# Addison City Council Meeting
**October 22, 2024**
**Addison Conference Centre**
**15650 Addison Road**
**Addison, Texas 75001**

**AMENDED 10/22 at 1:32 PM - Addition of Council Q&A Document to WS Item #3a**

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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.

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## WORK SESSION

The Addison City Council will convene in the Acacia Room beginning at 5:30 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 and 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 551.074 Personnel Matters - Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to: Municipal Court Presiding and Alternate Judges.

b. Section 551.071(2) – Consultation with the City Attorney regarding the following items in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551 of the Texas Code:
   - Discuss the facility use agreement with WaterTower Theatre for the Addison Theatre Centre.

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 expanding Addison Athletic Club Membership to include immediate family members of Town of Addison employees.

b. Present and discuss progress on the NTTA Pedestrian Crossing on Belt Line Road Feasibility Study.

c. Present and discuss the Airport Master Plan update and opportunities for public participation.

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## 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. Recognize residents who participated in the 2024 Citizens Academy.

b. City Manager's Announcements

c. 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 October 8, 2024 City Council Meeting.

b. Consider action to approve a Resolution approving an agreement with Kimley-Horn and Associates Inc. for the 2024 town-wide traffic count program and authorize the City Manager to execute the agreement in an amount not to exceed $60,000.

c. Consider action on a Resolution for a Professional Services Agreement between Kimley-Horn and Associates and the Town of Addison regarding Rectangular Rapid Flashing Beacon Design along Sojourn Dr, Addison Circle, Beltway Dr, and Pedestrian Hybrid Beacon Design along Midway Rd. and authorize the City Manager to execute the agreement in an amount not to exceed $73,100.

d. Consider action on a Resolution to approve a Professional Services Agreement for professional engineering services with Cobb, Fendley, and Associates, Inc. related to the civil engineering review of private development plans for public infrastructure and authorize the City Manager to execute the agreement in an amount not to exceed $100,000.

e. Consider action on a Resolution approving an agreement between the Town of Addison and Stripe-A-Zone for the Fiscal Year 2025 Annual Pavement Markings Project in an amount not to exceed $80,000.

f. Consider action on a Resolution approving an agreement between the Town of Addison and Fuquay Inc. for Manhole Rehabilitation Services and authorizing the City Manager to execute the agreement in an amount not to exceed $60,000.

g. Consider action on the purchase of traffic signal system purchases from Paradigm Traffic Systems, Inc., through BuyBoard and authorize the City Manager to execute the purchase order in an amount not to exceed $161,500.

h. Consider action on a Resolution approving an agreement between the Town of Addison and Halff Associates, Inc. for South Addison Drainage Basin and Addison Circle Drainage Basin Stormwater Infrastructure Assessment and authorizing the City Manager to execute the agreement in an amount not to exceed $350,000.

i. Consider action on a Resolution approving the purchase of a Spartan Pumper Apparatus from Metro Fire Apparatus Specialists and authorize the City Manager to execute the purchase order in an amount not to exceed $1,192,124.

j. Consider action on a Resolution authorizing the purchase of Hurst Jaws of Life extrication tools in an amount not to exceed $81,400.98.

k. Consider action on an Ordinance amending Chapter 54 of the Town's Municipal Code to prohibit aggressive dog training on Town property.

l. Consider action on a Resolution approving a grant funding agreement with the Texas Department of Transportation (TxDOT) Aviation Division accepting FY25 Routine Airport Maintenance Program (RAMP) grant funding for certain improvements to Addison Airport; authorizing local funding in the amount of $111,111.12; and authorizing the City Manager to execute all contracts and agreements necessary to accept the grant funding.

m. Consider action on a Resolution approving an agreement with McMahon Contracting, LP for reconstruction of the Atlantic Aviation ramp connectors and the east vehicle service road (VSR) at Addison Airport and authorizing the City Manager to execute the agreement in an amount not to exceed $2,363,236.65.

n. Consider action on a Resolution approving the exercise of the second one-year renewal option of the agreement for professional services with Garver, LLC executed in FY23 for on-call professional consulting services for airport capital projects and authorizing the City Manager to execute the renewal for FY25 in an amount not to exceed $150,000 and optionally to execute renewals in subsequent fiscal years (FY26 and FY27) in amounts not to exceed that which is included in the airport operating budget approved by City Council for those respective fiscal years.

o. Consider action on a Resolution approving a Partner Agreement with WaterTower Theatre and authorizing the City Manager to execute the Agreement in an amount not to exceed $360,000 in cash and in-kind contributions.

p. Consider action on a Resolution approving a Partner Agreement between the Town of Addison and Outcry Theatre and authorizing the City Manager to execute the Funding Agreement in an amount not to exceed $5,000.

q. Consider Action on Ordinances to reappoint Larry Dwight as Presiding Municipal Judge to the Addison Municipal Court of Record #1, reappoint Cass Callaway, and appoint Stephen Feil as Alternate Municipal Judges to the Addison Municipal Court of Record #1 and authorize the City Manager to execute the agreements.

r. Consider action on a Resolution approving Symetra as the employee long-term disability insurance and life insurance provider.

5. **Public Hearings.**

a. Present, discuss and consider action on an Ordinance of the Town of Addison providing for developer-funded recreational areas in the form of parks and trails; providing for applicability; providing for requirements and guidelines for parkland dedication fees; providing for park development fees; providing for private park credit; providing

for regular review; providing for penalty for the violation hereof; and providing an effective date.

6. **Items for Individual Consideration.**

a. Consider action on a Resolution authorizing an Interlocal Cooperation Agreement ("ILA") with Metrocrest Hospital Authority, the City of Farmers Branch, the City of Coppell, and the City of Carrollton regarding the purchase of real property for the New North Texas Emergency Communications Center, Inc. ("NTECC") consolidated public safety communications center; authorizing the city manager to take any additional acts to carry out the city's obligations under the ILA, including any subsequent purchase and sales agreement; authorizing the Town's percentage share of project funding, which shall not to exceed 16.8070% of the total closing price for the property; authorizing the city manager to execute the agreement; and providing an effective date.

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.

8. **Adjourn Meeting.**

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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.

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

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

**City Council (FY24)** **3. a.**

**Meeting Date:** 10/22/2024

**Department:** City Secretary

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**AGENDA CAPTION:**

Council Questions and 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.

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**Attachments**

Council Questions & Answers Document

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**Answers to Council Questions – October 22, 2024**

Work Session

**Item #6a.** Present and discuss expanding Addison Athletic Club Membership to include immediate family members of Town of Addison employees.

**Question 1:** The presentation mentioned that multiple employees have voiced support for this. Was this support primarily for seasonal camp opportunities, or full-time access?

## Considerations

**Including family members of Town employees could:**

- Foster and support a healthy active lifestyle amongst Addison's employees and their families.
- Be used as an employee hiring and retention incentive.
- Help grow programs to increase attendance.
- Help increase seasonal camp attendance to allow for expansion to two age groups.

**Feedback:**

- At the recent employee health fair facilitated by Human Resources (HR), multiple employees approached AAC staff and voiced support for this consideration.

**Response:** The feedback from Town employees was not specific. Staff would likely be supportive of either option.

Consent Agenda

**Item #4c.** Consider action on a Resolution for a Professional Services Agreement between Kimley-Horn and Associates and the Town of Addison regarding Rectangular Rapid Flashing Beacon Design along Sojourn Dr, Addison Circle, Beltway Dr, and Pedestrian Hybrid Beacon Design along Midway Rd. and authorize the City Manager to execute the agreement in an amount not to exceed $73,100.

**Question 1:** Will this require any lanes of traffic to be shut down for any extended length of time, particularly for the work on Midway?

**Response:** Lane closures will occur during construction of these projects. The work on Midway is currently anticipated to be bid for construction in early 2026, but actual

construction start is dependent upon TxDOT and the other cities involved in the overall project. Staff will coordinate and communicate lane closures during the time of construction.

**Item #4g.** Consider action on the purchase of traffic signal system purchases from Paradigm Traffic Systems, Inc., through BuyBoard and authorize the City Manager to execute the purchase order in an amount not to exceed $161,500.

**Question 1:** What are the two intersections that will be upgraded to replace outdated equipment, non-supported equipment?

**Response:** Staff has currently scheduled video detection replacements at the intersections of Addison Road and Airport Parkway and Addison Road and Westgrove Drive.

**Item #4o.** Consider action on a Resolution approving a Partner Agreement with WaterTower Theatre and authorizing the City Manager to execute the Agreement in an amount not to exceed $360,000 in cash and in-kind contributions.

**Question 1:** In paragraphs 7.2 & 7.3 there are references to submittals and requests to the City by the Licensee. Who in the City will these submittals and requests be addressed to?

**Response:** All submittals and requests will be addressed to the Theatre Manager once he or she is onboarded. In the interim, all items will go to the Special Events & Theatre Director.

**City Council (FY24)** **4. a.**

**Meeting Date:** 10/22/2024

**Department:** City Manager

**Key Focus Areas:** Public Safety

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## AGENDA CAPTION:

Section 551.074 Personnel Matters - Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to: Municipal Court Presiding and Alternate Judges.

## BACKGROUND:

N/A

## RECOMMENDATION:

N/A

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**City Council (FY24)** **4. b.**

**Meeting Date:** 10/22/2024

**Department:** City Secretary

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**AGENDA CAPTION:**

Section 551.071(2) – Consultation with the City Attorney regarding the following items in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551 of the Texas Code:

- Discuss the facility use agreement with WaterTower Theatre for the Addison Theatre Centre.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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**City Council (FY24)** **6. a.**

**Meeting Date:** 10/22/2024

**Department:** Parks & Recreation

**Key Focus Areas:** Financial Health and Organizational Excellence

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## AGENDA CAPTION:

Present and discuss expanding Addison Athletic Club Membership to include immediate family members of Town of Addison employees.

## BACKGROUND:

During the FY2024 / 2025 budget process, Council requested a work session to explore the possibility of expanding the Town's employee benefit program. Specifically, this discussion will focus on allowing immediate family members of Town employees to join the Addison Athletic Club. Staff will present the current membership policies, outline the benefits of this proposed change, and recommend implementation options for Council's consideration.

## RECOMMENDATION:

Staff seeks Council direction.

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**Attachments**

Presentation - AAC Family Memberships

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# Addison Athletic Club Membership as an Employee Benefit

October 22, 2024

Janna Tidwell, Director of Parks & Recreation

# Background Information

**Purpose:**
During the FY2024 / 2025 budget process Council requested staff bring forward a work session item to discuss expanding the Town's Employee Benefit Program to allow immediate family members of Town employees to become members at the Addison Athletic Club.

**City Ordinance**
Chapter 58 – Parks and Recreation
Article III – Addison Athletic Club

**Overview:**

- Use of the Addison Athletic Club is restricted to current members and their guests.
- Membership is limited to current Town of Addison residents, their dependents and employees of the Town.
- One-time membership administrative fee to become a member is $10.00 (some programs do require fees).
- Members can bring a guest for a fee ranging from $2.00 - $8.00 dependent on age and facility use.

**Employee Count:** Addison currently has 301 full-time employees and 7.5 part-time employees.

# Background Information

**Membership Information**

| | Memberships | Total Visits FY2024 |
|---|---|---|
| Residents | 3,729 | 127,880 |
| Employees | 203 | 1,922 |

| | Repeat Facility Users (10+ visits per year) | |
|---|---|---|
| | Residents | Employees |
| AAC Facilities | 2,229 | 38 |

# Considerations

**Including family members of Town employees could:**

- Foster and support a healthy active lifestyle amongst Addison's employees and their families.
- Be used as an employee hiring and retention incentive.
- Help grow programs to increase attendance.
- Help increase seasonal camp attendance to allow for expansion to two age groups.

**Feedback:**

- At the recent employee health fair facilitated by Human Resources (HR), multiple employees approached AAC staff and voiced support for this consideration.

# Council Discussion

**Staff is seeking direction from Council pertaining to 1 of 3 options.**

- Current AAC membership requirements remain in place.
- Extend the benefit of AAC membership to family members of employees.
- Extend the benefit to allow family members of employees to participate in certain programs, such as summer camp.

**If the benefit is extended to family member of employees, staff recommends applying current ordinance requirements:**

- One-time $10.00 fee per person for membership and any program related fees that would apply.
- Applies to the employee's spouse and legal dependents.
- Dependents must be ages three months to 18 years.
- Dependents ages 18 through 23 years that are enrolled as a full-time college student will also be considered a dependent.

# Questions?

**City Council (FY24)** **6. b.**

**Meeting Date:** 10/22/2024

**Department:** Parks & Recreation

**Key Focus Areas:** Mobility and Connectivity
Community Engagement
Vibrant and Active Community

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**AGENDA CAPTION:**

Present and discuss progress on the NTTA Pedestrian Crossing on Belt Line Road Feasibility Study.

**BACKGROUND:**

The City-Wide Trails Master Plan (CWTMP) was adopted by Council on May 25, 2021. The CWTMP's Chapter 5, Priority Projects, identifies the Dallas North Tollway (DNT) as presenting the greatest obstacle to providing safe and convenient active transportation access between west and east Addison. Under the subsection, Local Connectivity, page 85 specifically addresses Tollway Crossings. It states, "The Dallas North Tollway is the most challenging barrier to walking and biking in Addison." The section outlines the Belt Line Road overpass, and suggests that "a shared use-path should be improved along the south side of the overpass of the Tollway along Belt Line road. The shared-use path should be situated between the southernmost eastbound travel lane and the turnaround lane on the south side of the overpass, promoting safer pedestrian and cyclist movement."

Historically, the Town has undertaken various studies to address this barrier. These studies identified obstacles such as overhead utility lines, NTTA bridge clearance requirements and associated costs. However, staff has identified successful regional projects that converted existing traffic lanes into pedestrian crossing areas, suggesting a potential solution for Addison.

In the FY2023/ FY2024 Budget, funds were included to study a pedestrian crossing at the intersection of Belt Line Road and the DNT intersection. In the first quarter of 2024, Kimley-Horn Associates was awarded an agreement for professional engineering services to perform a feasibility study to review options for providing a pedestrian and bicycle crossing along Belt Line Road over the DNT. The main purpose of the project is to provide safety and comfort for bicyclists and pedestrians crossing the DNT while reducing barriers and providing access to major destinations in west and east Addison. A secondary goal of the project is to create a landmark that identifies Addison that is visible

from the main lanes of the DNT.

Kimley-Horn Associates' scope consisted of a conceptual design and feasibility study related to a U-turn lane closure and intersection improvements along Belt Line Road between the DNT Northbound Frontage Road and the Southbound Frontage Road. Kimley-Horn Associates prepared a pedestrian crossing feasibility study to include, Structural Analysis, Roadway Analysis, Preliminary Conceptual Design, and final Conceptual Design. Final concept 3D renderings were also included to better communicate the concept to the Council, Town management, staff and residents. Additionally, traffic engineers with Kimley-Horn performed a study to observe existing pedestrian and vehicular conditions during the following peak periods:

- AM Peak: 7:00 to 9:00
- Midday Peak: 11:30 - 13:30
- PM Peak: 16:30- 18:30
- Saturday Peak: 11:00-13:00

The following day, after observations of existing conditions, the southside bridge U-turn was closed and the same observations were made at the same peak hours. A comprehensive report included a summary with information about the need for signal operations to be monitored, adjusted and coordinated with the City of Dallas as a next step. Coordination with the City of Dallas will also include the necessary agreements with Addison for the use of Dallas right of way for this project.

**RECOMMENDATION:**

Staff requests Council direction.

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**Attachments**

Presentation - NTTA Pedestrian Crossing

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# NTTA Pedestrian Crossing on Belt Line Road Feasibility Study

Presented by Joe Pack, Assistant Director of Parks

October 22, 2024

# Background

**This purpose of this presentation is to inform Council of the results of a feasibility study prepared by Kimley-Horn Associates. Their scope consists of conceptual design and a feasibility study related to pedestrian crossing improvements along Belt Line Road over the Dallas North Tollway (DNT).**

- The City-Wide Trails Master Plan was adopted by Council on May 25, 2021. The plan supports and recommends the pedestrian crossing over the Dallas North Tollway (DNT) on the south side of Belt Line Road.
- The FY 2023/2024 budget approved $156,000 for a feasibility study related to pedestrian crossing improvements along Belt Line road over the Dallas North Tollway.
- One January 9, 2024, Council approved a Professional Services Contract with Kimley-Horn Associates to perform the feasibility study for pedestrian improvements as approved in the FY 2023/2024 budget.
- This project is included in Council's Strategic Initiatives under the Key Focus Area of Mobility and Connectivity.

# Overview

**Supporting Factors- City Wide Trails Master Plan Recommendations**

- Address barrier caused by Dallas North Tollway to create a safe and convenient access between west and east Addison.
- Utilize Belt Line Road overpass on the south side as a shared use path.
- Provide safety and comfort for pedestrians and bicyclists.

**Other Supporting Factors**

- Improve safety for the numerous people using the existing crossing daily.
- West and east Addison are both experiencing growth and redevelopment.
- To create a landmark that identifies Addison from the NB main lanes of the DNT.
- Previous studies have been performed for this crossing.

# Overview

**NTTA Crossing on Belt Line Road Feasibility Study- Services Performed by Kimley-Horn Associates**

- Coordinated with the North Texas Tollway Authority (NTTA) in advance of moving forward with concepts.
- Prepared pedestrian and bicycle crossing feasibility study including pedestrian and bicycle counts.
- Performed a pilot closing of the Dallas Parkway NB U-Turn, took additional counts, documented observations and filed a Conclusions Report.
- Performed structural and roadway analysis of the existing Belt Line Road bridge.
- Developed preliminary and final conceptual design concept with cost opinion.
- Prepared 3D renderings and 3 professional illustrations.

# Overview

**Project Challenges:**

- Costs associated with adding a southward bridge extension.
- Overhead transmission lines.

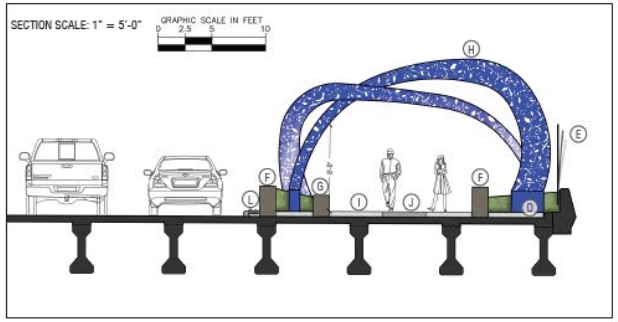
**Solutions:**

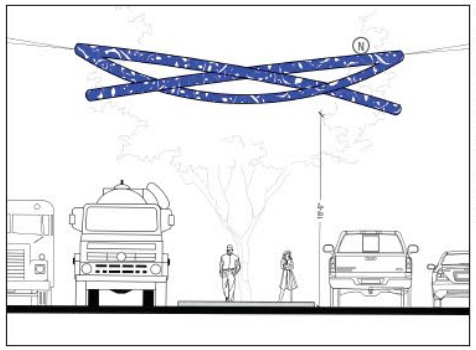
- Convert the existing U-Turn lane into a pedestrian facility.
- NTTA coordination provided support for the project approach and identified that this would require buy-in from The City of Dallas.
- Engineers performed a U-Turn closure, took pedestrian and vehicular counts and recommended signal monitoring and timing coordination with the City of Dallas.

# Concept Development

## SECTIONS

### DIAGRAM




**LEGEND**

A. CURB RAMP
B. CROSSWALK
C. BOLLARD
D. PLANTER BED
E. UNDULATING POSTS/FENCING
F. TXDOT RATED TRAFFIC RAIL
G. UNDULATING PLANTER WALL
H. SHADE RIBBON SCULPTURE
I. INTEGRAL CONCRETE COLOR A
J. INTEGRAL CONCRETE COLOR B
K. CONCRETE PAVING
L. PEDESTRIAN DETERRENT PAVERS
M. ROCK BED
N. TOWN GATEWAY FLOATING RIBBON
O. STRUCTURAL FOOTING BASE

## IMAGE BOARD - CONCEPTUAL DESIGN

### HARDSCAPE PALETTE


HIGH CONTRAST INTEGRAL COLOR CONCRETE


PERFORATED METAL SHADOW CASTING


PERFORATED METAL COVERED WALKWAY


UNDULATING PLANTER WALL


ILLUMINATED PERFORATED METAL COVERED WALKWAY


ILLUMINATED SCULPTURAL COVERED WALKWAY



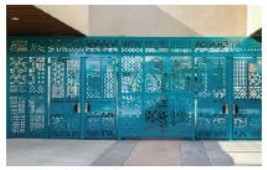
FLOATING GATEWAY MONUMENT

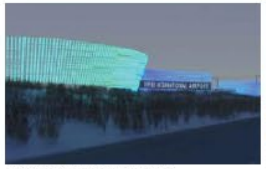

ILLUMINATED GATEWAY MONUMENT


SCULPTURAL METAL COVERED WALKWAY


METAL ABSTRACT ART PIECE


INTEGRAL COLOR CONCRETE


PREFORATED METAL ART


ILLUMINATED UNDULATING POSTS



UNDULATING POSTS/FENCING


UNDULATING POSTS/FENCING


PEDESTRIAN DETERRENT PAVERS

### LANDSCAPE PALETTE


'STOPLIGHTS' RED YUCCA


RUSSIAN SAGE


PYGMY BARBERRY


HENRY DUELBERG SALVIA


SOFT LEAF YUCCA


ROCK ROSE


WHALE TONGUE AGAVE


MEXICALI ROSE FAIRY DUSTER


DWARF NANDINAS


BLONDE AMBITION

# BELT LINE PEDESTRIAN CROSSING

**Addison, Texas**

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

Kimley»Horn

SEPTEMBER 2024

# Concept Development




PLAN SCALE: 1" = 10'-0"

## BELT LINE PEDESTRIAN CROSSING

**Addison, Texas**

**CONCEPTUAL DESIGN**

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

Kimley»Horn

SEPTEMBER 2024

# Concept Development



# Concept Development



# Concept Development



# Concept Development



# Overview

**Next Steps:**

- Identify funding mechanisms to include the possibility of NCTCOG and TxDOT Transportation Alternatives project calls for pedestrian connectivity components only. Non-pedestrian components are not eligible.
- Dallas maintains ownership of the U-turn lanes and crosswalks which presents challenges. Agreements with Dallas to allow ownership of the improvements by Addison is the best-case solution.
- Coordinate with The City of Dallas to gain buy-in for the conversion to the U-turn lane into a crosswalk and necessary signal modification efforts.
- Issue a call for public art.
- Develop construction documents for bidding by the competitive sealed proposal process.

# Cost Opinion

**Opinion of Probable Construction Cost for Final Concept- NTTA Pedestrian Crossing on Belt Line Road**

| | |
|---|---|
| **Total Construction Cost Without Floating Ribbon** | **$ 6,365,595** |
| **Contingency (20%)** | **$ 1,274,505** |
| **Total Estimated Construction Cost** | **$ 7,640,000** |
| | |
| *** Total Construction Cost With Floating Ribbon** | **$9,186,714** |
| | |

* The cost would be slightly higher if the floating ribbon were to be installed as a second phase.

# Questions

**City Council (FY24)** **6. c.**

**Meeting Date:** 10/22/2024

**Department:** Airport

**Key Focus Areas:** Economic Development and Revitalization
Mobility and Connectivity
Infrastructure Development and Maintenance
Community Engagement

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## AGENDA CAPTION:

Present and discuss the Airport Master Plan update and opportunities for public participation.

## BACKGROUND:

The Federal Aviation Administration (FAA) requires airports that receive federal funding to maintain an updated Airport Master Plan (AMP). Addison Airport's most recent AMP update began in 2014 and concluded in 2016. Recent development has outpaced the 2016 AMP and an update is needed. Council approved acceptance of an Airport Improvement Program (AIP) grant from FAA, administered by the Texas Department of Transportation - Aviation Division (TxDOT Aviation), at the July 25, 2023 meeting. This grant, in the amount of $1,050,000 (including a 10% matching share from the Airport Fund) will fund a new AMP update.

In an RFQ process managed by TxDOT Aviation, Addison staff selected Woolpert as the consultant for the AMP update. Woolpert is currently working with TxDOT Aviation to finalize their project scope and fees. The Woolpert team has been in contact with airport staff and has begun preliminary work on the AMP. A key task in the early stages of an AMP is development of a public involvement plan. Public participation in the process is required by FAA.

Two committees will be established to drive the AMP update. First is the Executive Committee, which includes the consultant team, Addison staff, and representatives of TxDOT Aviation. The Executive Committee is responsible for overall administration and management of the project. Second is the Project Steering Committee (PSC), which will be composed of airport and community stakeholders. The primary function of the PSC is to serve as the vehicle for public participation and input in the AMP process.

Addison residents and businesses will be represented on the PSC. Staff is proposing to use an application to be posted on the Town of Addison website on October 23rd through November 15th to solicit interested candidates. The Mayor

and City Council would each appoint two members (one resident and one business representative from the list of interested candidates) to the PSC at the December 10th meeting.

**RECOMMENDATION:**

No action needed at this time; information only.

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**Attachments**

Presentation

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# Airport Master Plan
# Public Participation

Council Work Session

October 22, 2024

Joel Jenkinson, Airport Director

# Airport Master Planning

- FAA requires airports that receive federal funding to maintain an updated Airport Master Plan.
- The Master Plan guides airport development and must be updated at least every 20 years (or more frequently as circumstances require).
- FAA guidance for Airport Master Plan studies is provided in Advisory Circular 150/5370-6B.

# Addison Airport – Current Master Plan

- Addison Airport's most recent Master Plan update kicked off in 2014 and was finalized/approved in 2016.
- Addison's current Master Plan is nearly ten years old and needs an update; airport development has proceeded faster than anticipated.
- Updating the Master Plan is an initiative supporting Council's strategic objective to leverage the airport to maximize business growth in the key focus area of economic development and revitalization.

# Addison Airport – Current Master Plan

Addison Airport's 2016 Master Plan contains the following chapters:

- Chapter 1 – Inventory
- Chapter 2 – Aviation Activity Forecasts*
- Chapter 3 – Facility Requirements
- Chapter 4 – Airport Alternatives Analysis
- Chapter 5 – Phased Development Plan
- Chapter 6 – Financial Analysis
- Chapter 7 – Airport Layout Plan* and Geographic Information Systems

**Only activity forecasts and the Airport Layout Plan require FAA approval*

# Addison Airport – Master Plan Update

- The Council approved acceptance of a grant offer ($1,050,000) to update the Addison Airport Master Plan on July 25, 2023.
  - TxDOT Aviation Division administers the grant.
- TxDOT AVN advertised an RFQ for a Master Plan consultant selection with a due date of March 28, 2024.
  - A selection committee of five Addison staff (Airport and Development Services) evaluated and ranked the responses.
- Woolpert was selected to conduct Addison's Master Plan update.
  - Woolpert is finalizing contract negotiations with TxDOT Aviation but has started initial work.

# Master Plan Update – Public Involvement

- FAA ***requires*** public involvement in an Airport Master Plan
- Chapter 4 of FAA Advisory Circular 150/5370-6B addresses public involvement in the Airport Master Plan process
- According to the Advisory Circular:

**"The first task of a master plan study, after the consultant receives a notice-to-proceed, is the creation of a public involvement program. The level of public involvement in airport planning should be proportional to the complexity of the planning study and to the degree of public interest."**

# Master Plan Update – Public Involvement

Master Planning Committees:

- **Executive Committee** – composed of:
  - Airport staff
  - Town of Addison staff (key/affected departments)
  - Woolpert (consultant) personnel
  - TxDOT Aviation staff
- **Project Steering Committee (PSC)** – composed of:
  - Selected airport business representatives
  - Community representatives (residents and businesses)
  - Selected industry representatives

Executive Committee and PSC membership for the 2016 Master Plan update is provided in Appendix A of the 2016 Final Report (page 210)

# Master Plan Update – Public Involvement

## Executive Committee role:

Overall project management, including:

- Data collection
- Scheduling
- Developing alternatives
- Financial analysis
- Drafting the Master Plan report

## Project Steering Committee role:

- Review draft sections of the Final Report as written and provide comments.
- Assist in developing community consensus for future general development of the airport.
- Provide input or feedback in formulating alternatives for developing or redeveloping specific airport areas.

# Master Plan Update – Community Stakeholder

Three (3) public Community Stakeholder Meetings are planned:

- **The first two meetings will occur during the investigation phase of the project:**
  - First meeting will be focused on the overall Town community, and
  - Second meeting will be focused on the Airport stakeholder community (airport users, tenants, and businesses).

- **Third community meeting to occur near the end of the project:**
  - As an open house event.
  - Serves as a mechanism for presenting the proposed final product to the public before submission to FAA and City Council for approvals.

# Master Plan Update – Additional Public Input

Throughout the process, there will be additional opportunities for public input, including:

- An Airport Master Plan project website
- Surveys of airport tenants and businesses
- Community surveys
- Stakeholder meetings

# Master Plan Update – City Council Role

- City Council will be asked to appoint a total of 14 members to the Project Steering Committee (PSC).
  - Interest in serving on the committee will be solicited (beginning October 23) through the Town's website.
  - Addison residents and businesses may apply to serve.
  - Each Council Member will have two appointments to the PSC; one resident and one business each is suggested.
  - The PSC will also include an additional 8-10 representative airport businesses and 2-3 industry representatives nominated by staff.
- At the end of the project, Council will be asked to approve / adopt the Final Report.

# Master Plan Update – Questions?



**City Council (FY24)** **2. a.**

**Meeting Date:** 10/22/2024

**Department:** City Manager

**Key Focus Areas:** Community Engagement

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**AGENDA CAPTION:**

Recognize residents who participated in the 2024 Citizens Academy.

**BACKGROUND:**

The Addison Citizens Academy offers Addison residents a unique opportunity to gain insight into their town's governance and operations. This year, we recognize 14 residents who engaged in a series of sessions designed to provide a comprehensive understanding of municipal functions facilitated by tours, activities, and direct interaction with Town leaders and staff.

**RECOMMENDATION:**

N/A.

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**Attachments**

Citizens Academy 2024 Class

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# CITIZENS ACADEMY PARTICIPANTS

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Mary ‘Meg’ Ackerman
Jenny Apperti
Schnell Blanton
Chris Bohme
Mike Gelhausen
Curtis Green
Allan Guarino
Scott Hunt
Kimberly Lloyd
Sharron O’Neill
Robert Poer
Wendy Poer
Rhonda Sellers
Andrew Thresher



**City Council (FY24)** **2. b.**
**Meeting Date:** 10/22/2024
**Department:** City Secretary

**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. c.**
**Meeting Date:** 10/22/2024
**Department:** City Secretary

**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:** 10/22/2024

**Department:** City Secretary

**AGENDA CAPTION:**

Consider action on the Minutes from the October 8, 2024 City Council Meeting.

**BACKGROUND:**

The minutes for the October 8, 2024 City Council Meeting have been prepared for consideration.

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

Minutes - October 8, 2024

# D R A F T

# OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

**October 8, 2024**

**Addison Conference Centre**
**15650 Addison Road, Addison, TX 75001**
**6:00 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 in the Work Session in the Acacia Room at 6:00 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 6:00 PM.

2. **2024 Food Service Safety & Sanitation Awards Recognition**

The following restaurants were recognized as 2024 Food Service Safety & Sanitation Award Winners:

- Full-Service Dining - Lazy Dog Restaurant & Bar
- Fast Food - Raising Canes Chicken Fingers
- Sandwich / Deli Shops - Jason's Deli

3. **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 in the Consent Agenda.

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

   a. **Council Questions and Answers**

Mayor Arfsten closed the Open Meeting to convene the City Council into Closed Meeting at 6:09 PM.

5. **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 items:

   a. *551.071(1) and (2) Consultation with Attorney* to seek advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code:
      - The real properties located at 15900 Addison Road and 4800 Keller Springs Road.

   b. *Section 551.071(2) Consultation with Attorney* regarding the following items in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551 of the Texas Code:
      - Discuss the facility use agreement with WaterTower Theatre for the Addison Theatre Centre.

Mayor Arfsten convened the City Council into Open Meeting at 7:28 PM. No action was taken as a result of the Closed Meeting.

6. **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 matters discussed in the Closed Meeting.

7. **Work Session Reports**

   a. **Present and discuss expanding Addison Athletic Club Membership to include immediate family members of Town of Addison employees.**
   *[Assistant Director of Recreation, Pat White]*

   b. **Present and discuss the proposed renaming and visual rebranding of the Addison Theatre Centre.**
   *[Director of Marketing & Tourism, Mary Rosenbleeth]*

Mayor Arfsten closed the Work Session at 7:30 PM with the decision to postpone Work Session Items #7a and #7b to the October 22, 2024 City Council Meeting.

## COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:38 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. **Employee Recognition**

    - Parks and Recreation: Director of Parks & Recreation, Janna Tidwell introduced Interim Recreation Program Supervisor – Luis Ibarra.

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.*

No citizens requested to address the City Council during the Public Comment period.

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 September 24, 2024 City Council Meeting.**
    b. *Resolution No. R24-074:* **Consider action on a resolution approving a Grant Funding Agreement between the Town of Addison and Dallas Cat Lady and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $5,000.**
    c. *Resolution No. R24-075:* **Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Dallas County Mental Health & Retardation d/b/a Metrocare Services and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $2,500.**
    d. *Resolution No. R24-076:* **Consider Action on a Resolution Approving a Grant Funding Agreement Between the Town of Addison and Metrocrest Services and Authorizing the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed $162,721.**
    e. *Resolution No. R24-077:* **Consider action on a Resolution approving a Grant Funding Agreement with On Eagles Wings, Inc. d/b/a Woven Health Clinic and authorizing**

**the City Manager to execute the Grant Funding Agreement in an amount not to exceed $6,500.**

f. *Resolution No. R24-078:* **Consider action on a Resolution adopting an investment strategy and approving brokers, dealers, and financial institutions for fiscal year 2024-2025.**

g. *Resolution No. R24-079:* **Consider action on a Resolution approving a Ground Lease Agreement between the Town of Addison and Tango Whiskey Management, LLC for commercial aviation use on approximately 0.432 acres of improved airport land located at Addison Airport and authorizing the City Manager to execute the Ground Lease Agreement and to provide an effective date.**

h. *Ordinance No. O24-048:* **Consider action on an Ordinance for a Developer Participation Agreement ("Contract") between the Town of Addison and Tango Whiskey Management, LLC, provided for under Subchapter C, Chapter 212, Tex. Loc. Gov. Code ("Code") to reconstruct a portion of Addison Airport's airport taxilane and aircraft apron.**

i. *Resolution No. R24-080:* **Consider action on a joint Resolution between Dallas County and the Town of Addison establishing an Inter-Jurisdictional Emergency Management Program; and providing an effective date.**

**MOTION:** Council Member Willesen moved to approve §4 - CONSENT AGENDA (a-i) as presented. Council Member DeFrancisco seconded the motion. Motion carried unanimously.

5. **Public Hearings**

a. *Ordinance No. O24-049:* **Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5312 Belt Line Road, that is currently zoned Planned Development (PD), through Ordinance No. 496, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1920-SUP/5312 Belt Line Road (Hachi Restaurant).)**
*[Director of Development & Neighborhood Services, Lesley Nyp]*

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5312 Belt Line Road, which is currently zoned Planned Development (PD), Ordinance No. 496.

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

Administration recommended approval, with the following condition:

- There shall be no amplified noise, including speakers, instruments, or other amplifying sound devices used for the outdoor patio that generate audible noise beyond the property line past 10:00 PM.

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

Mayor Arfsten closed the Public Hearing.

**MOTION:** Mayor Pro-Tempore Gardner moved to approve Ordinance No. O24-049 approving a Special Use Permit for Hachi Restaurant to allow for the sale of alcoholic beverages for on-premises consumption with the staff recommended condition. Council Member Willesen seconded the motion. Motion carried unanimously.

b. *Ordinance No. O24-050:* **Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. 022-26, for property located at 4580 Belt Line Road, that is currently zoned Local Retail (LR), to allow modifications to the development plan. Case 1921-SUP/4580 Belt Line Road (Toasted Yolk SUP Amendment).**
*[Director of Development & Neighborhood Services, Lesley Nyp]*

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) Amendment to allow modifications to the development plans for an existing restaurant on a property located at 4580 Belt Line Road, which is currently zoned Local Retail (LR).

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

Administration recommended approval.

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

Mayor Arfsten closed the Public Hearing.

**MOTION:** Council Member Willesen moved to approve Ordinance No. O24-050 approving a Special Use Permit for Toasted Yolk to allow modifications to the development plan. Deputy Mayor Pro-Tempore Craig seconded the motion. Motion carried unanimously.

c. *Ordinance No. O24-051:* **Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 410A, that is currently zoned Planned Development (PD), through Ordinance No. O23-03, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1922-SUP/5100 Belt Line Road, Suite 410A (Landmark Grill).**
*[Director of Development & Neighborhood Services, Lesley Nyp]*

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite, which is currently zoned Planned Development (PD), Ordinance No. O23-03.

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

Administration recommended approval.

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

Mayor Arfsten closed the Public Hearing

**MOTION:** Council Member Liscio moved to approve Ordinance No. O24-051 approving a Special Use Permit for Landmark Grill to allow the sale of alcoholic beverages for on-premises consumption. Council Member Willesen seconded the motion. Motion carried unanimously.

d. *Ordinance No. O24-052:* **Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 732, that is currently zoned Planned Development (PD), through Ordinance No. O23-03, to allow a restaurant with the sale of alcoholic beverages for on-premises consumption. Case 1923-SUP/5100 Belt Line Road, Suite 732 (Nouveau).**
*[Director of Development & Neighborhood Services, Lesley Nyp]*

The Addison Planning and Zoning Commission, meeting in regular session on September 17, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant with the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite 732, which is currently zoned Planned Development (PD), Ordinance No. O23-03.

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

Administration recommended approval.

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

Mayor Arfsten closed the Public Hearing

**MOTION:** Council Member Willesen moved to approve Ordinance No. O24-052 approving a Special Use Permit for Nouveau to allow the sale of alcoholic beverages for on-premises consumption. Council Member DeFrancisco seconded the motion. Motion carried unanimously.

6. **Items for Individual Consideration**

a. *Ordinance No. O24-053:* **Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for One Addison Place, located at 4900 Arapaho Road, in order to allow an attached wall sign to be mounted perpendicular to the building surface and to allow the sign to exceed the maximum projection from the surface which it is attached on the north facade (Case MR2024-08/4900 Arapaho Road, One Addison Place).**
*[Director of Development & Neighborhood Services, Lesley Nyp]*

One Addison Place is a new multi-tenant commercial building at 4900 Arapaho Road. As the site is finishing construction, the property owner is requesting a Meritorious Exception to the Sign Ordinance to install an attached wall sign, which is proposed to be mounted perpendicular to the building surface and exceeds the maximum projection from the surface of the building.

The sign code requires that all attached wall signs be mounted parallel to the building surface and project no more than 18 inches from the surface to which they are attached. The proposed wall sign exceeds the maximum projection by 44 inches (62-inch projection proposed). All other applicable standards are met with the proposed sign, including letter/logo height.

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 criteria for a Meritorious Exception has been met for the proposed sign type. This sign type, which is commonly referred to as a blade or flag sign, is allowed elsewhere within Addison in the Addison Circle and Village on the Parkway Special Sign Districts, which are more tailored to pedestrians. However, the maximum projection distance allowed is 5-feet or 60 inches. Staff is recommending the proposed sign be consistent with those standards that are used elsewhere within Addison.

Additionally, the subject property is located on the south side of Arapaho Road, just outside the boundary of the Addison Circle Special Sign District. Given the site's proximity to Addison Circle and the transit-oriented development, a pedestrian-oriented sign is compatible with the area. The style of the blade sign and the proposed projection allow pedestrians to more easily identify businesses from the sidewalk.

Administration recommended approval with the following condition:

- The proposed sign may project no greater than 5 feet from the building surface.

**MOTION:** Council Member Willesen moved to approve Ordinance No. O24-053, approving the Meritorious Exception to the Town's Sign Ordinance for One Addison Place as submitted without the staff-proposed condition. Council Member Freed seconded the motion. Motion carried unanimously.

b. *Resolution No. R24-081*: **Present, discuss, and consider action approve a Resolution authorizing the City Manager to execute a State Infrastructure Bank loan agreement in an amount up to $44,600,000.**
*[Chief Financial Officer, Steven Glickman]*

At the February 13, 2024 City Council meeting, staff discussed road construction financing opportunities through the State Infrastructure Bank (SIB). The SIB is a revolving fund managed by TXDoT to provide low-cost financing solutions for eligible borrowers. Staff recommended pursuing this program for projects that qualify and were approved in the 2019 bond program including: Keller Springs Road, Quorum Drive, and Montfort Drive. Based on Council direction, staff brought forward a resolution on February 27, 2024, authorizing the City Manager to complete the application for the State Infrastructure Bank loan in an amount up to $44,600,000.

Staff submitted the loan application in April 2024 and worked with TXDoT staff over the following months to provide any additional project details requested. On August 22, 2024, TXDoT's Texas Transportation Commission approved the Town's loan application for the full amount of $44,600,000. The interest rate on the loan is 2.51%. By comparison, the interest rate on the Town's 2024 Certificates of Obligation that were sold on September 10, 2024, was approximately 3.58%. The interest savings the Town will realize compared to a bond issuance is approximately $5.9 million over the life of the loan.

Administration recommended approval.

**MOTION:** Deputy Mayor Pro-Tempore Craig moved to approve Resolution No. R24-081 authorizing the City Manager to execute a State Infrastructure Bank loan agreement in an amount up to $44,600,000. Council Member DeFrancisco seconded the motion. Motion carried unanimously.

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.*

8. **Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:55 PM.

**TOWN OF ADDISON, TEXAS**

Bruce Arfsten, Mayor

**ATTEST:**

Valencia Garcia, City Secretary

**City Council (FY24)** **4. b.**

**Meeting Date:** 10/22/2024

**Department:** Public Works

**Key Focus Areas:** Mobility and Connectivity
Infrastructure Development and Maintenance

## AGENDA CAPTION:

Consider action to approve a Resolution approving an agreement with Kimley-Horn and Associates Inc. for the 2024 town-wide traffic count program and authorize the City Manager to execute the agreement in an amount not to exceed $60,000.

## BACKGROUND:

The purpose of this item is to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the 2024 Townwide Traffic Count Program.

Addison's last comprehensive traffic count was conducted in 2018. While traffic counts are typically recommended every two to four years, the Town delayed the update due to the Midway Road construction and to allow traffic patterns to stabilize post-COVID. The updated traffic data from this program will be instrumental in the Master Transportation Plan update that was also approved as a part of the Fiscal Year 2025 budget process.

Town staff selected Kimley-Horn as the engineer for this project due to their experience as the town's traffic engineering firm for over 20 years. Their extensive experience and history with the Town provides a great understanding of the town's current issues, such as congestion, safe pedestrian movements, and the coordination of traffic signals in adjacent jurisdictions.

Funding for this project was approved as part of the Fiscal Year 2025 budget and is within the allocated budget. The project will be funded through the Streets Self-Funded Projects Fund.

## RECOMMENDATION:

Administration recommends approval.

## Attachments

Resolution - Kimley Horn Traffic Counts

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES INC. FOR 2024 TOWNWIDE TRAFFIC COUNT PROGRAM IN AN AMOUNT NOT TO EXCEED $60,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize an agreement with Kimley-Horn and Associates Inc. for 2024 Townwide Traffic Count Program in conformance with the City's requirements.

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

**SECTION 1**. The City Council hereby approves the agreement between the Town of Addison and Kimley-Horn and Associates Inc. in an amount not-to-exceed of $60,000.00, 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 ***22nd*** day of ***OCTOBER***, 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT**
**[2024 Townwide Traffic Count Program]**

This Professional Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), and **Kimley-Horn and Associates, Inc.** a North Carolina Corporation (**"**Professional") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

**RECITALS**

**WHEREAS**, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

**WHEREAS**, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

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

**Section 1. Scope of Services**

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the **2024 Townwide Traffic Count Program** ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of 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 to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

**Section 3. Professional Obligations**

A. In performing the Scope of Services, Professional shall use that degree of skill and care ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Scope of Services are provided. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City 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", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

**Section 4. Payment**

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed **sixty thousand and 00/100 dollars ($60,000)**. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. 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 City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

**Section 5. Responsibilities**

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any negligent errors or deficiencies in the design, drawings, specifications, plans and other services.

B. 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

Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

**Section 6. Time for Performance**

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time 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. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional 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 Professional have agreed in writing upon the allowance of additional time to be made.

**Section 7. Documents**

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City 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 City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of

service to the City. Any modifications made by the City to any of the Project Documents, or any use, partial use or reuse of the Project Documents (in a manner not contemplated by this Agreement) without written authorization or adaptation by Professional will be at City's sole risk and without liability to Professional.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

**Section 8. Termination**

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination plus any approved reimbursable expenses incurred prior to the termination date. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City 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 City to be properly performed by Professional prior to such termination date plus any approved reimbursable expenses incurred prior to the termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or 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, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

**Section 9. Insurance**

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than $500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

**Section 12. Indemnification**.

**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 PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL 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. PROFESSIONAL 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 PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY 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). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**Section 13**. **Assignment**

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

**Section 14**. **Applicable Laws**

Professional shall comply with all current and published federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. 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 court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

**Section 15**. **Default of Professional**

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City 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 City at which Professional is required to attend, but shall not include any loss of profit of Professional. 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.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

**Section 16. Adjustments in Services**

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

**Section 17. Execution becomes Effective**

This Agreement will be effective on the date when signed by authorized representatives of Professional and City ("the Effective Date").

**Section 18. Agreement Amendments**

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. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

**Section 19. Severability**.

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

**Section 20. Independent Contractor**.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City 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 City. 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.

**Section 21. Right-Of-Access.**

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

**Section 22. Notice.**

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

If to City:

With copy to: Whitt Wyatt, City Attorney
3710 Rawlins St., Ste 1000
Dallas, Texas 75219

If to Professional: Caroline Leonard, P.E.
2600 N. Central Expressway, Suite 400
Richardson, Texas 75080

**Section 23. Counterparts.**

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.

**Section 24. Exhibits**.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

**Section 25. Survival of Obligations**.

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.

**Section 26. Authorization**.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

**Section 27**. **Successors and Assigns**.

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

**Section 28. Recitals**.

The recitals to this Agreement are incorporated herein.

**Section 29**. **Audits and Records**.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

**Section 30**. **Conflicts of Interests**.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

**Section 31**. **Hazardous Materials**.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

**Section 32**. **No Boycott Israel and/or No Industry Discrimination**.

Pursuant to Texas Government Code Chapter 2270, the Professional's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, the Professional's execution of this Agreement shall serve as verification that the 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.

(*Signature page follows)*

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of last execution hereof.

| **FOR CITY:** | **FOR PROFESSIONAL** |
|---|---|
| **Town of Addison, Texas** | **Kimley-Horn and Associates, Inc.** |
| By:_____ | By: Scott R. Arnold |
| David Gaines<br>City Manager | Scott R. Arnold<br>Vice President |
| Date: _____ | Date: September 10, 2024 |

**EXHIBIT "A"**
**SCOPE OF SERVICES**

(attached)

**Exhibit "A"**
**Scope of Services**

## Project Understanding

The Town of Addison ("City") requests Kimley-Horn and Associates, Inc. ("Professional") to manage and administer the 2024 Townwide Traffic Count Program and Dashboard. Services by Professional will consist of the work set forth in the following scope of services.

## Professional Services

### Task 1. Project Management

Professional will:

- coordinate with City and the subconsultant to schedule all traffic counts.
- perform a cursory review of all count data for completeness.
- review and summarize count data in the City's established format.
- prepare monthly progress reports.

Professional will prepare for and attend up to two project meetings with City staff. These meetings are expected to be held virtually via Microsoft Teams.

### Task 2. Collection of Traffic Data

#### *I. Peak Period Turning Movement Counts*

Professional will identify 90-minute peak periods in the morning, midday, evening, and Saturday for which we (through a subconsultant) will collect detailed turning-movement count data at each of the 37 signalized intersections. The midday peak period will be shifted to capture school egress at the following five (5) intersections that are most impacted by school traffic projections:

1. Addison Rd at Sojourn Dr
2. Westgrove Dr at Sojourn Dr
3. Midway Rd at Hornet Rd
4. Spring Valley Rd at Greenhill School St
5. Spring Valley Rd at Vitruvian Way

#### *II. Machine Counts*

Machine counts will be performed for the same locations the City regularly performs counts, based on locations and durations identified in the count summaries from 2016 and 2018. Data will be collected in a combination of 24-hour counts (Typical non-holiday Tuesday, Wednesday or Thursday), 3-day counts (Thursday to Saturday), and 4-day counts (Thursday to Sunday). The majority of counts will be bi-directional, however, where there are one-way roadway sections or u-turn lanes one-way counts will be performed. Machine counts will be collected as follows:

a. 24-Hour Bi-Directional Volume Counts
    - Up to 77 locations
b. 24-Hour One-Way Volume Counts
    - Up to 4 locations

c. 3-Day One-Way Volume Counts (U-turns @ Belt Line Road)
    - Up to 2 locations
d. 4-Day Bi-Directional Volume Counts
    - Up to 8 locations
e. 4-Day One-Way Volume Counts
    - Up to 2 locations

**Task 3. Data Dashboard**

Professional will compare count data previously collected in 2018 with new data collected in 2024 at up to 37 turning movement count locations and up to 93 machine count locations (corresponding to the 2018 count locations) to evaluate changes in traffic volumes and patterns. Professional will summarize total volumes and difference between 2018 and 2024 data. The expected deliverable for this task is an interactive Power BI report consisting of a map-based visual for selecting volume graphs and summary charts and figures comparing 2018 and 2024 volumes.

**Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates, or as lump-sum services as part of negotiated additional scope. Additional services we can provide include, but are not limited to, the following:

- Presentations and/or additional meetings
- Additional reporting and dashboard functionality

**Information Provided By City**

Professional shall be entitled to rely on completeness and accuracy of all information provided by the City or the City's consultants or representatives. The following information will be provided by the City:

- Coordination on dates for traffic data collection

**Lump Sum Fee Schedule:**

Professional will provide the services in the Tasks below for the total lump sum fee below. Individual tasks are informational only.

| **Task** | **Fee** |
|---|---|
| 1. Project Management | $ 3,800 |
| 2. Collection of Traffic Data | $ 36,200 |
| 3. Data Dashboard | $ 20,000 |
| **TOTAL** | **$ 60,000** |

**Schedule**

Professional will provide its services as expeditiously as practicable and work with the City to maintain a mutually agreeable schedule, with data collection efforts to begin in October 2024.

**Deliverables**

Professional's project deliverables will be:

- Modified version of the 2018 Townwide MS Excel spreadsheet inclusive of new 2024 count summaries, along with the calculated difference and percent change between 2018 and 2024 counts.
- Electronic count files detailing counts by 15-minute increments for all machine counts.
- Electronic count files detailing turning movement counts by 15-minute increments for each intersection movement.
- Public link to Power BI Dashboard and Power BI file (.pbix)

**City Council (FY24)** **4. c.**

**Meeting Date:** 10/22/2024

**Department:** Public Works

**Key Focus Areas:** Mobility and Connectivity
Infrastructure Development and Maintenance
Financial Health and Organizational Excellence

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**AGENDA CAPTION:**

Consider action on a Resolution for a Professional Services Agreement between Kimley-Horn and Associates and the Town of Addison regarding Rectangular Rapid Flashing Beacon Design along Sojourn Dr, Addison Circle, Beltway Dr, and Pedestrian Hybrid Beacon Design along Midway Rd. and authorize the City Manager to execute the agreement in an amount not to exceed $73,100.

**BACKGROUND:**

The purpose of this item is to enter into a Professional Services Agreement for the design of Rectangular Rapid Flashing Beacon (RRFB) Design along Sojourn Dr, Addison Circle, Beltway Dr, and Pedestrian Hybrid Beacon Design along Midway Rd. for an amount not to exceed $73,100.

In November 2023, the Town staff collaborated with Kimley-Horn and Associates to pursue Highway Safety Improvement Program (HSIP) grant funding from TxDOT for pedestrian improvements around Addison. These pedestrian improvements include RRFBs at three locations and a Pedestrian Hybrid Beacon on Midway Road to extend the Redding Trail to Farmers Branch. This grant positions the Town to access $656,270 in construction funds. The Town will be obligated to cover the design costs and direct state expenses for project management and inspections, in addition to any construction cost overruns and betterments. Once the project is designed, TxDOT will bid and manage the project.

The funding for this item will be out of the Self-Funded Special Projects Fund.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Kimley Horn HSIP Pedestrian Improvement Design

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**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES INC. FOR RECTANGULAR RAPID FLASHING BEACON DESIGN ALONG SOJOURN DR, ADDISON CIRCLE, BELTWAY DR, AND PEDESTRIAN HYBRID BEACON DESIGN ALONG MIDWAY RD.) IN AN AMOUNT NOT TO EXCEED $73,100.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize an agreement with Kimley-Horn and Associates Inc. for Rectangular Rapid Flashing Beacon Design along Sojourn Dr, Addison Circle, Beltway Dr, and Pedestrian Hybrid Beacon Design along Midway Rd.) in conformance with the City's requirements.

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

**SECTION 1**. The City Council hereby approves the agreement between the Town of Addison and Kimley-Horn and Associates Inc. in an amount not-to-exceed of $73,100.00, 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 ***22nd*** day of ***OCTOBER***, 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT**
**(Rectangular Rapid Flashing Beacon Design along Sojourn Dr, Addison Circle, Beltway Dr, and Pedestrian Hybrid Beacon Design along Midway Rd.)**

This Professional Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), and **Kimley-Horn and Associates, Inc.** a North Carolina Corporation (**"**Professional") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

**RECITALS**

**WHEREAS**, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

**WHEREAS**, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

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

**Section 1. Scope of Services**

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the **Rectangular Rapid Flashing Beacon Design along Sojourn Dr, Addison Circle, Beltway Dr, and Pedestrian Hybrid Beacon Design along Midway Rd.** ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of 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 to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

**Section 3. Professional Obligations**

A. In performing the Scope of Services, Professional shall use that degree of skill and care ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Scope of Services are provided. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City 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", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

**Section 4. Payment**

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed **seventy-three thousand one hundred and 00/100 dollars ($73,100)**. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. 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 City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

**Section 5. Responsibilities**

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any negligent errors or deficiencies in the design, drawings, specifications, plans and other services.

B. 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 Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

**Section 6. Time for Performance**

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time 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. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional 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 Professional have agreed in writing upon the allowance of additional time to be made.

