SF city-owned jet hangar/office building.
- **Project Justification:** City acquired property in 2014, first constructed in 1976. Original roof is metal R-panels. Approximately \$10K spent at time of acquisition to extend the useful life of roof additional 10+/- years per PCA Report.
- **Key Focus Area (KFA):** Economic Development and Revitalization
 - **Strategic Objective:** Leverage the Addison Airport to maximize business growth and expansion.

Project Phase	Proposed FY25	Proposed FY26	Proposed FY27	Total Project
Design	-	-	-	-
Construction	\$150,000	-	-	\$150,000
Total Cost	\$150,000	-	-	\$150,000



FUND

Summary

FUND

Summary



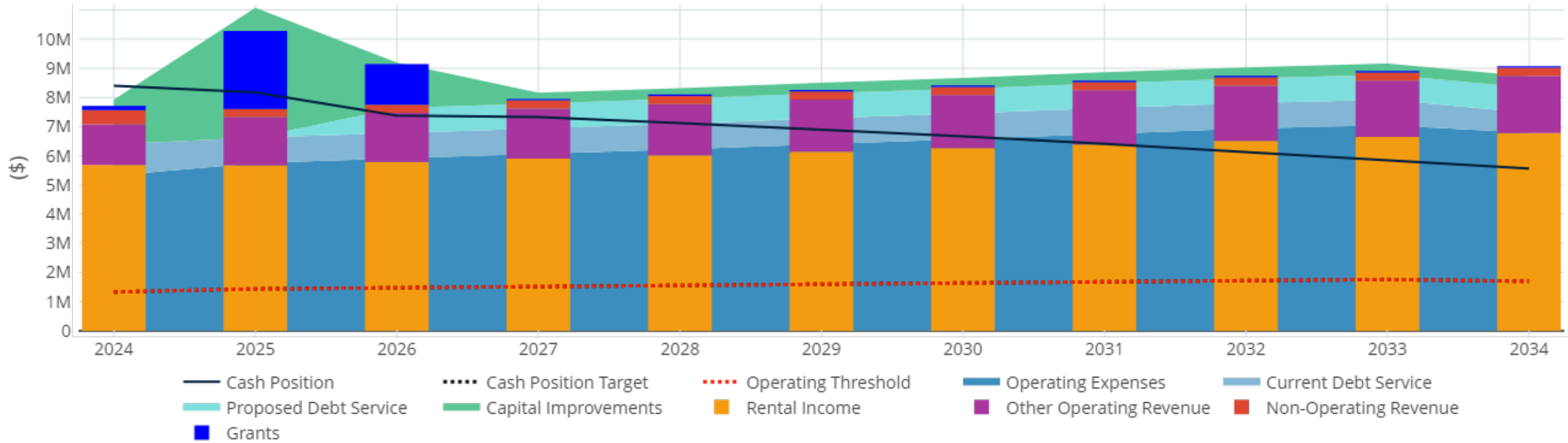
	Actual 2022-23	Budget 2023-24	Estimated 2023-24	Budget 2024-25
BEGINNING WORKING CAPITAL	\$ 8,118,409	\$ 6,537,015	\$ 8,396,470	\$ 8,173,656
REVENUES:				
Intergovernmental	\$ 50,000	\$ 50,000	\$ 136,133	\$ 2,671,260
Service Fees	1,357,603	1,394,180	1,394,900	1,654,660
Rental Income	5,618,212	5,686,105	5,698,025	5,733,487
Interest and Other Income	262,033	125,000	476,214	220,700
TOTAL OPERATIONAL REVENUE	<u>\$ 7,287,848</u>	<u>\$ 7,255,285</u>	<u>\$ 7,705,272</u>	<u>\$ 10,280,107</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 15,406,257</u>	<u>\$ 13,792,300</u>	<u>\$ 16,101,742</u>	<u>\$ 18,453,763</u>
EXPENSES:				
Personnel Services	\$ 2,498,561	\$ 2,735,486	\$ 2,735,486	\$ 2,964,581
Supplies	41,994	36,587	31,217	55,873
Maintenance	688,500	750,462	714,890	693,126
Contractual Services	1,027,345	1,376,399	1,374,988	1,509,151
Capital Replacement / Lease	232,928	157,928	157,928	242,928
Debt Service	708,067	1,073,541	1,073,541	874,709
Capital Outlay	-	-	-	-
TOTAL OPERATIONAL EXPENSES	<u>\$ 5,197,395</u>	<u>\$ 6,130,403</u>	<u>\$ 6,088,050</u>	<u>\$ 6,340,368</u>
Transfer to Debt Service Fund	508,966	469,344	469,344	528,527

FUND

Summary



	Actual 2022-23	Budget 2023-24	Estimated 2023-24	Budget 2024-25
Capital Projects (Cash Funded)				
Bravo/Golf Taxiway Improvements	1,067,528	-	-	-
Runway 15/33 Redesignation / Taxiway Alpha Rejuv.	-	-	85,250	-
Facility Repairs and Improvements	-	-	-	-
Airport Regulated Garbage Utility Building	-	275,000	-	275,000
West Perimeter Fencing Improvemnts	-	65,500	65,500	-
Wiley Post Building Improvements	-	120,000	120,000	-
Wiley Post Parking Lot Reconstruction	-	150,000	150,000	-
Metal Hangar Roof Replacements	-	-	170,170	-
Developer Participation Agreement - Sky Squared	-	-	315,000	-
Developer Participation Agreement - Atlantic Aviation	-	625,860	-	-
Developer Participation Agreement - Sky Harbour	-	75,000	250,000	-
Developer Participation Agreement - Tango Whiskey	-	250,000	-	250,000
Developer Participation Agreement - Million Air	-	-	-	250,000
Developer Participation Agreement - Westgrove Air Plaza	-	-	-	250,000
Airport Fuel Storage Expansion	89,460	-	198,800	2,000,000
License Plate Recognition and Optical Camera System Expansion	25,410	-	-	-
Jimmy Doolittle Drive Reconstruction	121,028	-	15,972	-
Eastside Airport Service Road Reconstruction	-	-	-	1,033,000
4533 Glenn Curtiss (U2) Roof Replacement	-	-	-	150,000
TOTAL EXPENSES	\$ 7,009,787	\$ 8,161,107	\$ 7,928,086	\$ 11,076,895
ENDING WORKING CAPITAL	\$ 8,396,470	\$ 5,631,193	\$ 8,173,656	\$ 7,376,868
Working Capital Percentage	161.6%	91.9%	134.3%	116.3%

Financial Model
Figure 8 – Financial Model - Scenario


The Airport Fund is sustainable over the planning period as new debt service for fuel farm expansion is added, but does not put stress on the fund's operating threshold which remains well above the required amount.



ADDISON®

QUESTIONS?



City Council (FY24)

6. d.

Meeting Date: 06/11/2024

Department: City Secretary

Key Focus Areas: Community Engagement

AGENDA CAPTION:

Present and discuss City Council boards, commissions, and liaison appointments.

BACKGROUND:

The Mayor & City Council appoint Board and Commission appointments annually in December. However, if a member resigns, the resignation is accepted, and a new appointment is made. Historically, the Mayor has assigned Council Members elected in even-numbered years to make appointments in Places 1 - 3. Council Members elected in odd-numbered years make appointments in Places 4 - 7. These place designations will also apply to the Board of Zoning Adjustment.

Additionally, after the General Election, liaison appointments are divided among Council Members during June or July. These appointments are intended to provide a greater depth of understanding about the technical nature of these non-profit organizations. Staff is seeking direction from the Mayor regarding these appointments. Once selected, staff will bring the appointments back to the Council for approval at it's June 25, 2024 meeting.

RECOMMENDATION:

Staff seeks direction.

Attachments

Presentation - Council Liaison Appointments

Council Appointments & Liaison Opportunities

June 11, 2024

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

Council Board/Commission Appointments

Council Member Place assignments: Planning & Zoning Commission/Board of Zoning Adjustment

Place	P&Z	BZA	Term Expires	Appointed By:
1	Denise Fansler	Lary Brown	December 31, 2024	Mayor Pro-Tempore Gardner
2	Diane Chavez	Tyler Wright	December 31, 2024	Council Member DeFrancisco
3	Tyler Sommers	Jimmy Nieman	December 31, 2024	Council Member Freed
4	Tom Braun	James Peck	December 31, 2025	Deputy Mayor Pro-Tempore Craig
5	Jimmy Barker	Mike O'Neal	December 31, 2025	Council Member Willesen
6	Ed Copeland	John Eaglen	December 31, 2025	Council Member Liscio
7	Chelsey Smith	Sheila Wooldridge	December 31, 2025	Mayor Arfsten

Liaison Opportunities

Liaison assignments will be divided among Council Members.

Organization	Arfsten	Gardner	Craig	DeFrancisco	Freed	Liscio	Willesen
Addison Arbor Foundation						2023	
Metrocrest Chamber of Commerce							2023
North Dallas Chamber of Commerce							
WaterTower Theatre			2023				
Metrocrest Services							
Metroplex Mayors	2023						
NCTCOG/Regional Transportation Council	2024 (R24-045)						
North Texas Commission		2023					
Texas Municipal League	X	X	X	X	X	X	X
Texas Municipal Retirement System	X	X	X	X	X	X	X

Questions

City Council (FY24)

2. a.

Meeting Date: 06/11/2024

Department: City Manager

AGENDA CAPTION:

City Manager's Announcements

BACKGROUND:

The City Manager will make announcements of interest to the Town.

RECOMMENDATION:

Information only.

City Council (FY24)

2. b.

Meeting Date: 06/11/2024

Department: City Manager

AGENDA CAPTION:

Employee Recognition

BACKGROUND:

The City Manager will recognize an employee for his/her service to the Town.

RECOMMENDATION:

Information only.

City Council (FY24)

4. a.

Meeting Date: 06/11/2024

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the May 28, 2024 City Council Meeting.

BACKGROUND:

The minutes for the May 28, 2024 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - May 28, 2024 City Council Meeting

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 28, 2024

Addison Conference Centre
15650 Addison Road, Addison, TX 75001
5:00 PM Work Session -Acacia Room
7:00 PM Regular Meeting – Buckthorn & Sycamore Rooms

Present: Mayor Bruce Arfsten; Mayor Pro-Tempore Darren Gardner; Deputy Mayor Pro-Tempore Nancy Craig; Council Member Chris DeFrancisco; Council Member Howard Freed; Council Member Dan Liscio; Council Member Marlin Willesen

WORK SESSION

The Addison City Council will convene the Work Session in the Acacia Room at 5:00 PM

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

Mayor Arfsten called the meeting to order in the Acacia Room at 5:01 PM.

2. **Citizen Comments on the Consent Agenda Items.** *This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. 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 beginning of this item.*

No citizens requested to address the City Council on an item included on the Consent Agenda.

3. **Council Member Clarification Requests Regarding Consent Agenda Items.**

a. **Council Questions and Answers**

4. **Work Session Reports**

a. Present and discuss the recommendations from Odyssey Associates for the Addison Theatre Centre Business Plan.

[Director of Special Events & Theatre, Abby Morales]

Director of Special Events and Theatre Abby Morales provided a brief background on the Addison Theatre Business Study developed by Odyssey Associates. The study officially kicked off in January and is now complete. Odyssey Associates staff provided results of the study that included information obtained during the process such as background reviews, stakeholder interviews and industry best practices. After providing the information that was discovered during the study, Odyssey Associates then provided their recommendations for the Theatre based on their research and analysis.

b. Present and discuss a review of the Facility Utilization and Consolidation Study.

[Executive Director of Internal Services, Hamid Khaleghipour]

Executive Director of Internal Services Hamid Khaleghipour presented findings from Phases 1 and 2 of the Facility Utilization and Consolidation Study developed by LPA Architects (LPA). In July 2019, the Town awarded LPA a contract to conduct a Facility Utilization and Consolidation 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 staff to continue the study in a second phase.

On January 11, 2022, the Council approved an agreement with MPI Architects (MPI) for Phase 2 of the 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. The 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 reviewed and represented the Phase 1 and 2 findings and sought the Council's direction regarding the next steps on July 11, 2023. The Council consensus was to further investigate the feasibility and costs associated with a new Police and Courts Facility and options for a Town Center.

Mayor Arfsten closed the work session at 6:54 PM with the decision to present Work Session Item #4c after the Regular Council meeting items and to cancel Work Session Item #4d.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:03 PM in the Addison Conference Centre Council Chambers - Buckthorn/Sycamore Rooms.

1. **Pledge of Allegiance.** United States and Texas Flags

Mayor Arfsten led the Pledge of Allegiance to the United States and Texas Flags.

2. **Proclamations / Presentations**

- a. **City Manager's Announcements.**
 - b. ***Postponed* Addison Police Department Preservation of Life Award**
 - c. **Recognize May 2024 as ALS Awareness Month**
Mayor Bruce Arfsten read a proclamation designating May 2024 as ALS Awareness Month in the Town of Addison.
3. **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.*

The following citizens requested to address the City Council:

- Tyler Wright, 15725 Artist Way – provided comments regarding the contribution to DART funding. Mr. Wright asked that the City Council not cut funding from DART as neighboring cities are considering.
4. **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.*
- a. **Consider action on the Minutes from the April 9, 2024 City Council Meeting.**
 - b. **Consider action on the Minutes from the April 30, 2024 Joint City Council and Planning & Zoning Commission Meeting.**
 - c. **Consider action the Minutes from the May 14, 2024 Special City Council Meeting.**
 - d. **Resolution No. R24-045: Consider action on a Resolution 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 Reginal Transportation Council (RTC) of the North Central Texas Council of Governments.**
 - e. **Resolution No. R24-046: Consider action on a Resolution approving an agreement between the Town of Addison, Texas and GNB Global Inc. for the canopy replacement on the Addison Airport Fuel Farm at 15701 Addison Road at Addison Airport and authorizing the City Manager to execute the agreement in an amount not to exceed \$177,200.**
 - f. **Resolution No. R24-047: Consider action on a Resolution approving the annual purchase of central control irrigation equipment from InterSpec, utilizing a Texas local government purchasing cooperative in an amount not to exceed \$150,000 for the Fiscal Year 2023-2024 and authorizing the City Manager to execute such purchase orders as may be necessary and providing an effective date.**
 - g. **Resolution No. R24-048: Consider action on a Resolution approving the annual purchase of miscellaneous electrical equipment from Elliot's Electrical Supply**

Company for town parks, recreation facilities, and beautification areas utilizing a Texas Local Government Purchasing Cooperative in an amount not to exceed \$150,000 for Fiscal Year 2023-2024 and authorizing the City Manager to execute such purchase orders as may be necessary and providing an effective date.

MOTION: Mayor Pro-Tempore Gardner moved to approve §4 - CONSENT AGENDA (a-g) as presented. Deputy Mayor Pro-Tempore Craig seconded the motion. Motion carried unanimously.

5. **Public Hearings**

- a. **Ordinance No. O24-026: Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 14941 Midway Road, that is currently zoned Planned Development (PD), through Ordinance No. 091-066, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1908-SUP/14941 Midway Road (Rodeo Goat).**

[Director of Development & Neighborhood Services, Lesley Nyp]

The Addison Planning and Zoning Commission, meeting in regular session on April 16, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcohol for on-premises consumption on a property located at 14941 Midway Road, which is currently zoned Planned Development (PD), Ordinance No. 091-066, with the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

Mayor Arfsten opened the Public Hearing. No citizens requested to address the Council.

MOTION: Council Member Liscio moved to approve Ordinance No. O24-026 approving the SUP with the following conditions:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Council Member DeFrancisco seconded the motion. Motion carried unanimously.

- b. **Ordinance No. O24-027: Hold a public hearing, present, discuss, and consider action on a request to amend the permitted uses and development plans for Planned**

Development (PD) Ordinance No. O23-39, for a 0.57± acre property located at 4900 Arapaho Road, to allow automobile storage, within a 5-story mixed-use building. Case 1912-Z/4900 Arapaho Road (One Addison Place PD Amendment II).

[Director of Development & Neighborhood Services, Lesley Nyp]

The Addison Planning and Zoning Commission, meeting in regular session on April 16, 2024, voted to recommend approval of a request to amend the permitted uses and development plans for Planned Development (PD) Ordinance No. O23-39, for a 0.57± acre property located at 4900 Arapaho Road, to allow automobile storage, within a 5-story mixed-use building, with the following conditions:

- Mechanical ventilation shall be provided in accordance with all applicable building codes.
- All indoor automobile storage must be fully screened within the interior of the building. Outdoor storage is not permitted.
- Indoor automobile storage shall be limited to a maximum of 8,854 square feet.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

Mayor Arfsten opened the Public Hearing. No citizens requested to address the Council.

MOTION: Council Member Willesen moved to approve Ordinance No. O24-027 approving the request with the following conditions:

- Mechanical ventilation shall be provided in accordance with all applicable building codes.
- All indoor automobile storage must be fully screened within the interior of the building. Outdoor storage is not permitted.
- Indoor automobile storage shall be limited to a maximum of 8,854 square feet.