**Section 7. Documents**

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City 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 City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF

format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City. Any modifications made by the City to any of the Project Documents, or any use, partial use or reuse of the Project Documents (in a manner not contemplated by this Agreement) without written authorization or adaptation by Professional will be at City's sole risk and without liability to Professional.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

**Section 8. Termination**

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination plus any approved reimbursable expenses incurred prior to the termination date. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City 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 City to be properly performed by Professional prior to such termination date plus any approved reimbursable expenses incurred prior to the termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or 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, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

**Section 9. Insurance**

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than $500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

**Section 12. Indemnification**.

**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 PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL 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. PROFESSIONAL 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 PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY 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). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**Section 13**. **Assignment**

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

**Section 14**. **Applicable Laws**

Professional shall comply with all current and published federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. 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 court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

**Section 15**. **Default of Professional**

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City 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 City at which Professional is required to attend, but shall not include any loss of profit of Professional. 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.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

**Section 16. Adjustments in Services**

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

**Section 17. Execution becomes Effective**

This Agreement will be effective on the date when signed by authorized representatives of Professional and City ("the Effective Date").

**Section 18. Agreement Amendments**

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. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

**Section 19. Severability**.

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

**Section 20. Independent Contractor**.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City 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 City. 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.

**Section 21. Right-Of-Access.**

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

**Section 22. Notice.**

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

If to City:

With copy to: Whitt Wyatt, City Attorney
3710 Rawlins St., Ste 1000
Dallas, Texas 75219

If to Professional:

**Section 23. Counterparts.**

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.

**Section 24. Exhibits**.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

**Section 25. Survival of Obligations**.

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.

**Section 26. Authorization**.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

**Section 27. Successors and Assigns**.

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

**Section 28. Recitals**.

The recitals to this Agreement are incorporated herein.

**Section 29. Audits and Records**.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

**Section 30. Conflicts of Interests**.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

**Section 31. Hazardous Materials**.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

**Section 32**. **No Boycott Israel and/or No Industry Discrimination**.

Pursuant to Texas Government Code Chapter 2270, the Professional's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, the Professional's execution of this Agreement shall serve as verification that the 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.

(*Signature page follows)*

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of last execution hereof.

| **FOR CITY:** | **FOR PROFESSIONAL** |
|---|---|
| **Town of Addison, Texas** | **Kimley-Horn and Associates, Inc.** |
| By:_____<br>David Gaines<br>City Manager | By:_____<br>Douglas Arnold, Contract Specialist |
| Date: _____ | Date: 08/06/2024 |

**EXHIBIT "A"**
**SCOPE OF SERVICES**

(attached)

# EXHIBIT A

# SCOPE OF PROFESSIONAL SERVICES

## Project Description

This project consists of the installation of six Rectangular Rapid Flashing Beacons (RRFB) and one Pedestrian Hybrid Beacon (PHB) along Sojourn Drive, Addison Circle, Beltway Drive, and Midway Road in the Town of Addison. The Professional will perform the professional engineering services described herein for the Client. The project will consist of design survey, base mapping, project meetings, RRFB/PHB design, and developing design deliverables for the project locations. A summary of project locations and tasks are shown in **Table 1** below.

**Table 1 – Summary of Tasks**

| Project | Location | Tasks | |
|---|---|---|---|
| | | RRFB | PHB |
| 1 | Along Sojourn Drive ~875' E. of Westgrove Drive | ✓ | |
| 2 | Addison Circle at Quorum Drive | ✓* | |
| 3 | Along Beltway Drive ~600' W. of Trail | ✓ | |
| 4 | Along Midway Road ~400' N. of Proton Road | | ✓ |

* - Includes four RRFB crossing locations.

## Basic Services

### Survey

This task is only applicable to Project Location 4.

Using a subconsultant, the Professional will provide professional surveying services in general accordance with current published TxDOT requirements as outlined below:

- Project scope will be within an 80’ radius of the proposed PHB pedestrian crossing along Midway Road.
- Additional data collection and property research.
    - Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
    - Survey limits are not anticipated to extend onto private property.
- Perform topographic survey of the existing ground based on visible features and markers along the project limits identified above.

- Establish horizontal control points and a vertical control benchmark circuit as needed throughout the project. Set control points based on NAD-83.
- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats). Undocumented easements may not be identified. Title research may be performed as an additional service only upon written Town authorization.
- Review topographic survey, available records from the Town and information gathered from the franchise utilities.
- Compile above information into a survey base file to be used for the design. Base file will be in AutoCAD.

It is assumed that additional ROW will not be required. Therefore, no ROW strip map or instruments of conveyance are anticipated but could be provided as an Additional Service.

**Base Mapping**

This task is only applicable to Project Locations 1-3.

The Professional will use Bentley OpenRoads Designer (ORD) and aerial imagery to create a base file with critical roadway elements detailed below. For areas with heavy tree coverage, aerial imagery will be used in-lieu of base mapping. This will form the basis for the design. The following base line work will be created as part of this service:

- Existing edges of pavement within the project limits
- Location of existing infrastructure within the project limits
- Existing pavement markings within the project limits

**Project Meetings**

At the outset of the Project, the Professional will prepare for and attend one meeting with the Town to discuss project requirements and any special design or coordination needs. After the 60% and 90% submittals, the Professional will prepare for and attend one meeting with Town staff and TxDOT to receive comments, if needed.

**Field Evaluation**

The Professional will conduct a field investigation to verify existing signage, existing pedestrian ramps (if present), and other existing elements at each project location. This along with the topographic survey will form the basis for RRFB and PHB design. The Professional will use applicable Town and TxDOT design standards and specifications.

**Design Phase (RRFB Design)**

This task is only applicable to Project Locations 1-3.

The design will be prepared using base mapping and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Bentley OpenRoads Designer (ORD). The design will be based on and consist of information gathered during the initial kick-off meeting and site visit. The RRFB design will consist of the following plan sheets:

- *Rectangular Rapid Flashing Beacon Signage Layout Sheet*: including RRFB signage design, advanced signage, pavement markings, and pedestrian ramps (if not present)
- *Detail Sheet*: with tabulation of quantities, APS chart, sign summary, and general notes

**Design Phase (PHB Design)**

This task is only applicable to Project Location 4.

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Bentley OpenRoads Designer (ORD). The design will be based on and consist of information gathered during the initial kick-off meeting and site visit. The PHB design will consist of the following plan sheets:

- *Pedestrian Hybrid Beacon Signal Layout Sheet*: including proposed signal layout plan, overhead signs, pedestrian elements, and signal phasing diagram.
- *Signs, Marking, and Ramp Details Sheet*: with proposed pavement markings, proposed ADA ramp design, and summary charts.
- *Traffic Signalization Detail Sheet*: with tabulation of quantities, electrical chart, APS chart, conductor routing chart, and general notes

**Design Deliverables**

All design sheets from the tasks above will be combined with the sheets identified below to create a signal design submittal for this task:

- *Cover Sheet*: consisting of intersection location key map and description of project.
- *General Notes*: consisting of standard general notes applicable to TxDOT and the Town of Addison.
- *Summary of Quantities*: including the summary of quantities and Opinion of Probable Construction Costs (OPCC) using TxDOT bid items.
- *Standard Detail Sheets*: including all standards as required by TxDOT.

TxDOT has requested KH to combine the subject design plans with a sperate design set. KH will combine both design packages into a single construction plan set, under a single CSJ.

This effort will consist of the following:

- Combining all bid items and establishing OPCC for all locations
- Combining general notes and creation of index of sheets for all locations
- General combination of all plan sheets and performing quality control review of construction document.

**Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates, or as lump-sum services as part of negotiated additional scope. Additional services we can provide include, but are not limited to, the following:

- Presentations and/or additional meetings
- Additional submittals
- Development of coordinated traffic signal timing plans
- Coordination with other agencies, beyond that anticipated in the scope of services

**Notes and Assumptions**

Our scope and fee are based on the following:

1. In locations where no survey is being conducted, no ROW will be provided. If TxDOT requests ROW to be shown on the plans, this can be provided as an

additional service.

2. Design will be conducted primarily according to previously submitted HSIP applications.
3. Ramp and pedestrian design will only be provided for locations which do not currently have ADA compliant ramps. If ADA compliant ramps exist, no proposed ramps will be designed.
4. It is expected to use solar powered RRFB signage for all locations, except Addison Circle at Quorum Drive, where AC power electrical service and meter will be used.
5. Fees are to perform each task one time with one round of comment resolutions. Additional revisions to address Jurisdictional or Client review comments will be made on an hourly basis.
6. Our services will be performed in general accordance with typical City and TxDOT design requirements.
7. This proposal does not include median island design or minor roadway design.
8. Services that are not specified under Scope of Services, including any additional meetings requested by the Client, will be provided as additional services when requested and authorized in writing by the Client. Compensation for additional services will be on a time and materials basis and billed according to our standard rate schedule.

**Lump Sum Fee Schedule:**

The Professional will perform the services in the Tasks below for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

| Task (Lump Sum) | Fee |
|---|---|
| Survey | $ 5,000 |
| Project Meetings | $ 3,100 |
| Field Evaluation | $ 3,800 |
| Design Phase (RRFB Design) | $ 30,800 |
| Design Phase (PHB Design) | $25,200 |
| Design Deliverables | $5,200 |
| **TOTAL** | **$ 73,100** |

# EXHIBIT B

# SCHEDULE AND DELIVERABLES

## Schedule

Once notice to proceed is received, a mutually agreeable schedule between both parties will be prepared. The Professional will coordinate with TxDOT on this schedule. The tentative ready-to-let date for the project is December 2025 (subject to change).

## Deliverables

Layouts prepared by the Professional will be submitted for review and comment by the Town and TxDOT. The Professional's project deliverables will consist of:

- 60% Submittal – The Professional will submit electronic PDF construction drawings to the Town and TxDOT for distribution and review.
- 90% Submittal – The Professional will submit electronic PDF, Opinion of Probable Construction Cost, and specifications/special provisions in accordance with the 90% submittal format.
- 100% (Draft) Submittal – The Professional will address any necessary review comments and an electronic version of construction drawings to TxDOT and Town for review. The Professional will submit plans and in accordance with 100% draft submittal format.
- 100% (Final) Submittal – The Professional will provide one full set of sealed original drawings and one full set of specifications/special provisions. The Professional will submit Opinion of Probable Construction Cost in MS Excel file format.

**EXHIBIT C**

**STANDARD HOURLY RATE SCHEDULE**

**Kimley-Horn and Associates, Inc.**

**Standard Rate Schedule**
(Hourly Rate)

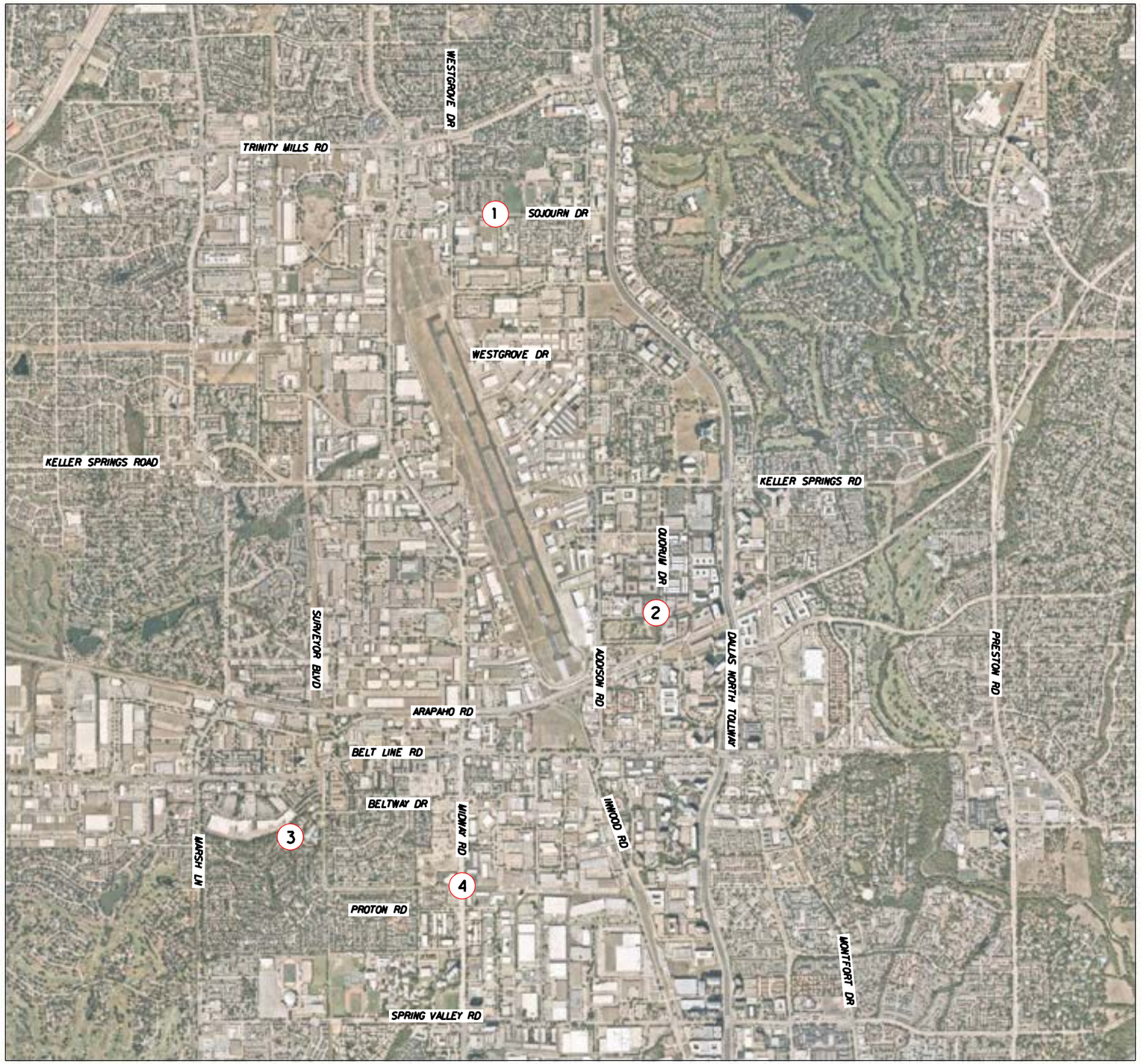
| | |
|---|---|
| Analyst | $165 - $250 |
| Professional | $235 - $300 |
| Senior Professional I | $260 - $360 |
| Senior Professional II | $345 - $380 |
| Senior Technical Support | $160 - $285 |
| Support Staff | $110 - $150 |
| Technical Support | $125 - $155 |

*Effective through December 31, 2024*
*Subject to adjustment thereafter*

**EXHIBIT D**

**ATTACHMENTS**

1. HSIP Application – Pedestrian Improvement Exhibits




NOT TO SCALE

## LEGEND

① PROJECT LOCATIONS

PROJECT LOCATIONS:

1) RRFB - ALONG SOJOURN DR. ~875' E. OF WESTGROVE DR.
2) RRFB - ADDISON CIRLE AT QUORUM DR.
3) RRFB - ALONG BELTWAY DR. ~600' W. OF TRAIL
4) PHB - ALONG MIDWAY RD. ~400' N. OF PROTON RD.

CONCEPTUAL TYPICAL APPLICATION
ABIGAIL AXELSON, P.E. 146056
KIMLEY-HORN, FIRM F-928 04/12/24
FOR HSIP APPLICATION ONLY
NOT TO BE USED FOR ANY OTHER PURPOSE

NOTE:

EXISTING AND PROPOSED LOCATIONS SHOWN ON THIS PLAN ARE DIAGRAMATIC ONLY. THIS EXHIBIT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

Kimley»Horn F-928
2600 N Central Expressway
Suite 400
Richardson, Texas 75080
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

ADDISON

®Texas Department of Transportation
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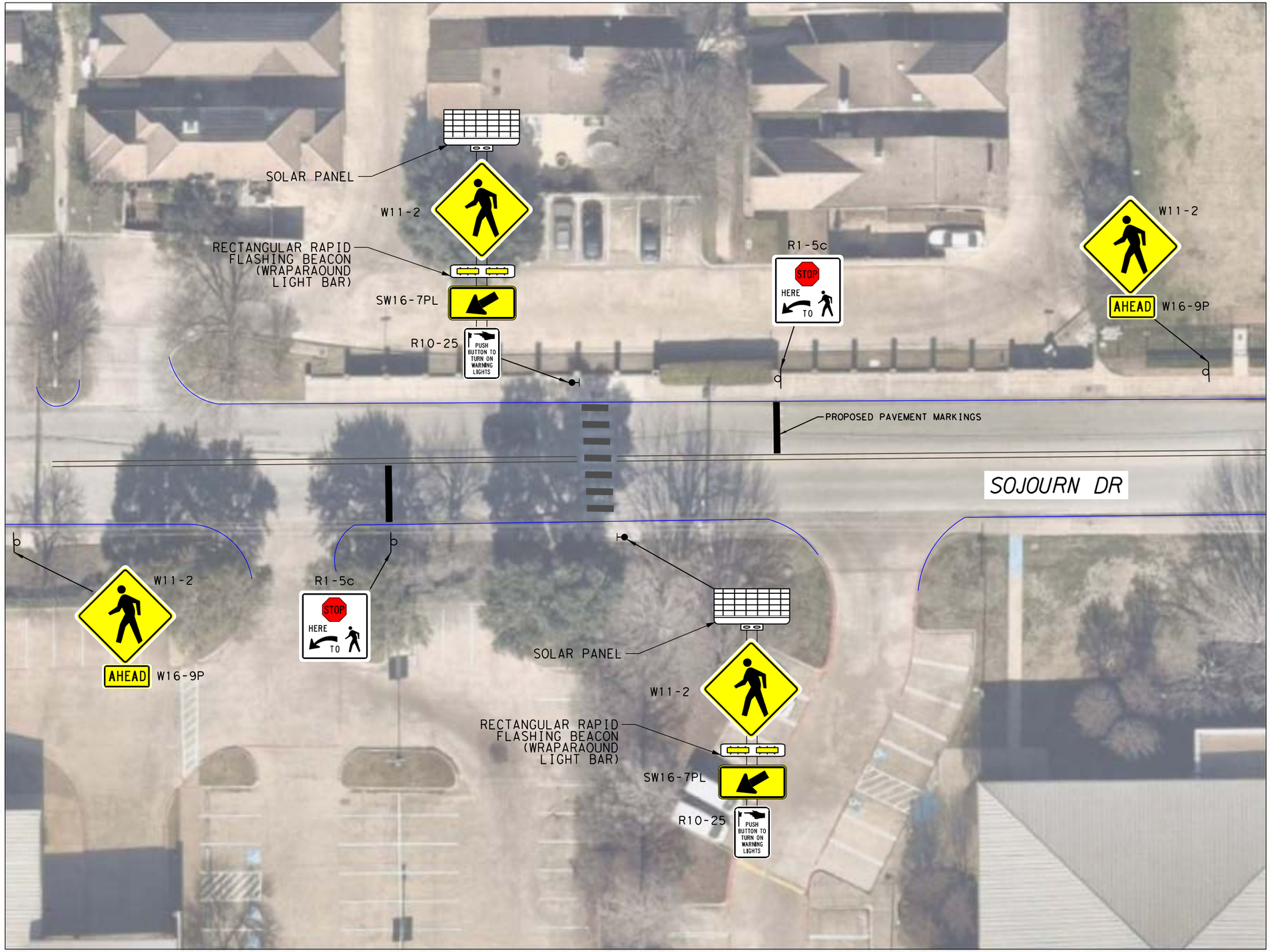
# TRAFFIC SAFETY IMPROVEMENTS

EXHIBIT 1

PROPOSED RRFB AND PHB CROSSING LOCATIONS LOCATION MAP

| DESIGN | FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
|---|---|---|---|---|
| GRAPHICS | 6 | | | VA |
| | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DAL | | 1 |
| | CONTROL | SECTION | JOB | |
| CHECK | | | | |

PLOTTED: 4/11/2024
FILENAME: K:\RCH*TPTO\project\063543047 - Addison 2023 HSIP Applications\CADD\ADD-HSIP*30 SHEET.dgn
7290.0030 ft / in.
BY: Rachel.Moffett




0 7.5 15 30

ORIGINAL PLOTTED SCALE
SCALE: 1" = 30'

CONCEPTUAL TYPICAL APPLICATION
ABIGAIL AXELSON, P.E. 146056
KIMLEY-HORN, FIRM F-928 04/12/24
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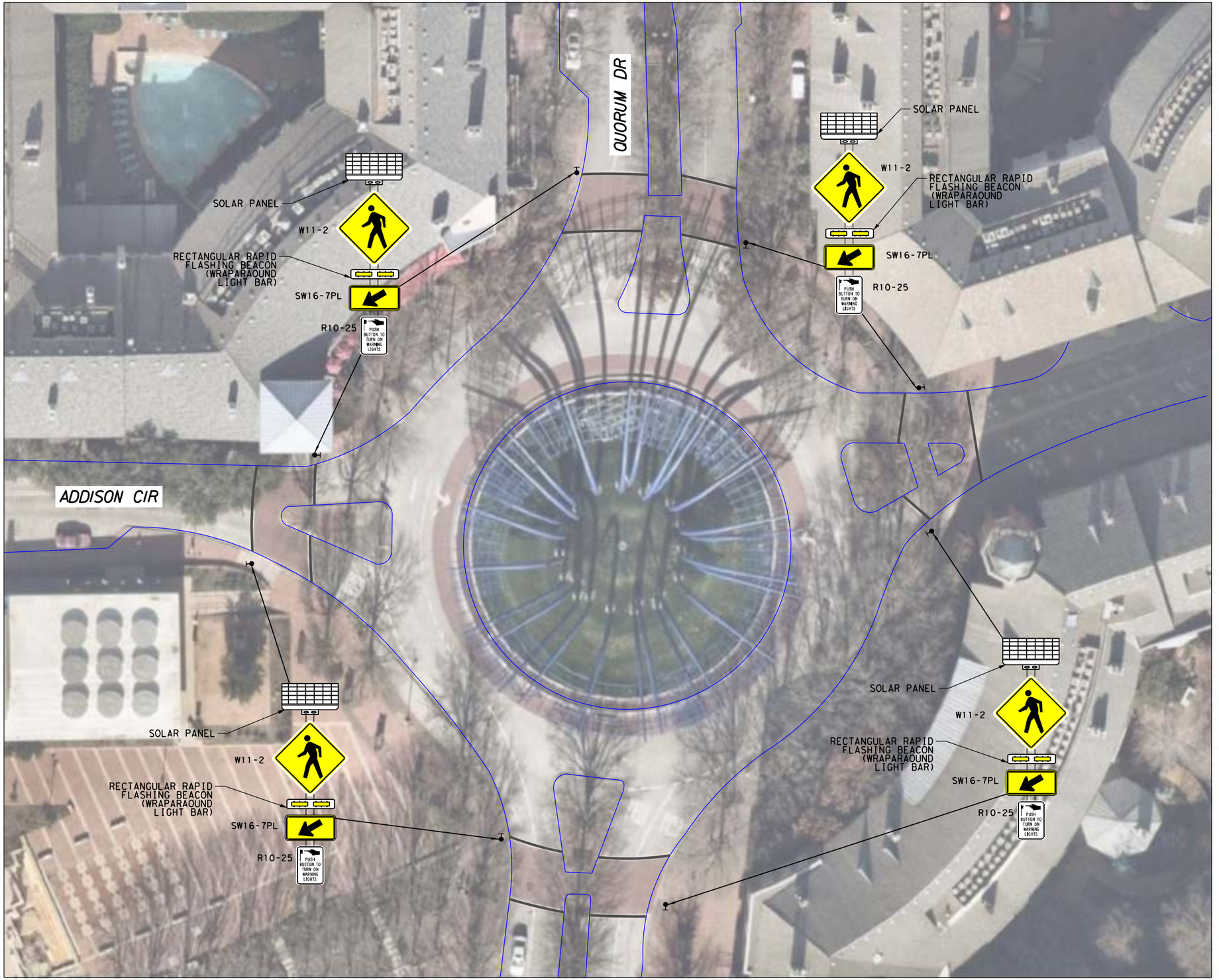
# TRAFFIC SAFETY IMPROVEMENTS

EXHIBIT 2

ALONG SOJOURN DR.
~ 875' E OF WESTGROVE DR.
RRFB LAYOUT

| DESIGN | FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
|---|---|---|---|---|
| GRAPHICS | 6 | | | VA |
| | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DAL | | |
| | CONTROL | SECTION | JOB | 2 |
| CHECK | | | | |

PLOTTED: 4/11/2024
FILENAME: K:\RCH*TPTO\project\063543047 - Addison 2023 HSIP Applications\CADD\ADD-HSIP-RFB Location 1.dgn
30.0000 ft / in.
BY: Rachel.Moffett




0 10 20 40
ORIGINAL PLOTTED SCALE
SCALE: 1" = 40'

CONCEPTUAL TYPICAL APPLICATION
ABIGAIL AXELSON, P.E. 146056
KIMLEY-HORN, FIRM F-928 04/12/24
FOR HSIP APPLICATION ONLY
NOT TO BE USED FOR ANY OTHER PURPOSE

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# TRAFFIC SAFETY IMPROVEMENTS

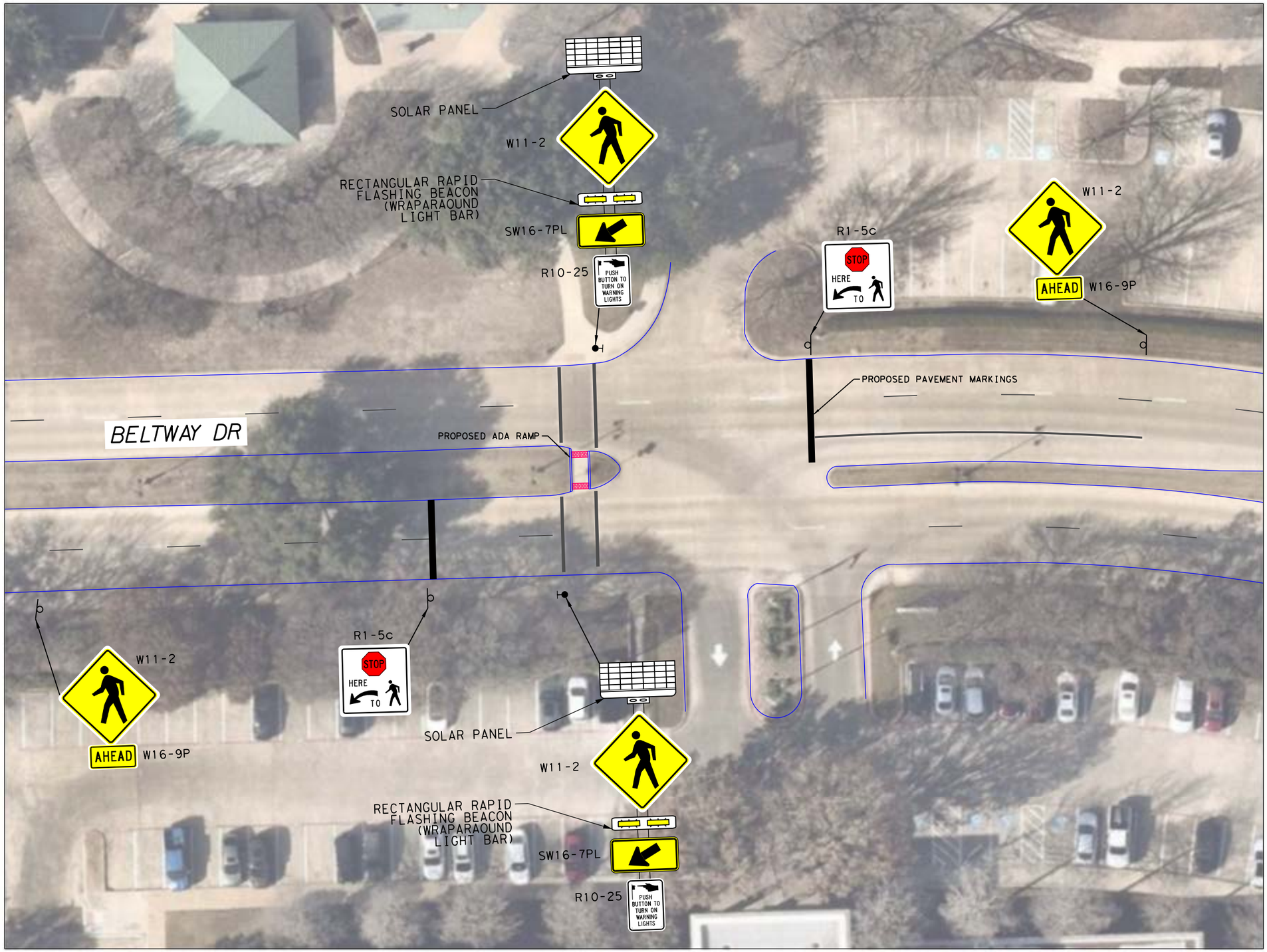
EXHIBIT 3

ADDISON CIRCLE

RRFB LAYOUT

| DESIGN | FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
|---|---|---|---|---|
| GRAPHICS | 6 | | | VA |
| | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DAL | | |
| | CONTROL | SECTION | JOB | 3 |
| CHECK | | | | |


PLOTTED: 4/12/2024
FILENAME: K:\RCH*TPTO\ipro_ject\063543047 - Addison 2023 HSIP Applications\CADD\ADD-HSIP-RFB Location 2.dgn
40.0000 ft / in.
BY: Abby.Axelson




0 7.5 15 30

ORIGINAL PLOTTED SCALE
SCALE: 1" = 30'

CONCEPTUAL TYPICAL APPLICATION
ABIGAIL AXELSON, P.E. 146056
KIMLEY-HORN, FIRM F-928 04/12/24
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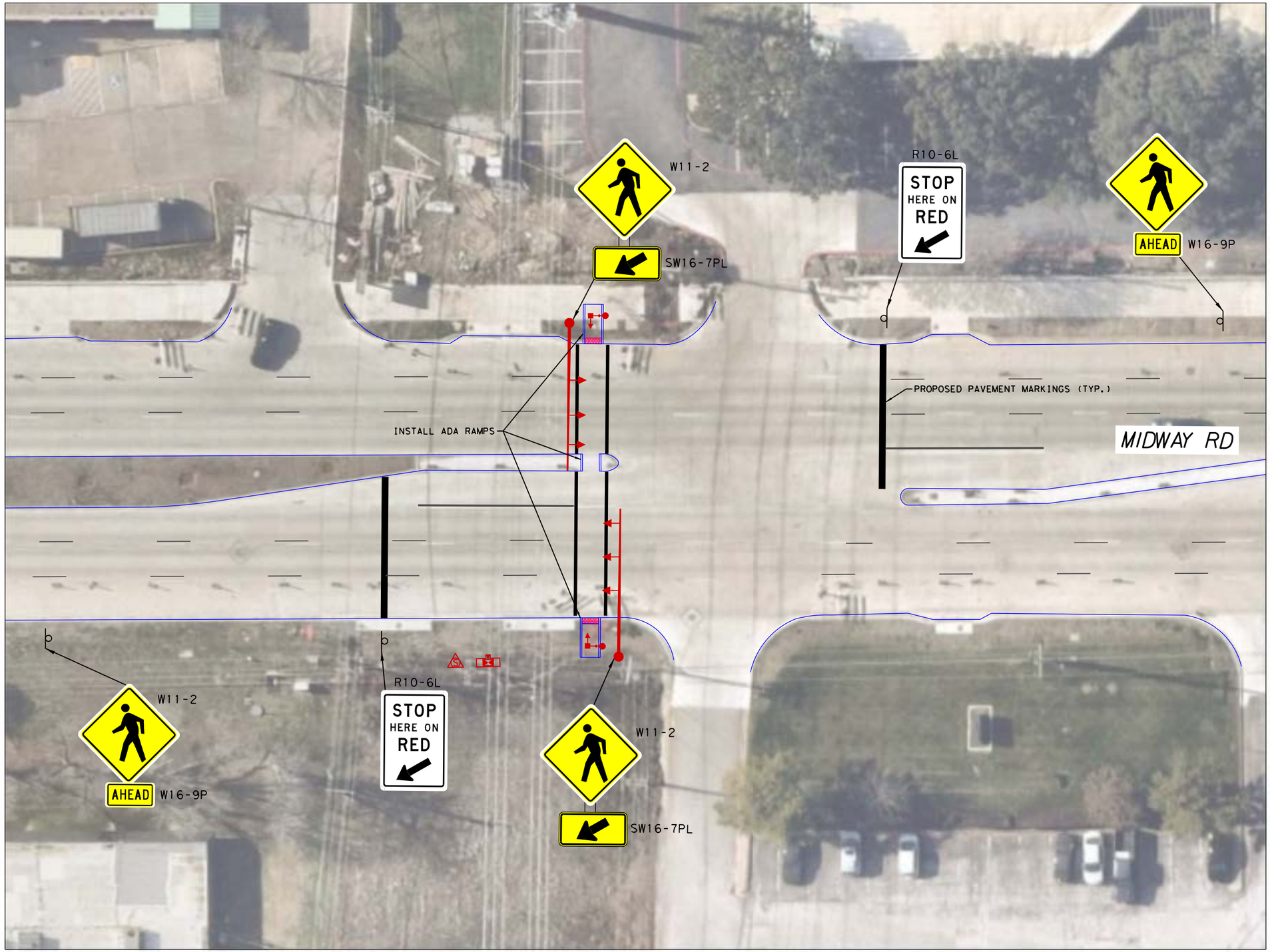

# TRAFFIC SAFETY IMPROVEMENTS

EXHIBIT 4

ALONG BELTWAY DR.
~ 600' W OF TRAIL
RRFB LAYOUT

| DESIGN | FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
|---|---|---|---|---|
| GRAPHICS | 6 | | | VA |
| | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DAL | | |
| | CONTROL | SECTION | JOB | 4 |
| CHECK | | | | |


PLOTTED: 4/11/2024
FILENAME: K:\RCH*TPTO\project\063543047 - Addison 2023 HSIP Applications\CADD\ADD-HSIP-RFB Location 3.dgn
30.0000 ft / in.
BY: Rachel.Moffett




0 7.5 15 30
ORIGINAL PLOTTED SCALE
SCALE: 1" = 30'

CONCEPTUAL TYPICAL APPLICATION
ABIGAIL AXELSON, P.E. 146056
KIMLEY-HORN, FIRM F-928 04/12/24
FOR HSIP APPLICATION ONLY
NOT TO BE USED FOR ANY OTHER PURPOSE

NOTE:
EXISTING AND PROPOSED LOCATIONS SHOWN ON THIS PLAN ARE DIAGRAMATIC ONLY. THIS EXHIBIT IS PRELIMINARY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

Kimley»Horn
F-928
2600 N Central Expressway
Suite 400
Richardson, Texas 75080
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

ADDISON

®Texas Department of Transportation
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# TRAFFIC SAFETY IMPROVEMENTS

EXHIBIT 5

ALONG MIDWAY RD.
~ 400' N OF PROTON RD.
PHB LAYOUT

| DESIGN | FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
|---|---|---|---|---|
| GRAPHICS | 6 | | | VA |
| | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | TEXAS | DAL | | |
| CHECK | CONTROL | SECTION | JOB | 5 |
| | | | | |

PLOTTED: 4/11/2024
FILENAME: K:\RCH*TPTO\projects\063543047 - Addison 2023 HSIP Applications\CADD\ADD-HSIP-RFB Location 4.dgn
30.0000 ft / in.
BY: Rachel.Moffett

**City Council (FY24)** **4. d.**

**Meeting Date:** 10/22/2024

**Department:** Public Works

**Key Focus Areas:** Infrastructure Development and Maintenance

## AGENDA CAPTION:

Consider action on a Resolution to approve a Professional Services Agreement for professional engineering services with Cobb, Fendley, and Associates, Inc. related to the civil engineering review of private development plans for public infrastructure and authorize the City Manager to execute the agreement in an amount not to exceed $100,000.

## BACKGROUND:

The purpose of this item is to approve a Professional Services Agreement with Cobb Fendley and Associates for the civil engineering review of private development plans for public infrastructure in an amount not to exceed $100,000 per year. This agreement is set up for an initial one-year term with four optional one-year terms.

Cobb Fendley has provided these services to the Town since 2012 and has developed a thorough understanding of the Town design standards and practices. The services provided consist of professional engineering review of private development plans as they interface with or connect to the public infrastructure. Their review considers the development's compliance with the Town's design standards and ordinances, as well as industry best management practices. This helps ensure that the private infrastructure that is connected to the public infrastructure is designed and installed in a safe manner and in accordance with Town standards.

The funds for this contract are budgeted in the Public Works and Engineering Services Department's Fiscal Year 2025 budget. Because the plan review covers projects in utility, streets, and stormwater, the allocation of funds for this contract is split between those budgets.

## RECOMMENDATION:

Administration recommends approval.

## Attachments

Resolution - Cobb Fendley & Associates PSA

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH COBB, FENDLEY & ASSOCIATES, INC. FOR CIVIL ENGINEERING REVIEW IN AN AMOUNT NOT TO EXCEED $100,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize an agreement with Cobb, Fendley & Associates, Inc. for Civil Engineering Review in conformance with the City's requirements.

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

**SECTION 1**. The City Council hereby approves the agreement between the Town of Addison and Cobb, Fendley & Associates, Inc. in an amount not-to-exceed of $100,000.00, 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 ***22nd*** day of ***OCTOBER***, 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT**
Consulting Professional Engineering Services

This Professional Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), and **Cobb, Fendley & Associates, Inc.** (**"**Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

**RECITALS**

**WHEREAS**, City desires to engage Professional 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**, 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**

Professional agrees to provide to City Consulting Professional Engineering Services, 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 City prior to the performance of such services.

**Section 2. Term of Agreement**

The agreement shall commence on the Effective Date and continue for one (1) year ("Initial Term"). Upon completion of the Initial Term, the City may, at its sole discretion, elect to renew this Agreement for four (4) additional one (1) year terms (each, individually, the "Renewal Term"). The City shall provide the Consultant thirty (30) days advance written notice of its intent to renew the agreement prior to the end of the Initial Term or Renewal Term, as applicable.

**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 City.

(b) Site Access. City 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 City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City 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 City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City 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 C**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) 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 Professional shall be and remain liable to City in accordance with applicable law for all damages to City 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 City 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 City. 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 City and its designees the right to audit, examine or inspect, at City'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. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. 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 generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City 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 City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City 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 City 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 City.

**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 City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City 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 City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City 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 City 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 City as required by this Agreement, City 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 City's request and in furtherance of this Agreement. City 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 City 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 City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional. Use of modified or incomplete documents under this paragraph shall be at City's risk with no liability to the 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 City, 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 City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional 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 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 City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional 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 if instructed to do so by City. In the event City 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 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. 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 C**; provided, that the total compensation under this Agreement shall not exceed One Hundred Thousand Dollars ($100,00.00) per Task Order (as defined by Exhibit A), or an amount further defined by an individual Task order. The Compensation Schedule shall be updated annually with each Renewal Term to match the Professional's Standard Rate Table at the time of the effective date of the Renewal Term's Task Order.

(b) Payment Terms. City 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 C**, 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 City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (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 Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any material 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 Professional's performance of this Agreement, City shall

have the right to retain out of any payments due or to become due to Professional 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 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 ($30^{th}$) 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 City's written notice to Professional 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 Professional except for all services determined by City 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 City at which Professional is required to attend, but shall not include any loss of profit of Professional. 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, provided such work is carved out of Professional's scope accordingly, at the expense of Professional if Professional has failed to meet the standard of care.

(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 City. City 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 City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City 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 City to be properly performed by Professional 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 Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if (i) Professional 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 9. Insurance**

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. 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 City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

**Section 10. 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 PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL 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. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS 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 NEGLIGENCE OR WILLFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY 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 City in writing of any claim or demand against the City, caused by Professional's acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation 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 City. (b) Professional shall exercise usual and customary professional care in its efforts to comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement, in effect during the performance of Professional's services. (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]

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

For City:

TOWN OF ADDISON, TEXAS

By:_____
David Gaines
City Manager

Date: _____

Notice Address:

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

Addison Contract ID:
PSA_STW_June 3, 2024_v1.20220427

For Professional:

Cobb, Fendley & Associates, Inc.

By: Mark C. Lorance, P.E.
Mark Lorance
Senior Vice President

Date: 9/23/2024

Notice Address:

Cobb, Fendley & Associates, Inc
Attn: Jenny Prazak, P.E.
4424 West Sam Houston Pkwy N, Suite 600
Houston, Texas 77041
jprazak@cobbfendley.com

## EXHIBIT "A"
## SCOPE OF SERVICES

At the City's request and in the City's sole discretion, the City may engage from time to time the Professional to perform professional engineering Services (as defined in this Exhibit) in connection with a Project. Professional agrees to perform such Services in accordance with the terms and conditions of this Agreement and with any individual Task Order (as defined in this Exhibit and in Section 1). The City reserves the right, in its sole discretion, to hire other Professionals for any reason and for any purpose. In performing its professional engineering Services hereunder and in connection with each Project and Task Order, the Professional shall follow the degree of professional engineering standard of care and skill set forth in this Agreement.

The Services to be provided by the Professional shall be as mutually agreed to in separate written Task Orders executed by City and Professional (Task Order) in substantially the form attached as Exhibit G. Accordingly, whenever used in this Agreement, the term Services shall mean those services specified in a Task Order and all related work (and including any Subcontracted Services). Each Task Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the City. Each Task Order shall be subject to and integrated into this Agreement, and the terms of this Agreement shall be incorporated into and made a part of each Task Order. All Services shall be performed by the employees of Professional unless otherwise provided in a Task Order. Professional shall be wholly and solely responsible for any Services or Subcontracted Services provided by any officer, owner, employee, agent, representative, contractor or subcontractor of Professional (collectively, Professional's Personnel).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT "B"**
**COBBFENDLEY STANDARD TASK ORDER FORM**

**PROFESSIONAL SERVICE AGREEMENT (PSA), Task Order No. _____**

Pursuant and subject to the above captioned PSA dated _____ between _____ _____ and _____. CITY hereby requests that PROFESSIONAL performs the work described below upon the terms set forth:

**CITY PROVIDED INFORMATION:**

Work Site: _____

Work to Be Performed: _____

_____

Drawings, plans, specifications (are) (are not) attached: _____

Date and Time to Commence: _____

Date and Time to Complete: _____

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by CITY (if any): _____

_____

Invoice Mailing Instructions: _____

Other Requirements or Variance from MSA (if any): _____

_____

**PROFESSIONAL PROVIDED INFORMATION:**

Compensation: _____

Scope of Work: _____

_____

**ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

| **PROFESSIONAL** | **CITY** |
|---|---|
| **COBB, FENDLEY & ASSOCIATES, INC.** | |
| By: _____ | By: _____ |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

EXAMPLE

**EXHIBIT "C"**
**COBBFENDLEY COMPENSATION SCHEDULE/FEE TABLE/RATE SCHEDULE**

(SEE ATTACHED)

CobbFendley

**2024 Standard Rate Schedule**

Senior Engineer V or Principal ..... $340.00/HR

Senior Engineer IV or Project Manager V ..... $324.00/HR

Senior Engineer III or Project Manager IV ..... $317.00/HR

Senior Engineer II or Project Manager III ..... $284.00/HR

Senior Engineer I or Project Manager II ..... $258.00/HR

Engineer III or Project Manager I ..... $205.00/HR

Engineer II ..... $185.00/HR

Engineer I ..... $152.00/HR

Graduate Engineer II. ..... $141.00/HR

Graduate Engineer..... $130.00/HR

Sr. Project Coordinator…. ..... $170.00/HR

Project Coordinator. ..... $117.00/HR

Senior Technician III (GIS, Telecom, Utility, CAD, Field) ..... $202.00/HR

Senior Technician II (GIS, Telecom, Utility, CAD, Field) ..... $176.00/HR

Senior Technician I (GIS, Telecom, Utility, CAD, Field) ..... $152.00/HR

Technician III (GIS, Telecom, Utility, CAD, Field) ..... $134.00/HR

Technician II (GIS, Telecom, Utility, CAD, Field) ..... $115.00/HR

Technician I (GIS, Telecom, Utility, CAD, Field) ..... $89.00/HR

Licensed State Land Surveyor ..... $281.00/HR

Senior Registered Professional Land Surveyor II. ..... $300.00/HR

Senior Registered Professional Land Surveyor. ..... $263.00/HR

Registered Professional Land Surveyor II ..... $240.00/HR

Registered Professional Land Surveyor ..... $209.00/HR

Project Surveyor. ..... $185.00/HR

Certified Photogrammetrist. ..... $242.00/HR

4 Person Survey Crew ..... $233.00/HR

3 Person Survey Crew ..... $208.00/HR

2 Person Survey Crew ..... $176.00/HR

1 Person Survey Crew ..... $128.00/HR

2 Person Hy-Drone Crew ..... $415.00/HR

2 Person UAV Drone Crew ..... $286.00/HR

Construction Manager III ..... $340.00/HR

Construction Manager II ..... $281.00/HR

Construction Manager I ..... $219.00/HR

Construction Observer III ..... $190.00/HR

Construction Observer II ..... $160.00/HR

Construction Observer I ..... $134.00/HR

Sr. Right-of-Way Agent III or ROW Project Manager III ..... $284.00/HR

Sr. Right-of-Way Agent II or ROW Project Manager II ..... $228.00/HR

Sr. Right-of-Way Agent I or ROW Project Manager I ..... $205.00/HR

Right-of-Way Agent III or ROW Attorney ..... $195.00/HR

Right-of-Way Agent II ..... $166.00/HR

Right-of-Way Agent I ..... $131.00/HR

Right-of-Way Technician. ..... $119.00/HR

Administrative ..... $128.00/HR

Clerical..... $98.00/HR

Field Data Device ..... $40.00/HR/unit

**SUBSURFACE UTILITY ENGINEERING**

Two-Man Designating Crew (4-Hour Minimum) ..... $208/HR

One-Man Designating Crew (4-Hour Minimum) ..... $134/HR

Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) ..... $385/HR

Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum) ..... $359/HR

Ground Penetrating Radar with 1 Technician (4-Hour Minimum) ..... $317/HR

Traffic Control Officer ..... @ Cost + 10%

Traffic Control (Lane Closures, etc.) ..... To Be Negotiated

Permits (Local, State, etc.) ..... @ Cost + 10%

Designation, Location & Traffic Control Vehicles ..... $6.50/Mile

**REIMBURSABLE EXPENSES**

Consultant or Specialty Contractor (Outside Firm) ..... @ Cost + 10%

Courier, Special Equipment Rental ..... @ Cost + 10%

Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) ..... @ Cost

Mileage (Standard Car or Truck) ..... IRS Approved Rate

Per Diem for Out of Town Travel (Per Day/Person) ..... GSA Standard Rate/Day

Title Plant Charges ..... @ Cost + 10%

Other Misc. Expenses Related to the Project ..... @ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17") ..... $0.15/Each
- Color Prints (Up to 11" x 17") ..... $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) ..... $1.00/Each
- Bond Prints (All Sizes) ..... $2.00/Each
- Mylar Prints ..... $12.00/Each
- Vellum Prints ..... $9.00/Each

(*) Technology charges added to each billable man-hour.

**EXHIBIT "D"**
**TOWN OF ADDISON, TEXAS**
**CONTRACTOR INSURANCE REQUIREMENTS**

(SEE ATTACHED)

**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, provided such coverage is commercially available and of minimal additional cost.

| TYPE OF INSURANCE | AMOUNT OF INSURANCE | PROVISIONS |
|---|---|---|
| 1. **Workers' Compensation Employers' Liability** to include:<br>(a) each accident<br>(b) Disease Policy Limits<br>(c) Disease each employee | Statutory Limits per occurrence<br><br>Each accident $1,000,000<br>Disease Policy Limits $1,000,000<br>Disease each employee$1,000,000 | **TOWN OF ADDISON to be provided a *WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION (10 days' notice for cancellation due to non-payment of premium)*.**<br>**Insurance company must be A-:VII rated or above.** |
| 2. **Commercial General (Public) Liability** to include coverage for:<br>a) Bodily Injury<br>b) Property damage<br>c) Independent Contractors<br>d) Personal Injury<br>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 (10 days' notice for cancellation due to non-payment of premium)*.**<br>**Insurance company must be A-:VII rated or above.** |
| 3. **Business Auto Liability** to include coverage for:<br>a) Owned/Leased vehicles<br>b) Non-owned vehicles<br>c) Hired vehicles | Combined Single Limit $1,000,000 | ***TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION (10 days' notice for cancellation due to non-payment of premium)*.**<br>**Insurance company must be A:VII-rated or above.** |
| 4. **Professional Liability** Aggregate $1,000,000.00 per year | $1,000,000.00 per claim | ***TOWN OF ADDISON to be provided 30 DAY NOTICE OF CANCELLATION (10 days' notice for cancellation due to non-payment of premium)*.**<br>**Insurance company must be A:VII-rated or above.** |

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

With respect to the foregoing insurance,

1. All liability policies, except for Workers' Compensation/Employer's Liability and Professional Liability, shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

2. Contractor shall immediately notify the Town of Addison, Texas of any material change in the insurance coverage.

3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance (10 days' notice for cancellation due to non-payment of premium).

4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

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

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

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

**AGREEMENT**

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

**City Council (FY24)** **4. e.**

**Meeting Date:** 10/22/2024

**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 Stripe-A-Zone for the Fiscal Year 2025 Annual Pavement Markings Project in an amount not to exceed $80,000.

## BACKGROUND:

The purpose of this item is to approve a Construction Services Agreement with Stripe-A-Zone for the Fiscal Year 2025 Annual Pavement Markings Project in an amount not to exceed $80,000.

The Streets Division of the Public Works and Engineering Services Department develops a pavement markings program each year. These areas are identified by visual inspection and utilizing the average life cycle of thermoplastic pavement markings.

The Town has an Interlocal Agreement with the City of Grand Prairie that the Council approved in 2014. Staff proposes using Stripe-A-Zone's contract with Grand Prairie to provide this service. Stripe-A-Zone has completed pavement marking projects all over the Metroplex, and they come highly recommended. The Town has also used them repeatedly and has been pleased with the quality of their work.

The amount of the Fiscal Year 2025 pavement markings program is $80,000. Funds for this project are available in the Fiscal Year 2025 Street Maintenance budget.

## RECOMMENDATION:

Administration recommends approval.

## Attachments

Resolution - Stripe-A-Zone

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH STRIPE-A-ZONE FOR THE FY25 ANNUAL PAVEMENT MARKINGS PROJECT IN AN AMOUNT NOT TO EXCEED $80,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize an agreement with Stripe-A-Zone for the FY25 Annual Pavement Markings Project in conformance with the project documents for City Bid No. 25-08.

**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 Stripe-A-Zone for the FY25 Annual Pavement Markings Project in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of $80,000.00, 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 ***22nd*** day of ***October*** 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

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**CONSTRUCTION SERVICES AGREEMENT**
FY25 ANNUAL PAVEMENT MARKINGS PROJECT
(Bid #25-08)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Stripe-A-Zone**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

**RECITALS**

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

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

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

**Section 1. Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the FY25 Annual Pavement Markings Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2. Term of Agreement**

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

**Section 3. Contract Documents**

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

(1) This Agreement, including all exhibits and addenda hereto;
(2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #25-08;
(3) City's written notice(s) to proceed to the Contractor;
(4) Properly authorized change orders;
(5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
(6) Any other materials distributed by the City that relate to the Project.

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

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**Section 4. Contractor Obligations**

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

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

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

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

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

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

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

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

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

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

**Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed EIGHTY THOUSAND DOLLARS ($80,000.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

**Section 6. Performance Schedule**

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

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

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

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

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

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

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

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

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

(1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

(2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

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

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

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

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

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

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

**Section 9. Insurance**

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

**Section 10. Indemnification**

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

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

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

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

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

**Section 11. Notice**

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

**Section 12. Sales and Use Taxes**

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

**Section 13. Texas Government Code Verifications**

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

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

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

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

**Section 14**. **Miscellaneous**

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

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

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

For City:

TOWN OF ADDISION, TEXAS

By:_____
David Gaines
City Manager

Date:_____

Notice Address:

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

For Contractor:

STRIPE-A-ZONE, LLC.

DocuSigned by:
John Johnson
By:_____
B632C1E3E458484...
John Johnson
Vice President of Finance

Date: 10/08/2024

Notice Address:

Stripe-A-Zone, LLC.
Attn: John Johnson, Vice President of Finance
2714 Sherman St
Grand Prairie, Texas 75051
E: jjohnson@stripe-a-zone.com

**City Council (FY24)** **4. f.**

**Meeting Date:** 10/22/2024

**Department:** Public Works

**Key Focus Areas:** Infrastructure Development and Maintenance

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## AGENDA CAPTION:

Consider action on a Resolution approving an agreement between the Town of Addison and Fuquay Inc. for Manhole Rehabilitation Services and authorizing the City Manager to execute the agreement in an amount not to exceed $60,000.

## BACKGROUND:

As part of the wastewater system maintenance program, the Utilities Division of the Public Works and Engineering Services Department annually contracts for manhole rehabilitation services.

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.

This Resolution includes the unit price proposal, which reflects the cost of the planned purchase items. This purchase is within the amount approved in the Fiscal Year 2025 Utility Operations and Maintenance Budget.

## RECOMMENDATION:

Administration recommends approval.

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**Attachments**

Resolution - Fuquay PSA

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**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH FUQUAY, INC. FOR THE MANHOLE REHABILITATION SERVICES IN CONFORMANCE WITH PROPOSAL NO. 731-24 IN AN AMOUNT NOT TO EXCEED $60,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize an agreement with Fuquay, Inc. for annual manhole rehabilitation services in conformance with Proposal No. 731-24. submitted by Fuquay, Inc.

**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 Fuquay, Inc. for the annual manhole rehabilitation services in conformance with Proposal No. 731-24 in an amount not-to-exceed of $60,000.00, 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 ***22nd*** day of ***OCTOBER***, 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

**CONSTRUCTION SERVICES AGREEMENT**
MANHOLE REHABILITATION SERVICES PROPOSAL NO. 731-24
(Proposal No. 731-24)

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

**RECITALS**

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

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

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

**Section 1. Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Manhole Rehabilitation Services Proposal No. 731-24 (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2. Term of Agreement**

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

**Section 3. Contract Documents**

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

(1) This Agreement, including all exhibits and addenda hereto;
(2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #Proposal No. 731-24;
(3) City's written notice(s) to proceed to the Contractor;
(4) Properly authorized change orders;
(5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
(6) Any other materials distributed by the City that relate to the Project.