Deputy Mayor Pro-Tempore Craig seconded the motion. Motion carried unanimously.

c. *Ordinance No. O24-028:* **Hold a public hearing, present, discuss, and consider action on a request to amend the concept plan established by Planned Development (PD) Ordinance No. O07-034 and amended by PD Ordinance No. O16-017, for a 15.173± acre property generally located at the terminus of Ponte Avenue, south of Vitruvian Park and west of Bella Lane, to allow for the future development of a phased multifamily development comprised of 1,144 multifamily dwelling units and associated amenities. Case 1904-Z/Vitruvian, Block 300 Amendment (Vitruvian, Block 300).**

[Director of Development & Neighborhood Services, Lesley Nyp]

The Addison Planning and Zoning Commission, meeting in regular session on April 16, 2024, voted to recommend approval of a request to amend the concept plan established by Planned Development (PD) Ordinance No. O07-034 and amended by PD Ordinance No. O16-017, for a 15.173± acre property generally located at the terminus of Ponte Avenue, south of Vitruvian Park and west of Bella Lane, to allow for the future development of a phased multifamily development comprised of 1,144 multifamily dwelling units and associated amenities.

Voting Aye: Barker, Braun, Chavez, Copeland, Smith, Sommers
Voting Nay: none
Absent: none
Abstain: Fansler

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Mayor Arfsten opened the Public Hearing. No citizens requested to address the council.

MOTION: Deputy Mayor Pro-Tempore Craig moved to approve Ordinance No. O24-028 approving the request as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

d. **Ordinance No. O24-029: Hold a public hearing, present, discuss, and consider action on a request for a subdivision variance to install a new overhead electric power pole and supported electric utility infrastructure immediately south of the common property boundary of the Greenhill School campus (4141 Spring Valley Road), 4090 Juliard Drive, and 14604 Vintage Lane, in order to provide electric service to the newly constructed Valdes Stem + Innovation Center on the Greenhill School campus. Case SV2024-01/Greenhill School Subdivision Variance.**

[Director of Development & Neighborhood Services, Lesley Nyp]

In November 2021, The City Council approved a Special Use Permit (SUP) for the Valdes STEM + Innovation building on the Greenhill School campus. To facilitate the construction of this new building, Greenhill School advanced civil engineering and building plans throughout the first half of 2022, ultimately proceeding with site work in March 2022. At that time, Greenhill School's general contractor, Scott & Reid, worked with Oncor to install temporary power to serve this construction site. This entailed the installation of a temporary power pole at the northern edge of the Greenhill School campus, at the common boundary with the Townhomes of Addison neighborhood.

In August 2023, as the project advanced towards substantial completion, Scott & Reid and Oncor communicated to Town staff and Greenhill School that the previously installed temporary power pole was required to remain as a permanent power pole, along with an additional overhead power pole that was installed south of Hornet Road, to support this project. This was in conflict with the Town's understanding of this project, as the approved building plans reflected service being taken

from an existing power pole and being routed through an underground duct bank to the new onsite transformer that serves the site. After this issue was clarified, Town staff provided initial notice to both Greenhill School and Oncor that this installation of permanent overhead electric infrastructure was in violation of Town code.

Specifically, the Town's Subdivision Ordinance states that:

“Subdivision plat[s] or site plan[s] filed with or submitted to the Town for approval on or after June 23, 1982, shall be approved [if] such plan or plat requires all electric utility lateral and service lines to be constructed underground;

In special or unique circumstances or to avoid undue hardship, the City Council may authorize variances and exceptions from this requirement and permit the construction and maintenance of overhead electric utility lateral or service lines and may approve any plat with such approved variances or exceptions;” and

“It is the intent of this Section that no overhead electric utility lateral or service lines be constructed without a variance or exception having been obtained for the subdivision plat or site plan.”

In January 2024, the Town issued final notice of violation to Greenhill School regarding this code violation. The notice required Greenhill School to correct this violation or exercise their right to request a Subdivision Variance. In February 2024, Greenhill School submitted a variance request and proposed an alternative compliance plan. Through continued discussion with Oncor, it was determined that adding the service to an existing pole or upgrading an existing pole to provide more equipment carrying capacity was not technically feasible, and a new pole was required to serve the site. The initial request included an alternative compliance plan where they would remove the two new power poles and overhead lines installed in violation of Town code and add one new power pole south of the common property boundary of the Greenhill School campus (4141 Spring Valley Road), 4090 Juliard Drive, and 14604 Vintage Lane. All powerlines extended from this proposed new pole would be routed through an underground duct bank to the new onsite transformer that serves the site. The initial proposal was considered at the March 26, 2024 City Council meeting. Due to opposition from the adjacent residents, City Council rejected the request and proposed that Greenhill School complete a feasibility study to determine if there was a more appropriate location for the utility pole.

Greenhill School has resubmitted their proposal after completing a feasibility study on three different alternative compliance sites. It was determined that Option 1, south of the common property boundary of the Greenhill School campus (4141 Spring Valley Road), 4090 Juliard Drive, and 14604 Vintage Lane, which was the same location as the initial proposal, was the most appropriate location. The other two locations that were reviewed faced opposition from adjacent residents or had conflicts with existing underground utilities. The applicant has also been working closely with adjacent residents to reduce any negative impacts this new power pole may create.

Staff supports the proposed alternative compliance plan as denying this request to access the nearest available electrical service would create a hardship for Greenhill School, as the next nearest available service is located over 1,000 feet to the south. The proposed solution appropriately mitigates the impact of the new infrastructure by placing it at a location where no trees would be harmed and out of the primary viewshed of the adjacent townhome and single-family detached home.

While this issue is outstanding, the Town did issue a Temporary Certificate of Occupancy (TCO) for the Valdes STEM + Innovation building that will expire at the end of the school year (May 31st). If this variance request is approved, a new CO should not be issued for that building until the overhead electric compliance work (to include the removal of noncompliant infrastructure) has been substantially completed.

Mayor Arfsten opened the Public Hearing. The following citizens requested to address the Council:

- Barbara Nicholas, 4092 Juliard Drive – spoke in favor of Option 1 as the solution to the issue addressed by this item.
- Jim Chan, 14604 Vintage Lane – asked how far the pole will be placed from the fence. Mr. Chan also asked if there would be noise from the construction and how long that would last.
- Victoria Morris, 2323 Ross Ave. (Greenhill School) – spoke regarding the process followed since the prior hearing and the actions taken to find other feasible solutions. Ms. Morris also made herself available for any questions the Council may have.

MOTION: Council Member Marlin Willesen moved to approve Ordinance No. O24-029, approving the request with the following conditions:

- The applicant selects Option 1.
- All noncompliant overhead electric utility infrastructure that was installed to support the Valdes Stem + Innovation Center is removed prior to issuance of a permanent Certificate of Occupancy for the building.
- All required work associated with this variance and the above condition shall commence following the end of the current school year (May 31, 2024) and shall be substantially completed prior to the start of the 2024-25 school year (August 22, 2024). No Certificate of Occupancy shall be issued prior to substantial completion of the work approved by this variance.
- Three trees must be planted by Greenhill School to provide visual screening for adjacent properties.

Council Member Liscio seconded the motion. The motion carried unanimously.

6. Individual Consideration

a. **Ordinance No. O24-030: Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Chick-Fil-A, located at 3790 Belt Line Road, in order to allow Chick-Fil-A to construct a detached single-tenant monument sign within the Addison Town Center Special District. (Case MR2024-02/3790 Belt Line Road - Chick-Fil-A).**

[Director of Development & Neighborhood Services Lesley Nyp]

Chick-fil-A is constructing a new restaurant at 3790 Belt Line Road and has requested a Meritorious Exception to the Sign Ordinance to install a detached monument sign. The property lies within the Addison Town Center special sign district, which only allows attached wall signs

or centrally located multi-tenant signs. The district was intended to create cohesive and unified signage for the large shopping center. However, over time, properties within the district have been subdivided, changed ownership and/or redeveloped, warranting additional signage opportunities for single-tenant sites.

The proposed monument sign meets all minimum standards for a detached single-tenant monument sign, such as setbacks and size. The proposed location for the sign is in a water easement, and a hold-harmless agreement with the Town will be required for the sign placement. The Public Works and Engineering Department has reviewed and approved the sign location.

Meritorious exceptions to the Sign Ordinance are allowed under the following 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 believes that the hardship criteria of the meritorious exception requirements have been met for the proposed detached single-tenant monument sign. The proposed sign will be consistent with the character of other similar single-tenant sites along Belt Line Road which also have detached monument signs along the street.

MOTION: Mayor Pro-Tempore Gardner moved to approve Ordinance No. R24-030 approving a Meritorious Exception for Chick-Fil-A. Council Member Willesen seconded the motion. Motion carried unanimously.

b. Ordinance No. O24-031: Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Trinity Christian Academy, a school located at 17001 Addison Road, to allow installation of six flagpoles and flags. (Case MR2024-03/17001 Addison Road – Trinity Christian Academy)

[Director of Development & Neighborhood Services, Lesley Nyp]

Trinity Christian Academy is making several improvements to its existing baseball and softball fields and has requested a Meritorious Exception to the Sign Ordinance to allow the installation of three flagpoles with flags at each field. Section 62-148 of the Sign Ordinance limits each premises to three flagpoles with a maximum of 30 feet in height. The maximum allowed size of a flag is 40 square feet. The ordinance does allow consideration of a meritorious exception for flags that exceed these height and size provisions.

Meritorious exceptions to the Sign Ordinance are allowed under the following 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 believes that the hardship criteria of the meritorious exception requirements have been met for the proposed number of flags. The ordinance is intended to prohibit excessive numbers of flags at one location or along a street or thoroughfare. The baseball and softball fields are not adjacent but are separated by a large parking lot, limiting the visual impact of the flags.

MOTION: Mayor Arfsten moved to approve Ordinance No. O24-031 approving a Meritorious Exception for Trinity Christian Academy. Council Member Willesen seconded the motion. Motion carried unanimously.

Work Session Item #4c – Continued

c. Present and discuss an update on the conceptual design for the Quorum Road placemaking project and the North Central Texas Council of Governments (NCTCOG) implementation of connectivity to DART rail stations study.

[Director of Parks & Recreation, Janna Tidwell]

Director of Parks & Recreation Janna Tidwell presented an update on two related projects that were developed around Strategic Plan Key Focus Areas, the Parks, Recreation & Open Space (PROS) plan, the City-Wide Trails Master Plan, and the Economic Development Plan. The projects include a study by NCTCOG, focusing on connectivity to the Dallas Area Rapid Transit (DART) Rail Station in Addison and the Quorum Drive reconstruction and placemaking initiative. The update covered project background information including the development of the Quorum Art Walk vision, recommendations from the PROS plan, and voter approved funding for Quorum Drive reconstruction.

Quorum Drive Placemaking Project:

- In 2014, a consultant team developed a vision for the Quorum Art Walk which created enhancements along Quorum Road to upgrade bus shelters, improve walkability, add pedestrian lighting, and incorporate public art between Addison Circle Drive and Landmark along Quorum Drive.
- In 2019, development of the PROS Plan engaged the business community during the process and, as a result, recommended a placemaking project creating outdoor spaces for employees and visitors in the South Quorum Business District, which would be a transformative project for the Town.
- In 2019, voters approved a bond election that included \$26,302,000 for reconstruction of Quorum Drive from the Dallas North Tollway to the DART rail ROW. The project includes the development of pedestrian connectivity and \$2,900,000 in funds for placemaking recommendations made in the PROS plan.
- In 2022, an RFQ to identify a consultant team was issued and in 2023, Council awarded a contract to Teague Nall and Perkins for design and development of construction documents for the project.

- In 2023, Council appointed a Public Advisory Committee to be a resource for background information and feedback. The committee has met three times and has been engaged throughout the process.

NCTCOG Bikeway Facility Study

- In 2023, staff at NCTCOG informed Town staff that funds were available to conduct a study focusing on connectivity to DART transit stations and offered to include Addison in the study. Town staff has been providing feedback and reviewing recommendations made by NCTCOG and the consultant team for the project.
- Although several transportation corridors in Addison were analyzed for the feasibility of pedestrian and bikeway facilities, Westgrove Rd. and Quorum Dr. were identified as the most ideal.
- Project recommendations overlap with the Quorum Drive Reconstruction and Placemaking project. Where feasible, staff is incorporating recommendations into the construction documents.

7. Items of Community Interest. *The City Council will have this 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, Mayor Arfsten adjourned the meeting at 9:09 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

City Council (FY24)

4. b.

Meeting Date: 06/11/2024

Department: Airport

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving an Agreement between the Town of Addison, Texas and Tri-Lam Roofing & Waterproofing, Inc. for the replacement of the roof at 4310 Wiley Post Road and authorizing the City Manager to execute the Agreement in an amount not to exceed \$95,990.

BACKGROUND:

Airport management is seeking the Council's approval of a Resolution approving an agreement with Tri-Lam Roofing & Waterproofing, Inc. for the replacement of the roof at 4310 Wiley Post Road. The existing roof is more than 40-years old and has undergone numerous spot repairs to address leaks. It is time for a full roof replacement. The scope of work includes the removal and replacement of roofing material down to the concrete structural deck. The rooftop HVAC systems consist of 10 condenser units that will be temporarily removed to facilitate the roof reconstruction. The new roof will be of an energy-efficient, hail-resistant material and will come with a 20-year limited warranty.

The purchase is being made through The Interlocal Purchasing System (TIPS), an interlocal purchasing system for governmental agencies, of which the Town is a member. Although the recommended contract may have a slightly higher cost than the alternate option, the selected roof material offers better quality and a longer warranty, making it a better value.

This capital repair project is funded by the Airport Fund. The project was included in the Airport's FY24 capital budget and the bids are within the available budgeted amount.

Proposal Summary

Proposals	Tri-Lam Roofing & Waterproofing, Inc.	Tri-VAN Roofing
Warranty	20 Year + 2" hail	15 Year
Total Amounts	\$95,990	\$92,940

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Exhibit A
Location Map

RESOLUTION NO. R24-__

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS AND TRI-LAM ROOFING & WATERPROOFING, INC. FOR THE REPLACEMENT OF THE ROOF AT 4310 WILEY POST ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$95,990.

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

SECTION 1. The Agreement between the Town of Addison and Tri-Lam Roofing & Waterproofing, Inc., for the roof replacement of 4310 Wiley Post Road in the amount not to exceed \$95,990, a copy of which is attached to the Resolution as **Exhibit A**, is hereby approved and 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 **11th** day of **June 2024**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE TOWN OF ADDISON, TEXAS AND
TRI-LAM ROOFING & WATERPROOFING, INC.
FOR THE ROOF REPLACEMENT OF 4310 WILEY POST ROAD,
ADDISON TEXAS**

This Professional Services Agreement (“Agreement”) is made by and between the Town of Addison, Texas (“Town”), and Tri-Lam Roofing & Waterproofing, Inc., (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, Town desires to engage Professional to perform certain work and services related to the roof replacement of 4310 Wiley Post Road, Addison, Texas, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, the Town identified Professional through The Interlocal Purchasing System (“TIPS”) Cooperative Contract Number 210603-01; and

WHEREAS, Professional submitted a statement of work (“SOW”) to the Town for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Professional for its Services; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by Town, Professional agrees to provide roof replacement services at 4310 Wiley Post Road, Addison, Texas (“Project”), as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with Town prior to the performance of such services.

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 Professional completes the services required herein and the Town has accepted the same, but in no event shall the Services be completed later than 60 days from the date of the Notice to Proceed.

Additionally, Professional agrees that no work shall be performed on July 3, 2024 – this date being reserved for Addison Kaboom Town!.

Section 3. Professional's Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by Town.

(b) Site Access. Town will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that Town shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which Town does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to Town, such revisions to the Project Documents as may be required to meet the needs of Town and which are within the Professional's Scope of Services.

(d) Additional Services. Should Town require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit A, and within the time schedule prescribed by Town; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of Town's Rights. Neither Town's review, approval, acceptance of, nor payment for any of the 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 Professional shall be and remain liable to Town in accordance with applicable law for all damages to Town caused by Professional's negligent performance of any of the services furnished under this Agreement.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that Town assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Town. Professional 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.

(g) Inspection of Records. Professional grants Town and its designees the right to audit, examine or inspect, at Town's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. Town's audit, examination, or inspection of Professional's Records may be performed by a Town designee, which may include its internal auditors or an outside representative engaged by Town. Professional agrees to retain Professional'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. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. Town agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless Town has provided advance written notice of an alternate time. Professional agrees to allow Town and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by Town or its designee(s), to perform such audit, inspection or examination.

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

(i) Hazardous Materials. Professional shall report the presence and location of any hazardous materials it notices or which an professional of similar skill and experience should have noticed to the Town.