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

**Section 4. Contractor Obligations**

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

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

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

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

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

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

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

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

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

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

**Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed SIXTY THOUSAND DOLLARS ($60,000.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

**Section 6. Performance Schedule**

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

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to $250.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

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

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following

the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

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

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

(1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

(2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

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

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

therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

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

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

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

**Section 9. Insurance**

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

**Section 10. Indemnification**

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

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR

DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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

**Section 11. Notice**

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

**Section 12. Sales and Use Taxes**

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

**Section 13. Texas Government Code Verifications**

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

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

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

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

**Section 14**. **Miscellaneous**

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

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

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

For City:

TOWN OF ADDISION, TEXAS

By:_____
David Gaines
City Manager

Date:_____

Notice Address:

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

For Contractor:

FUQUAY, INC.

By: Dauphen Jackson
Dauphen Jackson
CFO

Date: 10/08/2024

Notice Address:

Fuquay, Inc.
Attn: Dauphen Jackson, CFO
4861 Old Hwy 81
New Braunfels, Texas 78132
E: {notice.email}

**EXHIBIT A**

**Scope of Services**
Proposal #731-24

(attached)

FUQUAY, INC.

4861 Old Hwy 81, New Braunfels, TX 78132

Phone (830) 606-1882 Fax (830) 606-1885

# PROPOSAL

**DATE: October 2, 2024**
**PROJECT: ADDISON 2024 MANHOLE REHABILITATION**

## Cured In Place Pipe CIPP for Pipeline Rehabilitation #731-24

**SECTION II: UV CURED PRODUCT**

| | | | | | | LIST PRICING | | MEMBER PRICING | | | PROJECT SPECIFIC DISCOUNTED PRICING | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ITEM 3** | | **Structure (Manhole) Rehabilitation and Corrosion Protection and Related Items** | | | | | | | | | | |
| Section I Item 3 | 22100 | Condition Standards and Repair Methods -- New Construction | SQFT | 1 | | $19.50 | $19.50 | -$1.37 | $18.14 | $18.14 | $15.00 | |
| Section I Item 3 | 22101 | Condition Standards and Repair Methods -- Condition 1 | SQFT | 1 | | $23.00 | $23.00 | -$1.61 | $21.39 | $21.39 | $18.00 | |
| Section I Item 3 | 22102 | Condition Standards and Repair Methods -- Condition 2 | SQFT | 1 | | $37.00 | $37.00 | -$2.59 | $34.41 | $34.41 | $32.00 | |
| Section I Item 3 | 22103 | Condition Standards and Repair Methods -- Condition 3 | SQFT | 1 | | $54.00 | $54.00 | -$3.78 | $50.22 | $50.22 | $43.00 | |
| Section I Item 3 | 22104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material | GAL | 1 | | $321.00 | $321.00 | -$22.47 | $298.53 | $298.53 | $250.00 | |
| Section I Item 3 | 22105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR | 1 | | $244.00 | $244.00 | -$17.08 | $226.92 | $226.92 | $185.00 | |
| Section I Item 3 | 22106 | Manhole Bench and Invert Repair 4' Diameter Base | EA | 1 | | $802.50 | $802.50 | -$56.18 | $746.33 | $746.33 | $650.00 | |
| Section I Item 3 | 22107 | Manhole Bench and Invert Repair 5' Diameter Base | EA | 1 | | $931.00 | $931.00 | -$65.17 | $865.83 | $865.83 | $700.00 | |
| Section I Item 3 | 22108 | Manhole Bench and Invert Repair 6' Diameter Base | EA | 1 | | $1,091.50 | $1,091.50 | -$76.41 | $1,015.10 | $1,015.10 | $800.00 | |
| Section I Item 3 | 22109 | Manhole Bench and Invert Repair 8' Diameter Base | EA | 1 | | $1,431.50 | $1,431.50 | -$100.21 | $1,331.30 | $1,331.30 | $1,150.00 | |
| Section I Item 3 | 22110 | Structure Repair (any size) | SQFT | 1 | | $58.00 | $58.00 | -$4.06 | $53.94 | $53.94 | $44.00 | |
| Section I Item 3 | 22111 | Sand Blasting | SQFT | 1 | | $15.50 | $15.50 | -$1.09 | $14.42 | $14.42 | $13.00 | |
| Section I Item 3 | 22112 | All Sizes Installation of Manhole Chimney Seal | EA | 1 | | $963.00 | $963.00 | -$67.41 | $895.59 | $895.59 | $750.00 | |
| Section I Item 3 | 22113 | New manhole frame and cover | EA | 1 | | $2,247.00 | $2,247.00 | -$157.29 | $2,089.71 | $2,089.71 | $1,875.00 | |
| Section I Item 3 | 22114 | Premium Manhole frame and cover | EA | 1 | | $3,210.00 | $3,210.00 | -$224.70 | $2,985.30 | $2,985.30 | $2,600.00 | |
| Section I Item 3 | 22115 | Adjust manhole frame and cover | EA | 1 | | $1,027.00 | $1,027.00 | -$71.89 | $955.11 | $955.11 | $875.00 | |
| Section I Item 3 | 22116 | Manhole Rehabilitation - Cementitious (CRM) only -- 1/2 inch thickness | SQFT | 1 | | $22.00 | $22.00 | -$1.54 | $20.46 | $20.46 | $16.00 | |
| Section I Item 3 | 22117 | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness | SQFT | 1 | | $29.50 | $29.50 | -$2.07 | $27.44 | $27.44 | $20.00 | |
| Section I Item 3 | 22118 | Manhole Rehabilitation - Cementitious (CRM) only -- 2 inch thickness | SQFT | 1 | | $45.00 | $45.00 | -$3.15 | $41.85 | $41.85 | $37.00 | |
| Section I Item 3 | 22119 | Manhole Rehabilitation - Polyurethane (PCM) only -- 250 mils thickness | SQFT | 1 | | $32.00 | $32.00 | -$2.24 | $29.76 | $29.76 | $27.00 | |
| Section I Item 3 | 22120 | Manhole Rehabilitation - Polyurethane (PCM) - Additional 1 mil thickness | SQFT | 1 | | $0.30 | $0.30 | -$0.02 | $0.28 | $0.28 | $0.23 | |
| Section I Item 3 | 22121 | Remove and/or Abrade Existing Coatings within Manhole or Structure | SQFT | 1 | | $15.50 | $15.50 | -$1.09 | $14.42 | $14.42 | $12.00 | |
| Section I Item 3 | 22122 | Remove existing steps within manhole (per manhole) | EA | 1 | | $1,284.00 | $1,284.00 | -$89.88 | $1,194.12 | $1,194.12 | $950.00 | |
| Section I Item 3 | 22123 | Provide and Install Internal Drop Assembly, up to 12" | EA | 1 | | $2,247.00 | $2,247.00 | -$157.29 | $2,089.71 | $2,089.71 | $1,850.00 | |
| Section I Item 3 | 22124 | Provide and Install Internal Slide | EA | 1 | | $1,541.00 | $1,541.00 | -$107.87 | $1,433.13 | $1,433.13 | $1,200.00 | |
| Section I Item 3 | 22125 | Provide and Install Stainless Steel Insert Dish-24" | EA | 1 | | $289.00 | $289.00 | -$20.23 | $268.77 | $268.77 | $235.00 | |
| Section I Item 3 | 22126 | Provide and Install HDPE Insert Dish-24" | EA | 1 | | $96.50 | $96.50 | -$6.76 | $89.75 | $89.75 | $75.00 | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Section I Item 3 | 22127 | Provide and Install Carbon Fiber Insert Dish-24" | EA | 1 | $147.50 | $147.50 | | -$10.33 | $137.18 | $137.18 | | $120.00 | |
| Section I Item 3 | 22128 | Provide and Install Stainless Steel Insert Dish-32" | EA | 1 | $379.00 | $379.00 | | -$26.53 | $352.47 | $352.47 | | $300.00 | |
| Section I Item 3 | 22129 | Provide and Install HDPE Insert Dish-32" | EA | 1 | $128.50 | $128.50 | | -$9.00 | $119.51 | $119.51 | | $105.00 | |
| Section I Item 3 | 22130 | Provide and Install Carbon Fiber Insert Dish-32" | EA | 1 | $276.00 | $276.00 | | -$19.32 | $256.68 | $256.68 | | $225.00 | |
| Section I Item 3 | 22131 | Install Ring Encasement | EA | 1 | $1,027.00 | $1,027.00 | | -$71.89 | $955.11 | $955.11 | | $875.00 | |
| Section I Item 3 | 22132 | Grove cut walls (1/4" deep, 1/4" wide, 45 degree angle) | LF | 1 | $0.60 | $0.60 | | -$0.04 | $0.56 | $0.56 | | $0.40 | |
| Section I Item 3 | 22133 | Install grout at 90 degree corners within structure | LF | 1 | $6.40 | $6.40 | | -$0.45 | $5.95 | $5.95 | | $5.00 | |
| Section I Item 3 | 22134 | Manhole Rehabilitation Crew | DAY | 1 | $12,198.00 | $12,198.00 | | -$853.86 | $11,344.14 | $11,344.14 | | $10,500.00 | |
| Section I Item 3 | 22135 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX | MILE | 1 | $25.50 | $25.50 | | -$1.79 | $23.72 | $23.72 | | $0.50 | |
| | | **Supplemental Items** | | | | | | | | | | | |
| Section I Item 20 | 38297 | Traffic control | DAY | 1 | $3,210.00 | $3,210.00 | | -$224.70 | $2,985.30 | $2,985.30 | | $2,750.00 | |
| Section I Item 20 | 38298 | Flagmen | HR | 1 | $109.00 | $109.00 | | -$7.63 | $101.37 | $101.37 | | $75.00 | |
| Section I Item 20 | 38299 | Lighted Arrow Board (Per Arrow Board) | DAY | 1 | $963.00 | $963.00 | | -$67.41 | $895.59 | $895.59 | | $800.00 | |
| Section I Item 20 | 38300 | Traffic Control Plan (3rd Party Certified) | EA | 1 | $9,630.00 | $9,630.00 | | -$674.10 | $8,955.90 | $8,955.90 | | $8,000.00 | |
| | | | | | | | | | | | ****TOTAL QUANTITIES OF MH REHAB NOT TO EXCEED** | | **$60,000.00** |
| | | | | | | | | | | | ****QUANTITIES AND TYPE OF WORK IS UNKNOWN** | | |
| | | | | | | | | | | | ****QUANTITES AS MEASURED AT INSTALL WILL BE INVOICED AT UNIT PRICES LISTED.** | | |

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC.
**THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.**

**EXCLUSIONS:**

**BOND, SALES TAX, AND OCP**
**PERMITS, BURDENS, FEES**
**WASTE HAUL-OFF**
**SURVEYING**
**SITE CLEARING**

**BARRICADES, SIGNS, TRAFFIC HANDLING**
**INFILTRATION REPAIR**
**DEWATERING**
**ALL BYPASS PUMPING AND PIPE PLUGGING**
**PROVIDING AND/OR PERFORMING ANY TESTING**

**TERMS:**

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

RESPECTFULLY SUBMITTED,

FUQUAY, INC.

ACCEPTED BY: _____

COMPANY: _____

NAME: _____

TITLE: _____

**City Council (FY24)** **4. g.**

**Meeting Date:** 10/22/2024

**Department:** Public Works

**Key Focus Areas:** Infrastructure Development and Maintenance

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## AGENDA CAPTION:

Consider action on the purchase of traffic signal system purchases from Paradigm Traffic Systems, Inc., through BuyBoard and authorize the City Manager to execute the purchase order in an amount not to exceed $161,500.

## BACKGROUND:

The purpose of this item is to approve the purchase of traffic signal system items through BuyBoard in an amount not to exceed $161,500.

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

The Streets Division is replacing five of the traffic system's signal controllers because they have reached the end of their useful life, and replacement parts are unavailable. Each signalized intersection has vehicle detection to assist with the timing of the intersection. At two intersections, the vehicle detection will be upgraded to replace outdated equipment that is no longer supported. The Battery Backup Units at nine intersections will have batteries replaced. Finally, the purchase includes the renewal of the Centracs Traffic Signal Software.

| Item | Quantity | Cost |
|---|---|---|
| Econolite Cobalt Signal Controllers | 5 | $17,750 |
| Annual Centracs Software Maintenance Agreement | 1 | $8,750 |
| Autoscope Video Detection | 2 | $60,000 |
| Centracs Module 2.0 CCTV Annual Maintenance | 1 | $5,000 |
| Video Monitoring System | 1 | $30,000 |
| Battery Backup Replacements | 36 | $10,000 |
| Miscellaneous Item Purchases Due to Unforeseen Issues | | $30,000 |
| **Total for All Purchases** | | **$161,500** |

These items and services will be purchased through BuyBoard. This state-wide collective purchasing agency bids out services and products for its members to provide the leverage needed to achieve better pricing on products, equipment, and services. This purchase is included in the Fiscal Year 2025 budget.

The attached price quote reflects the cost of the planned purchase items. The $30,000 for unforeseen failures is included in this purchase for purchasing efficiency. These purchases are included in the Fiscal Year 2025 budget in the Streets Division of the Public Works and Engineering Department.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Paradigm BuyBoard Pricelist

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| *Part* | *Manufacturer* | *Description* | *QTY* | *Current BuyBoard Price* |
|---|---|---|---|---|
| BBUCABEMPTY | ALPHA TECHNOLOGIES | Empty BBU Cab. for Knock Down repl. | 1 | $3,500.00 |
| BBU Battery Back up Unit | ALPHA TECHNOLOGIES | Battery Back Up | 1 | $6,800.00 |
| BBU-RBMS | ALPHA TECHNOLOGIES | Battery Back Up w/Remote Monitoring | 1 | $7,600.00 |
| Powder Coat Cabinet (?) | ALPHA TECHNOLOGIES | Powder Coat Cabinet | 1 | $900.00 |
| RBMS - 0370260-002 | ALPHA TECHNOLOGIES | Remote Battery monitoring system | 1 | $830.00 |
| 0170023-101 | ALPHA TECHNOLOGIES | HP 650,120Vi/o,48VDC,SNMP | 1 | $1,230.00 |
| 0170024-001 | ALPHA TECHNOLOGIES | HP 1100,120Vi/o w/TB& 5-15R,SNMP | 1 | $1,500.00 |
| 0170022-001 | ALPHA TECHNOLOGIES | HP 2000,120Vi/o,48VDC,SNMP | 1 | $1,960.00 |
| 870-604-21 | ALPHA TECHNOLOGIES | AC Ln Cd,L5-30P,12AWG,5feet | 1 | $70.00 |
| 740-696-27 | ALPHA TECHNOLOGIES | I/P Ln Cd Assy,10ft,L5-30P,FXM Ser | 1 | $85.00 |
| 740-697-21 | ALPHA TECHNOLOGIES | Rack Mnt Kit,3 RU,FXM Series FXM 1100 &FXM2000 Only | 1 | $30.00 |
| 870-599-10 | ALPHA TECHNOLOGIES | Cbl,RS232 DE-9,St,M/F,6ft | 1 | $69.00 |
| 740-698-21 | ALPHA TECHNOLOGIES | Cvr Kit,I/O TB,I/P & O/P cvrs, FXM Ser | 1 | $105.00 |
| 875-127-20 | ALPHA TECHNOLOGIES | Wr Kt,2M,Trffc I/O,DOT,FXM1100/2000 | 1 | $14.00 |
| 870-601-21 | ALPHA TECHNOLOGIES | Batt Cbl Y-Adapter, FXM | 1 | $150.00 |
| W03457 | ALPHA TECHNOLOGIES | WA,Batt Temp Snsr,2M,FXM Ser | 1 | $30.00 |
| W03495 | ALPHA TECHNOLOGIES | Batt Temp Snsr,3M,FXM Ser | 1 | $35.00 |
| 740-730-22 | ALPHA TECHNOLOGIES | Kit,FXM Comm Mod,Field Inst,FXM Ser | 1 | $192.00 |
| 740-742-21 | ALPHA TECHNOLOGIES | Interconn Assy,Novus 1000 to FXM1100 | 1 | $32.00 |
| 020-165-21 | ALPHA TECHNOLOGIES | UATS,120V,30A | 1 | $340.00 |
| 020-165-22 | ALPHA TECHNOLOGIES | UATS,120V,30A,w/Aux Cntcts | 1 | $400.00 |
| 740-756-21 | ALPHA TECHNOLOGIES | Wall Mnt Kit-ATS/GTS MBP | 1 | $50.00 |
| 020-168-23 | ALPHA TECHNOLOGIES | Acsy Shlf w/UATS & UGTS, 120V | 1 | $675.00 |
| 020-168-31 | ALPHA TECHNOLOGIES | Acsy Shlf w/UATS & Filler Pl, 120V | 1 | $445.00 |
| 020-168-35 | ALPHA TECHNOLOGIES | Acsy Shlf w/UGTS & Filler Pl, 120V | 1 | $360.00 |
| 020-168-38 | ALPHA TECHNOLOGIES | Acsy Shlf w/UATS,w/23in Brkts | 1 | $415.00 |
| 020-168-41 | ALPHA TECHNOLOGIES | Acsy Shlf w/UATS w/MTS Conn Pl, RPA 120V | 1 | $700.00 |
| 020-168-50 | ALPHA TECHNOLOGIES | Acsy Shlf w/UATS&GTS w/AuxCntcts,120V | 1 | $870.00 |
| 020-168-29 | ALPHA TECHNOLOGIES | AcsyShlf w/UATS,Surge & Filler Pl,120V | 1 | $876.00 |
| 561-294-10 | ALPHA TECHNOLOGIES | Filter, 9.75" x 8.0 x .88 for BBU Door | 1 | $98.00 |
| 740-628-27 | ALPHA TECHNOLOGIES | BattHrnssKt,48V,8ft,1/4-20,DualShlf,FXM Used with 3rd party enclosures | 1 | $215.00 |
| 740-678-28 | ALPHA TECHNOLOGIES | Batt Hrnss Kt, 48V,5',#10-32Term, FXM Ser Used with 3rd party enclosures | 1 | $310.00 |
| 740-628-29 | ALPHA TECHNOLOGIES | WrHrnssKt,35ft,UPS-Batt, w/GryFD&TempPrb | 1 | $345.00 |
| 740-678-22 | ALPHA TECHNOLOGIES | BattHrnss Kt,48V,5',1/4-20Term, FXM Ser | 1 | $215.00 |
| 875-596-20 | ALPHA TECHNOLOGIES | WrKt,BCK 4-Batt, Novus FXM1100,Trfc,6ft | 1 | $125.00 |
| 012-306-21 | ALPHA TECHNOLOGIES | AlphaGuard, Battery Charge Mgmt for 1 string of 48 VDC batt 48V | 1 | $160.00 |
| PDG7777 | ALPHA TECHNOLOGIES | Battery Tester/Analizer **Variable cost Item** | 1 | $10,000.00 |
| 189-053-10 | ALPHA TECHNOLOGIES | Batt Tstr,DuraProbe,RplmntTip,4xGld-Pltd | 1 | $120.00 |
| 7400124 | ALPHA TECHNOLOGIES | Dry Contact board for all Sentra and Continuity Series | 1 | $157.00 |
| 7400122 | ALPHA TECHNOLOGIES | Rack Mount Rail Kit for all Sentra and Continuity Series | 1 | $93.00 |
| 0170021-010 (Traffic Mini 1000) | ALPHA TECHNOLOGIES | Battery Back Up | 1 | $3,800.00 |
| 1810226 100XTV | ALPHA TECHNOLOGIES | Battery for Mini 1000 56Ah | 1 | $215.00 |
| 1810228 195XTV | ALPHA TECHNOLOGIES | Renewal Energy Battery 100AH | 1 | $275.00 |
| 1810229 240XTV | ALPHA TECHNOLOGIES | Renewal Energy Battery 112AH | 1 | $315.00 |
| | | | | |
| FTWSSFA | APPLIED INFORMATION | Ft. Worth School Flasher assembly with clock, DFB, ped pole assembly, screw-in anchor, and solar assembly | 1 | $15,000.00 |
| COSASSFA | APPLIED INFORMATION | City of San Antonio School Flasher assembly with clock, ped pole assembly, screw-in anchor, and solar assembly | 1 | $15,000.00 |
| HCSSFA | APPLIED INFORMATION | Harris County School Flasher assembly with clock, ped pole assembly, screw-in anchor and solar assembly | 1 | $15,000.00 |
| NON-SPECSSFA | APPLIED INFORMATION | Non-Specific Location- Solar School Zone Flasher Assembly w/ Screw-in anchor | 1 | $15,000.00 |

| | | | | |
|---|---|---|---|---|
| AI-500-022 | APPLIED INFORMATION | Street Light Monitoring Device | 1 | $1,200.00 |
| Street Light Circuit Monitoring System | APPLIED INFORMATION | Street Light Circuit Monitoring System | 1 | $6,000.00 |
| AI-500-030-LPM-5YR | APPLIED INFORMATION | Low Power Monitoring Device with Glance and 5 Year Communications and Support | 1 | $1,160.00 |
| AI-500-030-LPM-10YR | APPLIED INFORMATION | Low Power Monitoring Device with Glance and 10 Year Communications and Support | 1 | $2,160.00 |
| AI-500-065 | APPLIED INFORMATION | AI-500-065 - Preempt/Priority In-vehicle | 1 | $7,500.00 |
| AI-500-065-02 | APPLIED INFORMATION | Public Transit Vehicle Device | 1 | $7,500.00 |
| AI-500-068 | APPLIED INFORMATION | Gate Opener | 1 | $5,700.00 |
| AI-500-070 | APPLIED INFORMATION | AI-500-070 -Time Switch with Cell Modum | 1 | $850.00 |
| AI-500-070B | APPLIED INFORMATION | AI-500-070B -Time Switch with Cell Modum-Carmanah Only | 1 | $850.00 |
| AI-500-070C | APPLIED INFORMATION | AI-500-070C -Time Switch with Cell Modum-Knockdown det. | 1 | $850.00 |
| AI-500-085 | APPLIED INFORMATION | AI-500-085 - FMU, Cellular and 900MHz Radio | 1 | $1,900.00 |
| AI-500-085-02 | APPLIED INFORMATION | AI-500-085-02 - FMU, 4G Video, 4 port Ethernet Switch | 1 | $2,350.00 |
| AI-500-085-03 | APPLIED INFORMATION | AI-500-085-02 - FMU, Small Form Factor | 1 | $2,350.00 |
| AI-500-085-04 | APPLIED INFORMATION | AI-500-085-02 - FMU, 4G Video, 4 port Enet Switch, Small Form Factor | 1 | $2,350.00 |
| AT-PT-02 | APPLIED INFORMATION | High Gain Antenna Kit | 1 | $255.00 |
| AT-PT-03 | APPLIED INFORMATION | Door Switch 046-70207621 | 1 | $12.00 |
| AT-PT-04 | APPLIED INFORMATION | AI Programming Cable | 1 | $75.00 |
| AT-PT-05 | APPLIED INFORMATION | Spare combined Cell & GPS Antenna - 4779 | 1 | $120.00 |
| AT-PT-06 | APPLIED INFORMATION | RTC or ELTEC School Beacon Retrofit Kit | 1 | $40.00 |
| AT-PT-07 | APPLIED INFORMATION | Glance one time subscription, per device | 1 | $565.00 |
| AT-PT-08 | APPLIED INFORMATION | Configuration charge, per device | 1 | $47.00 |
| **School Beacon, PCSS, and RRFB Monitoring** | | | | |
| AI-PT-10A | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 2yr plan | 1 | $555.00 |
| AI-PT-10B | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 3yr plan | 1 | $800.00 |
| AI-PT-10C | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 4yr plan | 1 | $1,037.00 |
| AI-PT-10D | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 5yr plan | 1 | $1,260.00 |
| AI-PT-10E | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 10yr plan | 1 | $1,860.00 |
| **Preemption & Priority Systems (cabinet & vechicles)- includes passthrough(limited*central system polling)excludes video** | | | | |
| AI-PT-11A | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 2yr plan | 1 | $895.00 |
| AI-PT-11B | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 3yr plan | 1 | $1,350.00 |
| AI-PT-11C | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 4yr plan | 1 | $1,810.00 |
| AI-PT-11D | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 5yr plan | 1 | $2,200.00 |
| AI-PT-11E | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 10yr plan | 1 | $3,400.00 |
| **Preemption & Priority Systems with limited Video Streaming on demand through Glance (Cabinet) includes preempt, passthrough** | | | | |
| AI-PT-12A | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 2yr plan | 1 | $1,790.00 |
| AI-PT-12B | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 3yr plan | 1 | $2,640.00 |
| AI-PT-12C | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 4yr plan | 1 | $3,610.00 |
| AI-PT-12D | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 5yr plan | 1 | $4,420.00 |
| AI-PT-12E | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 10yr plan | 1 | $6,800.00 |
| **Support Service Plan for Devices with Fiber Communications School Beacon & PCSS Monitoring** | | | | |
| AI-PT-13A | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 2yr plan | 1 | $277.00 |
| AI-PT-13B | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 3yr plan | 1 | $400.00 |
| AI-PT-13C | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 4yr plan | 1 | $518.00 |
| AI-PT-13D | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 5yr plan | 1 | $630.00 |
| AI-PT-13E | APPLIED INFORMATION | School Beacon and PCSS Monitoring - 10yr plan | 1 | $928.00 |
| **Support Service Plan for Devices with Fiber Communications- Preemption and Priority Systems(cabinet)** | | | | |
| AI-PT-14A | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 2yr plan | 1 | $905.00 |
| AI-PT-14B | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 3yr plan | 1 | $1,350.00 |
| AI-PT-14C | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 4yr plan | 1 | $1,810.00 |
| AI-PT-14D | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 5yr plan | 1 | $2,200.00 |
| AI-PT-14E | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 10yr plan | 1 | $3,390.00 |

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|---|---|---|---|---|
| **Connectivity and Support Plan Renewal for LPM Devices** | | | | |
| AI-PT-15A | APPLIED INFORMATION | Low Power Monitor (LPM) Renewal Only-5 Year Plan | 1 | $1,125.00 |
| AI-PT-15B | APPLIED INFORMATION | Preemption and Priority Systems Monitoring - 10 Year Plan | 1 | $2,100.00 |
| **FCC Licenses Applications for C-V2X and/or DSRC licenses** | | | | |
| ALICENSEAPP | APPLIED INFORMATION | FCC License Application per City License | 1 | $3,860.00 |
| AC or DC Panel | APPLIED INFORMATION | AC or DC Panel | 1 | $395.00 |
| MARWIS | APPLIED INFORMATION | Weather Detection Device System | 1 | $18,000.00 |
| Solar DC Flasher | APPLIED INFORMATION | flasher for beacon system | 1 | $39.00 |
| Overheight System | APPLIED INFORMATION | Overheight System | 1 | $30,000.00 |
| Applied Information Upgrade | APPLIED INFORMATION | Upgrade | 1 | $7,500.00 |
| AI-500-075-PCSS | APPLIED INFORMATION | PCSS Controller | 1 | $1,200.00 |
| AI-900-022 | APPLIED INFORMATION | PCSS Solar Sys. Assy. | 1 | $1,700.00 |
| AI-900-023 | APPLIED INFORMATION | PCSS AC Assembly, AC Panel, and Circuit Breaker | 1 | $1,340.00 |
| AI-900-024 | APPLIED INFORMATION | PCSS DMS Sign | 1 | $950.00 |
| AI-900-025 | APPLIED INFORMATION | RRFB | 1 | $618.00 |
| AI-500-095 | APPLIED INFORMATION | DSRC/ CV2X Kit (Connected Vehicle Applications) | 1 | $3,400.00 |
| AI-900-032 | APPLIED INFORMATION | Knockdown Sensor | 1 | $65.00 |
| High Water Detection Sys w/ RWIS | APPLIED INFORMATION | High Water Detection & Reporting w/Snap Shot Camera Includes Rain gauge and Wind Speed Sensor | 1 | $45,000.00 |
| High Water Detection Sys | APPLIED INFORMATION | High Water Detection & Reporting w/Snap Shot Camera | 1 | $25,000.00 |
| | | | | |
| A6001848X24TXDT | ARMORCAST | Quazite Breakaway Cabinet Base | 1 | $1,150.00 |
| | | | | |
| 813416 | AXIS | Q6155-E Camera, HI PTZ Instant Laser Focus | 1 | $4,365.00 |
| 685417 | AXIS | T91G51 Wall Mount for Q6155-E Camera | 1 | $338.00 |
| 71140 | AXIS | T8061 Ethernet Surge Protector IP66 | 1 | $160.00 |
| 536925 | AXIS | T8133 30W Midspan 100-240V AC | 1 | $125.00 |
| 1010470 | AXIS | T91B57 Pole Mount 100-410MM Alum, for pole dia. 4"-16" | 1 | $190.00 |
| 881648 | AXIS | T91L61 Wall & Pole Mount for AXIS PTZ/Multi Sensor Cameras | 1 | $175.00 |
| | | | | |
| CAT 5 Ethernet Cable (1000') | Cable Guy | CAT 5 Ethernet Cable (1000') | 1 | $315.00 |
| | | | | |
| **CARMANAH R920-E RRFB for Crosswalks, R920-F RRFB for crosswalks Choose one from each section for a complete system** | | | | |
| **Solar Engines** | | | | |
| R920-E solar engine | CARMANAH | R920-E solar engine Brushed Aluminum | 1 | $2,200.00 |
| R920-E solar engine with powder coat | CARMANAH | R920-E solar engine, with powder coat (Black-84304, Green-84305, Yellow-84306) | 1 | $2,350.00 |
| R920-F solar engine | CARMANAH | R920-F solar engine Brushed Aluminum | 1 | $2,990.00 |
| R920-F solar engine with powder coat | CARMANAH | R920-F solar engine, with powder coat (Black-84663, Green-84664, Yellow-84665) | 1 | $3,190.00 |
| R920-F HUB solar engine | CARMANAH | R920-F-HUB solar engine Brushed Aluminum | 1 | $5,050.00 |
| R920-F HUB solar engine with powder coat | CARMANAH | R920-F-HUB solar engine, with powder coat (Black-84670, Green-84671, Yellow-84672) | 1 | $5,250.00 |
| | | | | |
| **Solar Engine Mounts (1 required per system)** | | | | |
| Top of Pole Mount | CARMANAH | 2 - 2.5" Square and 2.38 - 2.88" OD Round No Color | 1 | $122.00 |
| Top of Pole Mount W/ Powder Coat | CARMANAH | 2 - 2.5" Square and 2.38 - 2.88" OD Round (Black-84516, Green-84517, Yellow-84518) | 1 | $122.00 |
| Top of Pole Mount | CARMANAH | 3.5-4.5" OD Round No Color | 1 | $135.00 |
| Top of Pole Mount W/ Powder Coat | CARMANAH | 3.5-4.5" OD Round (Black-89180, Green-89182, Yellow-89181) | 1 | $135.00 |
| Side of Pole Mount | CARMANAH | E-Series Only Brushed Aluminum | 1 | $243.00 |
| Side of Pole Mount W/ Powder Coat | CARMANAH | E-Series Only (Black-72520, Green-72521, Yellow-72522) | 1 | $243.00 |
| | | | | |
| **Batteries (2 Required per System)** | | | | |
| Standard Battery, 7AH | CARMANAH | Standard Battery, 7AH., E series Only - 67620 | 1 | $51.00 |
| Standard Battery, 18AH | CARMANAH | Standard Battery, 18AH., F series Only - 37912 | 1 | $128.00 |
| | | | | |
| **Light Bars (4 Max)** | | | | |

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|---|---|---|---|---|
| Light Bar W/ Confirm Light & Mntg HW | CARMANAH | (Black-87668, Green-87669, Yellow-87670) | 1 | $710.00 |
| | | | | |
| **Light Bar Harness (1 Required per System)** | | | | |
| Light Bar Harness, 16' Standard | CARMANAH | 78227 | 1 | $80.00 |
| Light Bar Harness, 36' | CARMANAH | 78850 | 1 | $112.00 |
| Light Bar Harness, 75' | CARMANAH | 78551 | 1 | $174.00 |
| | | | | |
| **Push Buttons** | | | | |
| Polara Bulldog push Button | CARMANAH | (Black-68320, Green-68321, Yellow-68319) | 1 | $182.00 |
| Polara iNX audible push button | CARMANAH | 9" x 12" sign and mount (Black-89068, Green-89069, Yellow-89070) | 1 | $770.00 |
| Campbell Guardian audible push button | CARMANAH | 9" x 12" sign and mount, F Series Only (Black-84125, Yellow-84126) | 1 | $1,320.00 |
| Campbell Guardian Wave | CARMANAH | Non-Contact audible push button includes 9" x 12" sign and mount, F series only (Yellow-84126) | 1 | $1,350.00 |
| | | | | |
| **Push Button Harness (1 Required per System)** | | | | |
| Push button Harness, 16' Standard | CARMANAH | 84390 | 1 | $80.00 |
| Push button Harness, 36' | CARMANAH | 84391 | 1 | $112.00 |
| Push button Harness, 75' | CARMANAH | 84392 | 1 | $174.00 |
| iNX or Guardian audible push button harness, 16', F series | CARMANAH | 89119 | 1 | $158.00 |
| iNX or Guardian audible push button harness, 36', F series | CARMANAH | 89120 | 1 | $271.00 |
| iNX or Guardian audible push button harness, 75', F series | CARMANAH | 89121 | 1 | $355.00 |
| | | | | |
| **Push Button Harness (1 Required per System)** | | | | |
| Universal Polara Bullldog push button mount | CARMANAH | (Black-70029, Green-70030, Yellow-70028) | 1 | $40.00 |
| 5" x 7" sign frame with push button mount, No Sign | CARMANAH | (Black-79553, Green-79554, Yellow-79555) | 1 | $115.00 |
| 9" x 12" sign frame with push button mount, No Sign | CARMANAH | (Black-79556, Green-79557, Yellow-79558) | 1 | $158.00 |
| 5" x 7" MUTCD Compliant push button sign, R10-25 | CARMANAH | 69981 | 1 | $47.00 |
| 9" x 12" MUTCD Compliant push button sign, R10-26 | CARMANAH | 69982 | 1 | $59.00 |
| | | | | |
| **Connectivy, support, and battery plans (1 Required per StreetHub system)** | | | | |
| Connectivity, support, and battery plan, 1yr | CARMANAH | 87899 | 1 | $380.00 |
| Connectivity, support, and battery plan, 2yr | CARMANAH | 87900 | 1 | $750.00 |
| Connectivity, support, and battery plan, 3yr | CARMANAH | 88038 | 1 | $1,000.00 |
| Connectivity, support, and battery plan, 4yr | CARMANAH | 88039 | 1 | $1,246.00 |
| Connectivity, support, and battery plan, 5yr | CARMANAH | 87901 | 1 | $1,487.00 |
| | | | | |
| **SC315-G RRFB for crosswalks - Cabinets. Choose one form each section for a complete system** | | | | |
| SC315-G solar cabinet Brushed Aluminum | CARMANAH | 84539 | 1 | $2,000.00 |
| SC315-G solar cabinet, with powder coat | CARMANAH | (Black-84540, Green-84541, Yellow-84542) | 1 | $2,210.00 |
| SC315-G AC cabinet Brushed Aluminum | CARMANAH | 84577 | 1 | $2,470.00 |
| SC315-G AC cabinet, with powder coat | CARMANAH | (Black-84578, Green-84579, Yellow-84580) | 1 | $2,680.00 |
| SC315-G-HUB solar cabinet Brushed Aluminum | CARMANAH | 88649 | 1 | $4,010.00 |
| SC315-G-HUB solar cabinet with powder coat | CARMANAH | (Black-88650, Green-88651, Yellow-88652) | 1 | $4,220.00 |
| SC315-G-HUB AC cabinet Brushed Aluminum | CARMANAH | 88665 | 1 | $4,490.00 |
| SC315-G-HUB AC cabinet, with powder coat | CARMANAH | (Black-88666, Green-88667, Yellow-88668) | 1 | $4,720.00 |
| Rack mount controller, DC, wireless, Caltrans 19" | CARMANAH | 83953 - No Antenna | 1 | $2,380.00 |
| Rack mount controller, AC, wireless, Caltrans 19" | CARMANAH | 83773 - No Antenna | 1 | $2,730.00 |
| | | | | |
| **Batteries (1 required per solar system)** | | | | |
| Standard battery, 35 AH | CARMANAH | 88055 | 1 | $226.00 |
| Standard battery, 55 AH | CARMANAH | 88026 | 1 | $308.00 |
| Standard battery, 100 AH | CARMANAH | 67842 | 1 | $402.00 |
| | | | | |
| **Solar Panels (1 required per solar system)** | | | | |
| Solar Panel, 20W | CARMANAH | 74441 | 1 | $120.00 |

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|---|---|---|---|---|
| Solar Panel, 50W | CARMANAH | 74387 | 1 | $232.00 |
| Solar Panel, 80W | CARMANAH | 74334 | 1 | $355.00 |
| | | | | |
| **Solar Panel Mounts (1 required per solar system)** | | | | |
| Top of Pole mount, 4.5 OD round, for 50W or 80W | CARMANAH | 89334 | 1 | $370.00 |
| Side of Pole mount, for 20W or 50W | CARMANAH | 71857 | 1 | $270.00 |
| Side of Pole mount, for 80W | CARMANAH | 82800 | 1 | $270.00 |
| | | | | |
| **Solar Panel Harness (1 required per solar system)** | | | | |
| Solar panel harness, MC4 to spade terminals, 8' standard | CARMANAH | 84584 | 1 | $102.00 |
| Solar panel harness, MC4 to spade terminals, 16' | CARMANAH | 88154 | 1 | $190.00 |
| Solar panel harness, MC4 to spade terminals, 36' | CARMANAH | 84585 | 1 | $258.00 |
| Solar panel harness, MC4 to spade terminals, 75' | CARMANAH | 88155 | 1 | $350.00 |
| | | | | |
| **Light Bars** | | | | |
| Light Bar with Confirmation Lights inc. mntg bracket | CARMANAH | (Black-87668, Green-87669, Yellow-87670) | 1 | $710.00 |
| | | | | |
| **Light Bar Harness (1 Required per System)** | | | | |
| Light Bar Harness, 16' Std | CARMANAH | 78225 | 1 | $80.00 |
| Light Bar Harness, 36' Std | CARMANAH | 80041 | 1 | $112.00 |
| Light Bar Harness, 75' Std | CARMANAH | 80042 | 1 | $174.00 |
| | | | | |
| **Push Buttons & Sensors** | | | | |
| Polara Bulldog push Button | CARMANAH | (Black-68320, Green-68321, Yellow-68319) | 1 | $182.00 |
| Polara iNX audible push button | CARMANAH | 9" x 12" sign and mount (Black-89068, Green-89069, Yellow-89070) | 1 | $772.00 |
| Campbell Guardian audible push button , F series only(Black) | CARMANAH | includes 9" x 12" sign and mount (Black-84125, Yellow-84126) | 1 | $1,320.00 |
| Pedestrian Sensor, SmartWalk TX-S presence, includes 20' harness, 10-65' from pole and 10-12' mounting heigth | CARMANAH | 81857 | 1 | $1,210.00 |
| Pedestrian Sensor, SmartWalk TX-S presence, includes 20' harness, 0-2' from pole and 10-12' mounting heigth | CARMANAH | 81858 | 1 | $1,210.00 |
| | | | | |
| **Push Button Harness (1 Required per System)** | | | | |
| Push button Harness, 16' Standard | CARMANAH | 84366 | 1 | $80.00 |
| Push button Harness, 36' | CARMANAH | 84367 | 1 | $112.00 |
| Push button Harness, 75' | CARMANAH | 84368 | 1 | $174.00 |
| iNX or Guardian audible P/B harness, 16', F series only | CARMANAH | 84507 | 1 | $158.00 |
| iNX or Guardian audible P/B harness, 36', F series only | CARMANAH | 84508 | 1 | $271.00 |
| iNX or Guardian audible P/B harness, 75', F series only | CARMANAH | 84509 | 1 | $355.00 |
| | | | | |
| **Push Button Mounts and Signs (1 Required per Push Button)** | | | | |
| Universal Polara Bullldog push button mount | CARMANAH | (Black-70029, Green-70030, Yellow-70028) | 1 | $40.00 |
| 5" x 7" sign frame with push button mount, sign not included | CARMANAH | (Black-79553, Green-79554, Yellow-79555) | 1 | $115.00 |
| 9" x 12" sign frame with push button mount, sign not included | CARMANAH | (Black-79556, Green-79558, Yellow-79557) | 1 | $158.00 |
| 5" x 7" MUTCD Compliant push button sign, R10-25 | CARMANAH | White - 69981 | 1 | $47.00 |
| 9" x 12" MUTCD Compliant push button sign, R10-26 | CARMANAH | White - 69982 | 1 | $59.00 |
| | | | | |
| **Connectivy, support, and battery plans (1 Required per StreetHub system)** | | | | |
| Connectivity, support, and battery plan, 1yr | CARMANAH | 87889 | 1 | $380.00 |
| Connectivity, support, and battery plan, 2yr | CARMANAH | 87900 | 1 | $750.00 |
| Connectivity, support, and battery plan, 3yr | CARMANAH | 88038 | 1 | $1,000.00 |
| Connectivity, support, and battery plan, 4yr | CARMANAH | 88039 | 1 | $1,246.00 |
| Connectivity, support, and battery plan, 5yr | CARMANAH | 87901 | 1 | $1,487.00 |
| | | | | |

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| **Overhead lighting upgrade for RRFB crosswalks. Choose one from each section for a complete system** | | | | |
| **Beacon. Chooose any R920- F,SC315-G AC, SC315-G Solar, or SC315-G-Hub solar system.** | | | | |
| **Relay Kits(one required per system)** | | | | |
| Relay Kit for digital output, DC, 10 A max, R920-F only | CARMANAH | 84678 | 1 | $318.00 |
| Relay Kit for digital output, DC, 10 A max, SC315-G HUB solar only | CARMANAH | 84597 | 1 | $275.00 |
| Relay Kit for digital output, AC, 4 A max, SC315-G AC only | CARMANAH | 84596 | 1 | $275.00 |
| | | | | |
| **Fixtures (one or two depending on system)** | | | | |
| LED Light Fixture, Cree, DC, photocell recptacle | CARMANAH | 89241 | 1 | $850.00 |
| LED Light Fixture, Cree, AC, photocell recptacle, LED Driver | CARMANAH | 89242 | 1 | $850.00 |
| | | | | |
| **Photocontrols(one required per fixture)** | | | | |
| Photocell for LED light fixture, DC, for when photocell determines day/night | CARMANAH | 87905 | 1 | $193.00 |
| Photocell for LED light fixture, AC, for when photocell determines day/night | CARMANAH | 89307 | 1 | $74.00 |
| | | | | |
| **Fixture Mounts(1 required per fixture)** | | | | |
| Side--of-pole mount, direct arm, 9" | CARMANAH | 89053 | 1 | $174.00 |
| | | | | |
| **R247-E & R247-F 24 Hour Beacons and Signs R829-E & R829-F School Zone Beacons and Signs, R820-E & R820-F Crosswalk Beacons and Signs. Choose one from each section for a complete system** | | | | |
| **SOLAR ENGINES** | | | | |
| R247-E solar engine Brushed Aluminum | CARMANAH | 84291 | 1 | $1,960.00 |
| R247-E solar engine, with powder coat | CARMANAH | (Black-84292, Green-84293, Yellow-84294) | 1 | $2,160.00 |
| R247-F solar engine Brushed Aluminum | CARMANAH | 84674 | 1 | $2,780.00 |
| R247-F solar engine, with powder coat | CARMANAH | (Black-84675, Green-84676, Yellow-84677) | 1 | $2,980.00 |
| R247-F-HUB solar engine Brushed Aluminum | CARMANAH | 88681 | 1 | $4,790.00 |
| R247-F-HUB solar engine, with powder coat | CARMANAH | (Black-88682, Green-88683, Yellow-88684) | 1 | $4,990.00 |
| R829-E solar engine Brushed Aluminum | CARMANAH | 84287 | 1 | $1,955.00 |
| R829-E solar engine, with powder coat | CARMANAH | (Black-84288, Green-84289, Yellow-84290) | 1 | $2,155.00 |
| R829-F solar engine Brushed Aluminum | CARMANAH | 84670 | 1 | $2,780.00 |
| R829-F solar engine, with powder coat | CARMANAH | (Black-84671, Green-84672, Yellow-84673) | 1 | $2,980.00 |
| R829-F-HUB solar engine Brushed Aluminum | CARMANAH | 88677 | 1 | $4,760.00 |
| R829-F-HUB solar engine, with powder coat | CARMANAH | (Black-88678, Green-88679, Yellow-88680) | 1 | $4,960.00 |
| R820-E solar engine, including wireless, Brushed Aluminum | CARMANAH | 84283 | 1 | $2,170.00 |
| R820-E solar engine, including wireless with powder coat | CARMANAH | (Black-84284, Green-84285, Yellow-84286) | 1 | $2,370.00 |
| R820-F solar engine, including wireless, Brushed Aluminum | CARMANAH | 84666 | 1 | $3,020.00 |
| R820-F solar engine, including wireless with powder coat | CARMANAH | (Black-84667, Green-84668, Yellow-84669) | 1 | $3,220.00 |
| R820-F-HUB solar engine Brushed Aluminum | CARMANAH | 88673 | 1 | $5,010.00 |
| R820-F-HUB solar engine, with powder coat | CARMANAH | (Black-84674, Green-84675, Yellow-84676) | 1 | $5,210.00 |
| | | | | |
| **Solar Engine Mounts- Solar engine integrated to the signal head 1 required per system** | | | | |
| Top of Pole Mount, 2 - 2.5" Square and 2.38 - 2.88" OD Round | CARMANAH | No Color-84872, Black-84516, Green-84517, Yellow-84518 | 1 | $122.00 |
| Top of Pole Mount, 3.5-4.5" OD Round | CARMANAH | No Color-86328, Black-89180, Green-89181, Yellow-89182 | 1 | $135.00 |
| Side of Pole Mount, E-Series Only | CARMANAH | No Color-78139, Black-72520, Green-72521, Yellow-72522 | 1 | $243.00 |
| Square wood post mount | CARMANAH | 69088 | 1 | $270.00 |
| | | | | |
| **Solar Engine Mounts not integrated to the signal head/ mounted directly to the pole/LED enhanced sign 1 required per system** | | | | |
| Top of Pole Mount, 2 - 2.5" Square and 2.38 - 2.88" OD Round, no arms | CARMANAH | No Color-82872, Black-84516, Green-84517, Yellow-84518 | 1 | $122.00 |
| Top of Pole Mount, 3.5-4.5" OD Round No Side Holes, No Arms | CARMANAH | No Color-86328, Black-89180, Green-89181, Yellow-89182 | 1 | $135.00 |

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|---|---|---|---|---|
| Top of Pole Mount, 4-4.5" OD Round, 2-Way slipfitter for single beacon, including arms (Black) | CARMANAH | Black-51021, Green-51022, Yellow-51023 | 1 | $445.00 |
| Top of Pole Mount, 4-4.5" OD Round, 2-Way slipfitter for dual verticle beacons, including arms (Black) | CARMANAH | Black-51024, Green-51025, Yellow-51026 | 1 | $720.00 |
| Top of Pole Mount, 4-4.5" OD Round, 2-Way slipfitter for dual Horizontal beacons, including arms | CARMANAH | Black-51018, Green-51019, Yellow-51020 | 1 | $720.00 |
| Side of Pole Mount, E-Series Only Brushed Aluminum | CARMANAH | 78139 | 1 | $243.00 |
| Side of Pole Mount, E-Series Only | CARMANAH | Black-72520, Green-72521, Yellow-72523 | 1 | $243.00 |
| Square wood post mount, no arms | CARMANAH | Black-84352, Green-84353, Yellow-84354 | 1 | $1,002.00 |
| | | | | |
| **Batteries (2 Required per System)** | | | | |
| Standard Battery, 7AH., E series Only | CARMANAH | 67620 | 1 | $51.00 |
| Standard Battery, 18AH., F series Only | CARMANAH | 37912 | 1 | $128.00 |
| | | | | |
| **LED loads(4 max.; do not mix load types within a single system)** | | | | |
| LED Module, 12" Round, Red | CARMANAH | Red-84295, Yellow-84296 | 1 | $245.00 |
| LED Module, 8" Round, Red | CARMANAH | Red-84297, Yellow-84298 | 1 | $210.00 |
| | | **If LED enhanced signs are required see sign pricing below** | | |
| **Signal heads (1 required per LED module) Solar engine integrated to the signal head** | | | | |
| Poly signal head, visor, 12" + integrated stiffiing plates + octa nut kit | CARMANAH | Black-69061, Green-69062, Yellow-69063 | 1 | $210.00 |
| Poly signal head, visor, 8" + integrated stiffiing plates + octa nut kit | CARMANAH | Black-69064, Green-69065, Yellow-69066 | 1 | $177.00 |
| Aluminum signal head, visor, 12" + octa nut kit | CARMANAH | Black-84750, Green-84751, Yellow-84752 | 1 | $207.00 |
| | | | | |
| **Signal heads (1 required per LED module) Solar engine Not integrated to the signal head** | | | | |
| Poly signal head, visor, 12" | CARMANAH | Black-47542, Green-49677, Yellow-49676 | 1 | $155.00 |
| Poly signal head, visor, 8" | CARMANAH | Black-51000, Green-51082, Yellow-51083 | 1 | $128.00 |
| Poly signal head, visor, 12" (Black) | CARMANAH | Black-49645, Green-83819, Yellow-83820 | 1 | $190.00 |
| | | | | |
| **Signal head mounts (1 required per non-integrated signal head)** | | | | |
| Signal head mount kit, 2 arms and 2 hub plates | CARMANAH | Black-79347, Green-79349, Yellow-79348 | 1 | $287.00 |
| | | | | |
| **LED enhanced sign mounts (1 required per enhanced sign)** | | | | |
| LED enhanced sign mount kit, banding to pole, not including banding | CARMANAH | 88423 | 1 | $25.00 |
| LED enhanced sign mount kit, through bolt to 2" square and wing channel | CARMANAH | 88424 | 1 | $19.00 |
| LED enhanced sign mount kit, through bolt to 2.5" square and 2.38-2.88 OD round | CARMANAH | 88425 | 1 | $19.00 |
| LED enhanced sign mount kit, u-bolt to 2.38" round, z-bar only | CARMANAH | 88426 | 1 | $19.00 |
| LED enhanced sign mount kit, u-bolt to 2.88" round, z-bar only | CARMANAH | 88427 | 1 | $19.00 |
| LED enhanced sign mount kit, u-bolt to 4-4.5" round, z-bar only | CARMANAH | 88428 | 1 | $25.00 |
| | | | | |
| **LED Harness(1 required per LED module or LED enhanced sign)** | | | | |
| LED Harness, 4'(std. for integrated signal head and LED enhanced sign | CARMANAH | 88636 | 1 | $12.50 |
| LED Harness, 16'(std. for non-integrated signal head) | CARMANAH | 84390 | 1 | $81.00 |
| LED Harness, 36' | CARMANAH | 84391 | 1 | $111.00 |
| LED Harness,75' | CARMANAH | 84392 | 1 | $173.00 |
| | | | | |
| **Push Buttons & Sensors(1 required per R820-E or R820-F system)** | | | | |
| Polara Bulldog push Button | CARMANAH | Black-68320, Green-68321, Yellow-68319 | 1 | $182.00 |
| Polara iNX audible push button, 9" x 12" sign and mount | CARMANAH | Black-89068, Green-89069, Yellow-89070 | 1 | $772.00 |
| Campbell Guardian audible push button includes 9" x 12" sign and mount, F series only | CARMANAH | Black-84125, Yellow-84126 | 1 | $1,320.00 |