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with Town's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the Town or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon Town for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless Town and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional) for the use and/or benefit of Town in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by Town as required by this Agreement, Town shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at Town's request and in furtherance of this Agreement. Town shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by Town shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval

be deemed to be an assumption of such responsibility by Town for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to Town, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that Town shall have the right to access to all such information and Town is granted the right to make and retain copies of Professional's Documents. Town acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at Town's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify Town in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to Town. Town acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that Town will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified Town of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of Town (or other persons) in any materials provided to Professional by Town. Additionally, any materials provided to Professional by Town shall not be released to any third party without the consent of Town and shall be returned intact to Town upon termination or completion of this Agreement if instructed to do so by Town. In the event Town delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against Town and pay any award of damages or loss resulting from an injunction, against Town, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed **Ninety-Five Thousand, Nine Hundred Ninety and 00/100 Dollars (\$95,990.00)**.

(b) Payment Terms. Town agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by Town shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by Town, less any previous payments. Payment will be due within thirty (30) days of the Town's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, Town reserves the right to delay, without penalty, any payment to Professional when, in the opinion of Town, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. Town may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to Town. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against Town, or Town's premises, arising out of Professional's performance of this Agreement, Town shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect Town from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of Town's written notice to Professional regarding the same, Town may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by Town to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by Town at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, Town may proceed to complete the services in any manner deemed proper by Town, either by the use of its own forces or by re-subletting to others; or
- (ii) Town may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, 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 (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, 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: (1) how and why their performance was so prevented, (2) 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 (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by Town. Town shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. Should Town require a modification of this Agreement with Professional, and in the event Town and Professional fail to agree upon a modification to this Agreement, Town shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by Town to be properly performed by Professional prior to such termination date.

(d) Suspension. Town reserves the right to suspend this Agreement for the convenience of Town by issuing a written notice of suspension which shall describe Town's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by Town in its latest notice of suspension, Professional shall have the right to terminate this Agreement if Professional if (i) Professional provides not less than thirty (30) days prior written notice to Town requesting to recommence the services, and (ii) Town does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by Town. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by Town. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are specified in Exhibit B and incorporated herein.

Section 10. Indemnification; Notice.

TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF

PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “TOWN INDEMNITEES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TOWN INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE TOWN INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A TOWN INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE TOWN INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise Town in writing of any claim or demand against the Town, related to or arising out of Professional’s acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Professional’s sole cost and expense; provided, that Town, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. Professional’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

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. Verifications by Professional

Professional’s execution of this Agreement shall serve as its formal acknowledgement and written verification that:

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

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

(c) pursuant to Texas Government Code Chapter 2251, that Professional'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 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of Town. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders 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 Tarrant 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 INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

For Town:

TOWN OF ADDISON, TEXAS

By: _____

Town Manager

Date: _____

Notice Address:

For Professional:

[COMPANY NAME]

By: Tri-Lam Roofing & Waterproofing, Inc.

Name: Mark Rusch

Title: President

Date: 5/22/2024

Notice Address:

965 W Enon Avenue, Everman, TX 76140

EXHIBIT "A"
SCOPE OF SERVICES

(attached)



Exhibit A

TRI-LAM ROOFING & WATERPROOFING

Phone: (817) 483-9914 | 965 W. Enon
Fax: (817) 483-0669 | Everman, Texas 76140
WWW.TRILAMROOFING.COM

March 15, 2024

Dave Foster
Addison Airport

Re: Installation of TPO System at 4310 Wiley Post
TIPS ROOFING CO-OPERATIVE PURCHASING #210603-01

1. Remove existing asphalt membrane, then pressure wash entire roof, adding primer for proper adhesion for new roof installation as required.
2. Install C-Flex Fast Dual adhesive per manufacturer guidelines.
3. While adhesive is wet and tacky roll out C-TPO Fleeceback 115 fully adhered and roll out membrane using a 150 lb steel roller.
4. All laps will be sealed by heat weld method.
5. Perimeter metal will remain and new fasteners will be added to the roof side and seal metal to the new membrane with C-TPO PS 6" Cover Strip.
6. New drain inserts will be installed and secured to the deck. Inserts will be sealed with adhesive to the new membrane.
7. Install new pitch pans at units and install 3/4" rubber mats under units for vibration and roof protection.
8. Provide 20 Year Total System Manufacturers Warranty and a 2" Hail Warranty upon completion.
9. All work to be done in a professional manner and daily clean up and all safety per OSHA guidelines.

Total Price: \$95,990 NOT TO EXCEED

Thank you for the opportunity to provide a price for the above-referenced project. Please feel free to call me with any questions.

Respectfully submitted,

Mark Rusch

Tri-Lam Roofing & Waterproofing, Inc.



4310 WILEY POST

This GUIDE-SPEC describes Re-Roofing Existing Modified Asphalt System with a FleeceBACK Adhered Roofing System and is intended for use as a submittal with a bid package. For specific installation instructions, Specifiers and the Carlisle Authorized Roofing Applicator must comply with the applicable Sections of Carlisle's Technical Manual.

PART I GENERAL

1.01 DESCRIPTION

This Existing Modified Asphalt System Re-Roofing Option incorporates a FleeceBACK membrane Sure-Weld (white, gray, tan or Special Color TPO) reinforced TPO laminated to non-woven polyester fleece-backing. The membrane is adhered to an acceptable, aged Existing Modified Asphalt System with Flexible FAST Adhesive applied in extrusions or full spray.

Sheets of Sure-Weld FleeceBACK membrane are joined together with a minimum 1-1/2" wide hot air weld.

1.02 QUALITY ASSURANCE

A. This roofing system must be installed by a Carlisle Authorized Roofing Applicator in compliance with drawings and specifications as approved by Carlisle SynTec.

B. Upon request, an inspection shall be conducted by a Field Service Representative of Carlisle to ascertain that the membrane roofing system has been installed according to Carlisle's published specifications and details applicable at the time of bid. This inspection is to determine whether a warranty shall be issued. It is not intended as a final inspection for the benefit of the owner.

C. Existing code ratings (FM and UL) will remain the same as the existing roofing system. Consult with local FM or UL representative for further information.

1.04 GENERAL DESIGN CONSIDERATIONS

A. It is the responsibility of the building owner or his/her designated representative to verify structural load limitation. In addition, a core cut may be taken to verify the composition of the existing roofing system.

B. The removal of existing wet insulation and membrane must be specified. The specifier shall select an appropriate and compatible material as a filler for voids created by removal of old insulation or membrane.

C. On existing modified asphaltic roof where partial removal is specified to remove wet or damaged insulation, priming the structural deck, with a Carlisle primer, is required where residual asphalt is present to ensure adequate adhesion of the new insulation. In lieu of priming and the use of insulation adhesion, insulation used to fill voids or to replace wet sections may be mechanically fastened.

- Modified must be Type III or IV asphalt if FleeceBACK TPO membrane is to be installed directly without insulation.
- Any loose coatings must be removed by power-washing or by physical abrasion prior to the application of Flexible FAST Adhesive. A test installation over the aluminum-coated smooth BUR is recommended to ensure the aluminum coating is fully adhered.

1.05 WARRANTY

- 20 Year Total System Warranty with 55 mph wind speed coverage.
- 2" Hail Warranty
- 16 man hours per year in Puncture Coverage

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the job site in the original, unopened containers labeled with the manufacturer's name, brand name and installation instructions.

B. Job site storage temperatures more than 90°F may affect shelf life of curable materials (i.e., Flexible FAST Adhesive – Parts A & B, adhesives, sealants, cleaners, primers, SecurTAPE, Pourable Sealer, Pressure-Sensitive Flashing, and uncured flashing).

C. When liquid adhesives and sealants are exposed to lower temperatures, restore to a minimum of 60°F before use. Do not store containers with opened lids due to loss of solvent which will occur from flash off.

D. FleeceBACK Membrane should be stored in its original plastic wrap and be covered to protect from moisture. Any moisture absorbed by the fleece-backing must be removed by using a wet-vac system, prior to membrane adhesion.

1.07 JOB CONDITIONS

A. Refer to Carlisle Technical Manual for applicable project specific Job Conditions.

PART II PRODUCTS

2.01 GENERAL

The components of this roofing system are to be products of Carlisle or accepted by Carlisle as compatible. The installation, performance, or integrity of products by others, when selected by the specifier and accepted as compatible by Carlisle, is not the responsibility of Carlisle and is expressly disclaimed by the Carlisle Warranty.

2.02 MEMBRANE

FleeceBACK 115 Membrane incorporates 60-mil Sure-Weld reinforced TPO membrane laminated to a 55-mil thick non-woven polyester fleece-backing resulting in a total finished sheet thickness of 115 mils. For other available membrane widths and lengths refer to applicable FleeceBACK Specification or Product Data Sheets.

2.03 RELATED MATERIALS

A. Flexible FAST Adhesive, Cleaners, Adhesives, Sealants, Primers, SecurTAPE, Flashing, Pressure-Sensitive Flashing, Elastoform Flashing, Termination Bars, Carlisle Insulation, Insulation Fasteners and Water Cut-Off Mastic are required for use with this roofing system. Other Carlisle products, such as metal edgings and copings are also required when a System Warranty is specified. Other Products: Walkway Pads, Pre-Molded Pipe Flashings, LIQUISEAL Liquid Flashing, Corners and Pourable/Molded Sealant Pockets.

PART III EXECUTION

3.01 GENERAL

A. When feasible, begin the application at the highest point of the highest roof level and work to the lowest point to prevent moisture infiltration and minimize construction traffic on completed sections. This will include completion of all flashings and terminations.

3.02 ROOF DECK CRITERIA

A. A proper substrate shall be provided by the building owner. The structure shall be sufficient to withstand normal construction loads and live loads.

3.03 SUBSTRATE PREPARATION

- The FleeceBACK membrane may be adhered with Flexible FAST Adhesive directly over existing Modified Asphaltic Sheet. *Note: Existing Type III or IV smooth asphalt BUR Only*
- The substrate must be dry, relatively even, free of protrusions, debris, sharp edges, or foreign materials and must be free of accumulated water, ice and snow.
- When installing this roofing system over existing granulated surfaced built-up roof, loose granules must be removed by sweeping, blowing or power brooming.
- Cut and remove all existing flashing materials. Examine existing system.

3.04 INSTALLATION

Refer to the applicable Safety Data Sheets and Product Data Sheets for cautions and warnings.

A. Membrane Adhesion

- FleeceBACK Membrane shall be adhered to an aged modified with a two component, extrusion or spray applied, low-rise adhesive supplied by Carlisle. Flexible FAST Adhesive is applied to the substrate only and the membrane is rolled into the wet adhesive once it has foamed up approximately 1/8" to 3/4" and begins to "string" when touched with an HP Splice Wipe. Roll the membrane with a 30" wide, 150-pound segmented steel roller to set the membrane into the adhesive.
- Apply beads at 6" O.C. for field and perimeter when standard wind speed warranty is specified.
- Refer to appropriate splicing procedures published in the Sure-Weld or Sure-Flex FleeceBACK Specifications.

C. Flashing

- All existing loose flashing must be removed prior to the application of new flashing. New membrane flashing must extend above all existing intact flashing but must not conceal weep holes or cover existing through wall counterflashing. At angle changes along walls, curbs, skylights, etc., for warranties up to 20 years, FleeceBACK membrane must be adhered in Flexible FAST Adhesive beads placed directly at the angle change and an additional bead spaced a maximum of 3" away from the first bead (at the angle change) see Detail FB-12A.1 and FB -12B.1.
- Flashing of standard penetrations and edge conditions shall conform to the details in Carlisle's TPO FleeceBACK or Adhered Roofing System specifications as applicable.
- Details not depicted in these publications shall be submitted to Carlisle for review prior to installation.
- Utilize TPO Coverstrip to complete metal edge detail according to Carlisle Specifications and Details.

GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

WITH LIMITED COVERAGE FOR HAIL AND ACCIDENTAL PUNCTURES



WARRANTY NO.:
BUILDING OWNER:
NAME OF BUILDING:
BUILDING ADDRESS:
DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:
DATE OF ISSUE:

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing Applicator for a period of -- years, commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond -- years, subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following newly installed Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other newly installed Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of -- mph or higher measured at 10 meters above ground and hail greater than -- inches in diameter (as reported by the National Climatic Data Center). Carlisle shall not be responsible for any changes in appearance or surface imperfections caused by hail incidents.
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Carlisle Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like, however, this warranty does provide limited coverage to provide for the repair of any leaks in the Carlisle Total Roofing System caused by accidental punctures (but not including punctures caused by snow removal or other trades during new construction). The extent of this limited warranty to repair punctures shall not exceed -- man hours per year during the life of the warranty.

- (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
- (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or
- (g) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System; or
- (h) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.

7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.

8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty may be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Dallas County, Texas or in the United States District Court for the Northern District of Texas. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Mark J. Long

AUTHORIZED SIGNATURE
TITLE: Director, Technical and Warranty Services
This Warranty Expires: --

Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at www.carlisesyntec.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.



February 23, 2024

To Our Valued Customers:

This letter serves to confirm that Carlisle Companies Incorporated (the "Company") has recognized liabilities in its Consolidated Balance Sheets for the warranties associated with products produced and sold by Carlisle SynTec (included in the Company's "Construction Materials" business). Total warranty liabilities accrued for the Company's Construction Materials business were \$312.6 million and \$284.9 million at December 31, 2023 and December 31, 2022, respectively. These amounts are included in the Company's deferred revenue and extended product warranty reserves. The Company's annual financial statements can be accessed at www.carlisle.com under the Investors tab. Specific disclosure of the product warranty balances can be found at Note 12 Accrued and Other Current Liabilities – Standard Product Warranties (short-term) on page 64 and Note 6 Revenue Recognition - Contract Balances (long-term) on Page 55 of Form 10-K for the period ending 12/31/23.

Respectfully,

A handwritten signature in black ink, appearing to read "Joe Stassi".

Joe Stassi
Executive Vice President, Commercial Roofing

EXHIBIT B

Insurance Requirements

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

Purchase Agreement (SR Roofing)

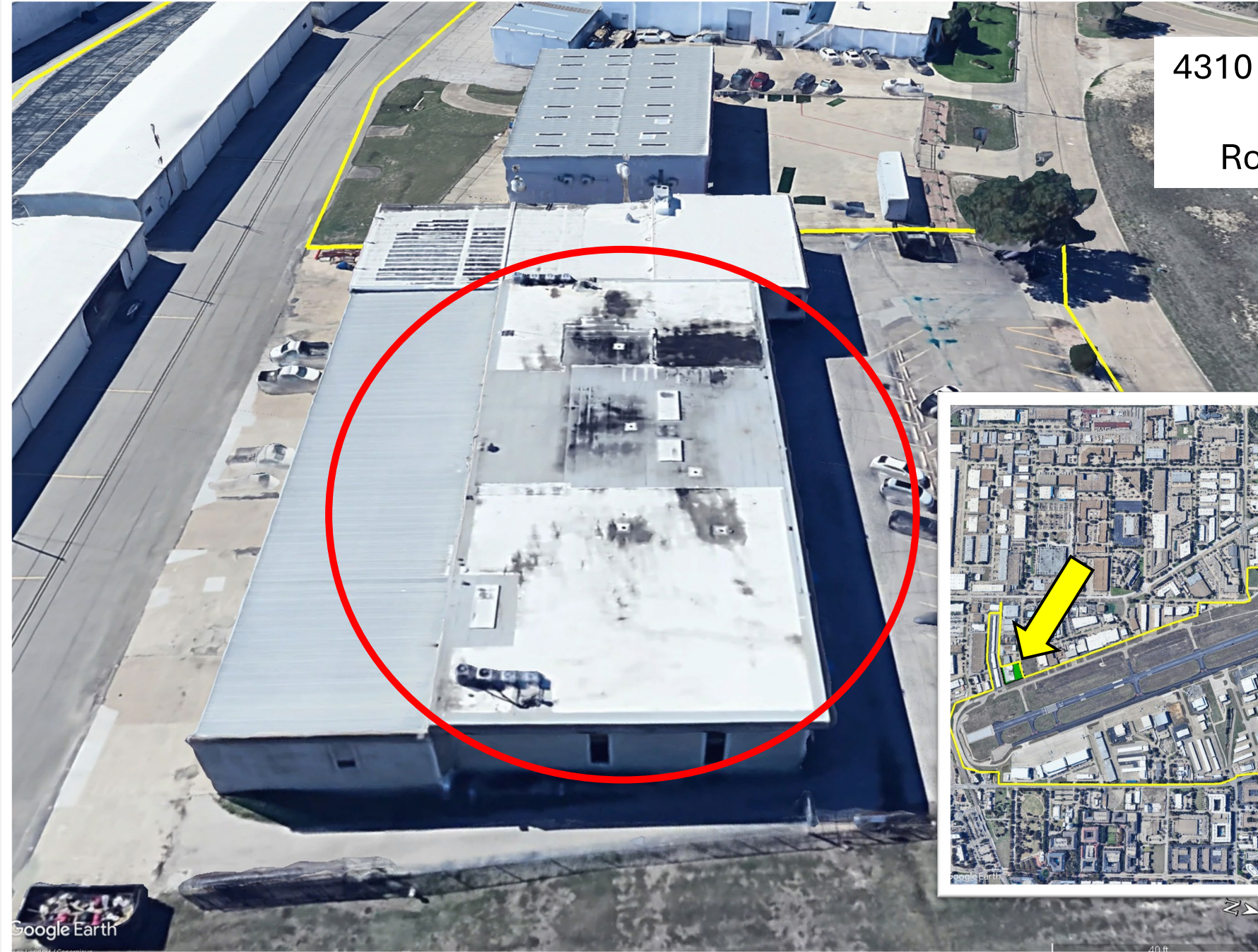
- b) Non-owned vehicles
- c) Hired vehicles

**DAY NOTICE OF
CANCELLATION** or material
change in coverage.
Insurance company must be
A:VII-rated or above.

Purchase Agreement (SR Roofing)

4310 Wiley Post Building

Roof Replacement



City Council (FY24)

4. c.