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| **Push Button Harness (1 Required per System)** | | | | |
| Push button Harness, 16' Standard | CARMANAH | 84390 | 1 | $80.00 |
| Push button Harness, 36' | CARMANAH | 84391 | 1 | $112.00 |
| Push button Harness, 75' | CARMANAH | 84392 | 1 | $174.00 |
| iNX or Guardian audible push button harness, 16', F series | CARMANAH | 89119 | 1 | $158.00 |
| iNX or Guardian audible push button harness, 36', F series | CARMANAH | 89120 | 1 | $271.00 |
| iNX or Guardian audible push button harness, 75', F series | CARMANAH | 89121 | 1 | $355.00 |
| | | | | |
| **Push Button Mounts and Signs (1 Required per Push Button)** | | | | |
| Universal Polara Bullldog push button mount | CARMANAH | Black-70029, Green-70030, Yellow-70028 | 1 | $40.00 |
| 5" x 7" sign frame with push button mount, sign not included | CARMANAH | Black-79553, Green-79554, Yellow-79555 | 1 | $115.00 |
| 9" x 12" sign frame with push button mount, sign not included | CARMANAH | Black-79556, Green-79557, Yellow-79558 | 1 | $158.00 |
| 5" x 7" MUTCD Compliant push button sign, R10-25 | CARMANAH | White-69981 | 1 | $47.00 |
| 9" x 12" MUTCD Compliant push button sign, R10-26 | CARMANAH | White-69982 | 1 | $59.00 |
| | | | | |
| **Calendar components (for non- StreetHub R829-E or R829-F system)**<br>**Connectivy, support, and battery plans (1 Required per StreetHub system)** | | | | |
| Calendar communication kit, 16' serial to USB harness-used with the calendar communication kit for programming inside solar engine or cabinet or the the harness can<br>be routed down the pole | CARMANAH | 82562 | 1 | $325.00 |
| Calendar upload/overide switch kit, housing, switch, 16' switch harness -used with the<br>calendar communication kit for programming at the base of the pole.USB<br>harnessfrom the communication kit is routed into this housing brushed, aluminum | CARMANAH | No Color-82563, Black-84345, Green-84347, Yellow-84346 | 1 | $450.00 |
| Calendar programming kit and software, 32' USB extension harnesss -Windows operating system required for programming via computer- used with calendar communication kit +<br>calendar upload kit | CARMANAH | 84339 | 1 | $118.00 |
| Calendar upload/overide switch kit, housing, switch, 16' switch harness -used with the<br>calendar communication kit for programming at the base of the pole.USB<br>harnessfrom the communication kit is routed into this housing | CARMANAH | No Color-82563, Black-84345, Green-84347, Yellow-84346 | 1 | $450.00 |
| Calendar programming kit and software, 32' USB extension harnesss -Windows operating<br>system required for programming via computer- used with calendar communication kit + calendar upload kit | CARMANAH | 84339 | 1 | $118.00 |
| | | | | |
| **Upgrades(Optional)** | | | | |
| Override switch kit, housing, switch, 16' switch harness, for R247-E or R247-F | CARMANAH | No Color-82563, Black-84345, Green-84347, Yellow-84346 | 1 | $450.00 |
| Wire-less add-on kit, opt. for R247-E, R247-F, R829-E, and R829-F, BUT required for R247-E and R247-F when used with R838 wireless beacon controller | CARMANAH | 84399 | 1 | $223.00 |
| | | | | |
| **Connectivy, support, and battery plans (1 Required per StreetHub system)** | | | | |
| Connectivity, support, and battery plan, 1yr | CARMANAH | 87899 | 1 | $380.00 |
| Connectivity, support, and battery plan, 2yr | CARMANAH | 87900 | 1 | $750.00 |
| Connectivity, support, and battery plan, 3yr | CARMANAH | 88038 | 1 | $1,000.00 |
| Connectivity, support, and battery plan, 4yr | CARMANAH | 88039 | 1 | $1,246.00 |
| Connectivity, support, and battery plan, 5yr | CARMANAH | 87901 | 1 | $1,487.00 |
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|---|---|---|---|---|
| **R247-G 24 Hour Beacons and Signs, R829-G School Zone Beacons and Signs, R820-G Crosswalk Beacons and Signs. Choose one from each section for a complete system** | | | | |
| **SOLAR ENGINES** | | | | |
| R247-G solar engine Brushed Aluminum | CARMANAH | 84535 | 1 | $1,850.00 |
| R247-G solar engine, with powder coat | CARMANAH | Black-84536, Yellow-84538, Green-84537 | 1 | $2,050.00 |
| R247-G AC cabinet, Brushed aluminum | CARMANAH | 84573 | 1 | $2,320.00 |
| R247-G AC cabinet, with powder coat | CARMANAH | Black-84574, Yellow-84576, Green-84575 | 1 | $2,520.00 |
| R247-G-HUB solar engine Brushed Aluminum | CARMANAH | 88645 | 1 | $3,890.00 |
| R247-G-HUB solar engine, with powder coat | CARMANAH | Black-88646, Yellow-88648, Green-88647 | 1 | $4,090.00 |
| R247-G-HUB AC cabinet, Brushed Aluminum | CARMANAH | 88661 | 1 | $4,360.00 |
| R247-G-HUB AC cabinet, with powder coat | CARMANAH | Black-88662, Yellow-88664, Green-88663 | 1 | $4,560.00 |
| R829-G solar engine Brushed Aluminum | CARMANAH | 84531 | 1 | $1,850.00 |
| R829-G solar engine, with powder coat | CARMANAH | Black-88532, Yellow-88534, Green-88533 | 1 | $2,050.00 |
| R829-G AC cabinet Brushed Aluminum | CARMANAH | 84569 | 1 | $2,320.00 |
| R829-G  AC cabinet with powder coat | CARMANAH | Black-84570, Yellow-84572, Green-84571 | 1 | $2,520.00 |
| R829-G-HUB solar engine Brushed Aluminum | CARMANAH | 88641 | 1 | $3,890.00 |
| R829-G-HUB solar engine, with powder coat | CARMANAH | Black-88642, Yellow-88644, Green-88643 | 1 | $4,090.00 |
| R829-G-HUB AC cabinet Brushed Aluminum | CARMANAH | 88657 | 1 | $4,360.00 |
| R829-G-HUB AC cabinet, with powder coat | CARMANAH | Black-88658, Yellow-88660, Green-88659 | 1 | $4,560.00 |
| R820-G solar engine, including wireless,  Brushed Aluminum | CARMANAH | 84527 | 1 | $2,010.00 |
| R820-G solar engine, including wireless with powder coat | CARMANAH | Black-88528, Yellow-88530, Green-88529 | 1 | $2,210.00 |
| R820-G AC cabinet, including wireless,  Brushed Aluminum | CARMANAH | 84565 | 1 | $2,480.00 |
| R820-G AC cabinet, including wireless with powder coat | CARMANAH | Black-84566, Yellow-84568, Green-84567 | 1 | $2,680.00 |
| R820-G-HUB solar engine Brushed Aluminum | CARMANAH | 88637 | 1 | $4,020.00 |
| R820-G-HUB solar engine, with powder coat | CARMANAH | Black-88638, Yellow-88640, Green-88639 | 1 | $4,220.00 |
| R820-G-HUB AC cabinet, Brushed Aluminum | CARMANAH | 88653 | 1 | $4,490.00 |
| R820-G-HUB AC cabiinet, with powder coat | CARMANAH | Black-88654, Yellow-88656, Green-88655 | 1 | $4,690.00 |
| SC315-G/R247-G/R829-G solar controller, inc. wireless, Caltrans 19" rack mount | CARMANAH | 83953 | 1 | $2,380.00 |
| SC315-G/R247-G/R829-G  AC controller, inc. wireless, Caltrans 19" rack mount | CARMANAH | 83773 | 1 | $2,710.00 |
| | | | | |
| **Batteries (1 required per solar system)** | | | | |
| Standard battery, 35 AH | CARMANAH | 88055 | 1 | $226.00 |
| Standard battery, 55 AH | CARMANAH | 88026 | 1 | $308.00 |
| Standard battery, 100 AH | CARMANAH | 67842 | 1 | $402.00 |
| | | | | |
| **Solar Panels (1 required per solar system)** | | | | |
| Solar Panel, 20W | CARMANAH | 74441 | 1 | $120.00 |
| Solar Panel, 50W | CARMANAH | 74387 | 1 | $232.00 |
| Solar Panel, 80W | CARMANAH | 74334 | 1 | $355.00 |
| | | | | |
| **Solar Panel Mounts (1 required per solar system)** | | | | |
| Top of Pole mount, 4.5 OD round, for 50W or 80W | CARMANAH | 89334 | 1 | $370.00 |
| Side of Pole mount,  for 20W or 50W | CARMANAH | 71857 | 1 | $270.00 |
| Side of Pole mount, for 80W | CARMANAH | 82800 | 1 | $270.00 |
| | | | | |
| **Solar Panel Harness 1 required per solar system)** | | | | |
| Solar panel harness, MC4 to spade terminals, 8' standard | CARMANAH | 84584 | 1 | $102.00 |
| Solar panel harness, MC4 to spade terminals, 16' | CARMANAH | 88154 | 1 | $190.00 |
| Solar panel harness, MC4 to spade terminals, 36' | CARMANAH | 84585 | 1 | $258.00 |
| Solar panel harness, MC4 to spade terminals, 75' | CARMANAH | 88155 | 1 | $350.00 |
| | | | | |
| **LED loads(4 max.; do not mix lload types within a single system)** | | | | |
| LED Module, 12" Round | CARMANAH | Red-84295, Yellow-84296 | 1 | $245.00 |
| LED Module, 8" Round, Red | CARMANAH | Red-84297, Yellow-84298 | 1 | $210.00 |

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| **If LED enhanced signs are required see sign pricing below** | | | | |
| | | | | |
| **Signal heads(1 required per LED module) Solar engine Not integrated to the signal head** | | Black-79347, Yellow-79348, Green-79349 | | |
| Poly signal head, visor, 12" | CARMANAH | Black-47542, Yellow-49676, Green-49677 | 1 | $155.00 |
| Poly signal head, visor, 8" | CARMANAH | Black-51000, Yellow-51083, Green-51082 | 1 | $128.00 |
| Aluminum signal head, visor, 12" | CARMANAH | Black-49645, Yellow-83819, Green-83820 | 1 | $190.00 |
| | | | | |
| **Signal head mounts (1 required per non-integrated signal head)** | | | | |
| Signal head mount kit, 2 arms and 2 hub plates | CARMANAH | Black-79347, Yellow-79348, Green-79349 | 1 | $290.00 |
| | | | | |
| **LED enhanced sign mounts (1 req'd per LED enhanced sign)** | | | | |
| LED enhanced sign mount kit, banding to pole, not incl. banding | CARMANAH | 88423 | 1 | $25.00 |
| LED enhanced sign mount kit, through bolt to 2" square and wing channel | CARMANAH | 88424 | 1 | $19.00 |
| LED enhanced sign mount kit, through bolt to 2.5" square and 2.38 - 2.88" OD round | CARMANAH | 88425 | 1 | $19.00 |
| LED enhanced sign mount kit, u-bolt to 2.38" OD round, z-bar only | CARMANAH | 88426 | 1 | $19.00 |
| LED enhanced sign mount kit, u-bolt to 2.88" OD round, z-bar only | CARMANAH | 88427 | 1 | $19.00 |
| LED enhanced sign mount kit, u-bolt to 4 - 4.5" OD round, z-bar only | CARMANAH | 88428 | 1 | $25.00 |
| | | | | |
| **LED Harness (1 required per LED module or LED enhanced sign)** | | | | |
| LED Harness, 16'(std. for non-integrated signal head) | CARMANAH | 84366 | 1 | $81.00 |
| LED Harness, 36' | CARMANAH | 84367 | 1 | $111.00 |
| LED Harness,75' | CARMANAH | 84368 | 1 | $173.00 |
| | | | | |
| **Push Buttons & Sensors (1 required per R820-G system)** | | | | |
| Polara Bulldog push Button | CARMANAH | Black-68320, Yellow-68319, Green-68321 | 1 | $182.00 |
| Polara iNX audible push button, 9" x 12" sign and mount, Black | CARMANAH | Black-89068, Yellow-89070, Green-89069 | 1 | $772.00 |
| Campbell Guardian audible push button includes 9" x 12" sign and mount, F series only | CARMANAH | Black-84125, Yellow-84126 | 1 | $1,320.00 |
| Pedestrian Sensor, SmartWalk TX-S presence, includes 20' harness, 10-65' from pole and 10-12' mounting height | CARMANAH | 81858 | 1 | $1,210.00 |
| Pedestrian Sensor, SmartWalk TX-S presence, includes 20' harness, 0-2' from pole and 10-12' mounting height | CARMANAH | 81857 | 1 | $1,210.00 |
| | | | | |
| **Push Button Harness (1 Required per System)** | | | | |
| Push button Harness, 16' Standard | CARMANAH | 84366 | 1 | $80.00 |
| Push button Harness, 36' | CARMANAH | 84367 | 1 | $112.00 |
| Push button Harness, 75' | CARMANAH | 84368 | 1 | $174.00 |
| iNX or Guardian audible P/B harness, 16', F series only | CARMANAH | 84511 | 1 | $158.00 |
| iNX or Guardian audible P/B harness, 36', F series only | CARMANAH | 84512 | 1 | $271.00 |
| iNX or Guardian audible P/B harness, 75', F series only | CARMANAH | 84513 | 1 | $355.00 |
| | | | | |
| **Push Button Mounts and Signs (1 Required per Push Button)** | | | | |
| Universal Polara Bullldog push button mount | CARMANAH | Black-70029, Yellow-70028, Green-70030 | 1 | $40.00 |
| 5" x 7" sign frame with push button mount, sign not included | CARMANAH | Black-79553, Yellow-79555, Green-79554 | 1 | $115.00 |
| 9" x 12" sign frame with push button mount, sign not included(Black) | CARMANAH | Black-79556, Yellow-79558, Green-79557 | 1 | $158.00 |
| 5" x 7" MUTCD Compliant push button sign, R10-25 | CARMANAH | White-69981 | 1 | $47.00 |
| 9" x 12" MUTCD Compliant push button sign, R10-26 | CARMANAH | White-69982 | 1 | $59.00 |
| | | | | |
| **Calendar components(for non- StreetHub R829-E or R829-F system)Connectivy, support, and battery plans (1 Required per StreetHub system)** | | | | |
| Calendar communication kit, 16' serial to USB harness-used with the calendar communication kit for programming inside solar engine or cabinet or the the harness can be routed down the pole | CARMANAH | 82562 | 1 | $325.00 |

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|---|---|---|---|---|
| Calendar upload/overide switch kit, housing, switch, 16' switch harness -used with the calendar communication kit for programming at the base of the pole.USB harnessfrom the communication kit is routed into this housing | CARMANAH | No Color-82563, Black-84345, Green-84347, Yellow-84346 | 1 | $450.00 |
| Calendar programming kit and software, 32' USB extension harnesss -Windows operating system required for programming via computer- used with calendar communication kit + calendar upload kit | CARMANAH | 84339 | 1 | $118.00 |
| | | | | |
| **Upgrades(Optional)** | | | | |
| Override switch kit, housing, switch, 16' switch harness, for R247-E or R247-F | CARMANAH | No Color-82563, Black-84345, Green-84347, Yellow-84346 | 1 | $450.00 |
| Wireless add-on kit, opt. for R247-E, R247-F, R829-E, and R829-F, BUT required for R247-E and R247-F when used with R838 wireless beacon controller | CARMANAH | 84399 | 1 | $224.00 |
| Radar detection kit, for R247-G | CARMANAH | 89756 | 1 | $2,640.00 |
| Radar detection programming kit, USB | CARMANAH | 89376 | 1 | $156.00 |
| | | | | |
| **Connectivy, support, and battery plans (1 Required per StreetHub system)** | | | | |
| Connectivity, support, and battery plan, 1yr | CARMANAH | 87899 | 1 | $380.00 |
| Connectivity, support, and battery plan, 2yr | CARMANAH | 87900 | 1 | $750.00 |
| Connectivity, support, and battery plan, 3yr | CARMANAH | 88038 | 1 | $1,000.00 |
| Connectivity, support, and battery plan, 4yr | CARMANAH | 88039 | 1 | $1,246.00 |
| Connectivity, support, and battery plan, 5yr | CARMANAH | 87901 | 1 | $1,487.00 |
| | | | | |
| **WW100 Wrong-Way 24-Hour Flashing Warning Sign. Choose one each section for a complete system** | | | | |
| **Solar Engines** | | | | |
| WW100 Solar Engine | CARMANAH | No Color-84291 | 1 | $1,960.00 |
| WW100 solar engine, with powder coat | CARMANAH | Black-84292 | 1 | $2,160.00 |
| | | | | |
| **Solar Engine Mounts- Solar engine integrated to the signal head (1 required per system)** | | | | |
| Top of Pole Mount, 2 - 2.5" Square and 2.38 - 2.88" OD Round | CARMANAH | No Color-82872, Black-84516 | 1 | $122.00 |
| Top of Pole Mount, 3.5 - 4.5" OD | CARMANAH | No Color-86328, Black-89180 | 1 | $135.00 |
| | | | | |
| **Batteries (2 Required per System)** | | | | |
| Standard Battery, 7AH., E series Only | CARMANAH | 67620 | 1 | $51.00 |
| | | | | |
| **Signs or Beacon (1 required per system)** | | | | |
| LED enhanced sign, incl. mount, harnessing, R5-1a, 36" x 24" | CARMANAH | SA10001 | 1 | $735.00 |
| LED enhanced sign, incl. mount, harnessing, R5-1a, 42" x 30" | CARMANAH | SA10002 | 1 | $1,010.00 |
| 1x red light bar, incl. mount, harnessing, static sign R5-1a, 36" x 24" | CARMANAH | SA10003 | 1 | $1,140.00 |
| 1x red light bar, incl. mount, harnessing, static sign R5-1a, 42" x 32" | CARMANAH | SA10004 | 1 | $1,190.00 |
| 2x red light bar, incl. mount, harnessing, static sign R5-1a, 36" x 24" | CARMANAH | SA10005 | 1 | $2,160.00 |
| 2x red light bar, incl. mount, harnessing, static sign R5-1a, 42" x 32" | CARMANAH | SA10006 | 1 | $2,200.00 |
| | | | | |
| **Upgrades (1 opt. per system)** | | | | |
| Wireless Add-on kit, for flash synchronization and local wireless communication | CARMANAH | 84399 | 1 | $224.00 |
| | | | | |
| **WW200 Wrong-Way 24-Hour Flashing Warning Sign. Choose one each section for a complete system** | | | | |
| **Solar Engines** | | | | |
| WW200 Solar Engine | CARMANAH | 84291 | 1 | $1,960.00 |
| WW200 solar engine, with powder coat(Black) | CARMANAH | 84292 | 1 | $2,160.00 |
| | | | | |

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| **Solar Engine Mounts- Solar engine integrated to the signal head 1 required per system** | | | | |
| Top of Pole Mount, 2 - 2.5" Square and 2.38 - 2.88" OD Round | CARMANAH | No Color-82872, Black-84516 | 1 | $122.00 |
| Top of Pole Mount, 3.5 - 4.5" OD | CARMANAH | No Color-86328, Black-89180 | 1 | $135.00 |
| | | | | |
| **Batteries (2 Required per System)** | | | | |
| Standard Battery, 7AH., E series Only | CARMANAH | 67620 | 1 | $51.00 |
| | | | | |
| | | | | |
| **DETECTION** | | | | |
| Radar Detection Kit, WW200 | CARMANAH | 89375 | 1 | $2,720.00 |
| | | | | |
| **Upgrades (1 opt. per system)** | | | | |
| Wireless Add-on kit, for flash synchronization and local wireless communication | CARMANAH | 84399 | 1 | $224.00 |
| Radar Detection Programming Kit | CARMANAH | 89376 | 1 | $160.00 |
| | | | | |
| **WW400 Wrong-Way Vehicle Detection, Warning, and Alert System. Choose one each section for a complete system** | | | | |
| **Detectors** | | | | |
| WW400D detector kit, 2x cameras, 1x radar, mounts, harnessing | CARMANAH | 88982 | 1 | $46,500.00 |
| | | | | |
| **Controllers ( 1 incl. per system)** | | | | |
| WW400D DC controller cabinet, pole mounted, wireless EMS for control of WW400S, Harnessing, configuration, and set-up software, 12vdc brushed aluminum | CARMANAH | 88983 | Incl. | |
| WW400D DC controller cabinet, pole mounted, wireless EMS for control of WW400S, Harnessing, configuration, and set-up software, 12vdc Powder Coat Black | CARMANAH | 88984 | Incl. | |
| WW400D AC controller cabinet, pole mounted, wireless EMS for control of WW400S, Harnessing, configuration, and set-up software, 100-240 vac Brushed Aluminum | CARMANAH | 88987 | Incl. | |
| WW400D AC controller cabinet, pole mounted, wireless EMS for control of WW400S, Harnessing, configuration, and set-up software, 100-240 vac Powder Coat Black | CARMANAH | 88988 | Incl. | |
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| **Communication ( 1 incl. per system)** | | | | |
| | CARMANAH | Ethernet network controller and communication software | Incl. | |
| | | | | |
| **Solar power kits ( 1 required per DC system, EBR Mandatory)** | | | | |
| SPA10001 | CARMANAH | Solar Power Kit, Medium | 1 | $13,000.00 |
| SA10006 | CARMANAH | Solar Power Kit, Large | 1 | $18,000.00 |
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| **Signs or Beacons on the WW400D detector pole (1 opt. per system)** | | | | |
| SA10001 | CARMANAH | LED enhanced sign, incl. mount, harnessing, R5-1a, 36" x 24" | 1 | $860.00 |
| SA10002 | CARMANAH | LED enhanced sign, incl. mount, harnessing, R5-1a, 42" x 30" | 1 | $1,215.00 |
| SA10003 | CARMANAH | 1x red light bar, incl. mount, harnessing, static sign R5-1a, 36" x 24" | 1 | $1,425.00 |
| SA10004 | CARMANAH | 1x red light bar, incl. mount, harnessing, static sign R5-1a, 42" x 30" | 1 | $1,475.00 |
| SA10005 | CARMANAH | 2x red light bar, incl. mount, harnessing, static sign R5-1a, 36" x 24" | 1 | $2,690.00 |
| SA10006 | CARMANAH | 2x red light bar, incl. mount, harnessing, static sign R5-1a, 42" x 30" | 1 | $2,750.00 |
| | | | | |
| **Remote signs or beacons NOT on the WW400D detector pole (1 opt. per system)** | | | | |
| RSA10001 | CARMANAH | WW400S sign system, inc. solar engine, mounts, batteries, harnessing, wireless, LED enhanced sign R5-1a, 36" x 24" | 1 | $3,915.00 |
| RSA10002 | CARMANAH | WW400S sign system, inc. solar engine, mounts, batteries, harnessing, wireless, LED enhanced sign R5-1a, 42" x 30" | 1 | $4,275.00 |

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| RSA10003 | CARMANAH | WW400S sign system, inc. solar engine, mounts, batteries, harnessing, wireless, 1x red light bar, static sign, R5-1a, 36" x 24" | 1 | $4,565.00 |
| RSA10004 | CARMANAH | WW400S sign system, inc. solar engine, mounts, batteries, harnessing, wireless, 1x red light bar, static sign, R5-1a, 42" x 30" | 1 | $4,615.00 |
| RSA10005 | CARMANAH | WW400S sign system, inc. solar engine, mounts, batteries, harnessing, wireless, 2x red light bar, static sign, R5-1a, 36" x 24" | 1 | $5,865.00 |
| RSA10006 | CARMANAH | WW400S sign system, inc. solar engine, mounts, batteries, harnessing, wireless, 2x red light bar, static sign, R5-1a, 42" x 30" | 1 | $5,940.00 |
| | | | | |
| **R838 Wireless Beacon Controller (Choose 1 per system for a complete system)** | | | | |
| **Controllers ( 1 incl. per system)** | | | | |
| R838 Wireless Beacon Controller, momentary button; including 100-240 vac power supply, auto power harness, digital input connector, antenna | CARMANAH | 84219 | 1 | $3,280.00 |
| R838 Wireless Beacon Controller, on-off button; including 100-240 vac power supply, auto power harness, digital input connector, antenna | CARMANAH | 88099 | 1 | $3,280.00 |
| | | | | |
| **Upgrades (1 opt. per system)** | | | | |
| Remote antenna kit, 35' RP-SMA antenna harness, connector sealing tape, antenna mounting bracket, NOT including antenna | CARMANAH | 88179 | 1 | $240.00 |
| Remote antenna kit, 35' RP-SMA antenna harness, connector sealing tape, NOT including antenna | CARMANAH | 88180 | 1 | $184.00 |
| | | | | |
| | | **Choose any R247-E, 247-F, or 247-G systems with wireless add-on kits** | 1 | |
| **Components** | | | | |
| **E & F Series** | | | | |
| Solar Panel Kit, E Series | CARMANAH | 78250 | 1 | $192.00 |
| Solar Panel Kit, F Series | CARMANAH | 84827 | 1 | $280.00 |
| Applied Information monitoring unit kit, including harness, mount, no monitoring unit, F series only | CARMANAH | 84679 | 1 | $255.00 |
| RTC time switch kit, including harness and mount, no time switch, F series only | CARMANAH | 84680 | 1 | $255.00 |
| Top of Pole Mount, 2-2.5" Square, Galvanized steel, E-Series Only | CARMANAH | 72519 | 1 | $160.00 |
| | | | | |
| **G Series and SC315** | | | | |
| 2nd GenIII-U + radio EMS kit, G series only | CARMANAH | 84583 | 1 | $1,050.00 |
| U-bolt kit, not. incl. cabinet mount, not incl. plates, u-bolts to 4-4.5" OD round, SS | CARMANAH | 74570 | 1 | $112.00 |
| AC to solar retrofit kit, not incl. solar panel, mount, or battery, G-Series only | CARMANAH | 89532 | 1 | $210.00 |
| AC power supply kit, power supply, breaker, terminal blocks, backplane, backpanel, G series only | CARMANAH | 89533 | 1 | $345.00 |
| AC power supply kit, power supply only | CARMANAH | 88060 | 1 | $220.00 |
| Hole plug kit, 1.25" trade size, if cabinet nipple is not used/removed | CARMANAH | 79502 | 1 | $62.00 |
| Battery mat, rubber, evelates battery out of drain hole water, G series only | CARMANAH | 83101 | 1 | $76.00 |
| Pole cap kit, 4.5" OD round, alum, for M-D | CARMANAH | 82865 | 1 | $76.00 |
| Applied Information monitoring unit kit, including harness, door switch, mount, no monitoring unit, G series only | CARMANAH | 84598 | 1 | $340.00 |
| RTC time switch kit, including harness and mount, no time switch | CARMANAH | 84599 | 1 | $255.00 |

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| RTC time switch kit, including harness and mount, TXDOT Standard, no time switch | CARMANAH | 88967 | 1 | $255.00 |
| Cabinet, abs window plugged, no internals, G series only, Brushed aluminum | CARMANAH | 87514 | 1 | $995.00 |
| Cabinet, abs window plugged, no internals, G series only, With Powder coat | CARMANAH | Black-87705, Green-87706, Yellow-87707 | 1 | $1,170.00 |
| Cabinet replacement door kit, G series only | CARMANAH | No Paint-88910, Black-88911, Green-88912, Yellow-88913 | 1 | $375.00 |
| Draw latch kit with padlock eye, G series only | CARMANAH | 88769 | 1 | $97.00 |
| Top of Pole Mount, 4.5" OD roung, galvanized steel, for 50W or 80W | CARMANAH | 74454 | 1 | $370.00 |
| | | | | |
| **E, F, and G Series Common** | | | | |
| Energy Management system EMS, GenIII-U | CARMANAH | 84327 | 1 | $515.00 |
| Energy Management system EMS, GenIII-U + radio | CARMANAH | 84328 | 1 | $650.00 |
| Energy Management system EMS, GenIII-U + calendar comm. kit including 16' USB harness | CARMANAH | 84329 | 1 | $780.00 |
| Energy Management system EMS, GenIII-U + calendar comm. Kit, + radio including 16' USB harness | CARMANAH | 84330 | 1 | $920.00 |
| Energy Management system EMS, GenIII-U, cover, for 247-E pre-Sept. 2018 | CARMANAH | 89547 | 1 | $570.00 |
| Energy Management system EMS, GenIII-U, cover, for R920 | CARMANAH | 89548 | 1 | $702.00 |
| iNX retro kit, EMS, not incl. iNX pushbuttonor harness for SC315 | CARMANAH | 89528 | 1 | $680.00 |
| iNX retro kit, EMS, not incl. iNX pushbuttonor harness for R920 | CARMANAH | 89526 | 1 | $720.00 |
| iNX retro kit, EMS, not incl. iNX pushbuttonor harness for EFG 2018-2020(FW1.1.4.0 or lower) | CARMANAH | 89529 | 1 | $680.00 |
| iNX retro kit, EMS, not incl. iNX pushbuttonor harness for EFG 2021+(FW1.1.5.0 or lower) | CARMANAH | 89527 | 1 | $28.00 |
| Antenna, R920, R920-E, R920-F, SC315, SC315-G, R820-E, R820-F | CARMANAH | 68361 | 1 | $63.00 |
| Ambient brightness sensor snap-in cover, retro fit kit | CARMANAH | 87902 | 1 | $26.00 |
| Calendar upload kit, aluminum housing only | CARMANAH | No Color-81200, Black-81925, Green-81923, Yellow-81924 | 1 | $375.00 |
| Calendar upload kit, aluminum housing adapter plate only | CARMANAH | No Color-84189, Black-84192, Green-84190, Yellow-84191 | 1 | $122.00 |
| Light bar mounting bracket, including hardware | CARMANAH | 77676 | 1 | $65.00 |
| Connector for field wiring, 2-wire, 28-12 AWG | CARMANAH | 57728 | 1 | $4.00 |
| **R838** | | | | |
| Antenna, R838 | CARMANAH | 88129 | 1 | $56.00 |
| Power supply and harness, 100-240 vac 2-blade NA input, 15vdc output to R838 power connector, 6' | CARMANAH | 88096 | 1 | $68.00 |
| Harness, 12vdc auto power plug input, 12vdc output to R838 power connector, 6' | CARMANAH | 88097 | 1 | $43.00 |
| Terminal block plug, 2 positions, 14-30 AWG, for unpowered digital input to R838 | CARMANAH | 88102 | 1 | $14.00 |
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| **LED ENHANCED SIGNS** | | | | |
| LED enhanced sign, R1-1, red LED's, 24" HIP, RED | CARMANAH | 88461 | 1 | $310.00 |
| LED enhanced sign, R1-1, red LED's, 30" HIP, RED | CARMANAH | 88465 | 1 | $350.00 |
| LED enhanced sign, R1-1, red LED's, 36" HIP, RED | CARMANAH | 88469 | 1 | $490.00 |
| LED enhanced sign, R1-1, red LED's, 48" HIP, RED | CARMANAH | 88473 | 1 | $780.00 |
| LED enhanced sign, R1-2, red LED's, 30" HIP, RED | CARMANAH | 88478 | 1 | $350.00 |
| LED enhanced sign, R1-2, red LED's, 36" HIP, RED | CARMANAH | 88482 | 1 | $490.00 |
| LED enhanced sign, R1-2, red LED's, 48" HIP, RED | CARMANAH | 88468 | 1 | $780.00 |
| LED enhanced sign, R5-1a, red LED's, 36 x 24" , HIP, RED | CARMANAH | 88498 | 1 | $490.00 |
| LED enhanced sign, R5-1a, red LED's, 42 x 30" ,HIP, RED | CARMANAH | 88502 | 1 | $780.00 |
| LED enhanced sign, S1-1, ylw LED's, 30", DG VIP, FYG | CARMANAH | 88443 | 1 | $430.00 |
| LED enhanced sign, S1-1, ylw LED's, 36", DG VIP, FYG | CARMANAH | 88451 | 1 | $570.00 |
| LED enhanced sign, S1-1, ylw LED's, 30", HIP VIP, YLW | CARMANAH | 88437 | 1 | $350.00 |
| LED enhanced sign, S1-1, ylw LED's, 36", HIP VIP, YLW | CARMANAH | 88445 | 1 | $490.00 |

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| LED enhanced sign, S5-1a, speed 15, wht and ylw LEDS, 24" x 48", DG3 white and DG<br>VIP FYG | CARMANAH | 89215 | 1 | $855.00 |
| LED enhanced sign, S5-1a, speed 20, wht and ylw LEDS, 24" x 48", DG3 white and DG<br>VIP FYG | CARMANAH | 89216 | 1 | $855.00 |
| LED enhanced sign, W11-2, ylw LED's, 24", HIP, YLW | CARMANAH | 88509 | 1 | $310.00 |
| LED enhanced sign, W11-2, ylw LED's, 24", DG3, YLW | CARMANAH | 88525 | 1 | $385.00 |
| LED enhanced sign, W11-2, ylw LED's, 24", HIP, YLW | CARMANAH | 88517 | 1 | $385.00 |
| LED enhanced sign, W11-2, ylw LED's, 24", DGVIP, FYG | CARMANAH | 89081 | 1 | $385.00 |
| LED enhanced sign, W11-2, ylw LED's, 24", DG3, FLW | CARMANAH | 89790 | 1 | $385.00 |
| LED enhanced sign, W11-2, ylw LED's, 24", DGVIP, FYG | CARMANAH | 88533 | 1 | $470.00 |
| LED enhanced sign, W11-2, ylw LED's, 24", DGVIP, FYG | CARMANAH | 89083 | | $470.00 |
| LED enhanced sign, W11-2, ylw LED's, 30", HIP VIP, YLW | CARMANAH | 88541 | 1 | $350.00 |
| LED enhanced sign, W11-2, ylw LED's, 30", DG3, YLW | CARMANAH | 88557 | 1 | $430.00 |
| LED enhanced sign, W11-2, ylw LED's, 30", DG  VIP, YLW | CARMANAH | 88549 | 1 | $430.00 |
| LED enhanced sign, W11-2, ylw LED's, 30", DG3, FY | CARMANAH | 89085 | 1 | $430.00 |
| LED enhanced sign, W11-2, ylw LED's, 30", DG3, FLW | CARMANAH | 88565 | 1 | $510.00 |
| LED enhanced sign, W11-2, ylw LED's, 30", DGVIP, FYG | CARMANAH | 89087 | 1 | $510.00 |
| LED enhanced sign, W11-2, ylw LED's, 36", HIP VIP, YLW | CARMANAH | 88573 | 1 | $490.00 |
| LED enhanced sign, W11-2, ylw LED's, 36", DG3, YLW | CARMANAH | 88589 | 1 | $570.00 |
| LED enhanced sign, W11-2, ylw LED's, 36", DG  VIP, YLW | CARMANAH | 88581 | 1 | $570.00 |
| LED enhanced sign, W11-2, ylw LED's, 36", DG3, FY | CARMANAH | 89089 | 1 | $570.00 |
| LED enhanced sign, W11-2, ylw LED's, 36", DG3, FLW | CARMANAH | 88597 | 1 | $650.00 |
| LED enhanced sign, W11-2, ylw LED's, 36", DGVIP, FYG | CARMANAH | 89091 | 1 | $650.00 |
| LED enhanced sign, W11-2, ylw LED's, 48", HIP VIP, YLW | CARMANAH | 88605 | 1 | $780.00 |
| LED enhanced sign, W11-2, ylw LED's, 48", DG3, YLW | CARMANAH | 88621 | 1 | $855.00 |
| LED enhanced sign, W11-2, ylw LED's, 48", DG  VIP, YLW | CARMANAH | 89093 | 1 | $855.00 |
| LED enhanced sign, W11-2, ylw LED's, 48", DG3, FY | CARMANAH | 88613 | 1 | $855.00 |
| LED enhanced sign, W11-2, ylw LED's, 48", DG3, FLW | CARMANAH | 88629 | 1 | $930.00 |
| LED enhanced sign, W11-2, ylw LED's, 48", DGVIP, FYG | CARMANAH | 89095 | 1 | $930.00 |
| LED enhanced sign, Mirrowed, W11-2, ylw LED's, 36", DGVIP, FYG | CARMANAH | 89305 | 1 | $570.00 |
| LED enhanced sign, W15-2, ylw LED's, 24", HIP, YLW | CARMANAH | 88510 | 1 | $310.00 |
| LED enhanced sign, W15-2, ylw LED's, 24", HIP, YLW | CARMANAH | 88518 | 1 | $385.00 |
| LED enhanced sign, W15-2, ylw LED's, 30", HIP, YLW | CARMANAH | 88542 | 1 | $350.00 |
| LED enhanced sign, W15-2, ylw LED's, 30", HIP, YLW | CARMANAH | 88550 | 1 | $430.00 |
| LED enhanced sign, W15-2, ylw LED's, 36", HIP, YLW | CARMANAH | 88574 | 1 | $490.00 |
| LED enhanced sign, W15-2, ylw LED's, 36", HIP, YLW | CARMANAH | 88582 | 1 | $570.00 |
| LED enhanced sign, W15-2, ylw LED's, 48", HIP, YLW | CARMANAH | 88606 | 1 | $780.00 |
| LED enhanced sign, W1-1L, ylw LED's, 24", HIP VIP, FYG | CARMANAH | 88506 | | $310.00 |
| LED enhanced sign, W1-1L, ylw LED's, 30", HIP VIP, FYG | CARMANAH | 88538 | 1 | $350.00 |
| LED enhanced sign, W1-1L, ylw LED's, 36", HIP VIP, FYG | CARMANAH | 88570 | 1 | $490.00 |
| LED enhanced sign, W1-1R, ylw LED's, 24", HIP VIP, FYG | CARMANAH | 88505 | 1 | $310.00 |
| LED enhanced sign, W1-1R, ylw LED's, 30", HIP VIP, FYG | CARMANAH | 88537 | 1 | $350.00 |
| LED enhanced sign, W1-1R, ylw LED's, 36", HIP VIP, FYG | CARMANAH | 88569 | 1 | $490.00 |
| LED enhanced sign, W1-2L, ylw LED's, 24", HIP VIP, FYG | CARMANAH | 88508 | 1 | $310.00 |
| LED enhanced sign, W1-2L, ylw LED's, 30", HIP VIP, FYG | CARMANAH | 88540 | 1 | $350.00 |
| LED enhanced sign, W1-2L, ylw LED's, 36", HIP VIP, FYG | CARMANAH | 88572 | 1 | $490.00 |
| LED enhanced sign, W1-2R, ylw LED's, 24", HIP VIP, FYG | CARMANAH | 88507 | 1 | $310.00 |
| LED enhanced sign, W1-2R, ylw LED's, 30", HIP VIP, FYG | CARMANAH | 88539 | 1 | $350.00 |
| LED enhanced sign, W1-2R, ylw LED's, 36", HIP VIP, FYG | CARMANAH | 88571 | 1 | $490.00 |
| LED enhanced sign, W11-3, ylw LED's, 24", HIP VIP, FYG | CARMANAH | 88511 | 1 | $310.00 |
| LED enhanced sign, W11-3, ylw LED's, 30", HIP VIP, FYG | CARMANAH | 88543 | 1 | $350.00 |
| LED enhanced sign, W11-3, ylw LED's, 36", HIP VIP, FYG | CARMANAH | 88575 | 1 | $490.00 |
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| **Components for Legacy R829, R247, R820** | | | | |
| Emergency Management System EMS for R247C,R247,R829C,R829 | CARMANAH | 64510 | 1 | $930.00 |
| Emergency Management System EMS with radio R820C, R820 | CARMANAH | 64509 | 1 | $1,650.00 |

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| Emergency Management System EMS for R247C,R247,R829C,R829 pre-Sept.2011(replaces 46319) | CARMANAH | 59076 | 1 | $930.00 |
| Emergency Management System EMS for R820C,R820 pre-Sept.2011(replaces 50229) | CARMANAH | 57701 | 1 | $1,650.00 |
| Emergency Management System EMS Main Harness | CARMANAH | 57355 | 1 | $300.00 |
| Antenna Kit for R820C/R820 incl. antenna, harness, bracket, hardware | CARMANAH | 50185 | 1 | $244.00 |
| Solar Panel with connector, does not include painted frame or hardware | CARMANAH | 79524 | 1 | $134.00 |
| Programming interlink harness, 3 pin +grnd to 3 pin, 15' | CARMANAH | 57584 | 1 | $165.00 |
| Programming harness, 3 pin to DB9, 10' | CARMANAH | 57585 | 1 | $112.00 |
| Programming harness, DB9 to USB, 3' | CARMANAH | 49044 | 1 | $112.00 |
| | | | | |
| JXC-300HFRDT | DURALIGHT | 12" Red U-Turn LED | 1 | $93.00 |
| JXC-300HFYDT | DURALIGHT | 12" Yellow U-Turn LED | 1 | $93.00 |
| JXC-300HFGDT | DURALIGHT | 12" Green U-Turn LED | 1 | $93.00 |
| JXC-300BIKR-IL | DURALIGHT | 12" Red Bicycle LED | 1 | $93.00 |
| JXC-300BIKY-IL | DURALIGHT | 12" Yellow Bicycle LED | 1 | $93.00 |
| JXC-300BIKG-IL | DURALIGHT | 12" Green Bicycle LED | 1 | $93.00 |
| JXC300-HFR-C | DURALIGHT | Clear 12" Red LED - HiFlux TXD | 1 | $45.00 |
| JXC300-HFY-C | DURALIGHT | Clear 12" Yel LED - HiFlux TXD | 1 | $50.00 |
| JXC300-HFG-C | DURALIGHT | Clear 12" Grn LED - HiFlux TXD | 1 | $45.00 |
| JXC300-HFTR04 | DURALIGHT | Tinted 12" Red LED - HiFlux TXD | 1 | $45.00 |
| JXC300-HFTY04 | DURALIGHT | Tinted 12" Yel LED - HiFlux TXD | 1 | $50.00 |
| JXC300-HFTG04 | DURALIGHT | Tinted 12" Grn LED - HiFlux TXD | 1 | $45.00 |
| JXJ-3000VIRA | DURALIGHT | 12" Red Arrow - Pixilated | 1 | $60.00 |
| JXJ-300VIYA | DURALIGHT | 12" Yel Arrow - Pixilated | 1 | $60.00 |
| JXJ300VIGA | DURALIGHT | 12" Grn Arrow - Pixilated | 1 | $80.00 |
| JXJ300-07R03 | DURALIGHT | 12" Red Arrow - IL - TXDOT | 1 | $51.00 |
| JXJ300-07Y03 | DURALIGHT | 12" Yel Arrow - IL - TXDOT | 1 | $51.00 |
| JXJ300-07G03 | DURALIGHT | 12" Grn Arrow - IL - TXDOT | 1 | $60.00 |
| JXM-400VIAIL | DURALIGHT | 16"X18" LED Ped Incand Look man/hand | 1 | $150.00 |
| JXM-400VIEIL | DURALIGHT | 16"X18" LED CD Ped Incand Look | 1 | $175.00 |
| JXC-300DCR | DURALIGHT | 12" Red LED 12VDC 5 Watt | 1 | $78.00 |
| JXC-300DCR | DURALIGHT | 12" Yel LED 12VDC 5 Watt | 1 | $78.00 |
| JXC-300DCR | DURALIGHT | 12" Grn LED 12VDC 5 Watt | 1 | $87.00 |
| JXJ-300VIYGA | DURALIGHT | 12" Bi-Modal Green/Yellow Arrow | 1 | $154.00 |
| JXC-200-HFR Tinted | DURALIGHT | 8" Red LED 12VAC | 1 | $45.00 |
| JXC-200-HFY Tinted | DURALIGHT | 8" Yel LED 12VAC | 1 | $47.00 |
| JXC-200-HFG Tinted | DURALIGHT | 8" Grn LED 12VAC | 1 | $45.00 |
| JXC-200-VIG | DURALIGHT | 8" Green LED 12VAC | 1 | $78.00 |
| JXC-200-VIR | DURALIGHT | 8" Red LED 12VAC | 1 | $53.00 |
| JXC-200-VIY | DURALIGHT | 8" Yellow LED 12VAC | 1 | $59.00 |
| JXC-200BIKR-IL | DURALIGHT | 8" Red Bicycle LED | 1 | $78.00 |
| JXC-200BIKY-IL | DURALIGHT | 8" Yellow Bicycle LED | 1 | $78.00 |
| JXC-200BIKG-IL | DURALIGHT | 8" Green Bicycle LED | 1 | $78.00 |
| JXC-200BIKR-Pix. | DURALIGHT | 8" Red Bicycle LED | 1 | $78.00 |
| JXC-200BIKY-Pix. | DURALIGHT | 8" Yellow Bicycle LED | 1 | $78.00 |
| JXC-200BIKG-Pix | DURALIGHT | 8" Green Bicycle LED | 1 | $93.00 |
| | | | | |
| **Street Name Sign 22" High** | | **ILSN signs use Avery brand sheeting-see below for 3M pricing** | | |
| JXM-STN-6S-TM | DURALIGHT | ILSNS 6' Single Sided, Top Mount | 1 | $1,930.00 |
| JXM-STN-6S-BM | DURALIGHT | ILSNS 6' Single Sided, Back Mount with Mounting Brackets | 1 | $1,990.00 |
| JXM-STN-6D | DURALIGHT | ILSNS 6' Double Sided | 1 | $2,320.00 |
| JXM-STN-8S-TM | DURALIGHT | ILSNS 8' Single Sided, Top Mount | 1 | $2,650.00 |
| JXM-STN-8S-BM | DURALIGHT | ILSNS 8' Single Sided, Back Mount with Mounting Brackets | 1 | $2,650.00 |
| JXM-STN-8D | DURALIGHT | ILSNS 8' Double Sided | 1 | $2,950.00 |
| JXM-STN-10S-TM | DURALIGHT | ILSNS 10' Single Sided, Top Mount | 1 | $3,150.00 |
| JXM-STN-10S-BM | DURALIGHT | ILSNS 10' Single Sided, Back Mount with Mounting Hardware | 1 | $3,500.00 |
| JXM-STN-10D | DURALIGHT | ILSNS 10' Double Sided, Back Mount with Mounting Hardware | 1 | $3,500.00 |

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| ILSN Hanging Hardware Assembly | DURALIGHT | Hanging Hardware Assembly for ILSN Signs consisting of: 2ea AB-0160-62-PNC, 2ea SE-0611, 2ea SE-0371-PNC) | 1 | $210.00 |
| LOGO for ILSN | DURALIGHT | Add Logo / Each (1-3 Colors) | 1 | $79.00 |
| 6' SINGLE SIDED 3M ADDER | DURALIGHT / 3M | 6' SINGLE SIDED 3M ADDER | 1 | $45.00 |
| 8' SINGLE SIDED 3M ADDER | DURALIGHT / 3M | 8' SINGLE SIDED 3M ADDER | 1 | $60.00 |
| 10' SINGLE SIDED 3M ADDER | DURALIGHT / 3M | 10' SINGLE SIDED 3M ADDER | 1 | $76.00 |
| 6' DOUBLE SIDED 3M ADDER | DURALIGHT / 3M | 6' DOUBLE SIDED 3M ADDER | 1 | $92.00 |
| 8' DOUBLE SIDED 3M ADDER | DURALIGHT / 3M | 8' DOUBLE SIDED 3M ADDER | 1 | $122.00 |
| 10' DOUBLE SIDED 3M ADDER | DURALIGHT / 3M | 10' DOUBLE SIDED 3M ADDER | 1 | $152.00 |
| 6' SIGN FACE ONLY, W/O LOGO | DURALIGHT | 6' SIGN FACE ONLY, W/O LOGO | 1 | $690.00 |
| 8' SIGN FACE ONLY, W/O LOGO | DURALIGHT | 8' SIGN FACE ONLY, W/O LOGO | 1 | $760.00 |
| 10' SIGN FACE ONLY, W/O LOGO | DURALIGHT | 10' SIGN FACE ONLY, W/O LOGO | 1 | $840.00 |
| **Street Name Sign 30" High** | | **ILSN signs use Avery brand sheeting-see below for 3M pricing** | | |
| JXM-STN-6S-TM | DURALIGHT | ILSNS 6' Single Sided, Top Mount | 1 | $2,775.00 |
| JXM-STN-6S-BM | DURALIGHT | ILSNS 6' Single Sided, Back Mount with Mounting Brackets | 1 | $2,850.00 |
| JXM-STN-6D | DURALIGHT | ILSNS 6' Double Sided | 1 | $3,375.00 |
| JXM-STN-8S-TM | DURALIGHT | ILSNS 8' Single Sided, Top Mount | 1 | $3,450.00 |
| JXM-STN-8S-BM | DURALIGHT | ILSNS 8' Single Sided, Back Mount with Mounting Brackets | 1 | $3,565.00 |
| JXM-STN-8D | DURALIGHT | ILSNS 8' Double Sided | 1 | $4,200.00 |
| JXM-STN-10S-TM | DURALIGHT | ILSNS 10' Single Sided, Top Mount | 1 | $4,275.00 |
| JXM-STN-10S-BM | DURALIGHT | ILSNS 10' Single Sided, Back Mount with Mounting Hardware | 1 | $4,390.00 |
| JXM-STN-10D | DURALIGHT | ILSNS 10' Double Sided, Back Mount with Mounting Hardware | 1 | $5,175.00 |
| JXM-BLK2424 | DURALIGHT | 24"x24" Blank Out Sign | 1 | $2,370.00 |
| JXM-BLK2430 | DURALIGHT | 24"x30" Blank Out Sign | 1 | $2,820.00 |
| JXM-BLK2436 | DURALIGHT | 24"x36" Blank Out Sign | 1 | $3,270.00 |
| JXM-BLK3030 | DURALIGHT | 30"x30" Blank Out Sign | 1 | $3,270.00 |
| JXM-BLK3036 | DURALIGHT | 30"x36" Blank Out Sign | 1 | $3,870.00 |
| JXM-BLK3636 | DURALIGHT | 36"x36" Blank Out Sign | 1 | $4,470.00 |
| JXM-ST-BM | DURALIGHT | Back Mount Hardware | 1 | $75.00 |
| DURA-ST10 | DURALIGHT | 40W DURA-ST LED Cobrahead Roadway Lighting | 1 | $306.00 |
| DURA-ST15 | DURALIGHT | 65W DURA-ST LED Cobrahead Roadway Lighting | 1 | $320.00 |
| DURA-ST20 | DURALIGHT | 100W DURA-ST LED Cobrahead Roadway Lighting | 1 | $385.00 |
| DURA-ST25 | DURALIGHT | 140W DURA-ST LED Cobrahead Roadway Lighting | 1 | $432.00 |
| DURA-ST40 | DURALIGHT | 185W DURA-ST LED Cobrahead Roadway Lighting | 1 | $462.00 |
| DURA-ST40S | DURALIGHT | 220W DURA-ST LED Cobrahead Roadway Lighting | 1 | $522.00 |
| DURA-ST25-CM | DURALIGHT | 140W DURA-ST LED Cobrahead Roadway Lighting with Camera | 1 | $1,230.00 |
| DURA-ST40-CM | DURALIGHT | 185W DURA-ST LED Cobrahead Roadway Lighting with Camera | 1 | $1,320.00 |
| DURA-STR10 | DURALIGHT | 40W DURA-ST LED Cobrahead Roadway Lighting | 1 | $230.00 |
| DURA-STR10A | DURALIGHT | 55W DURA-ST LED Cobrahead Roadway Lighting | 1 | $245.00 |
| DURA-STR15 | DURALIGHT | 65W DURA-ST LED Cobrahead Roadway Lighting | 1 | $260.00 |
| DURA-STR20 | DURALIGHT | 100W DURA-ST LED Cobrahead Roadway Lighting | 1 | $290.00 |
| DURA-STR25 | DURALIGHT | 120W DURA-ST LED Cobrahead Roadway Lighting | 1 | $320.00 |
| DURA-STR25B | DURALIGHT | 140W DURA-ST LED Cobrahead Roadway Lighting | 1 | $340.00 |
| DURA-STR25C | DURALIGHT | 150W DURA-ST LED Cobrahead Roadway Lighting | 1 | $355.00 |
| DURA-STR40 | DURALIGHT | 185W DURA-ST LED Cobrahead Roadway Lighting | 1 | $462.00 |
| DURA-STR40D | DURALIGHT | 220W DURA-ST LED Cobrahead Roadway Lighting | 1 | $522.00 |
| JXM-ST140-3 | DURALIGHT | 40W DURA-ST LED Cobrahead Roadway Lighting | 1 | $306.00 |
| JXM-ST140 | DURALIGHT | 130W DURA-ST LED Cobrahead Roadway Lighting | 1 | $320.00 |
| JXM-ST140-4 | DURALIGHT | 150W DURA-ST LED Cobrahead Roadway Lighting | 1 | $355.00 |
| JXM-ST180-3 | DURALIGHT | 170W DURA-ST LED Cobrahead Roadway Lighting | 1 | $385.00 |
| JXM-ST180 | DURALIGHT | 200W DURA-ST LED Cobrahead Roadway Lighting | 1 | $462.00 |
| JXM-ST180-4 | DURALIGHT | 250W DURA-ST LED Cobrahead Roadway Lighting | 1 | $613.00 |
| JXM-ST180-4-1 | DURALIGHT | 285W DURA-ST LED Cobrahead Roadway Lighting | 1 | $710.00 |
| JXM-ST180-4-2 | DURALIGHT | 320W DURA-ST LED Cobrahead Roadway Lighting | 1 | $740.00 |
| JXM-ST110LED | DURALIGHT | 135W DURA-ST LED ShoeBox Roadway Lighting | 1 | $820.00 |
| JXM-ST15SB | DURALIGHT | 150W DURA-STSB LED ShoeBox Roadway Lighting | 1 | $540.00 |
| JXM-ST20SB | DURALIGHT | 200W DURA-STSB LED ShoeBox Roadway Lighting | 1 | $570.00 |
| JXM-ST 30SB | DURALIGHT | 300W DURA-STSB LED ShoeBox Roadway Lighting | 1 | $740.00 |

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| JXM-STSB-S40 | DURALIGHT | 400W DURA-STSB LED ShoeBox Roadway Lighting | 1 | $775.00 |
| JXM-STSB-S45 | DURALIGHT | 450W DURA-STSB LED ShoeBox Roadway Lighting | 1 | $785.00 |
| JXM-STSB-S50 | DURALIGHT | 500W DURA-STSB LED ShoeBox Roadway Lighting | 1 | $805.00 |
| JXM-ST-HM6-A | DURALIGHT | 500W LED High Mast Luminaires | 1 | $1,325.00 |
| JXM-ST-HM6-B | DURALIGHT | 500W LED High Mast Luminaires | 1 | $1,325.00 |
| JXM-ST-HM6-S | DURALIGHT | 500W LED High Mast Luminaires | 1 | $1,325.00 |
| JXM-ST-HMBR | DURALIGHT | High Mast Mounting Bracket Fixture Assembly | 1 | $198.00 |
| JXM-ST-HMNFL | DURALIGHT | High Mast Neighborhood Friendly Lens  Fixture Assembly | 1 | $306.00 |
| JXM-ST-HMNS | DURALIGHT | High Mast Nusiance Shield Fixture Assembly | 1 | $198.00 |
| JXM-ST-A1 | DURALIGHT | 35W LED Flood Light | 1 | $174.00 |
| JXM-ST-A2 | DURALIGHT | 35W LED Flood Lig65 | 1 | $215.00 |
| JXM-ST-A3 | DURALIGHT | 130W LED Flood Light | 1 | $320.00 |
| JXM-ST-A4 | DURALIGHT | 185W LED Flood Light | 1 | $520.00 |
| JXM-ST-A5 | DURALIGHT | 240W LED Flood Light | 1 | $585.00 |
| JXM-ST-A5L | DURALIGHT | 300W LED Flood Light | 1 | $660.00 |
| JXM-ST-WPK1 | DURALIGHT | 30W LED Wall Pack | 1 | $152.00 |
| JXM-ST-WPK2 | DURALIGHT | 60W LED Wall Pack | 1 | $230.00 |
| JXM-ST-WPK3 | DURALIGHT | 80W LED Wall Pack | 1 | $245.00 |
| JXM-ST-LB40 | DURALIGHT | 55W LED Low Bay Fixture | 1 | $308.00 |
| JXM-ST-LB80 | DURALIGHT | 75W LED Low Bay Fixture | 1 | $308.00 |
| JXM-ST-HB | DURALIGHT | 150W LED High Bay Fixture | 1 | $460.00 |
| JXM-ST-HB1 | DURALIGHT | 200W LED High Bay Fixture | 1 | $510.00 |
| JXM-ST-HB2 | DURALIGHT | 300W LED High Bay Fixture | 1 | $570.00 |
| Blank Out Sign  Speciality | DURALIGHT | Blank Out Sign  Speciality | 1 | $5,500.00 |
| | | | 1 | |
| 1095-030 | ECONOLITE | Autoscope Easy Lock Connector as spare (Solo Terra Only) | 1 | $35.00 |
| 1133-029 | ECONOLITE | PC Ethernet Adaptor | 1 | $47.00 |
| 1141-011 | ECONOLITE | Mini USB to PC Cable Adapter | 1 | $9.00 |
| 119-1003-501 | ECONOLITE | 2070 2E TEES-2009 | 1 | $1,700.00 |
| 2070C125550  Controller (COH) | ECONOLITE | 2070C Controller for City of Houston | 1 | $5,080.00 |
| 2070E6D5500  Controller (COSA) | ECONOLITE | 2070E Controller for City of San Antonio | 1 | $5,080.00 |
| 211-1012-501 | ECONOLITE | C11 Interface Cable to TAP or single RVT | 1 | $125.00 |
| 211-1012-502 | ECONOLITE | C11 Interface Cable to four (4) RVT | 1 | $161.00 |
| 211-1028-501 | ECONOLITE | C1-Y Cable Connects AVIO24 to 2070/170 C1 | 1 | $865.00 |
| 220-1000-501 | ECONOLITE | ARVP2CBL-RVP2 I/O Interface Cable | 1 | $86.00 |
| 222-1002-501  AVIO24 Module | ECONOLITE | Vision I/O 24 Module  Provides 33X TEES, TS1 & TS2 parallel I/O | 1 | $790.00 |
| 222-1004-501 | ECONOLITE | Comm Manager Y cable  Connects AVCM to AVIO24 & SDLC | 1 | $93.00 |
| 222-1004-502 | ECONOLITE | I/O 24 Cable  connects AVCM to AVIO24 | 1 | $42.00 |
| 332 Traffic Signal Cabinet Assembly | ECONOLITE | 332 Traffic Signal Cabinet Assembly(City of San Antonio) | 1 | $19,605.00 |
| 33274G5 | ECONOLITE | SDLC Cable for TS2 Cab 12 Foot | 1 | $450.00 |
| 333S Cabinet Assembly w/o Controller and with Plug Ins | ECONOLITE | 333S Cabinet Assembly w/o Controller and w/Plug Ins | 1 | $24,600.00 |
| 333S Hybrid Cabinet Assembly w/ Controller and with Plug Ins | ECONOLITE | 333S ATCC Cabinet Assembly w/o Controller and with Plug Ins (City of League City) | 1 | $33,050.00 |
| 33457G57 | ECONOLITE | C4 Green & Red Interface Cable (332) | 1 | $255.00 |
| 33550G5 | ECONOLITE | SDLC Cable in TEES 33x or TS1 cabinet, with no MMU AVCM to Port 1 | 1 | $100.00 |
| 33550G8 | ECONOLITE | SDLC Cable to 2070-2A &C1, in TEES 33x cabinet | 1 | $135.00 |
| 34329G1 | ECONOLITE | Load switch Green/Red Interface Panel | 1 | $95.00 |
| 34909G1 | ECONOLITE | Shelf-Mount Enclosure-Blue (AC Power adapter must be ordered separately) | 1 | $99.00 |
| 34974P1 | ECONOLITE | AC Power Adapter for TMIB Standalone Closure | 1 | $22.00 |
| 34974P4 | ECONOLITE | 120 VAC Power Adaptor for 34909G1 enclosure (optional) | 1 | $25.00 |
| A700-1030 | ECONOLITE | ARVP2 -Autoscope RackVision Pro-2 MVP | 1 | $2,475.00 |
| A700-1166-01  AVCM | ECONOLITE | Vision Comm Manager | 1 | $4,350.00 |
| A700-1172 | ECONOLITE | AVISION Video Sensor | 1 | $6,975.00 |
| Additional Centracs License | ECONOLITE | Additional Centracs License (10 License add-on) | 1 | $15,000.00 |
| ARVP1 | ECONOLITE | Autoscope RackVision Pro 1 MVP | 1 | $1,615.00 |
| ARVP2 | ECONOLITE | Autoscope RackVision Pro 2 | 1 | $2,475.00 |
| ARVP2CBL | ECONOLITE | RackVision I/O Interface Cable | 1 | $86.00 |
| ASENSE-CONNECT | ECONOLITE | FlexConnect with mounting bracket (1133-274 | 1 | $1,780.00 |
| ASENSE-CONNECT-PS | ECONOLITE | FlexConnect Power Supply: Idustrial rated cabinet power adapter (1133-279) | 1 | $280.00 |

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| ASENSE-CONNECT-PWRCBL | ECONOLITE | FlexConnect Power Cord: Cord to connect FlexConnect with cabinet terminal blocks (133-278) | 1 | $37.00 |
| ASENSE-CONNECT-SDLC | ECONOLITE | FlexConnect Straight Cable (3'): Thru cable to connect FLEX-CONN-M to spare SDLC port (1133-280) | 1 | $305.00 |
| ASENSE-CONNECT-YCBL | ECONOLITE | FlexConnect Y-Cable: Splitter cable to connect FLEX-CONN-M to existing SDLC port or hub (1133-277) | 1 | $434.00 |
| ASENSE-CTRL-EXT | ECONOLITE | AccuSense EX Card (1133-250) | 1 | $725.00 |
| ASENSE-CTRL-M | ECONOLITE | AccuSense Control (rack mount) (1133-243) | 1 | $3,500.00 |
| ASENSE-CTRL-M-E | ECONOLITE | AccuSense Control (rack mount) with Enhanced Ethernet (1133-244) | 1 | $5,275.00 |
| ASENSE-ENCLOSURE | ECONOLITE | APCC metal enclosure, shelf mount, 2-slots (1133-275) | 1 | $800.00 |
| ASENSE-ENCLOSURE-CBL | ECONOLITE | APCC enclosure detector output cable, 10' (1133-276) | 1 | $250.00 |
| ASENSE-FLX-ANT1 | ECONOLITE | Standard External Antenna (1133-254) | 1 | $375.00 |
| ASENSE-FLX-ANT2 | ECONOLITE | Long Range External Antenna (1133-255) | 1 | $540.00 |
| ASENSE-ISO-2 | ECONOLITE | AccuSense Isolator for AcceSense Control | 1 | $937.00 |
| ASENSE-KIT-MTG | ECONOLITE | Universal Mounting Bracket (1133-256) | 1 | $291.00 |
| ASENSE-MAG2-F | ECONOLITE | Flush-Mount MAG2 Wireless Sensor (Freeways/Arterials/Traffic Signal Control) (1133-261) | 1 | $1,060.00 |
| ASENSE-MAG2-GR-F | ECONOLITE | Grind Resistant Wireless Sensor (Freeways/Arterials/Traffic Signal Control) (1133-259) | 1 | $1,060.00 |
| ASENSE-MAG2-GR-T | ECONOLITE | Grind Resistant Wireless Sensor (Traffic Signal Control only) (1133-260) | 1 | $860.00 |
| ASENSE-MAG2-T | ECONOLITE | Flush-Mount MAG2 Wireless Sensor (Traffic Signal Control only) (1133-262) | 1 | $860.00 |
| ASENSE-MR-2 | ECONOLITE | Flush-Mount MicroRadar TM Sensor (Bicycle Applications) (1133-263) | 1 | $1,110.00 |
| ASENSE-RADIO | ECONOLITE | Accusense Radio for AccuSense Control (rack mount) (1133-248) | 1 | $1,275.00 |
| ASENSE-RPT | ECONOLITE | AccuSense Repeat (1133-251) | 1 | $2,800.00 |
| ASENSE-RPT-BAT-3 | ECONOLITE | Replacement Battery Pack ASENSE-RPT-2YR, ASENSE-RPTFLX-2YR (1133-266) | 1 | $147.00 |
| ASENSE-RPT-FLX | ECONOLITE | AccuSense Repeat Flex (1133-252) | 1 | $3,700.00 |
| ATC 340 Cabinet ATC | ECONOLITE | ITS 340 Cabinet | 1 | $34,500.00 |
| ATC Rack Mount Controller | ECONOLITE | ATC Rack Mount Controller | 1 | $5,000.00 |
| ATCC model 332 Cabinet No Controller 16/24 | ECONOLITE | ATC model 332 Cabinet No Controller | 1 | $30,000.00 |
| ATCC model 332 Cabinet w/ Controller 16/24 | ECONOLITE | ATC model 332 Cabinet w/ Controller | 1 | $35,000.00 |
| ATCC model 332 Cabinet No Controller 32/48 | ECONOLITE | ATC model 332 Cabinet No Controller | 1 | $33,000.00 |
| ATCC model 332 Cabinet w/ Controller 32/48 | ECONOLITE | ATC model 332 Cabinet No Controller | 1 | $38,000.00 |
| Centracs Annual Services Renewal | ECONOLITE | Centracs Annual Services Renewal | 1 | |
| Centracs DCMS | ECONOLITE | Centracs DCMS Module | 1 | $110,000.00 |
| Centracs Level 1 Server | ECONOLITE | Centracs Level 1 Server | 1 | $15,000.00 |
| Centracs Level 2 Server | ECONOLITE | Centracs Level 2 Server | 1 | $30,000.00 |
| Centracs SMA Basic | ECONOLITE | Centracs SMA Basic (25 License) | 1 | $15,000.00 |
| Centracs 25 Licenses | ECONOLITE | Centracs 25 Licenses | 1 | $75,000.00 |
| Centracs 50 Licenses | ECONOLITE | Centracs 50 Licenses | 1 | $125,000.00 |
| Centracs 100 Licenses | ECONOLITE | Centracs 100 Licenses | 1 | $175,000.00 |
| Centracs Advanced CCTV Module | ECONOLITE | CCTV Module - up to 50 cameras | 1 | $60,000.00 |
| Centracs BlueToad Module | ECONOLITE | Centracs BlueToad Module | 1 | $33,000.00 |
| Centracs C-2-C Module | ECONOLITE | Centracs C-2-C | 1 | $60,500.00 |
| Centracs Edaptive-10 | ECONOLITE | 10 License of Edaptive, Setup, Includes SPM 1yr | 1 | $22,000.00 |
| Centracs Edaptive-10-A | ECONOLITE | 10 License Annual Service Fee | 1 | $9,350.00 |
| Centracs Edaptive-25 | ECONOLITE | 25 License of Edaptive, Setup, Includes SPM 1yr | 1 | $42,350.00 |
| Centracs Edaptive-25-A | ECONOLITE | 25 License Annual Service Fee | 1 | $23,100.00 |
| Centracs Edaptive-50 | ECONOLITE | 50 License of Edaptive, Setup, Includes SPM 1yr | 1 | $75,900.00 |
| Centracs Edaptive-50-A | ECONOLITE | 50 License Annual Service Fee | 1 | $49,500.00 |
| Centracs Edaptive-100 | ECONOLITE | 100 License of Edaptive, Setup, Includes SPM 1yr | 1 | $143,000.00 |
| Centracs Edaptive-100-A | ECONOLITE | 100 License Annual Service Fee | 1 | $90,200.00 |
| Centracs Edaptive-200 | ECONOLITE | 200 License of Edaptive, Setup, Includes SPM 1yr | 1 | $277,310.00 |
| Centracs Edaptive-200-A | ECONOLITE | 200 License Annual Service Fee | 1 | $181,940.00 |
| Centracs Local Edition 1 Module | ECONOLITE | Centracs L.E. 1 Module | 1 | $5,500.00 |
| Centracs MMS | ECONOLITE | Centracs MMS 100 or less intersections | 1 | $60,500.00 |
| Centracs MOE | ECONOLITE | Centracs MOE 1 Module | 1 | $30,250.00 |
| Centracs SPM-25 | ECONOLITE | 25 License of SPM, Service Setup, Intersection Setup 1yr. | 1 | $31,900.00 |
| Centracs SPM-25-A | ECONOLITE | 25 License, Annual Service Fee | 1 | $13,750.00 |
| Centracs SPM-50 | ECONOLITE | 50 License of SPM, Service Setup, Intersection Setup 1yr. | 1 | $55,000.00 |

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| Centracs SPM-50-A | ECONOLITE | 50 License, Annual Service Fee | 1 | $26,400.00 |
| Centracs SPM-100 | ECONOLITE | 100 License of SPM, Service Setup, Intersection Setup 1yr. | 1 | $101,200.00 |
| Centracs SPM-100-A | ECONOLITE | 100 License, Annual Service Fee | 1 | $57,200.00 |
| Centracs SPM-200 | ECONOLITE | 200 License of SPM, Service Setup, Intersection Setup 1yr. | 1 | $192,500.00 |
| Centracs SPM-200-A | ECONOLITE | 200 License, Annual Service Fee | 1 | $105,600.00 |
| Centracs Mobility Essentials - 25 | ECONOLITE | 25 License of Essentials | 1 | $8,000.00 |
| Centracs Mobility Essentials - 50 | ECONOLITE | 50 License of Essentials | 1 | $16,000.00 |
| Centracs Mobility Essentials - 100 | ECONOLITE | 100 License of Essentials | 1 | $32,000.00 |
| Centracs Mobility Standard - 25 | ECONOLITE | 25 License of Standard | 1 | $15,000.00 |
| Centracs Mobility Standard - 50 | ECONOLITE | 50 License of Standard | 1 | $30,000.00 |
| Centracs Mobility Standard - 100 | ECONOLITE | 100 License of Standard | 1 | $60,000.00 |
| Centracs Mobility Add On | ECONOLITE | Centracs Mobility Add On | | $100,000.00 |
| Centracs Mobility Timing | ECONOLITE | Centracs Mobility Timing - 25 Intersections | 1 | $10,000.00 |
| Centracs Mobility Edaptive | ECONOLITE | Centracs Mobility Edaptive - 25 Intersections | 1 | $10,000.00 |
| COB12110120000 | ECONOLITE | Cobalt ATC 1100 TS2 Type 1 NEMA Controller (Corpus Christi) | 1 | $3,060.00 |
| COB21120110000 | ECONOLITE | Cobalt G Series, TS1,Receptacle w/ 8MB Datakey, NO Communication | 1 | $4,765.00 |
| COBC22121200000000 | ECONOLITE | Cobalt C Series SM EOS V3.2.13 TS1/TS2-2 8MB Datakey | 1 | $3,450.00 |
| COBCRM22100000000000 | ECONOLITE | Cobalt C-Series RM | | $5,500.00 |
| COBGRM22100000000000 | ECONOLITE | Cobalt G-Series RM | 1 | $6,000.00 |
| DEM114 | ECONOLITE | Detector Expansion Module-Slave (207-1003-501) | 1 | $200.00 |
| DEM144 | ECONOLITE | Detector Expansion Module-Master (207-1002-501) | 1 | $340.00 |
| Detector Rack | ECONOLITE | Detector Rack | 1 | $1,200.00 |
| HHC-7000 | ECONOLITE | Coax Modem to Zoom image sensor s/w | 1 | $650.00 |
| ITS 340 Cabinet (COH) | ECONOLITE | ITS 340 Cabinet | 1 | $31,820.00 |
| Module Annual SMA | ECONOLITE | Annual SMA for module | 1 | $27,500.00 |
| Econolite NEMA | ECONOLITE | NEMA Traffic Signal Cabinet | | $24,000.00 |
| | | | | |
| ADU | EDI | Auxillary Display Unit | 1 | $690.00 |
| ADU 2220 | EDI | Auxillary Display Unit 48VDC | 1 | $690.00 |
| BIU 700 | EDI | Bus Interface Unit | 1 | $360.00 |
| BIU 700H | EDI | Bus Interface Unit-Half Width | 1 | $360.00 |
| CMUIP 2122-HV | EDI | Cabinet Monitor Unit with Ethernet Port | 1 | $890.00 |
| CMU-PMG-CARD | EDI | 6 & 12 Channel NEMA Program Card | 1 | $35.00 |
| EDI 200 | EDI | Model 200 Load Switch | 1 | $35.00 |
| EDI 2010ECL | EDI | 170/2070 Monitor, EIA232 | 1 | $820.00 |
| EDI 2010ECL-115 | EDI | 170/2070 Monitor, EIA232, 110VAC 50Hz | 1 | $1,010.00 |
| EDI 2010ECLIP | EDI | 170/2070 type Monitor with Ethernet Port | 1 | $1,060.00 |
| EDI 2018ECLIP | EDI | 18 Ch. 2070 type Monitor w/ Ethernet Port | 1 | $1,180.00 |
| EDI 2018KCLIP | EDI | 18 Ch. 2070 type Monitor w/Datakey | 1 | $1,160.00 |
| EDI 204 | EDI | Model 204 Flasher Caltrans | 1 | $36.00 |
| EDI 210 | EDI | 170 Caltrans Standard Monitor | 1 | $590.00 |
| EDI 210C | EDI | 170 Standard Monitor | 1 | $590.00 |
| EDI 210PB | EDI | 210/2010 Program Board Standard | 1 | $58.00 |
| EDI 2202-HV | EDI | HDSPFU Loadswitch/Flasher 120VAC | 1 | $286.00 |
| EDI 242L | EDI | 242 DC Isolator | 1 | $62.00 |
| EDI 244L | EDI | 244L DC Isolator | 1 | $88.50 |
| EDI 510 | EDI | Discrete Load Switch | 1 | $36.00 |
| EDI 810 | EDI | Dual Circuit Type 3 Flasher | 1 | $35.00 |
| LM222 | EDI | 2 CH. Rack Mount Detector | 1 | $122.00 |
| LM622 | EDI | 2 CH. NEMA TS2 Rack Detector | 1 | $120.00 |
| LMD222 | EDI | 2 CH. DFLCT Rack Detector | 1 | $122.00 |
| LMD224 | EDI | 4 CH. DFLCT Rack Mount Detector | 1 | $340.00 |
| LMD301T | EDI | Single Ch. Self Det. w/Deflectometer | 1 | $240.00 |
| LMD622T | EDI | 2 CH. DFLCT Rack TS2 Detector w/Timing | 1 | $160.00 |
| LMD624 | EDI | 4 CH. DFLCT TS2 Rack Mount Detector | 1 | $325.00 |
| LMD624T | EDI | 4 CH. DFLCT TS2 Rack Mount Det. w/Timing | 1 | $380.00 |
| LMH8 | EDI | Harness, Loop Monitor, 8 ft, 11 pin | 1 | $62.00 |
| MMU16E | EDI | 16 Ch. Enhanced TS2 NEMA Monitor | 1 | $960.00 |

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| MMU16-EXT-CARD | EDI | MMU16E/LE Test Program Card | 1 | $280.00 |
| MMU16LE-PGM-CARD | EDI | MMU16E/LE Program Card | 1 | $76.00 |
| MMU2-16LE | EDI | 16 Ch. LCD Enhanced TS2 Smart Monitor | 1 | $1,080.00 |
| MMU2-16LEIP | EDI | 16 Ch. LCD Enhanced TS2 Smart Monitor | 1 | $1,300.00 |
| MONITORKEY-USB | EDI | CMU Data Key Programming Tool | 1 | $620.00 |
| NSM12E | EDI | 12 Ch. Enhanced NEMA Monitor | 1 | $960.00 |
| ORACLE2E | EDI | 2 CH. LCD Rack Mount Detector | 1 | $280.00 |
| ORACLE2EC | EDI | 2 CH. LCD R.Mnt Det. With Count Outputs | 1 | $360.00 |
| ORACLE4E | EDI | 4 CH. LCD Rack Mount Detector | 1 | $398.00 |
| ORACLES1E | EDI | Single CH. LCD Shelf Mount Det | 1 | $330.00 |
| PS175B | EDI | TS-1 Heavy Duty Rack Power Supply | 1 | $280.00 |
| PS206L | EDI | Switching Cabinet Power Supply | 1 | $328.00 |
| PS216EP-2412 | EDI | Model 216EP-2412 Cabinet Power Supply | 1 | $740.00 |
| PS250 | EDI | TS-2 Heavy Duty Cabinet Power Supply | 1 | $580.00 |
| R-TR-200 (**RENO Product**) | EDI | Flash Transfer Relay | 1 | $38.00 |
| SIU 2218 | EDI | Serial Interface Unit Hald Width | 1 | $350.00 |
| SSM12LE | EDI | 12 Ch. LCD Enhanced NEMA Monitor | 1 | $990.00 |
| SSM12LEC | EDI | 12 Ch. LCD Enh. NEMA Mon w/EPAC Comm. | 1 | $1,120.00 |
| SSM12LEIP | EDI | 12 CH. LCD Enhanced NEMA Mon w/ethernet | 1 | $1,202.00 |
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| ASC/3 "D" Cable | HENKE | With Preempt Only | 1 | $90.00 |
| CIP Main ACP340 | HENKE | CIP Main ACP340 | 1 | $286.00 |
| CX06-M LPU (HE75CXR) | HENKE / EDCO | Surge Suppressor | 1 | $105.00 |
| DIN 12010-10 | HENKE | Dinrail 10 Cam (No CX06's) | 1 | $780.00 |
| DIN 12010-3 | HENKE | Dinrail 3 Cam (No CX06's) | 1 | $535.00 |
| DIN 12010-4 | HENKE | Dinrail 4 Cam (No CX06's) | 1 | $565.00 |
| DIN 12010-5 | HENKE | Dinrail 5 Cam (No CX06's) | 1 | $595.00 |
| DIN 12010-6 | HENKE | Dinrail 6 Cam (No CX06's) | 1 | $625.00 |
| DIN 12010-7 | HENKE | Dinrail 7 Cam (No CX06's) | 1 | $655.00 |
| DIN 12010-8 | HENKE | Dinrail 8 Cam (No CX06's) | 1 | $725.00 |
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| GPS 16X HVS | GARMIN | GPS unit with Cable and Connector | 1 | $210.00 |
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| **LMR240** | | | | |
| CAB-0032TN | INTUICOM | 3 Foot Coxial Cable with N(M) to TNC(M) Connector, 1 dB loss,0.24" diameter | LF | $78.00 |
| CAB-0032NN | INTUICOM | 3 Foot Coxial Cable with N(M) type Connector, 1 dB loss,0.24" diameter | LF | $78.00 |
| CAB-0062NN | INTUICOM | 6 Foot Coxial Cable with N(M) type Connector, 1 dB loss,0.24" diameter | LF | $81.00 |
| CAB-0102NN | INTUICOM | 10 Foot Coxial Cable with N(M) type Connector, 1 dB loss,0.24" diameter | LF | $103.00 |
| **LMR400** | | | | |
| CAB-0104NN | INTUICOM | 10 Foot Coxial Cable with N(M) type Connector, 1 dB loss,0.4" diameter | LF | $103.00 |
| CAB-0204NN | INTUICOM | 20 Foot Coxial Cable with N(M) type Connector, 1 dB loss,0.4" diameter | LF | $155.00 |
| CAB-0304NN | INTUICOM | 30 Foot Coxial Cable with N(M) type Connector, 2 dB loss,0.4" diameter | LF | $180.00 |
| CAB-0504NN | INTUICOM | 50 Foot Coxial Cable with N(M) type Connector, 2 dB loss,0.4" diameter | LF | $240.00 |
| CAB-0754NN | INTUICOM | 75 Foot Coxial Cable with N(M) type Connector, 3 dB loss,0.4" diameter | LF | $268.00 |
| CAB-1004NN | INTUICOM | 100 Foot Coxial Cable with N(M) type Connector, 4 dB loss,0.4" diameter | LF | $320.00 |
| CAB-LMR 400 | INTUICOM | LMR 0.4" Diameter Coaxial Cable, No Connectors, Cost per Foot | LF | $3.00 |
| **LMR600** | | | | |
| CAB-LMR 600 | INTUICOM | Cable \| Per Foot Coaxial Cable LMR600\| 1 dB Loss - 0.6" Diameter ~ Excludes: N(M) Connectors | LF | $8.00 |
| **CAT5E** | | | | |
| CAB-CAT5E | INTUICOM | Cable \| Per Foot Custom - Outdoor Ethernet CAT5 ~ Includes: RJ45 Shielded Connectors | LF | $2.00 |
| **CONNECTORS** | | | | |
| EZ-400-NMH-D | INTUICOM | Cable \| Connector - Crimp Style for LMR400 Coaxial Cable | 1 | $21.00 |
| EZ-600-NMH-D | INTUICOM | Cable \| Connector - Crimp Style for LMR 600 Coaxial Cable | 1 | $41.00 |
| FIP4-RJ45-C5E | INTUICOM | Cable \| Connector - CAT5E RJ45 Shielded for Outdoor Ethernet CAT5 | 1 | $4.00 |
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| ECHO-KIT | ISS | RTMS ECHO side-fire radar unit includes mounting bracket and 50' CAT5e cable | 1 | $6,150.00 |
| ITS-ISS-ECHO-SP | ISS | Surge Panel for RTMS ECHO | 1 | $640.00 |

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| AID-WW-710 | ISS | Wrong Way vehicle detection system includes wrong way detection processor, multi-lens camera, camera mounting bracket, countermeasure activation module, and 120 VAC power supply. Alert Trust must be included. | 1 | $8,620.00 |
| AID-WW-AT-720 | ISS | Alert Trust certified monitoring for one (1) yaer agreement. Pricing is per year, per site. | 1 | $2,150.00 |
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| USB Mouse | LOGITECH | USB Mouse | 1 | $28.00 |
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| M27164 | McCAIN | Mount Clamshell - Black | 1 | $93.00 |
| M27168 | McCAIN | Mount Clamshell - Yellow | 1 | $93.00 |
| M31825 | McCAIN | 16" Ped Sig AL - Yellow | 1 | $240.00 |
| M31826 | McCAIN | 16" Ped Sig AL - Black | 1 | $240.00 |
| M64947 | McCAIN | 16" Ped Sig Poly Yellow or Black | 1 | $173.00 |
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| 578-1 | Mitchell Tech. (Western Systems) | 8 Phase Display, Standard Cable | 1 | $700.00 |
| 578-1A | Mitchell Tech. (Western Systems) | 8 Phase Display, Quick Connect Option | 1 | $755.00 |
| 578-1B | Mitchell Tech. (Western Systems) | Spare Quick Connect Accessory Cable for models 578-1A, 578F-1A, 578NT-1A | 1 | $145.00 |
| 578-2B | Mitchell Tech. (Western Systems) | Spare Quick Connect Accessory Cable for models 578-2A | 1 | $120.00 |
| 578F-1 | Mitchell Tech. (Western Systems) | 8 Phase Display, Yellow Flashing Arrow, Standard Cable | 1 | $780.00 |
| 578F-1A | Mitchell Tech. (Western Systems) | 8 Phase Display, Yellow Flashing Arrow, Quick Connect Option | 1 | $940.00 |
| 578NT-1 | Mitchell Tech. (Western Systems) | 8 Phase Intersection Layout Display, Standard Cable | 1 | $780.00 |
| 578NT-1A | Mitchell Tech. (Western Systems) | 8 Phase Intersection Layout Display, Quick Connect Option | 1 | $940.00 |
| 578-2 | Mitchell Tech. (Western Systems) | 4 Overlap & 4 Auxillary Display, Standard Cable | 1 | $455.00 |
| 578-2A | Mitchell Tech. (Western Systems) | 4 Overlap & 4 Auxillary Display, Quick Connect Option | 1 | $560.00 |
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| STS-22DC1 | ORANGE TRAFFIC | GPS Time Sync Kit, DC, RS-232 with GPS Antenna, 6' cable | 1 | $890.00 |
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| 24 HR - AC-TX AC Flasher Cabinet Full Assembly | PARADIGM TRAFFIC SYSTEMS | AC Flasher Cabinet Assy consisting of flasher cabinet, mount, 20' Ped Pole Assembly,and 2 Yellow Beacons(VAC) | 1 | $4,000.00 |
| 24 HR - DC, Solar -TX Solar Flasher Cabinet and solar components | PARADIGM TRAFFIC SYSTEMS | Solar Flasher Assy consisting of solar flasher cabinet, solar components, 20' Ped Pole Assembly, and 2 Yellow Beacons(VDC) | 1 | $5,500.00 |
| A6001640TXDT | PARADIGM TRAFFIC SYSTEMS | Ground Box, 17"x30"x18" 20K Rating | 1 | $3,500.00 |
| A6001640X22 | PARADIGM TRAFFIC SYSTEMS | Ground Box, 17"x30"x22" | 1 | $3,500.00 |
| AN22Y33BATT44ERY Level 1 | PARADIGM TRAFFIC SYSTEMS | Battery | 1 | $500.00 |
| AN22Y33BATT44ERY Level 2 | PARADIGM TRAFFIC SYSTEMS | Battery | 1 | $2,000.00 |
| AN22Y33BATT44ERY Level 3 | PARADIGM TRAFFIC SYSTEMS | Battery | 1 | $5,000.00 |
| Analytics System | PARADIGM TRAFFIC SYSTEMS | Analytics System | Per Intersection | $75,000.00 |
| Applicator | PARADIGM TRAFFIC SYSTEMS | Applicator | 1 | $725.00 |
| ATCC Key Burner | PARADIGM TRAFFIC SYSTEMS | ATCC Key Burner | 1 | $1,200.00 |
| Uninterruptible Power Supply | PARADIGM TRAFFIC SYSTEMS | UPS System | 1 | $12,000.00 |
| Uninterruptible Power Supply Miscellaneous Component | PARADIGM TRAFFIC SYSTEMS | UPS System Components | 1 | $3,500.00 |
| BATTERY TESTER KIT | PARADIGM TRAFFIC SYSTEMS | Battery Tester Kit w/Tester, Probes, Case | 1 | $9,000.00 |
| Cabinet Display Unit | PARADIGM TRAFFIC SYSTEMS | Cabinet Display Unit | 1 | $1,000.00 |
| Cable Level 1 | PARADIGM TRAFFIC SYSTEMS | Cable | Ft | $2.00 |
| Cable Level 2 | PARADIGM TRAFFIC SYSTEMS | Cable | Ft | $5.00 |
| Cable Level 3 | PARADIGM TRAFFIC SYSTEMS | Cable | Ft | $15.00 |
| COMPUTER Level 1 | PARADIGM TRAFFIC SYSTEMS | Computer Component | 1 | $500.00 |
| COMPUTER Level 2 | PARADIGM TRAFFIC SYSTEMS | Computer Component | 1 | $5,000.00 |
| COMPUTER Level 3 | PARADIGM TRAFFIC SYSTEMS | Computer Component | 1 | $20,000.00 |
| DATA KEY 8MB | PARADIGM TRAFFIC SYSTEMS | Data Key/Jump Drive 8MB | 1 | $120.00 |
| DSRC Radio | PARADIGM TRAFFIC SYSTEMS | 5.9GHZ radio for V2V | 1 | $5,700.00 |
| Expoxy Tube | PARADIGM TRAFFIC SYSTEMS | Expoxy Tube each | 1 | $175.00 |
| Level 1 Ethernet Switch | PARADIGM TRAFFIC SYSTEMS | Level 1 Ethernet Switch | 1 | $1,100.00 |
| Level 2 Ethernet Switch | PARADIGM TRAFFIC SYSTEMS | Level 2 Ethernet Switch | 1 | $1,650.00 |
| Level 3 Ethernet Switch | PARADIGM TRAFFIC SYSTEMS | Level 3 Ethernet Switch | 1 | $3,500.00 |
| Level 4 Ethernet Switch | PARADIGM TRAFFIC SYSTEMS | Level 4 Ethernet Switch | 1 | $8,000.00 |

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| Level 5 Ethernet Switch | PARADIGM TRAFFIC SYSTEMS | Level 5 Ethernet Switch | 1 | $28,000.00 |
| Level 6 Ethernet Switch | PARADIGM TRAFFIC SYSTEMS | Level 6 Ethernet Switch | 1 | $55,000.00 |
| Level 1 Miscellaneous Traffic Component | PARADIGM TRAFFIC SYSTEMS | Miscellaneous Traffic Component | 1 | $100.00 |
| Level 2 Miscellaneous Traffic Component | PARADIGM TRAFFIC SYSTEMS | Miscellaneous Traffic Component | 1 | $350.00 |
| Level 3 Miscellaneous Traffic Component | PARADIGM TRAFFIC SYSTEMS | Miscellaneous Traffic Component | 1 | $1,000.00 |
| Level 4 Miscellaneous Traffic Component | PARADIGM TRAFFIC SYSTEMS | Miscellaneous Traffic Component | 1 | $6,000.00 |
| Level 5 Miscellaneous Traffic Component | PARADIGM TRAFFIC SYSTEMS | Miscellaneous Traffic Component | 1 | $10,000.00 |
| LED Component | PARADIGM TRAFFIC SYSTEMS | LED Component | 1 | $5,000.00 |
| MISCANYCAB | PARADIGM TRAFFIC SYSTEMS | Miscellaneous Cabinet Equipment | 1 | $40,000.00 |
| MISCSOL25 | PARADIGM TRAFFIC SYSTEMS | Miscellaneous Solar Equipment | 1 | $5,000.00 |
| MONITOR | PARADIGM TRAFFIC SYSTEMS | Wall Mount Monitor | 1 | $3,500.00 |
| Nema Traffic Signal Cabinet Assembly | PARADIGM TRAFFIC SYSTEMS | Nema Traffic Signal Cabinet Assembly | 1 | $21,000.00 |
| Powder Coating | PARADIGM TRAFFIC SYSTEMS | Powder Coat | Per Each | $2,000.00 |
| PTSI ATCC Cabinet No Controller | PARADIGM TRAFFIC SYSTEMS | ATC Cabinet No Controller | 1 | $35,000.00 |
| PTSI ATCC Cabinet w/ Controller | PARADIGM TRAFFIC SYSTEMS | ATC Cabinet w/ Controller | 1 | $40,000.00 |
| PTSI Cabinet Rehab | PARADIGM TRAFFIC SYSTEMS | Cabinet Rehab | 1 | $25,000.00 |
| PTSI Pole Mount Cab | PARADIGM TRAFFIC SYSTEMS | Pole Mount Cabinet | 1 | $22,000.00 |
| PTSI Ground Mount Cab | PARADIGM TRAFFIC SYSTEMS | Ground Mount Cabinet | 1 | $22,000.00 |
| PTSI-340 NEMA-TS-1 | PARADIGM TRAFFIC SYSTEMS | University Park Cabinet with 4 doors to include; controller, plug-ins, MMU2, BBU System | 1 | $35,000.00 |
| PTSI-340NEMA TS1 | PARADIGM TRAFFIC SYSTEMS | TS1 Cabinet Assy | 1 | $23,000.00 |
| PTSI-Duncanville P44 Cabinet Assembly | PARADIGM TRAFFIC SYSTEMS | PTSI-Duncanville P44 Cabinet Assembly Double Door, No Controller, No Power Supply, No MMU, No Detectors, Only 2 BIU's | 1 | $20,000.00 |
| PTZ / CCTV CAMERA ASSEMBLY | PARADIGM TRAFFIC SYSTEMS | PTZ / CCTV Camera | 1 | $8,000.00 |
| 900 MHz to 5.8 GHz Radio | PARADIGM TRAFFIC SYSTEMS | Radio | 1 | $4,000.00 |
| Radio Antenna | PARADIGM TRAFFIC SYSTEMS | Radio Antenna | 1 | $2,500.00 |
| Radio Data Transciever | PARADIGM TRAFFIC SYSTEMS | Radio Data Transciever | 1 | $3,000.00 |
| Radio Miscellaneous | PARADIGM TRAFFIC SYSTEMS | Radio Miscellaneous | 1 | $600.00 |
| RRFB System | PARADIGM TRAFFIC SYSTEMS | RRFB System | 1 | $12,500.00 |
| Screw in Anchor | PARADIGM TRAFFIC SYSTEMS | Screw-In Anchor for Ped Poles | 1 | $1,600.00 |
| Signal Head, Complete, 3 Sec - No Hardware | PARADIGM TRAFFIC SYSTEMS | 3 Section Signal Head w/ Tunnel Visor, LED & Bkplt | 1 | $715.00 |
| Signal Head, Complete, 4 Sec - No Hardware | PARADIGM TRAFFIC SYSTEMS | 4 Section Signal Head w/ Tunnel Visor, LED & Bkplt | 1 | $1,070.00 |
| Signal Head, Complete, 5 Sec - No Hardware | PARADIGM TRAFFIC SYSTEMS | 5 Section pignal Head w/ Tunnel Visor, LED & Bkplt | 1 | $1,470.00 |
| Solar Panel - For SZF / RDSD FLSH BCN | PARADIGM TRAFFIC SYSTEMS | Solar Panel | 1 | $400.00 |
| Solar Panel / Top of Pole Mount | PARADIGM TRAFFIC SYSTEMS | Side of Pole Mount for Solar Panel | 1 | $300.00 |
| SYSTEM PROGRAMMER | PARADIGM TRAFFIC SYSTEMS | System Programmer | 1 | $5,000.00 |
| TECH BUCKET | PARADIGM TRAFFIC SYSTEMS | Certified Traffic Signal Technician with Bucket Truck | Hourly | $750.00 |
| TECH CONTDBASECONV | PARADIGM TRAFFIC SYSTEMS | Controller Data Base Conversion | Per Each | $1,000.00 |
| TECH CRTRLTIMING | PARADIGM TRAFFIC SYSTEMS | Programming of Traffic Signal Controllers | Hourly | $300.00 |
| TECH FIELD SERVICES | PARADIGM TRAFFIC SYSTEMS | Field Service Technician | Hourly | $300.00 |
| TECH ON-SITE TRAINING | PARADIGM TRAFFIC SYSTEMS | Training on-site Technician | Hourly | $300.00 |
| TECH SYSTEM INTEGRATION | PARADIGM TRAFFIC SYSTEMS | System Integration | Hourly | $300.00 |
| TECH TMC TRAINING | PARADIGM TRAFFIC SYSTEMS | Traffic Management Center Operator Training | Hourly | $300.00 |
| TOWERCLIMB | PARADIGM TRAFFIC SYSTEMS | Tower Climb with Equipment Installation | 1 | $10,000.00 |
| Traffic Controller | PARADIGM TRAFFIC SYSTEMS | Traffic Controller | 1 | $7,500.00 |
| Video Modem | PARADIGM TRAFFIC SYSTEMS | Video Modem | 1 | $3,000.00 |
| Modem Connectivity | PARADIGM TRAFFIC SYSTEMS | Modem Connectivity | Per Year | $2,000.00 |
| Video Monitor with Power Supply | PARADIGM TRAFFIC SYSTEMS | Video Monitor with Power Supply | 1 | $225.00 |
| Traffic Detection System 1 Approach | PARADIGM TRAFFIC SYSTEMS | Traffic Detection System 1 Approach | 1 | $14,000.00 |
| Traffic Detection System 2 Approach | PARADIGM TRAFFIC SYSTEMS | Traffic Detection System 2 Approach | 1 | $20,000.00 |
| Traffic Detection System 3 Approach | PARADIGM TRAFFIC SYSTEMS | Traffic Detection System 3 Approach | 1 | $27,000.00 |
| Traffic Detection System 4 Approach | PARADIGM TRAFFIC SYSTEMS | Traffic Detection System 4 Approach | 1 | $35,000.00 |
| Traffic Detection System 5 Approach | PARADIGM TRAFFIC SYSTEMS | Traffic Detection System 5 Approach | 1 | $43,000.00 |
| Traffic Detection System 6 Approach | PARADIGM TRAFFIC SYSTEMS | Traffic Detection System 6 Approach | 1 | $47,000.00 |
| Traffic Detection System 7 Approach | PARADIGM TRAFFIC SYSTEMS | Traffic Detection System 7 Approach | 1 | $51,000.00 |
| Traffic Detection System 8 Approach | PARADIGM TRAFFIC SYSTEMS | Traffic Detection System 8 Approach | 1 | $55,000.00 |
| Traffic Detector | PARADIGM TRAFFIC SYSTEMS | Traffic Detector | 1 | $12,000.00 |

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| Traffic System Processor | PARADIGM TRAFFIC SYSTEMS | Traffic System Processor | 1 | $8,000.00 |
| Advanced Traffic Management System | PARADIGM TRAFFIC SYSTEMS | ATMS (25 Licenses) | 1 | $100,000.00 |
| Advanced Traffic Management System | PARADIGM TRAFFIC SYSTEMS | ATMS (100 Licenses) | 1 | $225,000.00 |
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| HSS81*001FO, PEEK, 1-SEC, AL, EMPTY(YEL) | PEEK | Signal Alum 1-Sec, Yellow | 1 | $98.00 |
| HSS81*001FO, PEEK, 1-SEC, AL, EMPTY(BLK) | PEEK | Signal Alum 1-Sec, Black | 1 | $98.00 |
| PSS81*001FO, PEEK, 1-SEC, PL, EMPTY(YEL) | PEEK | Signal Poly 1-Sec, Yellow | 1 | $84.00 |
| PSS81*001FO, PEEK, 1-SEC, PL, EMPTY(BLK) | PEEK | Signal Poly 1-Sec, Black | 1 | $84.00 |
| HSS82*002FO, PEEK, 2-SEC, AL, EMPTY(YEL) | PEEK | Signal Alum 2-Sec, Yellow | 1 | $130.00 |
| HSS82*002FO, PEEK, 2-SEC, AL, EMPTY(BLK) | PEEK | Signal Alum 2-Sec, Black | 1 | $130.00 |
| PSS82*002FO, PEEK, 2-SEC, PL, EMPTY(YEL) | PEEK | Signal Poly 2-Sec, Yellow | 1 | $170.00 |
| PSS82*002FO, PEEK, 2-SEC, PL, EMPTY(BLK) | PEEK | Signal Poly 2-Sec, Black | 1 | $170.00 |
| HSS83*003FO, PEEK, 3-SEC, AL, ALL EMPTY, HZ OR VT(YEL) | PEEK | Signal Alum 3-Sec, Yellow | 1 | $213.00 |
| HSS83*003FO, PEEK, 3-SEC, AL, ALL EMPTY, HZ OR VT(BLK) | PEEK | Signal Alum 3-Sec, Black | 1 | $213.00 |
| PSS83*003FO, PEEK, 3-SEC, PL, ALL EMPTY, HZ OR VT(YEL) | PEEK | Signal Poly 3-Sec, Yellow | 1 | $168.00 |
| PSS83*003FO, PEEK, 3-SEC, PL, ALL EMPTY, HZ OR VT(BLK) | PEEK | Signal Poly 3-Sec, Black | 1 | $168.00 |
| HSS84*004FO, PEEK, 4-SEC, AL, ALL EMPTY, HZ OR VT(YEL) | PEEK | Signal Alum 4-Sec, Yellow | 1 | $325.00 |
| HSS84*004FO, PEEK, 4-SEC, AL, ALL EMPTY, HZ OR VT(BLK) | PEEK | Signal Alum 4-Sec, Black | 1 | $315.00 |
| PSS84*004FO, PEEK, 4-SEC, PL, ALL EMPTY, HZ OR VT(YEL) | PEEK | Signal Poly 4-Sec, Yellow | 1 | $245.00 |
| PSS84*004FO, PEEK, 4-SEC, PL, ALL EMPTY, HZ OR VT(BLK) | PEEK | Signal Poly 4-Sec, Black | 1 | $270.00 |
| HSS85*005FO, PEEK, 5-SEC, AL, ALL EMPTY, HZ OR VT(YEL) | PEEK | Signal Alum 5-Sec, Yellow | 1 | $376.00 |
| HSS85*005FO, PEEK, 5-SEC, AL, ALL EMPTY, HZ OR VT(BLK) | PEEK | Signal Alum 5-Sec, Black | 1 | $376.00 |
| PSS85*005FO, PEEK, 5-SEC, PL, ALL EMPTY, HZ OR VT(YEL) | PEEK | Signal Poly 5-Sec, Yellow | 1 | $271.00 |
| PSS85*005FO, PEEK, 5-SEC, PL, ALL EMPTY, HZ OR VT(BLK) | PEEK | Signal Poly 5-Sec, Black | 1 | $271.00 |
| 0700487*, PEEK, 12" AL TUNNEL VISOR(YEL) | PEEK | 12" Alum Tunnel Visor, Yellow | 1 | $25.00 |
| 0700487*, PEEK, 12" AL TUNNEL VISOR(BLK) | PEEK | 12" Alum Tunnel Visor, Black | 1 | $25.00 |
| 0700493*, PEEK, 12" PL TUNNEL VISOR(YEL) | PEEK | 12" Poly Tunnel Visor, Yellow | 1 | $15.00 |
| 0700493*, PEEK, 12" PL TUNNEL VISOR(BLK) | PEEK | 12" Poly Tunnel Visor, Black | 1 | $15.00 |
| S400000, 1-Sec AL Backplate | PEEK | Backplate Alum 1-Sec | 1 | $52.73 |
| S400005, 1-Sec AL Backplate LOUVERED | PEEK | Backplate Alum 1-Sec LOUVERED | 1 | $57.00 |
| S400001, 2-Sec AL Backplate | PEEK | Backplate Alum 2-Sec | 1 | $58.00 |
| S400006, 2-Sec AL Backplate LOUVERED | PEEK | Backplate Alum 2-Sec LOUVERED | 1 | $63.00 |
| S400002, 3-Sec AL Backplate | PEEK | Backplate Alum 3-Sec | 1 | $67.00 |
| S400007, 3-Sec AL Backplate LOUVERED | PEEK | Backplate Alum 3-Sec LOUVERED | 1 | $72.00 |
| PEEK, 3-Sec AL Backplate w/ 2" Reflective Tape | PEEK | Backplate Alum 3-Sec w/ 2" Reflective Tape | 1 | $84.00 |
| PEEK, 3-Sec AL Backplate LOUVERED w/ 2" Reflective Tape | PEEK | Backplate Alum 3-Sec LOUVERED w/ 2" Reflective Tape | 1 | $94.00 |
| PEEK, 3-Sec AL Backplate Louvered HAWK w/ 2" Reflective Tape | PEEK | Backplate Alum 3-Sec LOUVERED HAWK w/ 2" Reflective Tape | 1 | $137.00 |
| S400008, 4-Sec AL Backplate | PEEK | Backplate Alum 4-Sec | 1 | $87.00 |
| S400011, 4-Sec AL Backplate LOUVERED | PEEK | Backplate Alum 4-Sec, LOUVERED | 1 | $91.00 |
| PEEK, 4-Sec AL Backplate w/ 2" Reflective Tape | PEEK | Backplate Alum 4-Sec, w/ 2" Reflective Tape | 1 | $115.00 |
| PEEK, 4-Sec AL Backplate LOUVERED w/ 2" Reflective Tape | PEEK | Backplate Alum 4-Sec, LOUVERED w/ 2" Reflective Tape | 1 | $119.00 |
| S400004, 5-Sec AL Backplate | PEEK | Backplate Alum 5-Sec | 1 | $105.00 |
| S400012, 5-Sec AL Backplate LOUVERED | PEEK | Backplate Alum 5-Sec, LOUVERED | 1 | $110.00 |
| 500006, 5-Sec Aluminum Cluster (2 piece)(Louvered) | PEEK | Backplate Alum 5-Sec, Cluster, 2-Piece LOUVERED | 1 | $140.00 |
| PEEK, 5-Sec Aluminum w/ 2" Reflective Tape | PEEK | Backplate Alum 5-Sec, w/ 2" Reflective Tape | 1 | $141.00 |
| PEEK, 5-Sec Aluminum LOUVERED w/ 2" Reflective Tape | PEEK | Backplate Alum 5-Sec, LOUVERED, w/ 2" Reflective Tape | 1 | $146.00 |
| PEEK, 5-Sec Aluminum Dog House w/ 2"Reflective Tape | PEEK | Backplate Alum 5-Sec, Dog House w/ 2" Reflective Tape | 1 | $168.00 |
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| AB-0163-84 | PELCO | 3/4"-14 NPT, 84" Galv Cable Mnt | 1 | $56.00 |
| AB-0508-PNC | PELCO | Gusseted Tube Extender, Alum | 1 | $38.00 |
| AB-2003-46 | PELCO | Tube Gussetted 46" 3 Sec | 1 | $45.00 |
| AB-2003-58 | PELCO | Tube Gussetted 58" 4 Sec | 1 | $533.00 |
| AB-2003-74 | PELCO | Tube Gussetted 74" 5 Sec | 1 | $66.00 |
| AB-3055-62 | PELCO | Astro-Brac Tallon 62" | 1 | $150.00 |
| AB-4005-PNC | PELCO | 1-Way, 8 1/2" CTC, SS Washer, Alu, | 1 | $55.00 |
| AP-1087-P34 | PELCO | ITC Handhole 4-3/4"X27", ABS Blk | 1 | $67.00 |
| AS-0166-58-120 | PELCO | Camera Bracket | 1 | $255.00 |
| AS-0166-58-62 | PELCO | Camera Mounting Bracket | 1 | $243.00 |

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| AS-3009-120 | PELCO | 120" Galv Cablr Mount, Alum | 1 | $120.00 |
| AS-3009-144 | PELCO | 144" Galv Cablr Mount, Alum | 1 | $125.00 |
| AS-3009-96 | PELCO | 96" Galv Cablr Mount, Alum | 1 | $110.00 |
| BK-1003-C-PNC, 12" 3-Sec, ABS - TCT for PEEK | PELCO | Backplate 3-Sec, VF' ABS, Peek | 1 | $76.00 |
| BK-1003-C-RT2-PNC, 2" Reflective Tape, VF, 3-Sec 12", ABS - TCT for PEEK | PELCO | Backplate 3-Sec, VF' ABS, w/ 2" Reflective Tape Peek | 1 | $142.00 |
| BK-1003-L3L4-RT2-PNC | PELCO | Backplate 3-Sec, VF ' Reflective Tape, ABS, Econolite | 1 | $112.00 |
| BK-1004-C-PNC, 12" 4-Sec, ABS - TCT for PEEK | PELCO | Backplate 4-Sec, VF' ABS, Peek | 1 | $99.00 |
| BK-1004-C-RT2-PNC, 2" Reflective Tape, VF, 4-Sec 12", ABS - TCT for PEEK | PELCO | Backplate 4-Sec, VF' ABS, w/ 2" Reflective Tape Peek | 1 | $118.00 |
| BK-1004-L3L4-RT2-PNC | PELCO | Backplate 3-Sec, VF' ABS, Peek | 1 | $138.00 |
| BK-1005-C-PNC, 12" 5-Sec, ABS - TCT for PEEK | PELCO | Backplate 5-Sec, VF' ABS, Peek | 1 | $108.00 |
| BK-1005-C-RT2-PNC, 2" Reflective Tape, VF, 5-Sec 12", ABS - TCT for PEEK | PELCO | Backplate 5-Sec, VF' ABS, w/ 2" Reflective Tape Peek | 1 | $131.00 |
| BK-1007-C-PNC, 12" 5-Sec Cluster, 16" CTC, ABS - TCT for PEEK | PELCO | Backplate 5-Sec. Cluster VF' ABS, Peek | 1 | $155.00 |
| BK-1007-C-RT2-PNC, 2" Reflective Tape, VF, 5-Sec Cluster, 16" CTC, ABS - TCT for PEEK | PELCO | Backplate 5-Sec. Cluster VF' ABS, w/ 2" Reflective Tape Peek | 1 | $155.00 |
| BK-5003-C-PNC, Louvered, VF, 12" 3-Sec, ABS -TCT, for PEEK | PELCO | Backplate 3-Sec, VF' ABS, LOUVERED | 1 | $96.00 |
| GL-1010 | PELCO | Louver 12" GPL | 1 | $235.00 |
| Paint Adder | PELCO | Astro-Brac Arm Kits | 1 | $12.00 |
| Paint Adder | PELCO | Astro-Brac Assembly, Complete | 1 | $36.00 |
| Paint Adder | PELCO | Astro-Brac Clamp Kit | 1 | $12.00 |
| Paint Adder | PELCO | Astro-Brac Tubes (Gusseted Tubes) | 1 | $12.00 |
| Paint Adder | PELCO | Pedestal Base | 1 | $30.00 |
| Paint Adder | PELCO | Pole Caps | 1 | $12.00 |
| Paint Adder | PELCO | Pole Collars | 1 | $18.00 |
| Paint Adder | PELCO | Poles, per ft. | 1 | $6.00 |
| PB-0604-ZN1 | PELCO | Driver Adapter | 1 | $135.00 |
| PB-5100-10 | PELCO | Pole, Alum 10' Min. purchase is 10 units | 1 | $295.00 |
| PB-5100-15 | PELCO | Pole, Alum 15' Min. purchase is 10 units | 1 | $440.00 |
| PB-5100-20 | PELCO | Pole, Alum 20' Min. Purchase is 10 units | 1 | $585.00 |
| PB-5102-04 | PELCO | Sch 80 X 4', Spun Alum Min. Purchase 10 Units | 1 | $180.00 |
| PB-5102-10 | PELCO | Sch 80 X 10', Spun Alum Min. purchase is 10 units | 1 | $450.00 |
| PB-5102-12 | PELCO | Sch 80 X 12', Spun Alum Min. purchase is 10 units | 1 | $540.00 |
| PB-5102-15 | PELCO | Sch 80 X 15', Spun Alum Min. Purchase is 10 units | 1 | $675.00 |
| PB-5102-20 | PELCO | Sch 80 X 20', Spun Alum Min. Purchase is 10 units | 1 | $900.00 |
| PB-5306 | PELCO | Anchor Bolt Set of 4 | 1 | $60.00 |
| PB-5325 | PELCO | Collar Assy | 1 | $85.00 |
| PB-5334 | PELCO | Square, w, Alum door, Alum | 1 | $195.00 |
| PB-5364 | PELCO | Hardware Kit, 7-3/4"to 14-3/4" Fondation Anchor Assy. | 1 | $495.00 |
| PB-5401 | PELCO | Pole Cap For 4-1/2" OD Pole, Alum, Acorn | 1 | $20.00 |
| PELCO COMPONENT LEVEL 1 | PELCO | Micellaneous Hardware Component - Unspecified | 1 | $175.00 |
| PELCO COMPONENT LEVEL 2 | PELCO | Micellaneous Hardware Component - Unspecified | 1 | $300.00 |
| PELCO COMPONENT LEVEL 3 | PELCO | Micellaneous Hardware Component - Unspecified | 1 | $600.00 |
| PELCO COMPONENT LEVEL 4 | PELCO | Micellaneous Hardware Component - Unspecified | 1 | $1,500.00 |
| PELCO COMPONENT LEVEL 5 | PELCO | Micellaneous Hardware Component - Unspecified | 1 | $3,000.00 |
| SE-0338 | PELCO | 1/2" Wide Slot, U-Bolts, Galv Iron | 1 | $35.00 |
| SE-0371 | PELCO | Span-Wire Adapter w/Stainless Bushing, Alum | 1 | $22.00 |
| SE-0507-06 | PELCO | 6" Long, Alum | 1 | $10.00 |
| SE-0507-06-PNC | PELCO | 6" Long, Alum | 1 | $10.00 |
| SE-0507-11-PNC | PELCO | 11" Long, Alum | 1 | $12.00 |
| SE-0507-16 | PELCO | 16" Long, Alum | 1 | $12.00 |
| SE-0507-19 | PELCO | 19" Long, Alum | 1 | $15.00 |
| SE-0507-36 | PELCO | 36" Long, Alum | 1 | $20.00 |
| SE-0507-40 | PELCO | 40" Long, Alum | 1 | $36.00 |
| SE-0507-72 | PELCO | 72" Long, Alum | 1 | $38.00 |
| SE-0543-PNC | PELCO | 10 Hole Extender Connector | 1 | $18.00 |
| SE-2132-15-M-PXX | PELCO | 9x15 Ped Button Assy | 1 | $145.00 |