Meeting Date: 06/11/2024

Department: Information Technology

Key Focus Areas: Public Safety

Infrastructure Development and Maintenance

Financial Health and Organizational Excellence

AGENDA CAPTION:

Consider action on a Resolution approving of the purchase of thirty-four (34) Panasonic rugged laptops and accessories for police vehicles and fire apparatus through DIR, the Texas Department of Information Resources contract with MCT, Mobile Concepts Technology in an amount not to exceed \$174,652.00.

BACKGROUND:

The existing rugged laptops were purchased and installed in 2017. Since the last purchase, the Police and Fire Departments have been contributing to the Information Technology Equipment Replacement Fund on an annual basis. This fund allows the Town to replace systems, including hardware and software, on a regular basis in order to be adequately responsive to the increasing demands on the network. Based on the IT equipment replacement program, we are scheduled to outfit the police cruisers and fire apparatus with rugged laptops every 3 years. However, due to the low hardware failure rate, we have been able to use the existing devices for the last seven (7) years.

Due to needed functionalities, a unique operating environment, and limited real estate to operate these devices, a decision was made not to release an RFP to purchase these devices. Instead, we began evaluating three (3) different systems. These devices were installed in selected police cruisers and were tested by the committee members for almost three months.

The committee's main objectives were to select a solution that offers:

1. Ease-of-usage and environment-friendly devices, which were the main concerns for the staff, and
2. Flexibility, compatibility, modularity, reliability, adaptability, and scalability, which were the Information Technology staff's concerns.

Committee members were pleased with the performance of the Panasonic Toughbook models.

The Town will purchase these laptops from MCT, Mobile Concepts Technology on a contract through the Texas Department of Information Resources (DIR).

DIR is an agency that bids out services and products for its members to provide the leverage to achieve better pricing on products, equipment, and services.

RECOMMENDATION:

Staff recommends approval.

Attachments

Quote

Resolution

Quote Date: 4/30/2024, 11:37 AM

Valid Until: 6/15/2024

Terms:

PO:

Sales Rep: Jasmine Wright

Email: jasmine@mobileconceptstech.com

Phone:

Fax: 281-259-6615

Billing Information

Addison PD Texas
4799 Airport Pkwy
Addison, TX 75001
US

Shipping Information

Addison PD Texas
4799 Airport Pkwy
Addison, TX 75001
US

Qty	SKU	Product Description	Unit Price	Total Price
34	CF-334Z03GAM	Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 32GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Standard Batteries (2), TPM 2.0, Flat Estimated Delivery 45 days ARO	\$3,508.00	\$119,272.00
19	C-KBM-202	Havis: Havis Rugged Keyboard Mount and Adapter Combination - Rugged keyboard mount and adapter combination - Allows for quick, reliable, and secure mounting and unmounting of 3rd party keyboards	\$105.00	\$1,995.00
19	H-33-TVD2-L	Havis Lite Tablet Vehicle Dock (dual pass) for the CF-33 tablet only. USB (6), Serial, LAN (2), Dual RF. Features two front USB ports for easy access. Not compatible when tablet is equipped with Quick-release SSD.	\$753.00	\$14,307.00
25	KB-108	Havis: Havis Rugged Keyboard with Integrated Touch Pad and Emergency Key - Rugged keyboard with 86 keys (US format) and integrated touchpad and emergency key - IP65 rated (ingress protection rating) for demanding environments	\$398.00	\$9,950.00
19	CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31, CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), FZ-40, CF-53 Mk4, CF-54, FZ-55, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1	\$138.00	\$2,622.00
34	FZ-SVCTPNF5Y	PROTECTION PLUS WARRANTY - CF-33, FZ-G2 (YEARS 1, 2, 3, 4, and 5)	\$490.00	\$16,660.00
34	SVC-SCLECME5Y	5 Years of Panasonic Smart Compliance solution for endpoints. Subscription license to provide continuous monitoring of endpoint devices, including TOUGHBOOKS and non-Panasonic desktops and laptops. Support included. One license per device. License can be transferred to a different endpoint.	\$144.00	\$4,896.00

Qty	SKU	Product Description	Unit Price	Total Price
9	CF-VEK335LMP	Premium Emissive Keyboard for CF-33 Mk3 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand. Display can be Opened to any Angle and Supports Convertible Mode. Compatible with Tablet, 33 Laptop Vehicle Dock and 33 Desktop Dock.	\$550.00	\$4,950.00

Freight	\$0.00
Freight Type	Best Way
Total	\$174,652.00

Terms & Conditions

- Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge
- All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice
- Payment must be made in U.S. dollars
- Pricing and quantities are subject to change
- Mobile Concepts Technology reserves the right to substitute products of equal or greater specifications
- Invoices are subject to late payment charges of 18% per year computed monthly after due date
- All products are sold "AS IS"
- No credit allowed for goods returned without prior approval
- ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY
- Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Mobile Concepts Technology within 2 days of receipt of goods. All goods shipped at the buyer's risk
- All product and services on this invoice will remain the property of Mobile Concepts Technology and will be fully encumbered until full payment has been remitted
- Terms orders are based on payment being made via Check, ACH, or Wire. If a Credit Card is presented as payment for a Net Terms Invoice, an administrative fee of 3.5% plus \$25 will be added to the corrected invoice.

By submitting a signed copy of this sales quote, you can turn it into an official Purchase Order. Ensure that the details in this document meet your specific requirements before signing - no sales order will be generated without that all-important signature!

Account Addison PD Texas Quote # Q-16008

Quote Total \$174,652.00 Quote Valid Until 6/15/2024

Signature _____ Date _____

Printed Name _____ Title _____

Purchase Order # _____ Terms _____

Billing Contact Information

Contact Name _____

Email _____ Phone _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF THIRTY-FOUR (34) RUGGED PANASONIC LAPTOPS WITH MOBILE MOUNTING EQUIPMENT AND RELATED ACCESSORIES FROM MOBILE CONCEPTS TECHNOLOGY FOR USE BY THE ADDISON POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$174,652.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize the purchase of thirty-four (34) rugged Panasonic laptops with mobile mounting equipment and related accessories for use by the Addison Police Department from Mobile Concepts Technology (an approved DIR contractor, number DIR-CPO-5225) pursuant to Quote Number Q-16008 attached hereto as **Exhibit A**.

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

SECTION 1. The City Council hereby approves the purchase thirty-four (34) rugged Panasonic laptops with mobile mounting equipment and related accessories from Mobile Concepts Technology pursuant to Quote Number Q-16008 in an amount not to exceed \$174,652.00, a copy of said quote being attached to this Resolution as **Exhibit A**. The City Manager and/or his designee is hereby authorized to execute a purchase order and such other documents as necessary to complete the purchase.

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 **11th** day of **JUNE**, 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

EXHIBIT A

City Council (FY24)

4. d.

Meeting Date: 06/11/2024

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving an agreement between the Town of Addison and Kleen Pipe Underground Pipe Maintenance for repair and cleaning of stormwater pipe and authorizing the City Manager to execute the agreement in an amount not to exceed \$117,195.

BACKGROUND:

The purpose of this item is to approve an agreement with Kleen Pipe Underground Pipe Maintenance to repair and clean issues found during the White Rock Creek drainage basin assessment. These services will be purchased through BuyBoard. This state-wide collective purchasing agency bids out services and products for its members to provide the leverage needed for better pricing on products, equipment, and services.

Following inspections during the White Rock Creek drainage basin assessment, there were issues that were found that needed to be repaired. The repair of the issues found involve installing pipe patch repairs to storm pipes through non-destructive means. This project was approved as a decision package as a part of the FY24 budget process and is budgeted in the FY24 Stormwater Operations and Maintenance budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Kleen Pipe

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH KLEEN PIPE, INC. FOR UNDERGROUND PIPE CLEANING AND MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$117,195.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Kleen Pipe, Inc. for underground pipe cleaning and maintenance in conformance with Kleen Pipe Estimate #EST-7299.