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|---|---|---|---|---|
| SE-2142-P34 | PELCO | Mod. to Round Button 9"X15", Alum | 1 | $90.00 |
| SE-2171-PXX | PELCO | Adapter, 9" x 12", Intelli-Cross, Alum | 1 | $25.00 |
| SE-2174-PXX | PELCO | Adapter, 9" x 15", Intelli-Cross, Alum | 1 | $38.00 |
| SE-2180-04-PNC | PELCO | Extender for Intellicross Button Assy. | 1 | $134.00 |
| SE-2180-06-PNC | PELCO | Extender for Intellicross Button Assy. | 1 | $134.00 |
| SE-2180-12-PNC | PELCO | Extender for Intellicross Button Assy. | 1 | $125.00 |
| SE-2180-16-PNC | PELCO | Extender for Intellicross Button Assy. | 1 | $130.00 |
| SE-2509 | PELCO | L-Shaped w/Hardware, Alum | 1 | $8.00 |
| SE-2512 | PELCO | Stabilizer Bar w/Hardware, Alum | 1 | $30.00 |
| SE-2900-PXX | PELCO | APS Assy, Intelli-Cross, Single Arrow, 5" x 7 3/4", Alum - Standard MUTCD settings | 1 | $725.00 |
| SE-5053 | PELCO | Tri-Bolt, Alum | 1 | $55.00 |
| SE-5111 | PELCO | 90° J-Bolt Clamp, Alum | 1 | $85.00 |
| SE-6170-2-PNC | PELCO | Arrow, Double for APS Push Button, w/Hardware, Alum, Gloss Black | 1 | $15.00 |
| SE-6172-PNC | PELCO | CIU-C, Communication Interface Unit, Compact | 1 | $1,600.00 |
| SE-6175-PXX | PELCO | Sound Baffle | 1 | $3.00 |
| SE-6190-TX-PNC | PELCO | PIM, Power Interface Module (for replacement only) | 1 | $295.00 |
| SF-1074-15-L-4H-PNC | PELCO | 9x15 Ped Sign Countdown Right | 1 | $55.00 |
| SF-1074-15-R-4H-PNC | PELCO | 9x15 Ped Sign Countdown Left | 1 | $55.00 |
| SH-0206-1.5 | PELCO | (1-7/8" OD) Pipe, Set of 2, Alum | 1 | $35.00 |
| SH-0206-2 | PELCO | (2-3/8" OD) Pipe, Set of 2, Alum | 1 | $27.00 |
| SH-0206-2.5 | PELCO | (2-7/8" OD) Pipe, Set of 2, Alum | 1 | $27.00 |
| SH-0206-4 | PELCO | (4-1/2" OD) Pipe, Set of 2, Alum | 1 | $27.00 |
| SH-0514 | PELCO | 1-Piece, Tilt & Pan, Alum | 1 | $40.00 |
| SM-0286-42 | PELCO | Confirmation Light | 1 | $143.00 |
| SM-0321-CL-84-SS | PELCO | w/Clear Globe, Astro Mini-Brac, w/84 Stainless Cable, Alum | 1 | $190.00 |
| SM-0906-ZN2 | PELCO | 7/16"-14X3/4" NPT, Iron, Zinc 2 | 1 | $17.00 |
| SP-1014-TX | PELCO | Square Alum Base | 1 | $210.00 |
| US-8120-21-SS | PELCO | .075" Thick, Stainless (50 per box) | 1 | $331.00 |
| US-8122-04-SS | PELCO | Type 201 Stainless (100 per box) | 1 | $76.00 |
| US-8122-54-SS | PELCO | Type 201 Stainless (100 per box) | 1 | $70.00 |
| | | | | |
| BIU/2 | RENO A&E | Nema TS2 Bus Interface Unit, Half-width (1.12 inch) panel | 1 | $580.00 |
| C-1100-B-SS | RENO A&E | 2 Channel LCD, 332/170 Type LCD Bicycle | 1 | $385.00 |
| C-1100-SS | RENO A&E | 2 Channel LCD, 332/170 Type LCD | 1 | $270.00 |
| C-1101-B-SS | RENO A&E | 2 Channel LCD, 332/170 Type LCD Bicycle, Count | 1 | $430.00 |
| C-1101-SS | RENO A&E | 2 Channel LCD, 332/170 Type LCD,True Count | 1 | $385.00 |
| C-1103-SS | RENO A&E | 2 Channel LCD w/TrueCount & Fail Output, 332/170 Type | 1 | $385.00 |
| C-1200-B-SS | RENO A&E | Model C-1200 Bicycle Detector SS | 1 | $420.00 |
| C-1200-SS | RENO A&E | 2 Channel LCD NEMA TS1/TS2 Type | 1 | $270.00 |
| C-1201-B-SS | RENO A&E | Model C-1201 Bicycle Detector SS COUNT | 1 | $435.00 |
| C-1203A-SS | RENO A&E | 2 Channel LCD w/TrueCount & Fail Output, NEMA TS1/TS2 Type | 1 | $385.00 |
| CPS-TS2-LCD | RENO A&E | NEMA TS-2 Cabinet Power Supply | 1 | $585.00 |
| E/2-1200-B-SS | RENO A&E | 4 Channel LCD, NEMA TS1/TS2 Type, 1.2" Front Panel, BICYCLE DETECTOR | 1 | $675.00 |
| E/2-1200-SS | RENO A&E | 4 Channel LCD, NEMA TS1/TS2 Type, 1.2" Front Panel | 1 | $402.00 |
| E-1200-B-SS | RENO A&E | 4 Channel LCD, NEMA TS1/TS2 Type, Bicycle Detector | 1 | $675.00 |
| E-1200-SS | RENO A&E | 4 Channel LCD, NEMA TS1/TS2 Type | 1 | $402.00 |
| G-200-SS | RENO A&E | Detector DIP NEMA TS1/TS2 12/24VDC 2 CH | 1 | $118.00 |
| GT-200-SS | RENO A&E | 2 Channel DIP Switch w/Delay & Extension Timing, NEMA TS1/TS2 Type | 1 | $175.00 |
| L-1200 -R | RENO A&E | 1 Channel LCD, NEMA TS1 Type | 1 | $287.00 |
| LMH8 | RENO A&E | Harness, Loop Monitor 8ft | 1 | $56.00 |
| LMH802-2 | RENO A&E | Harness 11 Pin 2 foot Amphenol Type | 1 | $13.50 |
| LMH802-4 | RENO A&E | Harness 11 Pin 4 foot Amphenol Type | 1 | $17.00 |
| LMH804-8 | RENO A&E | Harness 19 Pin Female MS Type 8 foot Poly Sleeve | 1 | $162.00 |
| LMH8-R | RENO A&E | Harness, Loop Monitor 8ft RAE Orange sleeve | 1 | $56.00 |
| MMU-1600D (SP1 USA) | RENO A&E | 16 Channel Malfunction Management Unit | 1 | $870.00 |
| MMU-1600G | RENO A&E | 16 Channel Malfunction Management Unit with Graphics Display | 1 | $1,060.00 |
| MMU-1600GE | RENO A&E | 16 Channel Malfuction Management Unit with Graphics Display & Ethernet | 1 | $1,250.00 |
| MMU-Prog Card Dip Switch | RENO A&E | Dip Switch Program Card for testing | 1 | $282.00 |

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|---|---|---|---|---|
| MMU-Program Card Blue | RENO A&E | MMU-1600 Spare Program Card | 1 | $68.00 |
| Phase Green Interface | RENO A&E | Phase Green Interface Module | 1 | $94.00 |
| Q-24 | RENO A&E | 24VDC Regulated Output from 120VAC 50/60Hz Nominal Input, 2" Wide | 1 | $330.00 |
| RAE-2018 Prog Card Blue | RENO A&E | Program Card | 1 | $47.00 |
| RAE-2018 Test Prog Card Blue | RENO A&E | Test Program Card | 1 | $468.00 |
| RAE-2018E | RENO A&E | 18 Channel Conflict Monitor for 2070 Controller with Ethernet & USB ports | 1 | $1,048.00 |
| TR-200 | RENO A&E | Flash Transfer Relay | 1 | $34.00 |
| Y-200-SS | RENO A&E | 4 CH TS1/TS2 Rack Mount Detector | 1 | $226.00 |
| | | | | |
| 6GK6000 8BB00-0AA0 | RUGGEDCOM | Power Cable 43-10-0008 | 1 | $20.00 |
| 6GK6000 8MF00-0AA0 | RUGGEDCOM | Rack Mount Kit 41-81-0007 | 1 | $160.00 |
| 6GK6090 0AS21-0AA0-Z A21+B00 | RUGGEDCOM | RS900-24-N-L5-L5-11-11 | 1 | $2,520.00 |
| 6GK6090 0AS21-0BA0-Z A00+B08 | RUGGEDCOM | RS900-24-D-11-11-L5-SS | 1 | $1,980.00 |
| 6GK6090-0AS21-0BA0-Z A21+B00 | RUGGEDCOM | RS900-24-D-L5-L5-XX-XX- | 1 | $2,565.00 |
| 6GK6090-0AS23-0BA0-Z A00+B00 | RUGGEDCOM | Non-Fiber RS900-HI-D-11-11-11-11 | 1 | $1,350.00 |
| 6GK6090-0AS23-0BA0-Z A25+B00 | RUGGEDCOM | Fiber RS900-HI-D-C2-C2-11-11 | 1 | $1,900.00 |
| 6GK6094 0GS23-0BA0-Z A04 | RUGGEDCOM | RS940G-HI-D-2LC10-XX | 1 | $3,450.00 |
| TBD-1 | RUGGEDCOM | Ethernet Switch | 1 | $500.00 |
| TBD-2 | RUGGEDCOM | Ethernet Switch | 1 | $1,500.00 |
| TBD-3 | RUGGEDCOM | Ethernet Switch | 1 | $3,000.00 |
| TBD-4 | RUGGEDCOM | Ethernet Switch | 1 | $7,500.00 |
| TBD-5 | RUGGEDCOM | Ethernet Switch | 1 | $25,000.00 |
| TBD-6 | RUGGEDCOM | Ethernet Switch | 1 | $50,000.00 |
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| **SMARTMIRCO RADAR SYSTEMS** | | | | |
| **MOUNTING BRACKETS** | | | | |
| 05.0746.0000 | SMART MICRO | Bracket 0504xx Radar Mounting Bracket for use with UMRR-11 (for pole mounting) | 1 | $110.00 |
| 05.0748.0000 | SMART MICRO | Bracket 0505xx Radar Mounting Bracket for use with UMRR-11 (for poles, mast arms, slanted and right angle mounts) | 1 | $195.00 |
| 05.0750.0000 | SMART MICRO | Bracket 0706xx Radar Mounting Bracket for use with UMRR-0C (for pole mounting) | 1 | $125.00 |
| 05.0752.0000 | SMART MICRO | Bracket 0708xx Radar Mounting Bracket for use with UMRR-0C (for poles, mast arms, slanted and right angle mounts) | 1 | $235.00 |
| **JUNCTION BOXES** | | | | |
| 05.0791.0000 | SMART MICRO | JBOX-0204xx Terminal block for use with UMRR-11 with pins for Power and RS485 full-duplex Use with UMRR-11 44 and UMRR-11 45 | 1 | $320.00 |
| 05.0784.0001 | SMART MICRO | JBOX-0205xx Terminal block for use with UMRR-0C with pins for Power and RS485 full-duplex use with UMRR-42 | 1 | $320.00 |
| 05.1129.0000 | SMART MICRO | Terminal block with pins for Power using Ethernet over PLC | | $375.00 |
| **CABLES** | | | | |
| 05.0765.0000 | SMART MICRO | Plug & Play cable to connect sensor. Power, Ethernet, CAN, RS485 full-duplex, UV | 1 | $417.00 |
| 05.0766.0000 | SMART MICRO | CABLE-0C0301, All UMRR, Cable Stump to connect UMRR,. Open wires, UV resistant, 5m | 1 | $177.00 |
| 05.0768.0000 | SMART MICRO | CABLE-0C0304, All UMRR, Cable Stump to connect UMRR,. Open wires, UV resistant, 10m | 1 | $177.00 |
| 05.0827.0000 | SMART MICRO | CABLE-0D01xx, TMIB-AB | 1 | $14.00 |
| 05.0786.0000 | SMART MICRO | Cable to connect SRO, open wires (both ends), UV-resistant, 10m / 33ft | 1 | $423.00 |
| **INTERFACE BOARDS** | | | | |
| 05.0793.0000 | SMART MICRO | TMIB_C-0200xx- TMIB expansion card to provide 4 additional NEMA TS1 loop contacts | 1 | $217.00 |
| 05.0776.0000 | SMART MICRO | TMIB_AB- TMIB_C Shelf Mount Housing for 1 TMIB_AB bundle | 1 | $298.00 |
| 05.1119.0000 | SMART MICRO | Incl. Power supply, circuit breaker, DIN Rail - pre-wired | | $4,275.00 |
| 05.1077.0000 | | Module only. To be mounted onto COM HUB DIN rail assembly | | $600.00 |
| **RADAR UNITS** | | | 1 | |
| UMRR-12 T48 w/ Video | SMART MICRO | Traffic Management Sensor w/ Video | 1 | $6,000.00 |
| UMRR-12 T48 | SMART MICRO | Traffic Management Sensor | 1 | $4,220.00 |
| UMRR-12 T42 | SMART MICRO | Presence and Advanced Detection in a single unit | 1 | $3,550.00 |
| **TRAFFIC MANAGEMENT INTERFACE BOARD** | | | | |

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|---|---|---|---|---|
| TMIB_2 | SMART MICRO | TMIB_2 Connects up to four UMRR Radar Sensorsto NEMA TS1 or TS2 cabinets or to other traffic controllers use with UMRR series Radar | 1 | $3,860.00 |
| **MISC.** | | | | |
| 05.1018.0000 | SMART MICRO | Cabinet Panel-BASE-01000001 | 1 | $815.00 |
| 05.1032.0000 | SMART MICRO | Module only. Excludes DIN rail and power supply. | | $570.00 |
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| IMSA #20-1-2 CNDCTR, (14/3 STR 20-1) | TEXAS WIRE & CABLE | #14 AWG, 2 Conductor, STR EVO RADAR CABLE | 1 | $1.25 |
| 22/2PR 18/2, (RADAR) | TEXAS WIRE & CABLE | 22/2PR Radar Cable for SmartMirco Radar | 1 | $1.55 |
| 16/3 Cable for Vision, (16/3 SOLO) | TEXAS WIRE & CABLE | #16AWG, 3 conductor cable for Vision Cameras | 1 | $1.15 |
| IMSA #20-1-5 CNDCTR, (14/5 STR 20-1) | TEXAS WIRE & CABLE | 5 Conductor Cable | 1 | $2.00 |
| IMSA #20-1-7 CNDCTR, (14/7 STR 20-1) | TEXAS WIRE & CABLE | 7 Conductor Cable | 1 | $2.00 |
| 8281 plus 16/3 AWG, (16/3 + Coax) | TEXAS WIRE & CABLE | #16 AWG, 3 Cond w/Coaxial (AIS IV Cameras) | 1 | $3.00 |
| 9913 Cable per foot | TEXAS WIRE & CABLE | 9913 Cable per foot | 1 | $6.50 |
| IMSA #20-1-20 CNDCTR, (14/20 STR 20-1) | TEXAS WIRE & CABLE | 20 Conductor Cable | 1 | $5.00 |
| | | | | |
| M75-9lDFB-000X | TRAFFICALM | iQ900 Full Matrix Driver Feedback Sign Select solar panel or AC power option | 1 | $2,485.00 |
| M75-009SE-000X | TRAFFICALM | DFB 9" Value sign with 20W Solar Panel 20Ah NiMH Battery Pack | 1 | $2,960.00 |
| M75-009SE-002 | TRAFFICALM | DFB 9" Value sign with 60W Solar Upgrade 20Ah NiMH Battery Pack | 1 | $3,300.00 |
| M75-009SE-006 | TRAFFICALM | DFB 9" Value sign AC with Power Supply | 1 | $2,470.00 |
| M75-012DFB-000 | TRAFFICALM | iQ1200 Full Matrix Driver Feedback Sign Select solar panel or AC power supply option | 1 | $3,180.00 |
| M75-012SE-000x | TRAFFICALM | DFB 12" Value sign with 20W Solar Panel 30Ah NiMH Battery Pack | 1 | $3,695.00 |
| M75-012SE-002x | TRAFFICALM | DFB 12" Value sign with 60W Solar Panel 30Ah Battery Pack | 1 | $4,040.00 |
| M75-012SE-006x | TRAFFICALM | DFB 12" Value sign AC with Power Supply | 1 | $2,950.00 |
| M75-15DFB-U00x | TRAFFICALM | iQ1500 Full Matrix Driver Feedback Sign Select solar panel or AC power option | 1 | $3,375.00 |
| M75-15DFB-U0Sx | TRAFFICALM | iQ1500 Full Matrix DFB with White Strobe Select solar panel or AC power option | 1 | $4,140.00 |
| M75-18DFB-000x | TRAFFICALM | iQ1800 Full Matrix Driver Feedback Sign Select solar panel or AC power option | 1 | $7,245.00 |
| M75-018IE-000x | TRAFFICALM | iQ1800 Full Matrix Jumbo Driver Feedback Sign Select solar panel or AC power option | 1 | $7,610.00 |
| M75-9IDFB-PK0x | TRAFFICALM | iQ900 Portable Sign w/ 20Ah Battery with key includes 65 Watt Charger | 1 | $3,735.00 |
| M75-009SE-PK0x | TRAFFICALM | 9" Value Portable Sign w/20Ah Battery w/key includes 65 Watt Charger | 1 | $3,170.00 |
| M75-12DFB-PK0x | TRAFFICALM | iQ1200 Portable Sign w/30Ah Battery w/key includes 65 Watt Charger | 1 | $4,485.00 |
| M75-012SE-PK0x | TRAFFICALM | 12" Value Portable Sign w/30Ah Battery w/key includes 65 Watt Charger | 1 | $3,775.00 |
| M75-9IDFB-D07 | TRAFFICALM | iQ900 Dolly Mounted Sign w/ 75Ah AGM Battery option: charger 029-04678-000 | 1 | $5,005.00 |
| M75-012SE-000X | TRAFFICALM | 9" Value Dolly Mounted Sign w/75Ah Battery option: charger 029-04678-0000 | 1 | $4,825.00 |
| M75-12DFB-D07x | TRAFFICALM | iQ1200 Dolly Mounted Sign w/75Ah Battery option: charger 029-04678-0000 | 1 | $5,915.00 |
| M75-012SE-D07x | TRAFFICALM | 12" Value Dolly Mounted sign w/75Ah Battery option: Charger 029-04678-0000 | 1 | $5,325.00 |
| M75-TRLER-TM00 | TRAFFICALM | TC-Mini Trailer System w/150Ah Batteries includes 60Watt Solar Kit. Solar Charger and sign sold seperately | 1 | $7,700.00 |
| M75-SOLAR-000S | TRAFFICALM | 60W Solar Kit incl: 60W Solar Panel, 35Ah Battery, Battery Box, Wiring/Conduit | 1 | $1,495.00 |
| M75-SLR70-000S | TRAFFICALM | 60W Solar Kit w/ Upgrade, incl: 60W Solar Panel, 70Ah Battery, Battery Box, Wiring/Conduit | 1 | $1,850.00 |
| M75-SOLAR-000C | TRAFFICALM | 100W Solar Kit incl: 100W Solar Panel, 70Ah Battery, Battery Box, Wiring/Conduit | 1 | $1,695.00 |
| M75-SLR14-000C | TRAFFICALM | 100W Solar Kit w/ upgrade incl: 100 Watt Solar Panel, 140AH Battery, Battery Box,wiring/conduit | 1 | $2,960.00 |
| M75-SOLAR-000N | TRAFFICALM | 150W Solar Kit incl: 150 Watt Solar Panel, 140AH Battery, Battery Box, wiring/conduit | 1 | $4,085.00 |
| M75-ACPWR-U060 | TRAFFICALM | Outdoor Rated AC 60 Watt, ULc Power Supply for iQ900, iQ1200, and iQ1500 signs | 1 | $336.00 |
| M75-ACPWR-U200 | TRAFFICALM | Outdoor Rated AC 200 Watt, ULc Power Supply for iQ1800 and iQ1800 Jumbo signs | 1 | $345.00 |
| 029-04678-0000 | TRAFFICALM | 7.2A Smart ARM Charger designed for use with Dolly Signs | 1 | $333.00 |
| 029-04677-0000 | TRAFFICALM | 26A Pro AGM Smart Charger Designed for use with TC-Mini Trailer System | 1 | $912.00 |
| 029-04870-0000 | TRAFFICALM | 12Volt Universal Automotive Adapter for use with Portable DFB | 1 | $66.00 |
| 042-0DSUB-6F9P | TRAFFICALM | RS-232 Cable Kit. Applies to all iQ series models- 9", 12", 18" are retro fitted in the field | 1 | $93.00 |
| 015-02985-0000 | TRAFFICALM | 9" Value & iQ900 portable pole bracket (M75-009SE)(m75-9IDFB-PK0x) | 1 | $48.00 |
| 015-02331-0000 | TRAFFICALM | iQ900 Pole Bracket(except iQ900 Portable)(M75-9IDFB-000x) | 1 | $60.00 |
| 015-02991-0000 | TRAFFICALM | 12" Value or iQ1200 Pole Bracket | 1 | $66.00 |
| 015-03064-0000 | TRAFFICALM | iQ1500 Pole Bracket | 1 | $96.00 |
| 015-03065-0000 | TRAFFICALM | iQ1500 Sign Bracket-Requires #015-03064-0000 | 1 | $96.00 |
| M75-00DFB-DM00 | TRAFFICALM | DFB Dimmer Assembly Kit | 1 | $180.00 |

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|---|---|---|---|---|
| DB/S | TRAFFICNOW | All in one housing for pole or mast-arm mount. Including Single Channel Bluetoooth, Ethernet,GPS, internal Bluetooth, GPS and 3G antenns, brackets and 15M cables | 1 | $3,400.00 |
| DB/S with 3G modem | TRAFFICNOW | All in one housing for pole or mast-arm mount. Including Single Channel Bluetoooth, Ethernet,GPS, internal Bluetooth, GPS and 3G antenns, brackets and 15M cables | 1 | $3,590.00 |
| DB/D | TRAFFICNOW | All in one housing for pole or mast-arm mount. Including Dual Channel Bluetoooth, Ethernet,GPS,DeepBlue AA external Bluetooth antennas, internal GPS/3G antenns, brackets and 15M cables | 1 | $5,400.00 |
| DB/D with 3G Modem | TRAFFICNOW | All in one housing for pole or mast-arm mount. Including Dual Channel Bluetoooth, Ethernet,GPS,DeepBlue AA external Bluetooth antennas, internal GPS/3G antenns, brackets and 15M cables | 1 | $5,600.00 |
| DB/B1 | TRAFFICNOW | Box-version for mounting in a 3U-rack. Includes Single Channel Bluetooth, Ethernet, GPS,Battery Meter, external Bluetooth, GPS and 3G antennas and 15M cables | 1 | $3,400.00 |
| DB/B1 with 3G Modem | TRAFFICNOW | Box-version for mounting in a 3U-rack. Includes Single Channel Bluetooth, Ethernet, GPS,Battery Meter, external Bluetooth, GPS and 3G antennas and 15M cables | 1 | $3,590.00 |
| DB/B2 | TRAFFICNOW | Box-version for mounting in a 3U-rack. Includes Dual Channel Bluetooth, Ethernet, GPS,Battery Meter, DeepBlue AA external Bluetooths, external GPS and 3G antennas and 15M cables | 1 | $5,400.00 |
| DB/B2 with 3G Modem | TRAFFICNOW | Box-version for mounting in a 3U-rack. Includes Dual Channel Bluetooth, Ethernet, GPS,Battery Meter, DeepBlue AA external Bluetooths, external GPS and 3G antennas and 15M cables | 1 | $5,590.00 |
| DB/R1 | TRAFFICNOW | Rail-version for mounting on a DIN-Rail. Includes Single Channel Bluetooth, Ethernet, GPS,Battery Meter, external Bluetooth, GPS and 3G antennas and 15M cables | 1 | $3,000.00 |
| DB/R2 | TRAFFICNOW | Rail-version for mounting on a DIN-rail. Includes Dual Channel Bluetooth, Ethernet, GPS,Battery Meter, DeepBlue AA external Bluetooths, external GPS and 3G antennas and 15M cables | 1 | $5,100.00 |
| DB/R2 with 3G Modem | TRAFFICNOW | Rail-version for mounting on a DIN-rail. Includes Dual Channel Bluetooth, Ethernet, GPS,Battery Meter, DeepBlue AA external Bluetooths, external GPS and 3G antennas and 15M cables | 1 | $5,300.00 |
| DB/C1 | TRAFFICNOW | All in one cabinet. Including solar panel and power regulator(battery not included). Single Channel Bluetooth, Ethernet, GPS, Battery meter, external Bluetooth, GPS and 3G antennas and 15M cables | 1 | $5,100.00 |
| DB/C1 with 3G Modem | TRAFFICNOW | All in one cabinet. Including solar panel and power regulator(battery not included). Single Channel Bluetooth, Ethernet, GPS, Battery meter, external Bluetooth, GPS and 3G antennas and 15M cables | 1 | $5,300.00 |
| DB/C2 | TRAFFICNOW | All in one cabinet. Including solar panel and power regulator(battery not included). Dual Channel Bluetooth, Ethernet, GPS, Battery meter, DeepBlue AA external Bluetooth antennas, external GPS and 3G antennas and 15M cables | 1 | $7,090.00 |
| DB/C2 with 3G Modem | TRAFFICNOW | All in one cabinet. Including solar panel and power regulator(battery not included). Dual Channel Bluetooth, Ethernet, GPS, Battery meter, DeepBlue AA external Bluetooth antennas, external GPS and 3G antennas and 15M cables | 1 | $7,280.00 |
| CC5 Cable 15 Meters | TRAFFICNOW | CAT5 Standard Cable for Power Over Ethernet | 1 | $148.00 |
| CC520 Cable 20 Meters | TRAFFICNOW | CAT5 Standard Cable for Power Over Ethernet | 1 | $175.00 |
| CC530 Cable 30 Meters | TRAFFICNOW | CAT5 Standard Cable for Power Over Ethernet | 1 | $208.00 |
| CC540 Cable 40 Meters | TRAFFICNOW | CAT5 Standard Cable for Power Over Ethernet | 1 | $230.00 |
| CC560 Cable 60 Meters | TRAFFICNOW | CAT5 Standard Cable for Power Over Ethernet | 1 | $275.00 |
| CC580 Cable 80 Meters | TRAFFICNOW | CAT5 Standard Cable for Power Over Ethernet | 1 | $320.00 |
| CLV Cable 12 Meters | TRAFFICNOW | LV Standard Cable with Separate Ppower Pairs | 1 | $240.00 |
| CLV20 Cable 20 Meters | TRAFFICNOW | LV Standard Cable with Separate Ppower Pairs | 1 | $275.00 |
| CLV30 Cable 30 Meters | TRAFFICNOW | LV Standard Cable with Separate Ppower Pairs | 1 | $340.00 |
| CLV40 Cable 40 Meters | TRAFFICNOW | LV Standard Cable with Separate Ppower Pairs | 1 | $405.00 |
| CLV60 Cable 60 Meters | TRAFFICNOW | LV Standard Cable with Separate Ppower Pairs | 1 | $480.00 |
| CLV80 Cable 80 Meters | TRAFFICNOW | LV Standard Cable with Separate Ppower Pairs | 1 | $560.00 |

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| **SPECIAL NOTES HERE** | | **The sensors come with standard length cables included. The communication between the sensor and the IO Board is certified to 12 Meters. TNS cannot guarantee functionality beyond this length** | | |
| PSU | TRAFFICNOW | 24VDC Power Supply (industrial temperature range/ DIN rail mount) | 1 | $102.00 |
| SRG | TRAFFICNOW | 8-Pin surge/lightning protection for CAT5, both power and Ethernet | 1 | $118.00 |
| SRG/IND | TRAFFICNOW | 8-Pin surge/lightning protection for CAT5, both power and Ethernet(industrial, extended temperature range IP66) | 1 | $318.00 |
| ANT/COMB | TRAFFICNOW | Combined GPS/3G antenna for R-model/B-Model, for roof-mounting on metal cabinets | 1 | $128.00 |
| **DEEPBLUE CORE DATA COLLECTION** | | | | |
| VCCRTMS | TRAFFICNOW | Centralized data collection platform for traffic data such as volume, occupancy and speed. Offers per-lane, per-direction and all lanes reports in different time intervals. (price is per sensor per year) | 1 | $156.00 |
| VCCRTMS/TEMP | TRAFFICNOW | Centralized data collection platform for traffic data such as volume, occupancy and speed. Offers per-lane, per-direction and all lanes reports in different time intervals. **Temporary data collection installation**(Less than 6 months)(per sensor) | 1 | $102.00 |
| **DEEPBLUE CORE VARIABLE MESSAGE SIGN** | | | | |
| VCCVMS | TRAFFICNOW | Real-time data feeds to Variable Message Sign(per sign, per year) | 1 | $156.00 |
| VCCVMS/TEMP | TRAFFICNOW | **Temporary data collection installation**(Less than 6 months)(per sign, per year) | 1 | $102.00 |
| **DEEPBLUE CORE** | | | | |
| VCC | TRAFFICNOW | Robust real-time algorithms with strong filters for providing reliable travel-times. (per sensor, per year) | 1 | $415.00 |
| VCC/TEMP | TRAFFICNOW | Temporary travel-time installation(less than 6 months)(per sensor) | 1 | $220.00 |
| **DEEPBLUE CORE+** | | | | |
| VCC+ | TRAFFICNOW | 12 different full city origin/destination matrices. Includes all DeepBlue Core features. (per sensor, per year) | 1 | $550.00 |
| VCC+/TEMP | TRAFFICNOW | Temporary full OD Matrix installation(less than 6 months)(per sensor) | 1 | $315.00 |
| **DEEPBLUE CORE SERVER INSTALLLATION, CONFIGURATION & SET-UP** | | | | |
| DB/CORE-INST | TRAFFICNOW | Robust real-time algorithms witg strong filters for providing reliable travel-time information. Perfectly suited for integrating into Traffic Managements systems | 1 | $5,250.00 |
| **DEEPBLUE CORE PROJECT LICENSES** | | | | |
| DB/CORE 30 | TRAFFICNOW | Robust real-time algorithms witg strong filters for providing reliable travel-time information. Perfectly suited for integrating into Traffic Managements systems. One year maintenance included. Licenses for up to 30 sensors | 1 | $22,500.00 |
| DB/CORE 100 | TRAFFICNOW | Robust real-time algorithms witg strong filters for providing reliable travel-time information. Perfectly suited for integrating into Traffic Managements systems. One year maintenance included. Licenses for up to 100 sensors | 1 | $60,375.00 |
| DB/CORE 200 | TRAFFICNOW | Robust real-time algorithms witg strong filters for providing reliable travel-time information. Perfectly suited for integrating into Traffic Managements systems. One year maintenance included. Licenses for up to 200 sensors | 1 | $90,000.00 |
| DB/CORE X | TRAFFICNOW | Robust real-time algorithms witg strong filters for providing reliable travel-time information. Perfectly suited for integrating into Traffic Managements systems. One year maintenance included. Licenses for more than 200 sensors | 1 | $100,750.00 |

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| **DEEPBLUE CORE+ PROJECT LICENSES** | | | | |
| DB/CORE 30+ | TRAFFICNOW | 12 different full city origin/destination matrices. Includes all DeepBlue Core features. One year maintenance included. Licenses for up to 30 sensors. | 1 | $30,500.00 |
| DB/CORE 100+ | TRAFFICNOW | 12 different full city origin/destination matrices. Includes all DeepBlue Core features. One year maintenance included. Licenses for up to 100 sensors. | 1 | $90,000.00 |
| DB/CORE 200+ | TRAFFICNOW | 12 different full city origin/destination matrices. Includes all DeepBlue Core features. One year maintenance included. Licenses for up to 200 sensors. | 1 | $120,750.00 |
| DB/CORE X+ | TRAFFICNOW | 12 different full city origin/destination matrices. Includes all DeepBlue Core features. One year maintenance included. Licenses for up to 200 sensors. | 1 | $147,650.00 |
| **DEEPBLUE CORE/CORE+ SERVER MAINTENANCE** | | | | |
| DB/CORE-MNT | TRAFFICNOW | Optional yearly maintenance fee(starting second year). Does not include software upgrades. Remote connection to server required. | 1 | $5,050.00 |
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| HYDRA001 | WTI | WTI Hydra 265 Transcoder | 1 | $2,950.00 |
| SWCM-PF-C | WTI | Sidewinder Cable for SW720A with Female Connector and Open End, Length per Ft. | 1 | $9.00 |
| SWCA2A | WTI | Sidewinder Cable, AMP Male to AMP Female, Length per Ft. | 1 | $9.00 |
| SWCM2A | WTI | Sidewinder Cable, MS Female to AMP Male, COHU Adapter, Length per Ft. | 1 | $9.00 |
| SWCA-PF | WTI | Sidewinder Cable for SW720A Length per Ft. | 1 | $9.00 |
| 15-4-1430 | WTI | Sidewinder Mounting Plate, Square, 6"x6"x3/8" | 1 | $90.00 |
| SP-4157-PNC TOP MOUNT | WTI | Sidewinder Pedestal Mount 6" | 1 | $173.00 |
| SWWM1 w/VPA | WTI | Sidewinder Wall Mount with Vertical Pole Mount Adapter. | 1 | $215.00 |
| WTI-POE-I-ALT | WTI | Sidewinder POE Injector | 1 | $475.00 |
| VS720A-H.264-HD30-AC-BR | WTI | Viper PTZ Camera, 85-265 VAC, Analog/HD Hybrid | 1 | $5,300.00 |
| VS720-H.264-HD30L-AC-A | WTI | SW 1.5 PTZ Camera, 85-265 VAC, Bottom Egress, HD30L | 1 | $5,300.00 |
| VS720-H.264-HD30L-AC-AR | WTI | SW 1.5 PTZ Camera, 85-265 VAC, Bottom Egress, HD30L, AMP & RJ-45 | 1 | $5,300.00 |
| VS720-H.264-HD30L-AC-ARE | WTI | SW 1.5 PTZ Camera, 85-265 VAC, Bottom Egress, HD30L, AMP Connector | 1 | $5,300.00 |
| VS720-H.264-HD30L-AC-BE | WTI | SW 1.5 PTZ Camera, 85-265 VAC, Bottom Egress, HD30L, Engine Brake | 1 | $5,300.00 |
| VS720-H.264-HD30L-AC-BR | WTI | SW 1.5 PTZ Camera, 85-265 VAC, Bottom Egress, HD30L, MS Connector | 1 | $5,300.00 |
| VS720-H.264 HD30L-POE-R | WTI | SW 1.5 PTZ Camera, 85-265 VAC, Bottom Egress, HD30L, POE, RJ-45 w Coupler | 1 | $5,325.00 |
| VS720-H.264 HD30L-POE-RE | WTI | SW 1.5 PTZ Camera, 85-265 VAC, Bottom Egress, HD30L, POE | 1 | $5,625.00 |
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| **ECHA (802.11 at/af, Serial Port, GPS, RSSI LED, Reset Button)** | | | | |
| **SINGLE UNIT** | | | | |
| ECHA5-1 | XILOQ | Echa - Single Radio with Intregrated Dual Polarization Antenna - 5.8GHz- Up to 300Mbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,500.00 |
| ECHA4-1 | XILOQ | Echa - Single Radio with Intregrated Dual Polarization Antenna - 4.9GHz- Up to 300Mbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,500.00 |
| ECHA2-1 | XILOQ | Echa - Siingle Radio with Intregrated Dual Polarization Antenna - 2.4 GHz- Up to 300Mbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,500.00 |
| ECHA5-E | XILOQ | Echa - Siingle Radio with Dual External Antenna Connectors - 5.8GHz- Up to 300Mbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,420.00 |

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| ECHA4-E | XILOQ | Echa - Siingle Radio with Dual External Antenna Connectors - 4.9GHz- Up to 300Mbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,420.00 |
| ECHA2-E | XILOQ | Echa - Siingle Radio with Dual External Antenna Connectors - 2.4GHz- Up to 300Mbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,420.00 |
| **DUAL UNITS** | | | | |
| ECHA55-DI | XILOQ | Echa - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (2) 5.8GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,980.00 |
| ECHA44-DI | XILOQ | Echa - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (2) 4.9GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,980.00 |
| ECHA22-DI | XILOQ | Echa - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (2) 2.4GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,980.00 |
| ECHA54-DI | XILOQ | Echa - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (1) 5.8GHz-(1) 4.9GHz Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,980.00 |
| ECHA52-DI | XILOQ | Echa - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (1) 5.8GHz-(1) 2.4GHz Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,980.00 |
| AX42-DI | XILOQ | Echa - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (1) 4.9GHz-(1) 2.4GHz Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,980.00 |
| ECHA55-DE | XILOQ | Echa - Dual Radio with 4 External Antenna Connectors (2) 5.8GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,930.00 |
| ECHA44-DE | XILOQ | Echa - Dual Radio with 4 External Antenna Connectors (2) 4.9GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,930.00 |
| ECHA22-DE | XILOQ | Echa - Dual Radio with 4 External Antenna Connectors (2) 2.4GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,930.00 |
| ECHA54-DE | XILOQ | Echa - Dual Radio with 4 External Antenna Connectors-(1) 5.8 (1) 4.9GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,930.00 |

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| ECHA52-DE | XILOQ | Echa - Dual Radio with 4 External Antenna Connectors-(1) 5.8 (1) 2.4GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,930.00 |
| ECHA42-DE | XILOQ | Echa - Dual Radio with 4 External Antenna Connectors-(1) 4.9 (1) 2.4GHz-Up to 600Mbps Gigabit PoE Compliant (IEEE 802.3AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,930.00 |
| EURUS 58-INT | XILOQ | 5.8 Ghz, Up to 108Mbs, Intregrated 23dBi Antenna, Access Point or Remote Station. Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $1,960.00 |
| EURUS5-1 | XILOQ | Single Radio with Integrated Dual Polarity Antenna 5.8 Ghz, Up to 300Mbs, Includes RSSI LED, Reste Button Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $2,070.00 |
| EURUS4-1 | XILOQ | Single Radio with Integrated Dual Polarity Antenna 4.9 Ghz, Up to 300Mbs, Includes RSSI LED, Reste Button Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $2,070.00 |
| EURUS2-1 | XILOQ | Single Radio with Integrated Dual Polarity Antenna 2.4 Ghz, Up to 300Mbs, Includes RSSI LED, Reste Button Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $2,070.00 |
| EURUS5-E | XILOQ | Single Radio with Dual External Connectors 5.8 Ghz, Up to 300Mbs, Includes RSSI LED, Reste Button Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $2,070.00 |
| EURUS4-E | XILOQ | Single Radio with Dual External Connectors 4.9 Ghz, Up to 300Mbs, Includes RSSI LED, Reste Button Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $2,070.00 |
| EURUS2-E | XILOQ | Single Radio with Dual External Connectors 2.4 Ghz, Up to 300Mbs, Includes RSSI LED, Reste Button Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $2,070.00 |
| EURUS 5824-INT | XILOQ | 5.8 Ghz, Up to 108Mbs, Intregrated 23dBi Antenna with Embedded Wi-Fi(802.1b/g). Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $2,610.00 |
| EURUS 58-SA | XILOQ | 5.8 Ghz, Up to 108Mbs, Stand Alone Access Point or Remote Station. Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. NO ANTENNAS INCLUDED | 1 | $1,960.00 |
| EURUS 5858-SA | XILOQ | Dual BBS Radio(5.8/5.8GHz) Stand Alone Enclosure, 2 Antenna Ports(Type N-F). Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. NO ANTENNAS INCLUDED | 1 | $2,860.00 |
| EURUS 5824-SA | XILOQ | Dual BBS Radio(5.8/2.4GHz) Stand Alone Enclosure, 2 Antenna Ports(Type N-F). Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. NO ANTENNAS INCLUDED | 1 | $2,860.00 |
| EURUS 5858-INT | XILOQ | 5.8 Ghz, Up to 261Mbs, Dual Radio. Includes (2) 23dBi Panel Antennas, Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $3,115.00 |
| EURUS 58-SE | XILOQ | 5.8 Ghz, Up to 261Mbs, Dual Radio. Includes 2 Adjustable Sector Antennas, Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $3,450.00 |
| EURUS 49-INT | XILOQ | 4.9 Ghz, Up to 54Mbs, Integrated 23dBi Antenna Access Point or Remote Station. Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $1,960.00 |
| EURUS 49-SA | XILOQ | 4.9 Ghz, Up to 54Mbs, Stand Alone Access Point or Remote Station. Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. NO ANTENNAS INCLLUDED. | 1 | $2,020.00 |
| EURUS 4949-SA | XILOQ | 4.9 Ghz, 2x108 Mbps, Stand Alone Access Point or Remote Station. Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. NO ANTENNAS INCLLUDED. | 1 | $2,960.00 |
| EURUS 4949-INT | XILOQ | 4.9 Ghz, 2x108 Mbps, Dual Radio. Includes Mounting Hardware, (2) 23 dBi Panel Antennas, PoE Injector and 160' Outdoor Ethernet Cable. NO ANTENNAS INCLUDED | 1 | $3,260.00 |
| EURUS 24-INT | XILOQ | 2.4 Ghz, Up to 108 Mbps, Integrated 19dBi Antenna Access Point or Remote Station. Includes Mounting Hardware,PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $1,960.00 |
| EURUS 24-SA | XILOQ | 2.4 Ghz, Up to 108 Mbps, Stand Alone Access Point or Remote Station. Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. NO ANTENNAS INCLLUDED. | 1 | $1,960.00 |
| EURUS 2424-SA | XILOQ | 2.4 Ghz, Up to 108 Mbps, Dual Radio. Stand Alone Access Point or Remote Station. Includes Mounting Hardware, PoE Injector and 160' Outdoor Ethernet Cable. NO ANTENNAS INCLLUDED. | 1 | $2,860.00 |

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| EURUS 2424-INT | XILOQ | 2.4 Ghz, Up to 216Mbps, Dual Radio.Includes Mounting Hardware, (2) 19dBi Panel Antennas,,PoE Injector and 160' Outdoor Ethernet Cable. | 1 | $3,115.00 |
| **HELIOS (802.11ac, Serial Port, HD Bracket, GPS, RSSI LED, Reset Button)** | | | | |
| **SINGLE UNIT** | | | | |
| Helios5ac-1 | XILOQ | Helios - Single Radio with Intregrated Dual Polarization Antenna - 5.8GHz- Up to 866Mbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,620.00 |
| Helios5ac-E | XILOQ | Helios - Single Radio with Dual External Antenna Connector- 5.8GHz- Up to 866Mbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,620.00 |
| **DUAL UNITS** | | | | |
| Helios5ac5ac-DI | XILOQ | Helios - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (2)- 5.8GHz- Up to 1.7Gbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,550.00 |
| Helios5ac-I | XILOQ | Helios - Dual Radio with 4 External Connectors - (2) 5.8GHz- Up to 1.7Gbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,550.00 |
| Helios55ac-DI | XILOQ | Helios - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (2)- 5.8GHz- Up to 1.7Gbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,550.00 |
| Helios45ac-DI | XILOQ | Helios - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (1) 5.8 (1)- 4.9GHz- Up to 1.7Gbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,550.00 |
| Helios25ac-DI | XILOQ | Helios - Dual Radio with Integrated Dual Polarity Antenna and Dual External Antenna Connectors (1) 5.8 (1)- 2.4GHz- Up to 1.7Gbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,550.00 |
| Helios55ac-DE | XILOQ | Helios - Dual Radio with 4 External Connectors - (2) 5.8GHz- Up to 1.7Gbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,550.00 |
| Helios45ac-DE | XILOQ | Helios - Dual Radio with 4 External Connectors - (1) 5.8GHz-(1) 4.9GHz Up to 1.7Gbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,550.00 |
| Helios25ac-DE | XILOQ | Helios - Dual Radio with 4 External Connectors - (1) 5.8GHz-(1) 2.4GHz Up to 1.7Gbps, Gigabit PoE Compliant (IEEE 802.11AF/AT). Embedded GPS, Power LED, RSSI LEDs and Reset Button. Includes Mounting Hardware and 160' Outdoor Ethernet Cable, PoE Injector included | 1 | $2,550.00 |
| **EURUS (RSSI LED, Reset Button)** | | | | |
| EURUS5-I | XILOQ | EURUS \| Single Radio with Integrated Dual Polarity Panel Antenna - 5.8GHz - Up to 300Mbps | 1 | $2,070.00 |
| EURUS4-I | XILOQ | EURUS \| Single Radio with Integrated Dual Polarity Panel Antenna - 4.9GHz - Up to 300Mbps | 1 | $2,070.00 |
| EURUS2-I | XILOQ | EURUS \| Single Radio with Integrated Dual Polarity Panel Antenna - 2.4GHz - Up to 300Mbps | 1 | $2,070.00 |
| EURUS5-E | XILOQ | EURUS \| Single Radio with Dual External Antenna Connectors - 5.8GHz - Up to 300Mbps | 1 | $2,070.00 |

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|---|---|---|---|---|
| EURUS4-E | XILOQ | EURUS \| Single Radio with Dual External Antenna Connectors - 4.9GHz - Up to 300Mbps | 1 | $2,070.00 |
| EURUS2-E | XILOQ | EURUS \| Single Radio with Dual External Antenna Connectors - 2.4GHz - Up to 300Mbps | 1 | $2,070.00 |
| ECHA-POEB | XILOQ | Basic Gigabit PoE Injector and Splitter | 1 | $98.00 |
| ECHA POE | XILOQ | 1-Port Gigabit PoE Injector-Operating temperature of -40 to +80C(50 Watt output) Will power up to 4 cluster radio | 1 | $450.00 |
| EU-BB-POE | XILOQ | PoE with Surge Protection. BBS Power Supplies(24 or 48 ADC) are required | 1 | $115.00 |
| EU-PS-48 | XILOQ | BBPoE Power Supply:Input 100-240VAC, 50/60Hz Output 48VDC, 1.03A(3 and 4 radio units) | 1 | $495.00 |
| EU-PS-24 | XILOQ | BBPoE Power Supply:Input 100-240VAC, 50/60Hz Output 24VDC, 1.03A(1 and 2 radio units) | 1 | $495.00 |
| Borealis 900 | XILOQ | 900Mhz, 115Kbps FHSS wireless data transciever, RS232,RS422, RS485, 6-30 volts, N(M) connector | 1 | $1,340.00 |
| AN-11-Y | XILOQ | Yagi Directional Antenna, 11 dBi, 7 element, 890-960 MHz, 3" clamp included, N(F) connector | 1 | $280.00 |
| AN-08-Y | XILOQ | Yagi Directional Antenna, 8 dBi, 4 element, 890-960 MHz, 3" clamp included, N(F) connector | 1 | $265.00 |
| AN-12-Y | XILOQ | Yagi Directional Antenna, 12 dBi, 7 element, 890-960 MHz, heavy duty mounting hardware included, N(F) connector | 1 | $335.00 |
| AN-RD | XILOQ | 9" Stub Antenna-902-928 MHz, SMA connector and N(M) adapter inclluded | 1 | $113.00 |
| AN-05-0 | XILOQ | 5dB - 48" Omni Antenna in fiberglass housing:, 902-928 MHz, 5 dB N(F) connector. Recommended Mounting Hardware: AN-MK-900 (Not included) | 1 | $222.00 |
| AN-06-0 | XILOQ | 6dB - 65" Omni Antenna in fiberglass housing:, 902-928 MHz, 6 dB N(F) connector. Recommended Mounting Hardware: AN-MK-900 (Not included) | 1 | $228.00 |
| AN-MK--900 | XILOQ | Omni Antenna: Mount for 900MHz, fiberglass Omni Heavy Duty | 1 | $135.00 |
| AN-03-0 | XILOQ | Mobile Low Profile Antenna -3dBi 900 MHz, 6 dB N type connector | 1 | $128.00 |
| AN-MM--900 | XILOQ | Magnet Mount 12' cable (must specify connector type) NO ANTENNA INCLUDED | 1 | $687.00 |
| AN-15-Y-24 | XILOQ | Enclosed Yagi Antenna, 2.4-2.4835GHz,15 dBi gain, 20dBi F/B ratio, N(F) Mounting Hardware included | 1 | $308.00 |
| AN-06-0-24 | XILOQ | 2.4GHz, Omni Antenna (6dBi): Recommended Mounting Hardware: AN-MK-24 (NOT INCLUDED) | 1 | $297.00 |
| AN-MK-24 | XILOQ | Omni Mount (L-Bracket) | 1 | $353.00 |
| ANBB-23-4958-DP | XILOQ | Dual Polarized Panel Antenna, 23dBi, N-(F)(F), 4.9-5.90GHz Includes Mounting Hardware | 1 | $330.00 |
| ANBB-23-4958 | XILOQ | Panel Directional Antenna, 23dBi, N-(F)(F), 4.9-5.90GHz Includes Mounting Hardware | 1 | $330.00 |
| ANBB-18-4958-5 | XILOQ | Adjustable Sector Directional Antenna, 45,60,90,120 degrees 4.9-5.90GHz (Gain 14,15,16,18dBi) Antenna Mount Kit, includes Hub Plate, 2 aluminum pipes and 1 90 degree elbow, with 62" Cable | 1 | $415.00 |
| AN-MK-P | XILOQ | Antenna Mount Kit, includes Hub Plate, 2 aluminum pipes and 1 90 degree elbow, with 62" Cable | 1 | $295.00 |
| AN-900-PD | XILOQ | 900MHz Power divider/splitter(2-way), N(F) connectors | 1 | $225.00 |
| AN-24-PD | XILOQ | 2.4GHz Power divider/splitter(2-way), N(F) connectors | 1 | $263.00 |
| ANBB-58-PD | XILOQ | 5.8GHz Power divider/splitter(2-way), N(F) connectors | 1 | $265.00 |
| ANBB-24-PD | XILOQ | 2.4GHz Flat Panel Antenna 19dBi, N(F) connector c/w Mounting Hardware | 1 | $325.00 |

**City Council (FY24)** **4. h.**

**Meeting Date:** 10/22/2024

**Department:** Public Works

**Key Focus Areas:** Infrastructure Development and Maintenance

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## AGENDA CAPTION:

Consider action on a Resolution approving an agreement between the Town of Addison and Halff Associates, Inc. for South Addison Drainage Basin and Addison Circle Drainage Basin Stormwater Infrastructure Assessment and authorizing the City Manager to execute the agreement in an amount not to exceed $350,000.

## BACKGROUND:

The purpose of this item is to approve a Professional Services Agreement (PSA) with Halff Associates, inc. for stormwater infrastructure condition assessment of the South Addison Drainage Basin and Addison Circle Drainage Basin.

During the FY23-24 budget process, a recurring decision package for $350,000 was approved to perform routine maintenance of the Town's stormwater infrastructure as well as inspect each of the eight drainage basins on an annual rotation.

This assessment will identify infrastructure that requires cleaning and/or repairs.

The scope of this PSA is generally:

- Television Inspection (CCTV) of Storm Drains
- Access Point Inspections
- Recommendations for Corrective Action
- Stormwater System Repair Summaries
- Updating of GIS to match actual field-verified assets

These two drainage basins consist of approximately 50,000 linear feet of storm drains, 24 manholes, 205 inlets, and 1 headwall.

Halff Associates was chosen for its industry expertise, excellent reputation, and proven track record with the Town. Halff completed the Stormwater Master Plan for the Town to identify Capital Improvement Projects in 2017.

The funding for these services will come out of the FY25 stormwater budget.

## RECOMMENDATION:

Administration recommends approval.

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**Attachments**

Resolution - Halff PSA
Stormwater Basin Map

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**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR SOUTH ADDISON DRAINAGE BASIN AND ADDISON CIRCLE DRAINAGE BASIN STORMWATER INFRASTRUCTURE ASSESSMENT IN AN AMOUNT NOT TO EXCEED $350,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize an agreement with Halff Associates, Inc. for South Addison Drainage Basin and Addison Circle Drainage Basin Stormwater Infrastructure Assessment in conformance with the City's requirements.

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

**SECTION 1**. The City Council hereby approves the agreement between the Town of Addison and Halff Associates, Inc. in an amount not-to-exceed of $350,000.00, 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 ***22nd*** day of ***OCTOBER***, 2024.

**TOWN OF ADDISON, TEXAS**

_____

Bruce Arfsten, Mayor

**ATTEST:**

_____

Valencia Garcia, City Secretary

**PROFESSIONAL SERVICES AGREEMENT**
SOUTH ADDISON DRAINAGE BASIN AND ADDISON CIRCLE DRAINAGE BASIN
STORMWATER INFRASTRUCTURE ASSESSMENT

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

**RECITALS**

**WHEREAS**, City desires to engage Professional 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**, 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 City, Professional agrees to provide to City South Addison Drainage Basin and Addison Circle Drainage Basin Stormwater Infrastructure Assessment ("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 City 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 City has accepted the same, unless sooner terminated as provided in this Agreement.

**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 City.

(b) Site Access. City 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 City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City 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 City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City 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 City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) 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 Professional shall be and remain liable to City in accordance with applicable law for all damages to City 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 City 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 City. 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 City and its designees the right to audit, examine or inspect, at City'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. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. 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. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City 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 City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City 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 City 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 City.

**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 City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City 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 City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City 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 City 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 City as required by this Agreement, City 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 City's request and in furtherance of this Agreement. City 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 City 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 City 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 City, 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 City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional 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 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 City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional 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 if instructed to do so by City. In the event City 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 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. 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000.00).

(b) Payment Terms. City 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 City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (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 Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) Deductions. City, following written notice to Professional and affording Professional reasonable time and opportunity to investigate, refute, or cure, may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. 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 City, or City's premises, following written notice to Professional and

affording Professional reasonable time and opportunity to investigate, refute, or cure,arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional 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 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 ($30^{th}$) 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 City's written notice to Professional 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 Professional except for all services determined by City 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 City at which Professional is required to attend, but shall not include any loss of profit of Professional. 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 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, acts of God, 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 City. City 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 City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City 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 City to be properly performed by Professional 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 Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if (i) Professional 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 9. Insurance**

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. 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 City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

**Section 10. 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 PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL 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. PROFESSIONAL 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 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 NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY 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 City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation 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 City. (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 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]

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

For City:

TOWN OF ADDISON, TEXAS

By:_____
David Gaines
City Manager

Date: _____

Notice Address:

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

Addison Contract ID:
PSA_STW_October 2, 2024_v1.20220427

For Professional:

HALFF ASSOCIATES, INC.

By:_____
Matt Stahl
AI/Infrastructure Management Team Leader

Date: 10-09-2024

Notice Address:

Halff Associates, Inc.
Attn: Matt Stahl, AI/Infrastructure Management Team Leader
2601 Meacham Blvd Suite 600
Fort Worth, Texas 76137
E: mstahl@halff.com

**EXHIBIT "A"**
**SCOPE OF SERVICES**

(attached)

FY25 South Addison Drainage Basin and Addison Circle Drainage Basin
Stormwater Infrastructure Assessment

**Background**

The Town of Addison Public Works and Engineering Services prepared a stormwater system maintenance plan in 2023 to extend the life of the system assets and to provide for long-term operation and a high level of service to customers. The Town contracted with Halff in FY24 to perform field condition assessment, post-processing, and evaluation of stormwater assets in the South Addison and Addison Circle Basins. The Town has elected to contract with Halff in FY25 for continued implementation of the stormwater maintenance plan in additional drainage basins.

The FY25 South Addison Basin and Addison Circle Drainage Basin Stormwater Infrastructure Assessment project will perform field condition assessment, post-processing, and evaluation of stormwater assets in the South Addison and Addison Circle Drainage Basins. These two basins contain approximately (accessible and public) 50K LF of storm drains, 24 manholes, 205 inlets, and 1 headwall. Halff (Consultant) will coordinate with an inspection sub-contractor and manage field data collection efforts and data delivery, QA/QC review, linear referencing services to GIS database format, detailed corrective action recommendations with opinion of probable costs (OPC) for high-priority assets, and standardized scoring and prioritization of the stormwater assets that are inspected.

Details of the budget, schedule, and scope of work for this project are provided below.

**Budget, Schedule, and Scope**

BUDGET

The total budget for the FY25 task order is $350,000. Budget detail by Task is provided in the Budget table (Attachment A).

SCHEDULE

This work will be completed during FY25. Schedule detail by Task is provided in the Schedule table (Attachment B).

SCOPE

Task 1 – Project Management

- Coordinate and attend monthly progress update meetings with the Town of Addison staff. Document meeting minutes, action items, and attendees. Provide these items to attendees.
- Manage project budget and billing.
- Deliverables:
    - Meeting minutes delivered after meetings
    - Progress report updated and delivered with monthly billing

Task 2 – Storm Drain CCTV Inspections

- Television Inspection (CCTV) of storm drains:
    - Based on overall priority for the program, South Addison Drainage Basin and Addison Circle Drainage Basin (totaling approximately 50K LF) are the next priority areas identified by the Town.
    - A maximum of 50K LF of CCTV inspection is expected with the assigned budget.
- This task will provide for management of recommended pipe inspections that are approved by the Town. CCTV contractor will be able to dedicate a crew to conduct these inspections. Halff will manage the pipe inspections, to include: field mobilization and mapping coordination, field coordination, data receipt, data QA/QC, data referencing into GIS, storm drain condition scoring ('SDCS') in GIS, preparation of GIS map service layer/database, and review and approval of CCTV contractor inspection invoices.
- Deliverables:
    - Table of QA/QC with comments
    - GIS layer/database - pipe observations
    - GIS layer/database – pipes scored per 'SDCS'
    - CCTV video and photos (delivered with GIS media)
    - CCTV inspection report (delivered with GIS media)

Task 3 – Access Point Inspections

- Topside Inspection of access points:
    - Approximately 230 access points (manholes, inlets, and headwalls) will be inspected in the South Addison and Addison Circle Basins using a 'Level 1', topside inspection approach. 'Level 2' MACP inspections with full-descent will not be performed.
    - 'Level 1' topside inspections will include an XYZ coordinate for the cover, area and downward photos, 360-degree photo within the structure, depth measurement, measurement of incoming and outgoing pipes diameters, and a pole-camera inspection with standardized scoring of the access point.
    - Additional access points (maximum of 10) as requested by the Town may be inspected throughout the contract duration with specific locations to be identified at a later date.
    - A maximum of 240 topside inspections of access points are expected with the assigned budget.
- This task will provide for management of the access point inspections that are approved by the Town. Halff inspection crews will perform these inspections. Halff to manage the access point inspections, which will include: field mobilization and mapping coordination, field coordination, data receipt, data QA/QC, data referencing into GIS, access point condition scoring ('MHCS') in GIS, and preparation of GIS map service layer/database.
- Deliverables:
    - Table of QA/QC with comments
    - GIS layer/database – access point observations
    - GIS layer/database – access point scored per 'MHCS'
    - Access point photos (delivered with GIS media)

Task 4 – Recommendations for Corrective Action

- Perform detailed evaluation of FY25 storm drain and access point inspection data and make recommendations for corrective actions (both structural and operations & maintenance or 'O&M'). The emphasis for detailed evaluation will typically be the inspected storm drains with PACP grade of 3 or higher. All inspected point assets (manholes, inlets, headwalls) will be reviewed in detail. Populate the 'Recommendations Tracking' GIS layer for the pipes and access points that fit these criteria.
- Assumptions for planning-level opinion of probable cost (OPC) will be submitted to the Town for approval. Consultant will use the approved assumptions to prepare an OPC for each corrective action, to include both structural and O&M corrective actions.
- Consultant will present the high priority recommendations to the Town staff and seek Town approval to proceed with development of the stormwater system repair summaries (Task 5).
- Deliverables:
    - GIS layer/database - pipes evaluated and recommended for corrective action
    - GIS layer/database – access points evaluated and recommended for corrective action

Task 5 – Stormwater System Repair Summaries

- Prepare a 1-page summary sheet for each approved repair project using a standard reporting format with planning-level cost estimates for each location. Create summaries for the most severe storm drain repair sites that are identified and prioritized for construction in upcoming projects, including utility intrusions and point repairs. Up to 30 repair summaries will be prepared.
- Attach the summary as PDF to the GIS layer/database for the proposed storm drain repairs, which will contain specific corrective action recommendations in the GIS layer attribute table, as a reference for users of the dataset.
- Update the 'Recommendations Tracking' layer with the planning level cost estimate and tracking labels to indicate that the summary deliverable(s) have been prepared and attached in GIS.
- Deliverables:
    - 1-page summary sheets with budgetary cost estimate (1 per project approved by Town staff)
    - Attachment of summary sheet to Recommendations Tracking GIS layer/database

Task 6 – Precision Locates

- This task will gather accurate point coordinates (XY) for the specific sites recommended for high-priority repairs. The CCTV contractor will use "sonde" precision locator technology with the CCTV crawler. Halff or Contractor will GPS locate the topside markers and transfer into GIS.
- A maximum of 10 sonde locates will be performed with the assigned budget.
- Deliverables:
    - Site maps of recommended projects for CCTV contractor to precision locate and mark repair sites above ground
    - Summary table from CCTV contractor listing each site and a description of precision locate mark

- Field photos from CCTV contractor showing each precision locate mark
- Summary table from Halff listing each site, a description of precision locate mark, and the GPS coordinates of the precision locate mark
- GIS layer/database - point for each precision locate mark

Task 7 – Data Coordination and Technical Memorandum

- This task will provide support for data requests and exchanges during the contract duration. The Consultant will provide a formal data request at the beginning of the project as well as data coordination involving updates based on field data activities and verification. The Consultant will deliver many of the previous task results and deliverables in a GIS format.
- Consultant will provide public outreach support as part of this task. The Consultant will provide a brief video summary of the project as well as a technical memorandum summary writeup that the Town may submit to seek project awards or recognition through industry organizations.
- Deliverables:
  - Formal data request
  - Data updates for asset location and attributes
  - GIS data deliverable coordination and exchange – layers/services described in the various tasks
  - Brief summary video of the project
  - Brief technical memorandum summary writeup of the project activities and accomplishments

**Additional Services**

The Consultant can provide the following additional services at the Town's request:

- Storm drain construction designs and bidding documents
- Subsurface utility engineering (SUE) services
- Risk-based prioritization services
- As-built plans digitizing

**ATTACHMENT A – BUDGET**

**FY25** Budget per Phase to be set as shown below

**TASK ORDER** UPDATED 2024-09-09

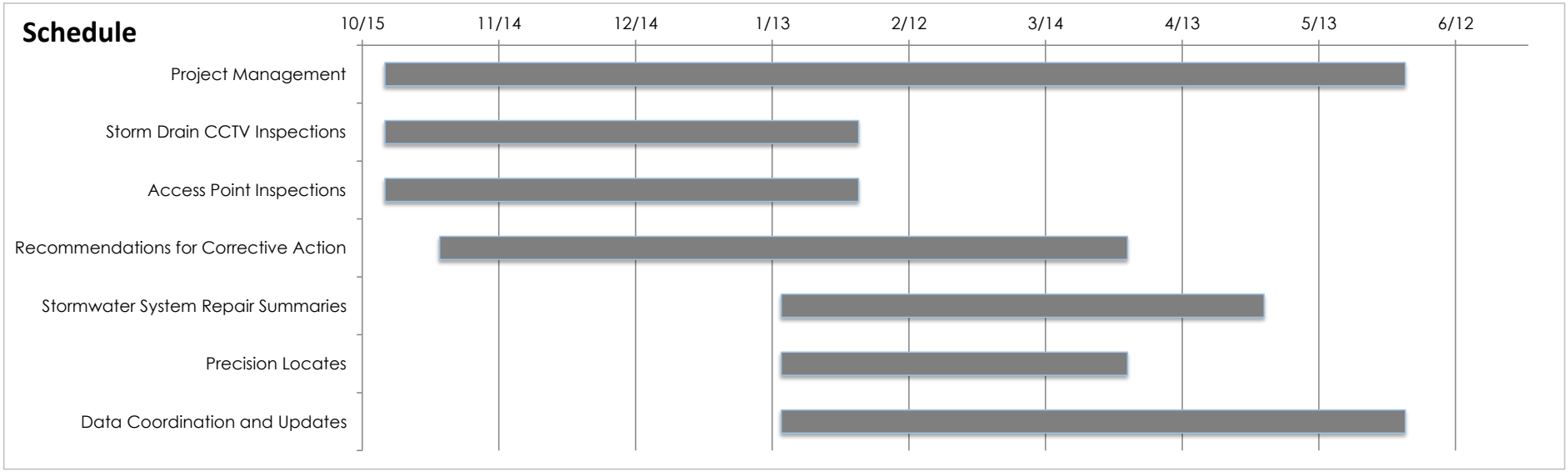
| No. | Phase | Task Fee (Not To Exceed) | Percentage of Total Fee | Quantity | Comment/Assumptions |
|---|---|---|---|---|---|
| 1 | Project Management | $8,000 | 2% | | |
| 2 | Storm Drain Inspections | $174,000 | 50% | 50,000 | LF of CCTV in study basins |
| 3 | Access Point Inspections | $107,000 | 31% | 240 | Inspections in study basins |
| 4 | Recommendations for Corrective Action | $25,000 | 7% | | Corrective action recommendations |
| 5 | Stormwater Repair Summaries | $18,000 | 5% | 30 | Repair summaries planned |
| 6 | Precision Locates | $3,000 | 1% | 10 | Sonde locates planned |
| 7 | Data Coordination and Technical Memorandum | $15,000 | 4% | | Data updates, summary documentation |
| | **TOTAL*** | $350,000 | **100%** | | |

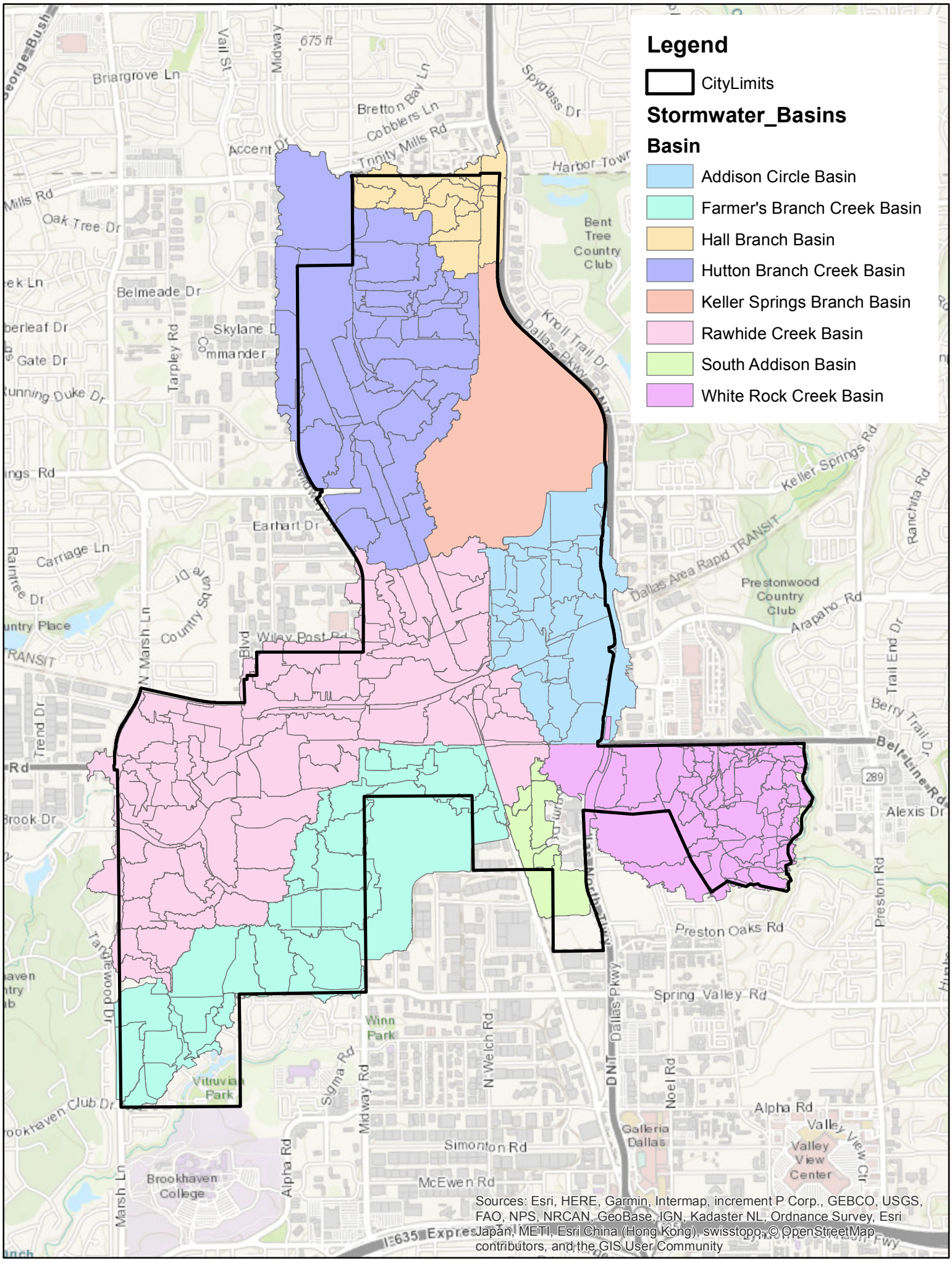
# ATTACHMENT B - SCHEDULE BY TASK

| | |
|---|---|
| **PROJECT NAME** | FY25 South Addison and Addison Circle Drainage Basins Stormwater Infrastructure Assessment |
| | |
| **DATE REVISED** | 9/9/2024 |

**P.O. #XXXXXXXX**

| TASKS | ASSIGNED TO | PLANNED START | PLANNED END | ACTUAL START | ACTUAL END | DAYS | PRIORITY | STATUS | COMPLETE |
|---|---|---|---|---|---|---|---|---|---|
| Project Management | Halff | 10/20/2024 | 6/1/2025 | 10/20/2024 | 6/1/2025 | 224 | | NOT STARTED | 0% |
| Storm Drain CCTV Inspections | Halff | 10/20/2024 | 2/1/2025 | 10/20/2024 | 2/1/2025 | 104 | | NOT STARTED | 0% |
| Access Point Inspections | Halff | 10/20/2024 | 2/1/2025 | 10/20/2024 | 2/1/2025 | 104 | | NOT STARTED | 0% |
| Recommendations for Corrective Action | Halff | 11/1/2024 | 4/1/2025 | 11/1/2024 | 4/1/2025 | 151 | | NOT STARTED | 0% |
| Stormwater System Repair Summaries | Halff | 1/15/2025 | 5/1/2025 | 1/15/2025 | 5/1/2025 | 106 | | NOT STARTED | 0% |
| Precision Locates | Halff | 1/15/2025 | 4/1/2025 | 1/15/2025 | 4/1/2025 | 76 | | NOT STARTED | 0% |
| Data Coordination and Updates | Halff | 1/15/2025 | 6/1/2025 | 1/15/2025 | 6/1/2025 | 137 | | NOT STARTED | 0% |
| **TOTAL** | | | | | | **224** | | | |




Legend
CityLimits
Stormwater_Basins
Basin
Addison Circle Basin
Farmer's Branch Creek Basin
Hall Branch Basin
Hutton Branch Creek Basin
Keller Springs Branch Basin
Rawhide Creek Basin
South Addison Basin
White Rock Creek Basin
Briargrove Ln
Midway
675 ft
Bretton Bay Ln
Cobblers Ln
Trinity Mills Rd
Spyglass Dr
Accent Dr
Harbor Town
Bent Tree Country Club
Oak Tree Dr
Belmeade Dr
Tarpley Rd
Skylane Dr
Commander
Knoll Trail Dr
Dallas Pkwy
Keller Springs Rd
Ranchita Rd
Earhart Dr
Carriage Ln
Country Square Dr
N Marsh Ln
Wiley Post Rd
Dallas Area Rapid TRANSIT
Prestonwood Country Club
Arapaho Rd
Trail End Dr
Berry Trail Dr
Trend Dr
Belt Line Rd
289
Alexis Dr
Preston Rd
Preston Oaks Rd
Spring Valley Rd
Dallas Pkwy
DNT
N Welch Rd
Noel Rd
Winn Park
Sigma Rd
Midway Rd
Vitruvian Park
Targa Wood Dr
Alpha Rd
Galleria Dallas
Valley View Center
Simonton Rd
McEwen Rd
Brookhaven College
Marsh Ln
I-635 Expressway
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

**City Council (FY24)** **4. i.**

**Meeting Date:** 10/22/2024

**Department:** Fire

**Key Focus Areas:** Public Safety

---

## AGENDA CAPTION:

Consider action on a Resolution approving the purchase of a Spartan Pumper Apparatus from Metro Fire Apparatus Specialists and authorize the City Manager to execute the purchase order in an amount not to exceed $1,192,124.

## BACKGROUND:

The purpose of this item is to purchase a Spartan Pumper with a Gladiator Chassis from Metro Fire Apparatus Specialists for an amount not to exceed $1,192,124. On May 30, 2023, the City Manager executed a Letter of Intent to purchase this apparatus to replace an end-of-life apparatus with a delivery date between October 1, 2024, and September 30, 2025. This apparatus is part of a routine-scheduled replacement and will be purchased with proceeds from the 2024 Certificates of Obligation.

## RECOMMENDATION:

Staff recommends approval.

---

**Attachments**

Resolution - Spartan Pumper Apparatus Purchase

Engine Chassis Proposal

Change Order

---

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF A FIRE ENGINE IN AN AMOUNT NOT TO EXCEED $1,192,124.00; AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council previously authorized a letter of intent to purchase a new fire engine and desires to authorize the purchase of said fire engine from Metro Fire Apparatus Specialists, Inc. pursuant to Sourcewell Vendor Contract #113021-RVG-4.

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

**SECTION 1**. The City Council hereby approves the purchase of a Spartan Pumper on a Gladiator Chassis including equipment in an amount not-to-exceed of $1,192,124.00.00. A copy of the contract offer is 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 ***22nd*** day of ***October***, 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia, City Secretary

**EXHIBIT A**

**[To Be Attached]**

May 3, 2023

Metro Fire Apparatus Specialists, Inc.
514 Michigan
Houston, TX 77587
(713) 692-091 I

Re: Letter of Intent to Purchase (LOT) New Spartan Pumper on a Gladiator Chassis.

Dear Metro Fire:

I have been authorized by **Town of Addison, Texas** ("Purchaser" or "Customer") to present you with this non-binding Letter of Intent (LOI) on behalf of Purchaser. In particular, Purchaser intends to execute a purchase order with **Metro Fire Apparatus Specialists.** ("Vendor") for the pmchase of ce11ain products described herein, subject to Purchaser's final approval of its fiscal year 2024-2025 annual budget and appropriation of funding for the products described herein. The terms of this LOI are as follows:

1. **PRODUCT(S):** Vendor desires to sell and Purchaser desires to purchase certain equipment, certain chassis and/or vehicles, being more specifically described in the Proposal dated ***Tuesday, February 28, 2023;*** and attached hereto as **Exhibit A** (the "Equipment"). The sale of the Equipment shall be govemed by terms and conditions set forth therein and/or the final purchase order for the Equipment.

2. **TERM; EXPIRATION DATE:** This LOT shall become on the last date of execution here_of. This LOT shall expire upon the earlier of: (i) final delivery of the Equipment to Purchaser, or (ii) September 30, 2025.

3. **DELIVERY DATE:** The parties agree that Purchaser will fund the Pmchase Price (defined herein) with fonds that Purchaser anticipates will be appropriated in Purchaser's fiscal year 2024-2025 budget. Accordingly, the Equipment must be purchased and delivered between October 1, 2024 and September 30, 2025.

4. **PURCHASE ORDER:** Purchaser conditionally agrees to execute a purchase order for the purchase of the Equipment f 'om Vendor, subject to Purchaser's (i) approval of its fiscal year 2024-2025 annual budget (effective October I, 2024), and (ii) appropriation of funding for the Equipment.

5. **PURCHASE PRICE:** The offered purchase price for the Equipment shall not exceed $1,177,242.00 (the "Purchase Price") in accordance with the Proposal in **Exhibit A**. Vendor acknowledges it will not increase the purchase price prior to the expiration of this LOI.

6. **NON-BINDING:** This LOI reflects the parties' present understanding regarding the terms and conditions for the purchase of the Equipment. This LOI shall not, however, create any enforceable legal rights or obligations whereas it is intended that all legal rights and obligations of each of the parties shall only be those which are set forth in the final executed purchase order.

7. **MISCELLANEOUS:** (a) If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any exhibit hereto, said special provisions shall be set forth in **Exhibit A**; (b) if there shall be any conflict between the provisions of the various documents for this proposed transaction, the following order of priority shall apply: (i) this LOI, (ii) the Quote, and (iii) the final purchase order delivered to Purchaser for execution; (c) this LOI shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this LOI shall be in the State District Court of Dallas County, Texas; (d) this LOI may only be assigned with mutual written consent of both parties; (e) this LOI may be executed in counterparts; (f) this LOI may be terminated by either party for any or no reason upon written notice; (g) all notices related to this LOI shall be in writing and sent via email to the parties at the email addresses set forth on the signature page of this LOI (or to such other address that may be designated by the receiving party from time to time).

For Purchaser:

TOWN OF ADDISON, TEXAS

David Gaines
City Manager

Date: May 30, 2023

Notice Address:
Town of Addison
Attn: City Manager
E: dgaines@addisontx.gov

For Vendor:

APPARATUS SPECIALISTS, INC.

Craig N Russell
President/CEO

Date: May 5, 2023

Notice Address:
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
E: crussell@mfas.com

# EXHIBIT A

METRO FIRE
Apparatus Specialists, Inc.
514 Michigan / South Houston, Texas 77587 / (713) 692-0911 / (713) 692-1591 fax

## PROPOSAL

Tuesday, April 18, 2023

Addison Fire Department
Chief David Jones
4798 Airport Pkwy
Addison, TX 75001

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

**One (1) Spartan Pumper on a Gladiator Chassis and equipment as specified:**

***Pumper Price $1,175,242.00***
***HGAC Fee $2000.00***
***TOTAL $1,177,242.00***

No State, Federal or local taxes included
The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals by the Addison Fire Department. Production time is the number of days required to manufacture the apparatus itself. Delays due to strikes, war or other causes beyond our control not preventing, within 450 calendar days after receipt of a signed change order A. The completed apparatus will be delivered to you at:

*Addison Fire Department*
*Addison Texas*

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the Addison Fire Department. Production time is the number of days required to manufacture the apparatus itself. Delays due to strikes, war or other causes beyond our control not preventing, within 450 calendar days after receipt of a signed change order A. The completed apparatus will be delivered to you at:

Unless accepted within 45 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw this proposal.

TERMS:

By Brian Cudaback
Brian Cudaback – Apparatus Manager

**Payment due upon delivery and acceptance of completed apparatus.**

SMEAL

SPARTAN REV GROUP
EMERGENCY RESPONSE
Brandon, SD | Charlotte, MI | Ephrata, PA | Snyder, NE
SPARTANER.COM

Sourcewell Formerly NJPA
Awarded Contract

**Vendor Contract #113021-RVG-4**

September 17, 2024

Town of Addison (Fire Department)
4798 Airport Parkway
Addison, TX 75001-2264

Member ID #164382

We are pleased to offer to you a ERV010 ERV Star Side Mount Pumper, Gladiator chassis, Single Axle, 750 Gal Tank, 1750 GPM Pump through the Sourcewell® Contract, based on the provided specifications and drawings.

| | |
|---|---|
| MSRP | $1,290,613.84 |
| Sourcewell Discount | **-$98,489.84** |
| Discount Percentage | 7.63% |
| Price Per Unit | $1,192,124.00 |
| Total Contract Price (x1) | $1,192,124.00 |

*Prices above do not include any Federal, State or local taxes.*

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

METRO FIRE
APPARATUS SPECIALISTS, INC.

| | A | B | C | D | E | F | O | R |
|---|---|---|---|---|---|---|---|---|
| 1 | Doc Rev | 4/8/2022 | | | | | | |
| 2 | | | Cont. Change Order: | A | | | | |
| 3 | | | Truck #: | 223049 | | | | |
| 4 | | | Department: | Addison, TX | | | | |
| 5 | | | Date of Precon: | June 29, 2023 | | | | |
| 6 | | | | | | | | |
| 7 | Change Item # | Add/Delete/Clarification | | Option # | Special: | Description | Customer Contract Change To Pay or (To Receive) | Change Accepted? |
| 8 | Hide Chassis Blanks | Show Chassis Blanks | | | | Chassis (Chassis Vendor) | $13,561.00 | |
| 9 | 1000 | Add/Delete | Delete | 0102-003 | | GAWR Rear 24000# | $0.00 | Yes |
| 10 | | | Add | 0102-003 | | GAWR Rear 27000# | | |
| 11 | 1001 | Add/Delete | Delete | 3501-044 | | Rear Susp Reyco 79KB 21000-26000# Parabolic 5 Leaf | $1,488.00 | Yes |
| 12 | | | Add | 3501-059 | | Rear Susp Reyco 79KB 24001-27000# Parabolic 5 Leaf | | |
| 13 | 1002 | Add/Delete | Delete | 3401-015 | | Rear Axle 24000# Meritor RS-23-186 | ($36.00) | Yes |
| 14 | | | Add | 3401-003 | | Rear Axle 27000# Meritor RS-25-160 | | |
| 15 | 1003 | Add/Delete | Delete | 1522-556 | | Cab Paint Primary/Lower Color Sikkens Red FLNA 3042 | $0.00 | Yes |
| 16 | | | Add | 1522QXX | X | Cab Paint Primary/Lower Color Sikkens Red FLNA 33342 | | |
| 17 | 1004 | Add/Delete | Delete | 5034-043 | | Ancillary Acc Pwr 6 Fuse Blue Sea Pnl Bhd FFC Seat w/40A Fuse Batt Dir | $122.00 | Yes |
| 18 | | | Add | 5034-034 | | Ancillary Acc Pwr 6 Fuse Blue Sea Pnl Flr Ctr Rr Wall w/40A Fuse Ign Sw 4' Loop | | |
| 19 | 1005 | Add/Delete | Delete | 2902-034 | | Engine Exhaust Acc Extraction Plymovent w/Drop Tail Pipe | $454.00 | Yes |
| 20 | | | Add | 2902-031 | | Engine Exhaust Acc Extraction Plymovent Magnetic Grabber Shplse w/Drop Tail Pipe | | |
| 21 | 1006 | Add/Delete | Delete | 5046-047 | | Multiplex Display Special Layout Wiper System Prk Brk Override Button | $50.00 | Yes |
| 22 | | | Add | 5046-078 | | Multiplex Display Special Layout Wiper Sys Prk Brk Override Btn & Day/Night Dim | | |
| 23 | 1007 | Add/Delete | Delete | 5422-002 | | Mstr Warn Sw MUX | $303.00 | Yes |
| 24 | | | Add | 5422-020 | | Mstr Warn Sw MUX w/Warning Lt Dimmer, Disp Dim & Prk Brk Interlock | | |
| 25 | 1008 | Delete ONLY | Delete | 3112-013 | | Fuel Cooler Behind Rear Axle Raised | ($572.00) | Yes |
| 27 | 1009 | Add/Delete | Delete | 3701-034 | | Frt Wheel Alcoa Dura-Bright 22.5 x 12.25 Alum | ($231.00) | Yes |
| 28 | | | Add | 3701-015 | | Frt Wheel Accuride 22.5 x 12.25 Steel | | |

| | A | B | C | D | E | F | O | R |
|---|---|---|---|---|---|---|---|---|
| 7 | Change Item # | Add/Delete/Clarification | | Option # | Special: | Description | Customer Contract Change To Pay or (To Receive) | Change Accepted? |
| 29 | 1010 | Add/Delete | Delete | 3703-054 | | Rr Whl Alcoa Dura-Bright/Alcoa 22.5 9.00 Alum/Alum | ($1,036.00) | Yes |
| 30 | | | Add | 3703-012 | | Rr Whl Accuride 22.5 x 8.25 Heavy Duty Steel | | |
| 31 | 1011 | Add ONLY | Add | 3732-009 | | Front Wheel Paint Gloss Black | $218.00 | Yes |
| 33 | 1012 | Add ONLY | Add | 3719-003 | | Rear Wheel Paint Gloss Black | $219.00 | Yes |
| 35 | 1013 | Delete ONLY | Delete | 3702-002 | | Wheel Trim Hub & Nut Covers SS Shiploose | ($234.00) | Yes |
| 37 | 1014 | Add ONLY | Add | 3412-003 | | Wheel Hub Paint Gloss Black | $261.00 | Yes |
| 39 | 1015 | Add/Delete | Delete | 2201-001 | | Frt Bumper Stainless Steel Flat | $1,377.00 | Yes |
| 40 | | | Add | 2201-002 | | Frt Bumper Structural Steel Channel Severe Duty | | |
| 41 | 1016 | Add ONLY | Add | 2206-012 | | Frt Bumper Paint Primary/Lower Cab Color w/Bedliner Black Bumper Trim | $521.00 | Yes |
| 43 | 1017 | Add ONLY | Add | 2227-010 | | Frt Bumper Trim SS Painted Band Frt Top Edge & Corners Below Apron | $1,332.00 | Yes |
| 45 | 1018 | Add/Delete | Delete | 2211-003 | | Frt Bumper Cmpt Ctr w/Cover | $382.00 | Yes |
| 46 | | | Add | 2211-024 | | Frt Bumper Cmpt Ctr w/Notched Cover RH | | |
| 47 | 1019 | Add ONLY | Add | 2273-015 | | Front Bumper Discharge 2.0" RH Frame Mnt Plumbing, Blk (Half Spartan Chassis, Half Spartan ER Provided) | $1,650.00 | Yes |
| 49 | 1020 | Delete ONLY | Delete | 1640-007 | | Cabin Air Filtration System Active Air Pur Upr Rear Wall Horiz Ign/Shore Pwr | ($1,991.00) | Yes |
| 51 | 1021 | Clarification | Clarification | 1323-001 | | The customer name plate shall be as follows:<br>Top Line: ADDISON<br>Middle Line: FIRE DEPARTMENT<br>Bottom Line:Blank | $0.00 | Yes |
| 53 | 1022 | Add ONLY | Add | 5040-172 | | Pwr Pnt Dash Mnt Batt Dir (2) Rkr Pos Kussmaul Type A & C USB Sw Pnl | $223.00 | Yes |
| 55 | 1023 | Add ONLY | Add | 5042-065 | | Aux Pwr Pnt Eng Tnl Batt Dir (2) Rkr Pos Kussmaul Type A & C USB Side R/L Rwd | $444.00 | Yes |
| 57 | 1024 | Add ONLY | Add | 1312-105 | | Switches Ctr Pnl 2 (1+1) | $93.00 | Yes |
| 59 | 1025 | Add/Delete | Delete | 1249-001 | | Seat Back Logo Spartan | $1,442.00 | Yes |
| 60 | | | Add | 1249QXX | X | Seat Back Logo shall be the Addison, TX Patch | | |
| 61 | 1026 | Add/Delete | Delete | 1214-028 | | Seat Back Officer Non-SCBA ABTS | $1,006.00 | Yes |
| 62 | | | Add | 1214-034 | | Seat Back Officer SCBA IMMI SmartDock | | |
| 63 | 1027 | Add/Delete | Delete | 1220-003 | | Seat Mounting Officer Rwd 2" | $0.00 | Yes |
| 64 | | | Add | 1220-002 | | Seat Mounting Officer | | |
| 65 | 1028 | Add/Delete | Delete | 1221-005 | | Seat Mounting RFO Rotated 15 Degrees | $0.00 | Yes |
| 66 | | | Add | 1221-004 | | Seat Mounting RFO Rotated 10 Degrees | | |
| 67 | | | Delete | 1112-003 | | Power Door Lock Cmpt Actv Disp | | |

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| 68 | | | Add | 1112-004 | | Power Door Lock Cmpt Actv Key Fob & Keypads | | |
| 69 | 1030 | Add/Delete | Delete | 1503-209 | | Grab Handles 3-Pc Alum Knurled 18" w/Red Reflective | ($87.00) | Yes |
| 70 | | | Add | 1503-201 | | Grab Handles 3-Pc Alum Knurled 18" | | |
| 71 | 1031 | Add/Delete | Delete | 1504-014 | | Mirror Aerodynamic Retrac 613305 Rmt Htd | $545.00 | Yes |
| 72 | | | Add | 1504-093 | | Mirror Bus Style Ramco LH CRM-310-1750-THCHR, RH CRM-310-1752-A10-THCHR | | |
| 73 | 1032 | Add/Delete | Delete | 1329-002 | | Cab Engine Tunnel Large | $1,667.00 | Yes |
| 74 | | | Add | 1329-007 | | Cab Engine Tunnel w/Extra Hip Room Shortened | | |
| 75 | 1033 | Add/Delete | Delete | 1513-002 | | Cab Fender Alum w/ABS Liner | $478.00 | Yes |
| 76 | | | Add | 1513QXX | X | Cab Fender SS Painted Black w/ABS Liner | | |
| 77 | 1034 | Add/Delete | Delete | 5202-075 | | Batt Cond Kussmaul Auto Charge 40 LPC LH RFO Seat Position | $88.00 | Yes |
| 78 | | | Add | 5202-173 | | Batt Cond Kussmaul Chief 4012 LH RFO Seat Position | | |
| 79 | 1035 | Add/Delete | Delete | 5203-012 | | Batt Cond Display LH Cab Side Mid Above Elec Inlet | $271.00 | Yes |
| 80 | | | Add | 5203-034 | | Batt Cond Display LH Mid Glass Auto Charge Status Center | | |
| 81 | 1036 | Add/Delete | Delete | 5209-036 | | Elec Inlet Location LH Cab Side Mid Bhd Grab Handle | $0.00 | Yes |
| 82 | | | Add | 5209-046 | | Elec Inlet Location LH Cab Side Mid Ctr Abv Wheel Well | | |
| 83 | 1037 | Add/Delete | Delete | 5206-002 | | Elec Inlet Color Yellow | $0.00 | Yes |
| 84 | | | Add | 5206-003 | | Elec Inlet Color Red | | |
| 85 | 1038 | Add/Delete | Delete | 5303-026 | | Frt Turn Signals Whelen M6 LED Above Frt Warn Rad Mnt | $339.00 | Yes |
| 86 | | | Add | 5303-075 | | Frt Turn Signals Whelen M6 LED Above Frt Warn Rad Mnt w/Clr Lens/Seq-Sol 80FPM | | |
| 87 | 1039 | Add/Delete | Delete | 5350-073 | | Hdlt & Mrkr Lt Actv MUX/Mrkr Lts Ign Sw/Hdlts Prk Brk Ctrl | $119.00 | Yes |
| 88 | | | Add | 5350-103 | | Hdlt & Mrkr Lt Actv MUX/Mrkr & Halo Ign Sw/Hdlts Prk Brk Ctrl | | |
| 89 | 1040 | Add/Delete | Delete | 5318-006 | | Side Scene Lt Loc Upper Mid Fwd 10" Roof Position | $0.00 | Yes |
| 90 | | | Add | 5318-037 | | Side Scene Lt Loc Upper Mid 10" Roof Position | | |
| 91 | 1041 | Add/Delete | Delete | 5316-033 | | Side Scene Actv Indv Lighted Momentary Sw, Indv Disp Actv, Resp Side Doors | ($84.00) | Yes |
| 92 | | | Add | 5316-048 | | Side Scene Actv Indv Lighted Momentary Sw, Indv Disp Actv | | |
| 93 | 1042 | Add ONLY | Add | 5330-035 | | Rear Scene Lts Body Mount Provision | $240.00 | Yes |
| 95 | 1043 | Add ONLY | Add | 5331-009 | | Rear Scene Lt Actv Sgl Sw MUX | $92.00 | Yes |
| 97 | | | Delete | 5409-002 | | Headlight Flasher Alternating | | |

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| 98 | | | Add | 5409-008 | | Headlight Flasher Alternating Out/In LED Halo Ring | | |
| 99 | 1045 | Add/Delete | Delete | 5425-003 | | Headlight Flasher Sw MUX | $92.00 | Yes |
| 100 | | | Add | 5425-007 | | Headlight Flasher Sw MUX No Blocking Mode | | |
| 101 | 1046 | Add/Delete | Delete | 5402-029 | | Side Warn Lts Whelen M6 LED | $1,306.00 | Yes |
| 102 | | | Add | 5402-075 | | Side Warn Lts Whelen M6 V-Series LED | | |
| 103 | 1047 | Add ONLY | Add | 5383QXX | X | Aux Ground/Perimeter Lights Side Wrn V-Series On w/Ground Lts and Respective Turn Signal | $139.00 | Yes |
| 105 | 1048 | Add/Delete | ~~Delete~~ | ~~5405-018~~ | | ~~Traffic Ctrl Opticom 795H In Lt Bar w/Lt Bar Ctrl~~ | $0.00 | No |
| 106 | | | ~~Add~~ | ~~5405-054~~ | | ~~Traffic Ctrl Opticom 795H In Lt Bar w/GPS/Radio Ant/2100 Bhd Ctr Dash~~ | | |
| 107 | 1049 | Delete ONLY | Delete | 5449-041 | | Rr Warn Lts Prewire & Cutout Whelen TACTL5 Traf Advsr Sw Pnl | ($664.00) | Yes |
| 109 | 1050 | Add/Delete | Delete | 5624-003 | | Backlighting Color White | ($92.00) | Yes |
| 110 | | | Add | 5624-001 | | Backlighting Color Red | | |
| 111 | 1051 | Add ONLY | Add | 5709QXX | X | Aux Comm Ant Panorama Sharkee Layout 5 RH Fwd Cab Lower Roof Chassis Sply | $502.00 | Yes |
| 113 | 1052 | Add ONLY | Add | 5710-003 | | Aux Comm Ant Cable Routing Under Rkr Sw Pnl | $0.00 | Yes |
| 115 | 1053 | Add ONLY | Add | 1525-008 | | Exterior Trim Rear Corner Treadplate Wide | $912.00 | Yes |
| 310 | | | | | | | | |
| 311 | Hide Boiler Plate Blanks | | Show Boiler Plate Blanks | + 20 | | **Boiler Plate / Chassis Modifications (Spartan ER)** | **$156.00** | |
| 312 | 2000 | Add ONLY | Add | XXX | X | There shall be one (1) Waco Style 110 V AC guard provided and installed on the top of the cab roof surrounding the 110 AC.<br>Reference 221013 Waco | $0.00 | Yes |
| 314 | 2001 | Add/Delete | Delete | 06-22-0500 | | Cab Tilt Pendant Control -Upper Pump Access Panel- No hinged access door | $156.00 | Yes |
| 315 | | | Add | 06-22-0565 | | Cab Tilt Pendant Control -Lower Pump Fwd of Access Panel- w/ Hinged Door | | |
| 413 | | | | | | | | |
| 414 | Hide Pump Blanks | | Show Pump Blanks | + 20 | | **Pump / Pump compartment** | **($4,113.00)** | |
| 415 | 3000 | Clarification | Clarification | 26-12-0010 | X | The speedlay trays shall be 26.00 tall instead of 28.00 inches tall. | $0.00 | Yes |
| 417 | 3001 | Add/Delete | Delete | 27-12-0115 | | Left Side SlideMaster Slide Out Step - 3/16" Embossed Aluminum Diamond Plate | $0.00 | Yes |
| 418 | | | Add | 27-12-0120 | | Left Side OnScene Slide Out Step- OnScene w/ 3/16" Embossed Aluminum Diamond Plt | | |

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| 419 | 3002 | Clarification | Clarification | 28-25-1120 | X | The IC rocker switch housing shall be in the following order from Left to Right<br>Air Horn, Blank, Panel, Left Scene, Right Scene, Rear Scene. | $0.00 | **Yes** |
| 421 | 3003 | Delete ONLY | Delete | 54-50-4555 | | One (1) left side storage compartment at the top of the pump house with two (2) OnScene Access compartment lights. | ($2,740.00) | **Yes** |
| 423 | 3004 | Clarification | Clarification | 54-50-3310 | X | The pump house dunnage shall be as wide as possible. | $0.00 | **Yes** |
| 425 | 3005 | Add ONLY | Add | 70-21-0130 | X | One (1) OnScene Solutions "Access" Series 18.00 inch (457.20 mm) light with a polished mounting bezel shall be installed to illuminate the pump house dunnage area. The light shall activate with the parking brake.<br>The pump house dunnage lighting shall be located as high as possible on the rearward wall in the dunnage area. | $359.00 | **Yes** |
| 427 | 3006 | Add ONLY | Add | XXXXX | X | All air line connections done in Brandon shall use compression fittings with a metal inner shelve. | $0.00 | **Yes** |
| 429 | 3007 | Add ONLY | Add | 18-85-0200 | X | There shall be 1/4 turn shut off valve installed with the Powerfill system. | $180.00 | **Yes** |
| 431 | 3008 | Add/Delete | Delete | 18-85-0200 | | The left 2.50 inch discharges to be direct discharge valve. | $293.00 | **Yes** |
| 432 | | | Add | 16-35-0020 | | The left 2.50 inch discharges shall be controlled from the pump operator's panel location with rack and sector activations. | | |
| 433 | 3009 | Add/Delete | Delete | 16-30-0125 | | The left side 2.50 inch discharges to have a 2.50 inch (65 mm) Akron Brass 8000 series swing-out valve with stainless steel ball. | $1,009.00 | **Yes** |
| 434 | | | Add | 16-30-0135 | | The left side 2.50 inch discharges to have a 2.50 inch (65 mm) Akron Brass 8000 series rack and sector actuated valve with stainless steel ball. | | |
| 435 | 3010 | Delete ONLY | Delete | 18-61-0440 | | One (1) Foam, One (1) Water Discharge for the left side 2.50 inch discharges. | ($584.00) | **Yes** |
| 437 | 3011 | Delete ONLY | Delete | 18610440 | | One (1) Foam, One (1) Water Discharge for the right side 2.50 inch discharges. | ($584.00) | **Yes** |
| 439 | 3012 | Add ONLY | Add | 18-61-0400 | | The left aux rear discharge shall be foam capable. | $677.00 | **Yes** |
| 441 | 3013 | Clarification | Clarification | 16-44-0110 | X | The speedlay chiksans shall be staggered side to side and shall be as outboard as possible (within 6.00 inches from the outer edge). | $0.00 | **Yes** |
| 443 | 3014 | Clarification | Clarification | 16-44-0110 | X | There shall be no elbows used on the speedlay piping. | $0.00 | **Yes** |

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| 445 | 3015 | Add/Delete | Delete | 16-22-0205 | | Two (2) deluge waterways with two (2) akron electric 3.00 inch valves and two (2) 3.00 inch discharge pipes. | ($4,260.00) | Yes |
| 446 | | | Add | 16-22-0105 | | One (1) deluge water way with one (1) electric 3.00 inch valve with one (1) 3.00 inch discharge piping option. | | |
| 447 | 3016 | Add/Delete | Delete | 20-37-0101 | | Two (2) 9333 Navigator Pro valve controllers for the deck gun. | $3,401.00 | Yes |
| 448 | | | Add | 20-37-0111 | | Two (2) 9335 Navigator Pro valve with pressure and flow for the deck gun. | | |
| 449 | 3017 | Clarification | Clarification | 20-37-0111 | X | The second controller for the deck gun shall be a slave for the controller on the operator's panel and be located at the deck gun location.<br>The controller in the dunnage area will be installed on the forward wall facing aft and in line with the deck gun so the FF can access it from either side of the deck gun. The controller shall be mounted on an angled box, the smallest size needed to hold the slave.<br>Similar to 222142 Austin, TX (Does not need to be as large) | $632.00 | Yes |
| 451 | 3018 | Add/Delete | Delete | 28-22-0012 | | Innovative Controls 4" TC Master Gauges | $117.00 | Yes |
| 452 | | | Add | 28-22-0014 | | Innovative Controls 6" TC Master Gauges | | |
| 453 | 3019 | Add ONLY | Add | 28-22-0525 | | The master gauges shall be LED white back lighted. | $82.00 | Yes |
| 455 | 3020 | Add/Delete | Delete | 16-93-0010 | | Hose reel blow out system | ($426.00) | Yes |
| 456 | | | Add | 16-45-0102 | | The booster reel discharge shall be plumbed with an auto-drain located at the lowest point of the plumbed system. | | |
| 457 | 3021 | Clarification | Clarification | 26-10-3105 | X | The department desires to have nothing but the Master gauges and the test ports on the upper left operator's pump panel.<br>The upper panel shall be vertically hinged on the forward side. | $0.00 | Yes |
| 459 | 3022 | Add/Delete | Delete | 16-83-0110 | | One (1) Task Force Tips model #XG18VL-PL manually telescoping waterway shall be provided with the apparatus. | ($1,481.00) | Yes |
| 460 | | | Add | 16-80-0115 | | There will be one (1) dealer supplied Task Force Tips 18.00 inch (457.2 mm) Extenda-Gun and saddle bracket (if included) installed by Spartan on the deluge pipe. | | |
| 461 | 3023 | | Delete | 16-30-0120 | | The front bumper discharge to use an Akron Brass 8000 2.50 inch valve with 2.50 inch piping and terminations. | | |

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| 462 | | Add/Delete | Add | 16-30-0005 | | The front bumper discharge shall have a 2.00 inch valve with 2.00 inch piping (half chassis provided piping) and termination of One (1) 2.00 inch (50 mm) NPT x 1.50 inch (38 mm) NST, polished stainless steel chiksan swivel | ($767.00) | Yes |
| 463 | 3024 | Add/Delete | Delete | 16-88-1005 | | There shall be an electric rewind booster reel with automatic brake installed on the apparatus. The booster reel shall have a capacity to handle 1.00-inch diameter (25.4 mm) booster hose. | $365.00 | Yes |
| 464 | | | Add | 16-88-1000 | | There shall be an electric rewind booster reel with automatic brake installed on the apparatus. The booster reel shall have a capacity to handle 0.75-inch diameter (19.05 mm) booster hose. | | |
| 465 | 3025 | Add/Delete | Delete | 16-88-5040 | | Three (3) lengths 50' of hose for the booster reel | ($257.00) | Yes |
| 466 | | | Add | 16-88-5020 | | Two (2) lengths 50' of hose for the booster reel | | |
| 467 | 3026 | Clarification | Clarification | 16-91-1000 | X | The booster reel rewind push button shall be located on the Officer side panel. | $0.00 | Yes |
| 469 | 3027 | Delete ONLY | Delete | 16-60-0500 | X | Two (2) Innovative Controls TC gauges.<br>Eight (8) gauges shall remain | ($314.00) | Yes |
| 471 | 3028 | Delete ONLY | Delete | 28-10-0590 | X | Two (2) Innovative Controls gauge bezels.<br>Eight (8) gauge bezels shall remain. | ($151.00) | Yes |
| 473 | 3029 | Add ONLY | Add | 28-10-0710 | | Color Specific Tag Inserts for the IC Labeling | $0.00 | Yes |
| 475 | 3030 | Clarification | Clarification | 16-80-0115 | X | The department will be using a TFT Hurricane monitor. The deck gun shall be recessed as much as needed so that it is not the tallest point of the unit. | $336.00 | Yes |
| 477 | 3031 | Clarification | Clarification | 26-41-2110 | X | The right side upper pump panel shall be hinged on the front edge. | $0.00 | Yes |
| 479 | 3032 | Clarification | Clarification | 16-88-1000 | X | The department desires to use the most narrow and low profile reel as possible to save space. The graphic shows EF32-19-21. | $0.00 | Yes |
| 719 | | | | | | | | |
| 720 | Hide Body Blanks | Show Body Blanks | + 20 | | | Body | $6,527.00 | |
| 721 | 5000 | Clarification | Clarification | 30-12-7000 | X | The body shall be painted FLNA33342 Red | $0.00 | Yes |
| 723 | 5001 | Clarification | Clarification | 33-40-0310 | X | The R2 compartment's lower 9.00 inches shall be 25.50 inches deep for the SCBA area. | $0.00 | Yes |
| 725 | 5002 | Clarification | Clarification | 37-10-0145 | X | The B1 door shall have an eberhard door latch. | $231.00 | Yes |
| 727 | 5003 | Clarification | Clarification | Smart Storage | X | The left front smart storage shall store the 10 pound CO2 and the right front shall hold the two (2) 20 lbs ABCs. | $0.00 | Yes |

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| 729 | 5004 | Add ONLY | Add | 39-15-0005 | X | The body fenderettes shall be painted gloss black. | $1,046.00 | **Yes** |
| 731 | 5005 | Add ONLY | Add | 43-10-0160<br>43-10-0170 | X | There shall be four (4) 7.00 inch chrome suite case handles, one (1) centered on each upper storage door. | $307.00 | **Yes** |
| 733 | 5006 | Clarification | Clarification | 43-10-0160<br>43-10-0170 | X | The left and right upper storage compartments shall have formed doors extending down over the compartment edge approximately 1.50 inches to minimize water penetration. | $1,130.00 | **Yes** |
| 735 | 5007 | Clarification | Clarification | 44-45-0065 | X | The light for the upper storage compartments shall be mounted under the hat channel. | $0.00 | **Yes** |
| 737 | 5008 | Add/Delete | Delete | 30-14-5000 | | Hose Bed Side Walls Cap w/ Brushed SST | ($55.00) | **Yes** |
| 738 | | | Add | 30-14-5020 | | Hose Bed Side Walls Cap w/ Upper Storage Compartments | | |
| 739 | 5009 | Clarification | Clarification | 53-30-3277 | X | The two (2) 18.00 inch handrails shall be mounted on the rear face of the A-frame support structure. The two (2) 7.00 inch suite case handles shall be installed on top of the hosebed covers at the front. | $0.00 | **Yes** |
| 741 | 5010 | Clarification | Clarification | 70-31-5450 | X | There shall be two (2) 72.00 inch OnScene Access lights, one (1) on each hosebed cover. | $0.00 | **Yes** |
| 743 | 5011 | Clarification | Clarification | 50-15-9E00 | X | The hosebed shall hold the following hose loads:<br>Bay 1: 200 ft of 2.50 inch hose<br>Bay 2: 400 ft of 2.50 inch hose<br>Bay 3: 1000 ft of 5.00 inch hose | $0.00 | **Yes** |
| 745 | 5012 | Clarification | Clarification | 50-15-4020 | X | Each hosebed divider shall be 37.00 inches in height. | $0.00 | **Yes** |
| 747 | 5013 | Clarification | Clarification | 62-29-2000 | X | The ladder compartment door shall be a box pan door with a surrounding lip. The door shall use an adjustable stricker. | $0.00 | **Yes** |
| 749 | 5014 | Add/Delete | Delete | 90-12-0030 | | One (1) Duo-Safety 14 foot (4.0 m) aluminum roof ladder(s) with folding hooks, model 775A. | $266.00 | **Yes** |
| 750 | | | Add | 90-12-0035 | | One (1) Duo-Safety 14 foot (4.0 m) aluminum roof ladder(s) with double end hooks, model 775DR. | | |
| 751 | 5015 | Add/Delete | Delete | 62-38-0031 | | Four (4) Pike Poles Metal Storage Tubes (std hook) - Department Supplied Pike Pole | ($312.00) | **Yes** |
| 752 | | | Add | 62-38-0025 | | Two (2) Pike Poles Metal Storage Tubes- Department supplied NY Roof hook and a standard pike pole head.<br><br>The ladder compartment shall also hold a rubbish hook | | |
| 753 | 5016 | Clarification | Clarification | 62-40-0005 | X | The area divided in two with a fixed divider and a stop shall be 74.00 inches back from the rear of the truck. | $0.00 | **Yes** |

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| 755 | 5017 | Add ONLY | Add | 62-29-2000 | | The ladder compartment door shall be connected to the open door warning system. | $224.00 | **Yes** |
| 757 | 5018 | Clarification | Clarification | 52-16-0210 | | The upper half depth shelf called out for R2 shall be moved to L3. | $0.00 | **Yes** |
| 759 | 5019 | Clarification | Clarification | 52-23-0405 | X | The adjustable roll out full width trays shall be normal tray height (approximately 3.00 inches) instead of the 5.00 inches in the contract specs. | $0.00 | **Yes** |
| 761 | 5020 | Add ONLY | Add | 52-39-1305 | | The rib surface of the pac trac tool board shall have 3M Diamond Grade RED reflective striping installed. | $2.716.00 | **Yes** |
| 763 | 5021 | Add ONLY | Add | 53-02-0105 | | Rear anodized aluminum rub rail with ruby red diamond grade striping.<br>This shall only be on the rear surface, not the angled sides. | $248.00 | **Yes** |
| 765 | 5022 | Clarification | Clarification | LED Handrails | X | All LED handrails shall not have red striping.<br><br>The 10.00 inch handrail for the forward left and right folding steps shall be located on the front face of the body horizontally mounted at the top at the outboard edge. | $0.00 | **Yes** |
| 767 | 5023 | Add/Delete | Delete | 53-17-1410 | | Three (3) folding steps shall be installed on the left rear vertical face of the body. | ($347.00) | **Yes** |
| 768 | | | Add | 53-17-1400 | | One (1) folding step shall be installed on the left rear vertical face of the body. | | |
| 769 | 5024 | Delete ONLY | Delete | 53-30-1210 | | One (1) 10.00 inch LED handrail meant for the rear left folding steps. | ($490.00) | **Yes** |
| 771 | 5025 | Add ONLY | Add | 53-17-1500 | | One (1) folding step shall be installed on the right rear vertical face of the body. | $334.00 | **Yes** |
| 773 | 5026 | Add ONLY | Add | 53-17-1305 | | Three (3) folding steps shall be installed on the right forward vertical wall of the front compartment.<br>One (1) 10.00 inch LED handrail. | $1,335.00 | **Yes** |
| 775 | 5027 | Add/Delete | Delete | 58-50-0005 | | One (1) light shall be installed to illuminate the stepping areas as provided. The light shall be a LED Tube light model #RX-15T16-5050-21CM with an aluminum mounting bezel. | $85.00 | **Yes** |
| 776 | | | Add | 58-50-0030 | | One (1) light shall be installed to illuminate the stepping areas as provided. The light shall be an OnScene Solutions "Access" Series 9.00 inch (228.60 mm) LED with an aluminum mounting bezel. | | |