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 Kleen Pipe, Inc. for underground pipe cleaning and maintenance in an amount not-to-exceed of \$117,195.00, 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 **11th** day of **June**, 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

EXHIBIT A

CONTRACT SERVICES AGREEMENT

Pipe repair and cleaning
BuyBoard #730-24

This Contract Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), and **Kleen Pipe, Inc.** ("Contractor") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Contractor to perform certain work and services, hereinafter referred to only as "services", as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Contractor has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon notice to proceed by City, Contractor agrees to provide the necessary services, labor, materials, equipment and supplies related to the cleaning and repairs of pipes, such services being more fully described herein and pursuant to the Contract Documents and Contractor's Proposal attached as **Exhibit A**. Contractor shall not be entitled to any claim for extra services, additional services or changes in the services, except as expressly authorized in writing in advance by City.

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

This Agreement is a part of the "Contract Documents", which include:

- (1) This Agreement, including all exhibits and addenda hereto;
- (2) City's solicitation for bids for BuyBoard #730-24;
- (3) City's written notice(s) to proceed to the Contractor;
- (4) Contractor's Estimate and Scope of Work attached as **Exhibit A**;
- (5) Properly authorized change orders; and
- (6) Any other materials distributed by the City that relate to the services.

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. If discrepancies are found that may impact construction of the services, 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 services. 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 services, 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 services.

Section 4. Contractor's Obligations

(a) Performance of Services. Contractor shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Contractor may engage the services of any agents, assistants, or other persons that Contractor may deem proper to assist in the performance of the services under this Agreement; provided, that Contractor shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. Contractor shall perform the services with the skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and Contractor licenses. Contractor shall be responsible for the Contractor quality, technical accuracy, and the coordination of all services under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services. Contractor shall further make, without expense to City, such revisions to the services as may be required to meet the needs of City and which are within the Scope of Services.

(c) City Directives. Contractor shall comply with and timely execute the City's directives in all matters related to the operation of the City's special events parking including, without limitation, operating procedures, security, traffic control, hours of operation, locations and priority of space assignments, space markings, and general customer service matters. Contractor acknowledges that the parking areas identified in the Contract Documents may vary from time to time and that City retains sole discretion to determine the actual location of the parking areas for all City events.

(d) Customer Claims and Complaints. Contractor shall investigate and report to the City, in a manner satisfactory to the City; all complaints and all claims made for loss of or damage to vehicles or other property related to the services. In the event that any written complaint with respect to Contractor's services under this Agreement is delivered to the Contractor, Contractor agrees that it will deliver a copy of the complaint to the City within twenty-four (24) hours after Contractor's receipt of the complaint and will promptly prepare a response for the City to review, making a good-faith attempt to explain, resolve, or rectify the cause of the complaint. The City reserves the right to respond to such complaint directly.

(e) Additional Services. 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.

(f) No Waiver of City's Rights. Neither City's review, approval/acceptance of, nor payment for any of the 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.

(g) 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 actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of 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.

(h) 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. 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.

(i) Confidential Information. Contractor agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Contractor to be confidential and the exclusive property of Contractor. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, and all services performed hereunder, 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 if Contractor has not notified City of such designation in conformance with this section. Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Additionally, any materials provided to Contractor by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Contractor information that it has expressly marked "Confidential" or has notified Contractor is confidential or is the proprietary information of a third-party, Contractor agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with Contractor's performance of the services under this Agreement. Contractor shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.

(j) 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.

Section 5. Performance Schedule

(b) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Contractor manner in accordance with City's requirements. In the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or others, Contractor may request an extension of time in conformance with this Section 5 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(c) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

Section 6. Payment.

(a) Payment Terms. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in general conformance with Contractor's Proposal, attached hereto as **Exhibit A**. Unless otherwise agreed by the parties, all payments to Contractor by City shall be based on detailed monthly invoices submitted by Contractor for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Contractor when, in the opinion of City, Contractor has not made satisfactory progress on any component of the services described in the Scope of Services

(b) Compensation. Contractor's total compensation for the services under this Agreement shall not exceed \$117,195.00 (the "Contract Price"), subject to the parties' mutual agreement for Contractor to provide additional services in conformance with this Agreement. 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 other parties of any claim or lien against City, or City's premises, arising out of Contractor's performance of 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 City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

(c) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Contractor during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Contractor. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Section 6. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 6(a) above, Contractor shall be in default under this Agreement if Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Contractor's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Contractor regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all services determined by City to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, 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. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Contractor.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, 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 (C) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 7. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, 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 by Contractor prior to such termination date.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Contractor's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Contractor shall have the right to terminate this Agreement if Contractor if (i) Contractor provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 8. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. 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 9. Indemnification; Notice.

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 INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR

PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. 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 SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 10. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page 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 personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

Section 11. Verifications by Contractor

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

(a) if 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;

(b) 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

(c) 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 12. 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, and orders 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 INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Agreement as of the Effective Date.

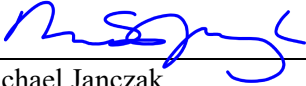
For City:

For Contractor:

TOWN OF ADDISON, TEXAS

KLEEN PIPE, INC.

By: _____
David Gaines
City Manager

By: _____

Michael Janczak

Title: Pres/CEO

Date: _____

Date: June 3, 2024

Notice Address:

Notice Address:

Town of Addison
Attn: David Gaines, City Manager
P.O. Box 9010
Addison, Texas 75254
E: dgaines@addisontx.gov

Kleen Pipe, Inc.
Attn: Michael Janczak
7636 County Road 526
Mansfield, TX 76063
E: mjanczak@kleenpipe.com



KLEEN PIPE
UNDERGROUND PIPE MAINTENANCE

ESTIMATE

EST-7299

Bill To:
City of Addison
16801 Westgrove Dr.
Addison, Texas 75001

Estimate Date : 04/22/2024

Attn : Buy Board Contract #730-24

Job : Installation of 6, 8, 10" Pipe Patches

Description	Qty	Rate	Amount
Scope of work - Estimate for general line cleaning and cctv as directed and approx 10 standard 15"- 24" PP installations; Buyboard Contract #730-24 Rates	1.00	0.00	0.00
15" - 18" x 48" Pipepatch "No Dig" Pipe Repair; includes all materials and equipment for four (4) 15" - 18" x 48" L Pipepatch repair installations - (Excludes line pre-cleaning /surface prep if applicable)	4.00 Ea	5,190.00	20,760.00
21" - 24" x 48" Pipepatch "No Dig" Pipe Repair includes all materials and equipment six (6) 21" - 24" x 48" L Pipepatch repair installations - (Excludes line pre-cleaning /surface prep if applicable)	6.00 Ea	6,260.00	37,560.00
Combo Truck (Vactor 100 gpm) (subject to 4 hr onsite minimum)	40.00 Hr	350.00	14,000.00
iBak/Rapidview CCTV Van - (subject to 4 hr onsite minimum)	40.00 Hr	325.00	13,000.00
Technician x 3 - Reg rate	240.00 Hr	100.00	24,000.00
Service Truck - Daily Rate	10.00 Day	195.00	1,950.00
Disposal-Non Manifest-Clean Fill-No Trash Only- Flat Rate for non-trash spoils	3.00 Ea	350.00	1,050.00
Mobilization/Travel Rate - Per vehicle	25.00 Hr	195.00	4,875.00
		Sub Total	117,195.00
		Total	\$117,195.00

Kleen Pipe Standard Terms & Conditions

Client to provide access to additional water source; Spoils to be dumped and washed out onsite unless otherwise noted; KP will arrange for disposal and water upon request, at an additional cost.

Traffic control beyond cones (if applicable) is available at an additional cost

Client will provide clear and adequate access to all working locations and pipe access points. Any delays or problems with access not related to KP may be subject to standard "Stand By" rates or return charges when applicable.

Exhibit A - Scope of Work

Hourly rates are port to port, including disposal and decontamination of equipment; Overtime rates apply after eight (8) hours, after 5:00pm on weekdays; or on weekends.

All hourly quoted work will be invoiced on actual Time and Material basis unless noted above (4 hr onsite minimum applies); All LF quotes will be invoiced at the actual distance completed (a minimum LF charge will be applicable when noted). All lines not completed but do include a reverse attempt will be considered complete and invoiced in total.

Client agrees other charges incurred but not listed above or added during the job will be invoiced at normal KP rates.

Standard terms are NET 30 days from the date of the invoice. All Sales are Final.



Kleen Pipe Inc.



7636 County Road 526
Mansfield, TX 76063



O: (817) 779-4262
D: (817) 779-4543



info@kleenpipe.com²
www.kleenpipe.com