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| 777 | 5028 | Add/Delete | Delete | 53-30-1102 | | (Set of 3 Rear) -Knurled Alum/Illuminated LED - w/ vertical stanchions | ($191.00) | Yes |
| 778 | | | Add | 53-30-1097 | X | Two (2) handrails shall be installed on the rear of the apparatus, one (1) vertically mounted on each side of the hosebed. The handrails shall use off-set stanchions | | |
| 922 | | | | | | | | |
| 923 | Hide Electrical Blanks | Show Electrical Blanks | + 20 | | | Electrical | ($305.00) | |
| 924 | 6000 | Add/Delete | Delete | 70-36-1900 | | Underbody Lights (4) - Pumphouse/Tailboard | $203.00 | Yes |
| 925 | | | Add | 70-36-1925 | | Underbody Lights (6) - Center Under L1/R1, Centered under L3/R3 and Tailboard | | |
| 926 | 6001 | Add/Delete | Delete | 75-02-1210 | | The upper side warning lights shall be controlled through the master warning switch only. There shall not be a secondary switch. | $0.00 | Yes |
| 927 | | | Add | 75-02-1240 | | The upper side warning lights shall be controlled through the master warning switch and a secondary side warning switch located on the Vista display control screen. The switches shall be clearly labeled for ease of identification. | | |
| 928 | 6002 | Delete ONLY | Delete | 74-2F-0290 | | Four (4) Whelen model M6 series LED lights with chrome bezels, two (2) each side in lower zone B&D. | ($1,069.00) | Yes |
| 930 | 6003 | Add/Delete | Delete | 75-11-0005 | | The lower side warning lights mounted on the side positions shall be red with red lenses. | $0.00 | Yes |
| 931 | | | Add | 75-11-0010 | | The lower side warning lights mounted on the side positions shall be red with clear lenses. | | |
| 932 | 6004 | Clarification | Clarification | Warning Lights | X | Flash patterns for all warning light zones shall be provided by the department before engineering design. | $0.00 | Yes |
| 934 | 6005 | Clarification | Clarification | 74-2F-5025 | X | The ION warning lights in lower zone B&D shall be ION T-series lights. | $0.00 | Yes |
| 936 | 6006 | Clarification | Clarification | 75-25-6010 | X | The intermediate turn signal lights shall have clear lenses. | $0.00 | Yes |
| 938 | 6007 | Add/Delete | Delete | 76-31-0010 | | The rear directional lights shall be controlled by a Whelen Model TACTL5 control head. | $1,509.00 | Yes |
| 939 | | | Add | 76-31-0040 | | The rear directional lights shall be controlled by the chassis supplied VISTA display.<br>The lights shall activate in random with the E-Master. | | |
| 940 | 6008 | Clarification | Clarification | 76-33-0510 | X | The rear face of the hosebed covers shall be coated with a rubberized black material. | $0.00 | Yes |

| | A | B | C | D | E | F | O | R |
|---|---|---|---|---|---|---|---|---|
| 7 | **Change Item #** | **Add/Delete/Clarification** | | **Option #** | **Special:** | **Description** | **Customer Contract Change To Pay or (To Receive)** | **Change Accepted?** |
| 942 | 6009 | Add ONLY | Add | 75-26-0010 | | There shall be two (2) LED Britax lights, model number 63-4610, with rubber stalk mounts installed on the body, one (1) each side, as far to the rear as possible. | $265.00 | **Yes** |
| 944 | 6010 | Clarification | Clarification | 76-70-0020 | X | The side directional light bars shall use Whelen ION T-series lights. | $0.00 | **Yes** |
| 946 | 6011 | Clarification | Clarification | 78-50-8010 | X | The side body scene lights shall be as close to the side warning lights as possible. | $0.00 | **Yes** |
| 948 | 6012 | Delete ONLY | Delete | 77-01-0010 | X | A protective shroud installed over the system to protect against damage.<br>This is now mounted under the intermediate step. | $0.00 | **Yes** |
| 950 | 6013 | Clarification | Clarification | 82-60-2530 | X | The body side scene lights shall be activated with a rocker switch instead of a button on the pump panel. | $0.00 | **Yes** |
| 952 | 6014 | Clarification | Clarification | 82-60-3550 | X | The rear scene lights shall be activated with a rocker switch instead of a button on the pump panel. | $0.00 | **Yes** |
| 954 | 6015 | Delete ONLY | Delete | 83-70-0020 | | One (1) chassis provided and installed light tower. | ($1,213.00) | **Yes** |
| 1025 | | | | | | | | |
| 1026 | Hide Extras Blanks | Show Extras Blanks | + 20 | | | **Lettering, Striping, & Equipment** | **($944.00)** | |
| 1027 | 7000 | Delete ONLY | Delete | 88-53-5010 | | Chevron Striping on Severe Duty Front Bumper | ($944.00) | **Yes** |
| 1231 | | | | | | | | |
| 1232 | | | | | | | **Customer Contract Change To Pay or (To Receive)** | |
| 1233 | | | | | | | | |
| 1234 | | | | | | | | |
| 1235 | Change Order Chassis Sub-Total | | | | | | $13,561.00 | |
| 1236 | Change Order Aerial Sub-Total | | | | | | $0.00 | |
| 1237 | Change Order Spartan ER Non-Aerial Portions Sub-Total | | | | | | $1,321.00 | |
| 1238 | **Change Order Totals** | | | | | | **$14,882.00** | |
| 1239 | | | | | | | | |
| 1240 | 15% Change Order Surcharge Total (Already included in the Change Order Totals) | | | | | | $0.00 | |
| 1241 | | | | | | | | |
| 1242 | **Delivery days Commitment from Contract Signing** | | | | | | 450 | |
| 1243 | | | | | | | | |
| 1244 | The above list of changes will be incorporated into the final release specifications and will amend | | | | | | | |
| 1245 | the original specification accordingly with these changes. | | | | | | | |
| 1246 | | | | | | | | |

| | A | B | C | D | E | F | O | R |
|---|---|---|---|---|---|---|---|---|
| 7 | Change Item # | Add/Delete/Clarification | | Option # | Special: | Description | Customer Contract Change To Pay or (To Receive) | Change Accepted? |
| 1247 | **# days added to delivery commitment for this change order due to scope and/or quantity of** | | | | | | 0 | |
| 1248 | | | | | | | | |
| 1249 | **New contractual delivery days commitment for scope of changes** | | | | | | 450 | |
| 1250 | | | | | | | | |
| 1251 | | | | | | | | |
| 1252 | **Date Spartan ER sent to Customer/Dealer for Signature** | | | | | | **6/30/2023** | |
| 1253 | **Date CO to be returned to Spartan (due 10 calendar days from date sent)** | | | | | | **7/10/2023** | |
| 1254 | ******FOR EVERY ONE (1) DAY PAST THE DUE DATE REQUIREMENT, ONE (1) ADDITIONAL DAY WILL BE ADDED TO CONTRACTUAL DELIVERY FOR EVERY DAY LATE & WILL BE INCLUDED ON THE FINAL INVOICE****** | | | | | | | |
| 1255 | | | | | | | | |
| 1256 | | | | | | | | |
| 1257 | | | | | | | | |
| 1258 | Customer Signature _____ | | | | | Customer Name David Jones | Date 07/03/2023 | |
| 1259 | Dealer Signature _____ | | | | | Dealer Name _____ | Date _____ | |
| 1260 | Spartan ER Signature _____ | | | | | Spartan ER Name _____ | Date _____ | |

**City Council (FY24)** **4. j.**

**Meeting Date:** 10/22/2024

**Department:** Fire

**Key Focus Areas:** Public Safety

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## AGENDA CAPTION:

Consider action on a Resolution authorizing the purchase of Hurst Jaws of Life extrication tools in an amount not to exceed $81,400.98.

## BACKGROUND:

The Fire Department operates with specialty emergency rescue tools, called Jaws of Life. The current tools have reached their end of life cycle and are scheduled to be replaced with the Capital Equipment Replacement Fund in Fiscal Year 2025. Municipal Emergency Services or MES is a dealer for the Hurst Jaws of Life tools, and they are listed on the Buyboard #698-23. The quote for this purchase includes the extrication tools, batteries, chargers and shipping.

## RECOMMENDATION:

Staff recommends approval.

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**Attachments**

Resolution - Hurst Extrication Tools Purchase

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**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF RESCUE TOOLS FOR THE FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $81,400.98; AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize the purchase of rescue tools ("Hurst Jaws of Life") from Municipal Emergency Services pursuant to BuyBoard # 698-23 and Quote QT1858874.

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

**SECTION 1**. The City Council hereby approves the purchase of rescue tools ("Hurst Jaws of Life") from Municipal Emergency Services in an amount not-to-exceed of $81,400.98. A copy of the quote is 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 ***22nd*** day of ***October***, 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

**EXHIBIT A**

**[To Be Attached]**

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

# Quote

| | |
|---|---|
| **Quote #** | QT1858874 |
| **Date** | 09/19/2024 |
| **Expires** | 10/04/2024 |
| **Sales Rep** | Cousins, Grant |
| **Shipping Method** | FedEx Ground |
| **Customer** | ADDISON FIRE DEPARTMENT (TX) |
| **Customer #** | C40446 |

**Bill To**
ADDISON FIRE DEPARTMENT
4798 AIRPORT PARKWAY
Addison TX 75001
United States

**Ship To**
ADDISON FIRE DEPARTMENT
4798 AIRPORT PARKWAY
Addison TX 75001
United States

| Item | Alt. Item # | Units | Description | QTY | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 272489000-1 | | | S 789 E3 Cutter - TOOL ONLY-(E3F) | 1 | $10,972.29 | $10,972.29 |
| 271455000-1 | | | SP 555 E3 Spreader - TOOL ONLY-(E3F) | 1 | $12,193.33 | $12,193.33 |
| 274487000-1 | | | CR 522 E3 (Tool Only)-(E3F) | 1 | $8,375.43 | $8,375.43 |
| 90-53-43_Kit | | | E3/EWXT 9Ah Batt | 5 | $776.41 | $3,882.05 |
| 90-53-37 | | | EWXT/E3 Charger 110-240V | 2 | $501.07 | $1,002.14 |
| 273180000 | | | StrongArm LE100 w/ Batts&Chrgr | 2 | $7,558.84 | $15,117.68 |
| 273423000-9 | | | SC 358 E3 Combi 9Ah Package - (Includes SC 358 E3 Combi, (2) 9Ah batteries, (1) 110V Charger)- (E3F) | 2 | $14,679.03 | $29,358.06 |
| Pre-Delivery Inspection | | | Pre-Delivery Inspection | 7 | $0.00 | $0.00 |

Josh Bethel
jbethel@addisontx.gov

| | |
|---|---|
| **Subtotal** | $80,900.98 |
| **Shipping Cost** | $500.00 |
| **Tax Total** | $0.00 |
| **Total** | $81,400.98 |

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1858874

**City Council (FY24)** **4. k.**

**Meeting Date:** 10/22/2024
**Department:** Police
**Key Focus Areas:** Public Safety

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## AGENDA CAPTION:

Consider action on an Ordinance amending Chapter 54 of the Town's Municipal Code to prohibit aggressive dog training on Town property.

## BACKGROUND:

After a recent incident, it was discovered that current ordinances do not prohibit Aggressive Dog Training on Town property. Staff previously presented a work session item to the Council at its September 24, 2024 meeting regarding a potential ordinance change that will prohibit dog training for any form of protection, including personal protection or area protection by the apprehension or warding off an individual or other animal on Town property.

Changes to Chapter 54 of the Town's Municipal Code to address offenses and miscellaneous provisions in the interest of public health, safety, and welfare were recommended. The following changes were recommended to define aggressive dog training and prohibit town property:

**Sec. 54-5. – Article 1**

(a) Aggressive dog training means dog training for any form of protection including personal or area protection by the apprehension or warding off an individual or other animal by means of barking, threatening gestures, biting, or restraining by use of teeth. Any method used to encourage a dog to utilize such means shall be considered to fall under the scope of this definition.

(b) A person commits an offense if the person engages in aggressive dog training on any property owned, managed, and/or controlled by the Town including parks, parking lots, buildings, fields, Addison Airport property, sidewalks, streets, and right-of-way or public right-of-way as defined by ordinance.

(c) This section does not apply to training conducted by a certified peace officer in the course of their duties.

## RECOMMENDATION:

Staff recommends approval.

## Attachments

Ordinance - Agressive Dog Training

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 54, ARTICLE I (IN GENERAL) BY ADDING SECTION 54-5 PROHIBITING AGGRESSIVE DOG TRAINING ON TOWN PROPERTY; A PENALTY PROVISION; PROVIDING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has determined it necessary to prohibit aggressive dog training in public areas to safeguard the health, property, and welfare of the Town's citizens.

**WHEREAS**, the City Council finds it necessary to further enhance the safety and welfare of the Town's citizens by amending Chapter 54, Article I by adding section 54-5 prohibiting aggressive dog training as defined in property owned, managed, and/or controlled by the Town including parks, parking lots, buildings, fields, Addison Airport property, sidewalks, streets, and right-of-way or public right-of-way.

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

**SECTION 1.** That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**SECTION 2.** That Chapter 54, Article I is amended to include a new section, section 54-5. – Aggressive dog training on town property, which shall read as follows:

"Sec. 54-5. – Aggressive dog training on town property

(a) For the purposes of this section the term "aggressive dog training" means dog training for any form of protection including personal or area protection by the apprehension or warding off an individual or other animal by means of barking, threatening gestures, biting, or restraining by use of teeth. Any method used to encourage a dog to utilize such means shall be considered to fall under the scope of this definition.
(b) A person commits an offense if the person engages in aggressive dog training on any property owned, managed, and/or controlled by the Town including parks, parking lots, buildings, fields, Addison Airport property, sidewalks, streets, and right-of-way or public right-of-way as defined by ordinance.
(c) This section does not apply to training conducted by a certified peace officer in the course of their duties."

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

**SECTION 4.** Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to penalty as provided for in the Code of Ordinances, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

**SECTION 5.** The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be

unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6.** All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 7**. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas, on this the ***22nd*** day of ***OCTOBER*****, 2024.**

**TOWN OF ADDISON, TEXAS**

Bruce Arfsten, Mayor

**ATTEST:**

Valencia Garcia, City Secretary

**APPROVED AS TO FORM:**

Whitt Wyatt, City Attorney

**City Council (FY24)** **4. I.**

**Meeting Date:** 10/22/2024

**Department:** Airport

**Key Focus Areas:** Infrastructure Development and Maintenance

## AGENDA CAPTION:

Consider action on a Resolution approving a grant funding agreement with the Texas Department of Transportation (TxDOT) Aviation Division accepting FY25 Routine Airport Maintenance Program (RAMP) grant funding for certain improvements to Addison Airport; authorizing local funding in the amount of $111,111.12; and authorizing the City Manager to execute all contracts and agreements necessary to accept the grant funding.

## BACKGROUND:

The Town of Addison annually receives a Routine Airport Maintenance Program (RAMP) grant administered by the Texas Department of Transportation (TxDOT) Aviation Division. The grant funds can be used for maintenance and smaller capital improvement projects on the airport, such as perimeter fencing, pavement repairs, pavement markings, construction of airport entrance and service roads, airfield lighting maintenance, and similar items.

In Fiscal Year 2023 (FY23) and prior years, the RAMP grant was a 50/50 matching grant, wherein TxDOT Aviation would reimburse the airport up to a maximum of $50,000 for $100,000 in airport expenditures on eligible items. Beginning in Fiscal Year 2024 (FY24) TxDOT Aviation revised the RAMP grant to a 90/10 matching share with a maximum reimbursement of $100,000 for eligible expenses, which remains in effect in FY25. The minimum expenditure on eligible items necessary to obtain the full $100,000 reimbursement is $111,111.12, since 90% of that amount is $100,000. The Airport typically expends significantly more than $100,000 annually on maintenance projects eligible for reimbursement through this grant program and will do so again in Fiscal Year 2025, ensuring that the Airport will be eligible for the maximum $100,000 reimbursement from TxDOT Aviation. The Town's matching funds are budgeted and available in the Airport Fund.

## RECOMMENDATION:

Administration recommends approval.

## Attachments

Resolution - FY25 RAMP Grant Offer Acceptance

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A GRANT FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ACCEPTING STATE R.A.M.P. GRANT FUNDS FOR CERTAIN IMPROVEMENTS TO THE ADDISON AIRPORT; AUTHORIZING LOCAL FUNDING FOR THE IMPROVEMENTS IN THE AMOUNT OF $100,000.00; AUTHORIZING THE CITY MANAGER EXECUTE ALL CONTRACTS AND AGREEMENTS NECESSARY TO ACCEPT THE GRANT FUNDING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas (herein referred to as Sponsor) intends to make certain qualifying maintenance improvements to the Addison Airport utilizing grant funding from the Texas Department of Transportation's Routine Airport Maintenance Program (R.A.M.P.) (herein, the "Project"); and

**WHEREAS**, the Project will include eligible maintenance items including, without limitation, various taxilane, drainage, ramp, and service road improvements including eligible engineering and design costs; and

**WHEREAS**, the Sponsor is currently eligible for grant funding in the amount of $100,000, in conformance with the R.A.M.P. grant agreement attached hereto as **Exhibit A**; and

**WHEREAS**, the City Council (on behalf of Sponsor) desires to approve the R.A.M.P. grant agreement and authorize appropriation of local funding for not less than ten percent (10%) of the Project costs.

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

**SECTION 1.** The Sponsor hereby approves the R.A.M.P. grant program agreement attached hereto as **Exhibit A** (the "Agreement"), and authorizes the City Manager, or designee, to execute the Agreement and authorize Sponsor's local funding for the Project costs in the amount of $100,000.00, in conformance with the same.

**SECTION 2.** The City Manager, on behalf of Sponsor, is hereby granted the authority to execute all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the Project and improvements to the Addison Airport, subject to approval of the City Council when required.

**SECTION 3.** This Resolution shall take effect immediately from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas this the ***22nd*** day of ***October 2024***.

**TOWN OF ADDISON, TEXAS**

Bruce Arfsten, Mayor

**ATTEST:**

Valencia Garcia, City Secretary

EXHIBIT A

**TEXAS DEPARTMENT OF TRANSPORTATION**
**GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

**(State Assisted Airport Routine Maintenance)**

**TxDOT Project ID: M2518ADDS**

## Part I - Identification of the Project

TO: The Town of Addison, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the Town of Addison, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the ADDISON - ADDISON Airport.

## Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or $100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

   Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

   Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

   **Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

   Work shall be accomplished by August 31, 2025, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

**Part III - Additional Requirements for Certain Equipment**

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed $3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed $3,000.00 per year.

3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed $5,400.00.

4. Eligibility Requirements

   A. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

      4. Identification of pavement utilization by airplane design group for the entire airport

      5. Equal effectiveness at both towered and non-towered airports

      6. Tracking of military and government aircraft, including FAA blocked aircraft

   B. In order for costs to be eligible for RAMP reimbursement:

      1. The Sponsor must maintain and operate the Equipment for 3 years.

      2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.

      3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;

2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.

D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

## Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and

b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and

c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and

d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

## PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;

b. enter into contracts as necessary for execution of scope of services;

c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;

e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

f. reimburse sponsor for approved contract maintenance costs no more than once a month.

## PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

## Part VII - Acceptances

### Sponsor

The Town of Addison, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20___.

The Town of Addison, Texas

Sponsor

Sponsor Signature

Sponsor Title

## Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A**

**Scope of Services**
**TxDOT Project ID: M2518ADDS**

| Eligible Scope Item: | Estimated Costs Amount A | State Share Amount B | Sponsor Share Amount C |
|---|---|---|---|
| **GENERAL MAINTENANCE** | $111,111.11 | $100,000.00 | $11,111.11 |
| | | | |
| **TOTAL** | $111,111.11 | $100,000.00 | $11,111.11 |

Accepted by: The Town of Addison, Texas

Signature

Title:

Date:

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

## CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2518ADDS

The Town of Addison does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The Town of Addison, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

## Certification of State Single Audit Requirements

I, _____ do certify that the Town of Addison will comply with all requirements of the State
(Designated Representative)
of Texas Single Audit Act if the Town of Addison spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the Town of Addison will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

_____
Signature

_____
Title

_____
Date

## DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2518ADDS

The Town of Addison ,
designates,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The Town of Addison, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

**DESIGNATED REPRESENTATIVE**

Mailing Address: _____

_____

_____

Overnight Mailing Address: _____

_____

_____

Telephone/Fax Number: _____

_____

Email address: _____

**City Council (FY24)** **4. m.**

**Meeting Date:** 10/22/2024

**Department:** Airport

**Key Focus Areas:** Infrastructure Development and Maintenance

**AGENDA CAPTION:**

Consider action on a Resolution approving an agreement with McMahon Contracting, LP for reconstruction of the Atlantic Aviation ramp connectors and the east vehicle service road (VSR) at Addison Airport and authorizing the City Manager to execute the agreement in an amount not to exceed $2,363,236.65.

**BACKGROUND:**

The purpose of this item is to award a contract for construction of three connectors to the Atlantic Aviation ramp (two from Taxiway Alpha and one from Taxilane Tango) and the east vehicle service road (VSR) from Taxiway Foxtrot to Taxilane Uniform at Addison Airport.

The scope of work for this project includes demolition of the existing pavements (which have failed in multiple locations), relocation of some taxiway edge lighting on Taxiway Alpha to accommodate widening of the ramp connectors, and reconstruction of the ramp connectors and the vehicle service road. The project work area is on the airside of Addison Airport, generally east of Taxiway Alpha and west of the U.S. Customs and Airport Administration facility and the Atlantic Aviation FBO.

On April 9, 2024, Council authorized a Professional Services Agreement (PSA) with Garver, LLC for engineering and design services in the amount of $133,000. On August 1, 2024, the project was advertised on CivCast as Town of Addison bid number 24-276. The bid closed on September 5, 2024. Three bids were received. Bid totals and the engineer's estimate of probable costs (EOPC) are provided in the table below. A detailed breakdown of the bids is provided as an attachment to this item in a Recommendation of Award letter from Garver.

| | EOPC | McMahon Contracting, LP | Hutchinson Construction, LLC | Rebcon, LLC |
|---|---|---|---|---|
| **Bid Amount** | $1,792,460.00 | $2,363,236.65 | $2,491,991.30 | $2,645,098.00 |

Funding for this project will come from the 2023 Certificates of Obligation ($950,000), the Airport Fund and a Bipartisan Infrastructure Law (BIL) Airport Improvement Grant (AIG). The BIL / AIG funding proposed to be used is Addison Airport's FY22 entitlement, in the amount of $763,000. The balance of the project will come from the Airport Fund.

If approved, construction is expected to commence in January 2025 and require 120 days to complete.

**RECOMMENDATION:**

Administration recommends approval.

**Attachments**

Resolution - McMahon Contracting

East VSR Project Area

24-276 Recommendation of Award

24-276 Site Layout

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH MCMAHON CONTRACTING, LP FOR THE ATLANTIC APRON CONNECTORS AND VSR REPAIRS IN AN AMOUNT NOT TO EXCEED $2,363,236.65; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize an agreement with McMahon Contracting, LP for the Atlantic Apron Connectors and VSR Repairs in conformance with the contract documents for City Bid No. Bid No. 24-276.

**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 McMahon Contracting, LP for the Atlantic Apron Connectors and VSR Repairs in an amount not-to-exceed of $2,363,236.65, 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 ***22nd*** day of ***OCTOBER***, 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

EXHIBIT A

**CONSTRUCTION SERVICES AGREEMENT**
ATLANTIC APRON CONNECTORS AND VSR REPAIRS
(Bid No. 24-276)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **McMahon Contracting, LP**, a Texas Limited Partnership, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

**RECITALS**

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

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

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

**Section 1. Scope of Services**

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Atlantic Apron Connectors and VSR Repairs (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

**Section 2. Term of Agreement**

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

**Section 3. Contract Documents**

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

(1) This Agreement, including all exhibits and addenda hereto;
(2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #Bid No. 24-276;
(3) City's written notice(s) to proceed to the Contractor;
(4) Properly authorized change orders;
(5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
(6) Any other materials distributed by the City that relate to the Project.

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

**Section 4. Contractor Obligations**

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

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

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

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

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

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

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

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

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

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

**Section 5. Payment**

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed TWO MILLION, THREE HUNDRED AND SIXTY-THREE THOUSAND, TWO HUNDRED AND THIRTY-SIX DOLLARS AND SIXTY-FIVE CENTS ($2,363,236.65) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

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

**Section 6. Performance Schedule**

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is one hundred fifty (150) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before one hundred sixty (160) calendar days following the date of City's written notice to proceed to Contractor.

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

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to $750.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

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

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received

from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

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

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

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

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

(1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

(2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

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

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

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

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

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

**Section 9. Insurance**

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

**Section 10. Indemnification**

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES

(COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER.

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

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

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

**Section 11. Notice**

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

**Section 12. Sales and Use Taxes**

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project

or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

**Section 13. Texas Government Code Verifications**

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

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

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

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

**Section 14. Miscellaneous**

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

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

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

| For City: | For Contractor: |
|---|---|
| TOWN OF ADDISION, TEXAS | MCMAHON CONTRACTING, LP |
| By:_____<br>David Gaines<br>City Manager | By:_____<br>Scott Cummings<br>President |
| Date:_____ | Date: _____ |
| Notice Address: | Notice Address: |
| Town of Addison<br>Attn: City Manager<br>P.O. Box 9010<br>Town of Addison, Texas 75001<br>E: dgaines@addisontx.gov | McMahon Contracting, LP<br>Attn: Scott Cummings, President<br>3019 Roy Orr Blvd<br>Grand Prairie, Texas 75050<br>E: _____ |

Addison Contract ID:
CSA_ww_October 22, 2024_v1.20220628

# Project Area



3000 Internet Blvd
Suite 400
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

**www.GarverUSA.com**

September 16, 2024

Joel Jenkinson
Addison Airport
4545 Jimmy Doolittle Drive, Suite 200
Addison, Texas 75001

Re: Addison Municipal Airport (ADS)
Atlantic Apron Connectors and VSR Repairs
Town of Addison Bid No. 24-276
Recommendation of Award

Dear Mr. Jenkinson:

Bids were received for the Town of Addison Bid No. 24-276 Atlantic Apron Connectors and VSR Repairs project for the Addison Municipal Airport at the Town of Addison Finance Building at 5350 Belt Line Road, Dallas, TX 75254 at 2:00 PM on September 5, 2024. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of three (3) bids were received on the project. McMahon Contracting, LP submitted the low bid for the project in the amount of **$2,363,236.65**. The table below outlines the costs for each received bid.

| BID SUMMARY | | | | |
|---|---|---|---|---|
| **Description** | **Engineers Estimate** | **McMahon Contracting, LP** | **Hutchinson Construction, LLC** | **Rebcon, LLC** |
| Base Bid | $1,792,460.00 | $2,363,236.65 | $2,491,991.30 | $2,645,098.00 |
| **TOTAL** | **$1,792,460.00** | **$2,363,236.65** | **$2,491,991.30** | **$2,645,098.00** |

We believe the bid submitted by McMahon Contracting, LP represents a good value for Addison Municipal Airport. We recommend that Base Bid in the amount of **$2,363,236.65** be awarded to **McMahon Contracting, LP**.

Please call me if you have any questions.

Sincerely,
GARVER, LLC

Tonjanika Robinson, PE

Attachments: Bid Tabulation

**ADDISON AIRPORT**
**ATLANTIC APRON CONNECTORS AND VSR REPAIRS**
**BID TABULATION**
**BID OPENING: SEPTEMBER 5, 2024; 2:00 PM**

| ITEM NO. | SPEC. NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | Engineer's Estimate of Probable Cost | | McMahon Contracting, LP | | Hutchinson Construction, LLC | | Rebcon, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | SS-120-3.1 | CONSTRUCTION SAFETY AND SECURITY | LS | 1 | $90,000.00 | $90,000.00 | $100,000.00 | $100,000.00 | $25,990.05 | $25,990.05 | $349,000.00 | $349,000.00 |
| 2 | SS-300-5.1 | LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES | LS | 1 | $5,000.00 | $5,000.00 | $9,225.00 | $9,225.00 | $8,262.00 | $8,262.00 | $10,000.00 | $10,000.00 |
| 3 | SS-301-5.1 | EXISTING CONCRETE ENCASED, ELECTRICAL JUNCTION STRUCTURE, REMOVED | EA | 2 | $250.00 | $500.00 | $492.00 | $984.00 | $440.00 | $880.00 | $550.00 | $1,100.00 |
| 4 | SS-301-5.2 | EXISTING BASE MOUNTED EDGE LIGHT, | EA | 9 | $200.00 | $1,800.00 | $184.50 | $1,660.50 | $165.00 | $1,485.00 | $200.00 | $1,800.00 |
| 5 | SS-301-5.3 | EXISTING BASE MOUNTED EDGE LIGHT, RELOCATED | EA | 9 | $1,200.00 | $10,800.00 | $1,476.00 | $13,284.00 | $1,320.00 | $11,880.00 | $1,600.00 | $14,400.00 |
| 6 | SS-310-5.1 | TEMPORARY AIRFIELD LIGHTING | LS | 1 | $5,000.00 | $5,000.00 | $4,920.00 | $4,920.00 | $4,400.00 | $4,400.00 | $5,300.00 | $5,300.00 |
| 7 | C-100-14.1 | CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) | LS | 1 | $36,000.00 | $36,000.00 | $92,250.00 | $92,250.00 | $25,000.00 | $25,000.00 | $275,000.00 | $275,000.00 |
| 8 | C-102-5.1 | TEMPORARY EROSION CONTROL | LS | 1 | $25,000.00 | $25,000.00 | $5,535.00 | $5,535.00 | $30,000.00 | $30,000.00 | $112,000.00 | $112,000.00 |
| 9 | C-105-6.1 | MOBILIZATION (10%) | LS | 1 | $179,500.00 | $179,500.00 | $236,087.34 | $236,087.34 | $249,000.00 | $249,000.00 | $255,000.00 | $255,000.00 |
| 10 | P-101-5.1 | CONCRETE PAVEMENT REMOVAL | SY | 2,101 | $30.00 | $63,030.00 | $63.39 | $133,182.39 | $200.00 | $420,200.00 | $54.00 | $113,454.00 |
| 11 | P-101-5.2 | ASPHALT PAVEMENT REMOVAL | SY | 906 | $35.00 | $31,710.00 | $38.62 | $34,989.72 | $200.00 | $181,200.00 | $50.00 | $45,300.00 |
| 12 | P-101-5.3 | STORM DRAIN PIPE REMOVAL | LF | 8 | $40.00 | $320.00 | $50.54 | $404.32 | $225.00 | $1,800.00 | $110.00 | $880.00 |
| 13 | P-101-5.4 | DRAINAGE STRUCTURE REMOVAL | EA | 4 | $2,000.00 | $8,000.00 | $1,157.57 | $4,630.28 | $1,000.00 | $4,000.00 | $1,650.00 | $6,600.00 |
| 14 | P-101-5.5 | PAVEMENT MARKING REMOVAL | SF | 300 | $2.00 | $600.00 | $44.90 | $13,470.00 | $12.00 | $3,600.00 | $11.00 | $3,300.00 |
| 15 | P-152-4.1 | UNCLASSIFIED EXCAVATION | CY | 2,650 | $35.00 | $92,750.00 | $92.57 | $245,310.50 | $88.83 | $235,399.50 | $55.00 | $145,750.00 |
| 16 | P-155-8.1 | LIME-TREATED SUBGRADE (12") | SY | 2,420 | $13.00 | $31,460.00 | $20.45 | $49,489.00 | $36.00 | $87,120.00 | $19.00 | $45,980.00 |
| 17 | P-155-8.2 | LIME | TON | 66 | $340.00 | $22,440.00 | $375.15 | $24,759.90 | $400.00 | $26,400.00 | $412.00 | $27,192.00 |
| 18 | P-304-8.1 | CEMENT-TREATED BASE COURSE (6") | SY | 2,300 | $20.00 | $46,000.00 | $52.14 | $119,922.00 | $28.00 | $64,400.00 | $56.00 | $128,800.00 |
| 19 | P-501-8.1 | CONCRETE PAVEMENT (10") | SY | 2,185 | $250.00 | $546,250.00 | $188.60 | $412,091.00 | $170.00 | $371,450.00 | $197.00 | $430,445.00 |
| 20 | P-620-5.1 | PAVEMENT MARKINGS, REFLECTIVE TYPE III, YELLOW | SF | 945 | $5.00 | $4,725.00 | $30.13 | $28,472.85 | $8.00 | $7,560.00 | $5.00 | $4,725.00 |
| 21 | P-620-5.2 | PAVEMENT MARKINGS, NON-REFLECTIVE, BLACK | SF | 1,515 | $5.00 | $7,575.00 | $26.44 | $40,056.60 | $8.65 | $13,104.75 | $5.00 | $7,575.00 |
| 22 | D-701-5.1 | 18" RCP (CLASS III) | LF | 12 | $200.00 | $2,400.00 | $272.51 | $3,270.12 | $1,200.00 | $14,400.00 | $176.00 | $2,112.00 |
| 23 | D-751-5.1 | 3' x 3' (ID) SINGLE GRATE INLET | EA | 1 | $10,000.00 | $10,000.00 | $10,154.03 | $10,154.03 | $5,000.00 | $5,000.00 | $7,480.00 | $7,480.00 |
| 24 | T-904-5.1 | SODDING | SY | 4,400 | $10.00 | $44,000.00 | $8.09 | $35,596.00 | $12.50 | $55,000.00 | $9.00 | $39,600.00 |
| 25 | L-108-5.1 | NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT | LF | 1,600 | $4.00 | $6,400.00 | $6.15 | $9,840.00 | $5.50 | $8,800.00 | $7.00 | $11,200.00 |
| 26 | L-108-5.2 | NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS | LF | 550 | $4.50 | $2,475.00 | $7.38 | $4,059.00 | $6.60 | $3,630.00 | $8.00 | $4,400.00 |
| 27 | L-108-5.3 | TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH | LF | 350 | $5.00 | $1,750.00 | $8.61 | $3,013.50 | $7.70 | $2,695.00 | $9.00 | $3,150.00 |
| 28 | L-110-5.1 | NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH C | LF | 400 | $20.00 | $8,000.00 | $30.75 | $12,300.00 | $27.50 | $11,000.00 | $33.00 | $13,200.00 |
| 29 | L-110-5.2 | CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH C | LF | 125 | $35.00 | $4,375.00 | $73.80 | $9,225.00 | $66.00 | $8,250.00 | $80.00 | $10,000.00 |
| 30 | L-115-5.1 | ELECTRICAL JUNCTION STRUCTURE, L-867 CLASS 1, SIZE 16" DIAMETER BY 24" DEPTH | EA | 2 | $1,500.00 | $3,000.00 | $1,476.00 | $2,952.00 | $1,320.00 | $2,640.00 | $2,000.00 | $4,000.00 |
| 31 | L-125-5.1 | L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED | EA | 7 | $2,000.00 | $14,000.00 | $2,152.50 | $15,067.50 | $1,925.00 | $13,475.00 | $2,500.00 | $17,500.00 |
| 32 | TX-275-6.1 | CEMENT TREATMENT, NEW BASE (6") | SY | 2,925 | $20.00 | $58,500.00 | $51.27 | $149,964.75 | $28.00 | $81,900.00 | $56.00 | $163,800.00 |
| 33 | TX-360-6.1 | CONCRETE PAVEMENT (10") | SY | 2,675 | $150.00 | $401,250.00 | $176.28 | $471,549.00 | $170.00 | $454,750.00 | $132.00 | $353,100.00 |
| 34 | TX-360-6.2 | CONCRETE PAVEMENT (4") | SY | 140 | $60.00 | $8,400.00 | $137.34 | $19,227.60 | $75.00 | $10,500.00 | $152.00 | $21,280.00 |
| 35 | TX-666-5.1 | RETROREFLECTORIZED PAVEMENT MARKINGS, TYPE II, WHITE | SF | 380 | $5.00 | $1,900.00 | $18.45 | $7,011.00 | $7.75 | $2,945.00 | $5.00 | $1,900.00 |
| 36 | SS-5001-5.1 | BIAXIAL GEOGRID | SY | 2,925 | $6.00 | $17,550.00 | $13.43 | $39,282.75 | $15.00 | $43,875.00 | $3.00 | $8,775.00 |
| | | | | | **TOTAL** | $1,792,460.00 | | **$2,363,236.65** | | **$2,491,991.30** | | **$2,645,098.00** |

RUNWAY 16-34

RUNWAY 33-15

TAXIWAY A

TAXIWAY F

TAXIWAY G

TAXILANE T

TAXILANE U

T/W "A"

T/W "T"

TSA

4W-4"

2W-4"

34-16

0 25' 50' 100' 150'

(IN FEET)

## LEGEND

| | |
|---|---|
| TSA | TAXIWAY SAFETY AREA |
| | PROPOSED AIRFIELD CONCRETE PAVEMENT |
| | PROPOSED VSR CONCRETE PAVEMENT |

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GARVER

REGISTRATION NO. F-5713

| REV. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

ADDISON AIRPORT (ADS)
ADDISON, TX

ADDISON AIRPORT

APRON CONNECTORS AND VSR REPAIRS

PROJECT OVERVIEW

JOB NO.: 2400297
DATE: MARCH 2024
DESIGNED BY: AJM
DRAWN BY: AJM

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
**C0.00**

SHEET NUMBER **1**

**City Council (FY24)** **4. n.**

**Meeting Date:** 10/22/2024

**Department:** Airport

**Key Focus Areas:** Infrastructure Development and Maintenance

---

## AGENDA CAPTION:

Consider action on a Resolution approving the exercise of the second one-year renewal option of the agreement for professional services with Garver, LLC executed in FY23 for on-call professional consulting services for airport capital projects and authorizing the City Manager to execute the renewal for FY25 in an amount not to exceed $150,000 and optionally to execute renewals in subsequent fiscal years (FY26 and FY27) in amounts not to exceed that which is included in the airport operating budget approved by City Council for those respective fiscal years.

## BACKGROUND:

Through a Request for Qualifications selection process administered by the TxDOT Aviation Division in 2022, the Town of Addison selected Garver, LLC (Garver) as the Addison Airport Engineer of Record to provide engineering design services for all grant-funded airport capital projects.

At its October 11, 2022 meeting, City Council approved an agreement with Garver, LLC for on-call professional consulting services for FY23 for airport capital projects in an amount not to exceed $150,000, which was included in the approved airport operating budget. The agreement allows the Town, in its sole discretion, to annually extend the term for an additional year (covering the period of October 1 through September 30). Up to four such one-year extensions may be agreed to, with not-to-exceed compensation amounts for extension years determined for each year at the time of extension, if any. The agreement can be terminated for any reason upon delivery of a 30-day prior written notice to Garver. The City exercised its extension option for FY24 in the not-to-exceed amount of $150,000 as approved by City Council at the January 9, 2024 meeting.

This item requests City Council authorize the City Manager to renew the agreement for FY25 in an amount not to exceed $150,000 (which is budgeted in the approved FY25 airport operating budget) and optionally to renew the agreement in subsequent fiscal years (FY26 and FY27) via a letter affirming the renewal and providing the budgeted not-to-exceed amount, predicated on not exceeding amounts authorized by Council in the approved airport operating budget for those respective fiscal years.

**RECOMMENDATION:**

Admnsitration recommends approval.

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**Attachments**

Resolution - Garver FY25 On-Call

FY23 Executed PSA with Garver

---

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE ANNUAL RENEWAL OF AN AGREEMENT WITH GARVER, LLC FOR ON-CALL PROFESSIONAL CONSULTING SERVICES FOR AIRPORT CAPITAL PROJECTS IN AN AMOUNT NOT TO EXCEED $150,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TO APPROVE AND EXECUTE FUTURE RENEWALS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council desires to authorize a renewal of an agreement with Garver, LLC for FY25 on-call professional consulting services for airport capital projects in conformance with the City's requirements; and

**WHEREAS,** the City Council authorizes the City Manager to approve and execute annual renewals of this agreement in subsequent fiscal years (FY26 and FY27).

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

**SECTION 1**. The City Council hereby approves the annual renewal of the agreement between the Town of Addison and Garver, LLC for FY25 on-call professional consulting services for airport capital projects in conformance with the City's requirements and in an amount not-to-exceed of $150,000.00.

**SECTION 2.** The City Council hereby authorizes the City Manager to execute any optional renewals for this agreement in subsequent fiscal years (FY26 and FY27) in amounts not to exceed that which is included in the airport operating budget approved by City Council for those respective fiscal years, by means of a letter of renewal to Garver that shall include the approved budgeted amount for that fiscal year.

**SECTION 3**. This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the ***22nd*** day of ***October, 2024.***

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

**PROFESSIONAL SERVICES AGREEMENT**
On-call Professional Consulting Services for Airport Capital Projects

This Professional Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), and **Garver, LLC** ("Professional") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

**RECITALS**

**WHEREAS**, City desires to engage Professional 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**, 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**

Professional agrees to provide professional consulting services for airport capital projects on an as-needed basis in conformance with this Agreement and as more particularly described 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 City 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 expire on September 30, 2023 ("Initial Term"), unless extended or renewed in the manner provided herein. The parties may, in City's sole discretion, extend the term of this Agreement for up to four (4) additional one (1) year renewal terms beginning on October 1st and ending on September 30th of each year thereafter (each a "Renewal Term"), unless sooner terminated as provided in Section 8, below. The City has the option to extend the term of this Agreement, as necessary, for the Professional to complete work on any work order entered into prior to the expiration of the Agreement.

**Section 3. Professional's Obligations**

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, 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 City. Notwithstanding, City will obtain and/or furnish right of access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

(b) 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 omissions in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

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

(d) 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 Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

(e) Independent Professional. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City 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 Professional, and not as an agent or employee of City. 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.

(f) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional'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 Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. 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 as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records only during regular business hours and upon reasonable prior notice. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities and the current or former employees of Professional, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Except as required under applicable law, in no event shall City be entitled to audit the proprietary makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

(g) Certification of No Conflicts. Professional hereby warrants to the City 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 City in writing.

**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 City's requirements and in accordance with the work orders that are specified for each project. Time is of material consideration for services performed under this Agreement. A sample of the work orders to be incorporated under this Agreement are attached hereto as **Exhibit "C"**. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an equitable adjustment in the services, including an extension of time for performance or necessary adjustment in pricing for the services affected, in conformance with this Section 4.

(b) Extensions; Written Request Required. No allowance of any extension of time or equitable adjustment to the services, 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 City for the same within two (2) business days after the cause for such extension or adjustment occurred, and unless City and Professional have agreed in writing upon the allowance of the same.

**Section 5. Documents**

(a) Project Documents. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City 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 City's request and in furtherance of this Agreement. City releases Professional and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables provided under this Agreement for any other project where Professional is not involved in said other project, or modification(s). City shall have full authority to authorize Professional(s), subcontractors, sub-subcontractors, City 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 City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, Professional, agents, or consultants.

(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 City, 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 or its suppliers. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents

without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional 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 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 City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City in any materials provided to Professional. Additionally, any materials provided to Professional 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 Professional information that it has 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 in connection with Professional's performance of the services under this Agreement. This obligation of confidentiality 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. All confidentiality obligations hereunder shall expire three (3) years after completion of the services. Professional shall further, at its own expense, defend all third-party 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 unless such claim is based on information and/or technology provided or specified by City.

**Section 6. Payment**

(a) Payment Terms. City agrees to pay Professional for all services authorized by written work order and properly performed by Professional, 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 City shall be based on detailed monthly invoices submitted by Professional 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 disputed payment to Professional when Professional has not made satisfactory progress on the services described in a particularly work order.

(b) Compensation. Professional's compensation shall be on an hourly basis as specified in each work order in conformance with the fee schedule set forth in **Exhibit B**; provided, that the total compensation during the Initial Term under this Agreement shall not exceed One-Hundred and Fifty Thousand Dollars ($150,000.00). Compensation thereafter for each Renewal Term will be determined by the City at the time the Parties have agreed to renew this Agreement for any additional terms. In the event of any material 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 City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional 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 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 evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth ($30^{th}$) 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 City's written notice to Professional 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 Professional except for all services satisfactorily completed according to the industry standard of care 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 City at which Professional is required to attend, but shall not include any loss of profit of Professional. 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 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 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 (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 City. City 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 City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City 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 performed according to the industry standard of care by Professional 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 Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City 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 City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

**Section 9. Insurance**

(a) Required Insurance. Professional shall during the term hereof maintain in full force and effect all policies the following insurance (unless otherwise agreed in writing by the Parties):

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, or actions relating to the Professional's performance of services pursuant to this Agreement with a combined single limit of $1,000,000.00 per occurrence; $2,000,000 per aggregate for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of $1,000,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

(b) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the City, its officers, and employees as additional insureds as to all applicable coverage to the extent of the indemnities agreed between the parties in Section 10 of this Agreement. (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits/material change; and

(iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

(c) Additional Insurance Requirements. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-(minus)" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

**Section 10. Indemnification; Notice.**

CITY SHALL NOT BE LIABLE FOR ANY THIRD-PARTY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER CAUSING ANY BODILY INJURY TO PERSONS OR DAMAGE TO THIRD PARTY TANGIBLE PROPERTY ARISING FROM THE NEGLIGENT SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY THIRD-PARTY TANGIBLE PROPERTY OR BODILY INJURY TO, OR DEATH OF, ANY PERSON ARISING FROM PROFESSIONAL'S PERFORMANCE OF SERVICES AT ANY TIME THIS AGREEMENT IS IN EFFECT WHERE SAID HARM IS CAUSED BY PROFESSIONAL'S NEGLIGENCE. PROFESSIONAL SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL THIRD PARTY TORT LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY THIRD PARTIES BY REASON OF BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF TANGIBLE PROPERTY OF THIRD PARTIES 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, 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 GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE 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 City in writing of any claim or demand against the City, related to or arising out of Professional's obligation under Section 10 of this Agreement and shall see to the investigation and defense of such claims or demand at Professional's sole cost and expense; provided,

that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE 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 City. (b) Professional shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services as of the Effective Date 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. The prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses. (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 City:

TOWN OF ADDISON, TEXAS

By: _____
Hamid Khaleghipour
Interim City Manager

Date: October 12, 2022

Notice Address:

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

For Professional:

GARVER, LLC

By: _____
Josh Crawford, P.E.
Texas Business Line Leader

Date: 09/12/2022

Notice Address:

Garver, LLC
Attn: Mitchell R. McAnally, Project Manager
14160 N. Dallas Parkway, Suite 850
Dallas, Texas 75254
E: mrmcanally@garverusa.com

Addison Contract ID:
PSA_v1.20230422

## RESOLUTION NO. R22-065

**EXHIBIT A**
**SCOPE OF SERVICES**

**GENERAL INFORMATION**
All communications regarding the services to be performed under this Agreement shall be directed to the following individuals:

| Airport Representative | Professional Representative |
|---|---|
| Name: _____ | Name: _____ |
| Phone: _____ | Phone: _____ |
| Email: _____ | Email: _____ |

**DESCRIPTION OF SERVICES**
Professional will perform professional consulting services in connection with Addison Airport's annual capital projects on an as-needed basis. The services may include, without limitation:

**Infrastructure Consulting Services**
Airfield Planning Alternatives
Construction Layout Alternatives
Utility Layouts
Infrastructure forecasting

**Engineering Consulting Services**
Plan Development
Layout alternatives
Engineering details
Lessons Learned presentations
Bidding Services

**Development Consulting Services**
Real Estate plan reviews
Real Estate survey reviews
Developer construction plan reviews
Developer construction coordination

**Construction Consulting Services**
Site visits to observe construction operations
Advising on construction quality
Advising on construction operations
Advising on Construction Materials
Construction Material Reviews
Construction Administration Services
Construction Safety and Phasing Services
Construction Airspacing

Professional will only pro form of the work order shall be in substantial conformance with the sample form provided in **Exhibit C** of this Agreement.

**EXHIBIT B**
**FEE SCHEDULE**




**(Agreed Upon Rates)**

| | 2023 Rates |
|---|---|
| **Engineers** | |
| E-1 | $161.00 |
| E-2 | $189.00 |
| E-3 | $225.00 |
| E-4 | $265.00 |
| E-5 | $322.00 |
| E-6 | $397.00 |
| E-7 | $444.00 |
| **Architect/Landscape Architect** | |
| A-3 | $211.00 |
| A-4 | $234.00 |
| **Planners** | |
| P-1 | $194.00 |
| P-2 | $230.00 |
| P-3 | $261.00 |
| P-5 | |
| **Designers** | |
| D-1 | $145.00 |
| D-2 | $164.00 |
| D-3 | $194.00 |
| D-4 | $227.00 |
| **Technicians** | |
| T-1 | $126.00 |
| T-2 | $170.00 |
| T-3 | $184.00 |
| **Surveyors** | |
| S-1 | $78.00 |
| S-2 | $93.00 |
| S-3 | $128.00 |
| S-4 | $175.00 |
| S-5 | $230.00 |
| S-6 | $268.00 |
| 2-Man Crew (Survey) | $291.00 |
| 3-Man Crew (Survey) | $351.00 |
| 2-Man Crew (GPS Survey) | $344.00 |
| 3-Man Crew (GPS Survey) | $403.00 |
| **Construction Observation** | |

**EXHIBIT B**
**FEE SCHEDULE**

| | |
|---|---|
| C-1 | $137.00 |
| C-2 | $174.00 |
| C-3 | $207.00 |
| C-4 | $268.00 |
| **Administration** | |
| M-1 | $444.00 |
| X-1 (Previously A-1) | $94.00 |
| X-2 (Previously A-2) | $120.00 |
| X-3 (Previously A-3) | $189.00 |
| X-4 | $225.00 |
| X-5 | $236.00 |
| X-6 | $280.00 |

**EXHIBIT C**
**SAMPLE WORK ORDER**

**(FORM OF WORK ORDER)**

**WORK ORDER NO. [?]**
**Town of Addison, Texas**
**Project No. 23A11110**

This WORK ORDER ("Work Order") is made by and between the **Town of Addison, Texas** (hereinafter referred to as "Client") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on **[??/??/????]** (the "Agreement").

Under this Work Order, the Client intends to have Garver perform **[Insert Services/Project Title]** for various airport projects.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

**1. SCOPE OF SERVICES**

Garver's work and services to be provided and performed by Garver under this Agreement will include assisting the Client in [Insert Services description].

1.1. Example of services covered, but not limited to under this Agreement are providing the following Services:
1.1.1. [Insert text here [or] in Appendix A as needed.]

**2. PAYMENT**

For the Services set forth above, Client will pay Garver on an hourly rate basis based on the attached hourly rate schedule within Appendix A. The Client represents that funding sources are in place with the available funds necessary to pay Garver.

The Client will pay Garver, for time spent on the project, at the rates shown in Appendix A for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The not-to-exceed amount under this agreement is estimated to be **[$XX,XXX.XX]**.

The Client will pay Garver the amount above under in the terms set out in accordance with the provisions of the Agreement.

**3. APPENDICES**

3.1. The following Appendices are attached to and made a part of this Work Order:
3.1.1. Appendix A – Garver Hourly Rate Schedule

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order, including attachments listed in Section 3 – APPENDICES, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance

upon receipt of a copy of this Work Order signed by the Client. The effective date of this Work Order shall be the last date written below.

| Town of Addison, Texas | Garver, LLC |
|---|---|
| By: _____ *Signature* | By: _____ *Signature* |
| Name: _____ *Printed Name* | Name: _____ *Printed Name* |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Attest: _____ | Attest: _____ |

**City Council (FY24)** **4. o.**

**Meeting Date:** 10/22/2024

**Department:** Special Events

**Key Focus Areas:** Vibrant and Active Community

## AGENDA CAPTION:

Consider action on a Resolution approving a Partner Agreement with WaterTower Theatre and authorizing the City Manager to execute the Agreement in an amount not to exceed $360,000 in cash and in-kind contributions.

## BACKGROUND:

In an effort to increase activity at the Addison Theatre Centre, Town staff has modified the funding process for all arts groups who are interested in funding for their organization that directly enhances the Town. Town staff will use FY25 as a transition year and provide funding to previous users of the Addison Theatre Centre. This ensures that art organizations receiving funds have been vetted through the non-profit grant funding process to be in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the funding to Addison and non-Addison residents, Quarterly Reports are required by all art organizations through the end of the Town's Fiscal Year. The Quarterly Reports contain the organization's goals, objectives and performance measures as identified in the License Uses section of the agreement. Financial statements may or may not be required, but Town staff can request them at any time.

The WaterTower Theatre funding agreement is included as an attachment to this agenda item. The below highlights the changes from the agreement last year:

| Item | Description/Change |
|---|---|
| Sec 4.4 (3) -- Concessions | Concessions must now be open for all performances but as before, the WTT will keep 100% of all revenue |
| Sec 7.1 – The grant & payment installments | Half of the Town Funding will be provided on October 25, 2024 and monthly installments for payment for the remaining of the fiscal year |
| Sec. 7.2 – Conditions: (d) marketing requirements. (e) board of directors | d. Logo use, placement, and size to be proportionate to funding. Specific guidelines to be set once branding program is presented.<br><br>e. Board of Director requirements – within 120 days WTT will be required to increase their Board by five voting members with 30% of all voting members being Addison residents or businesses located within Addison |

| | |
|---|---|
| Exhibit B – The Programming | Deliverables to be modified to:<br><br>Main Stage Season of:<br>• 3 shows<br>• 1 concert series<br>• 48 performances |

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - WaterTower Theatre Agreement

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**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A LICENSE AGREEMENT WITH WATER TOWER THEATRE FOR USE OF THE ADDISON THEATRE CENTER FOR THE FY24-25 THEATRE SEASON; PROVIDING FOR FUNDING OF THEATRE PROGRAMMING IN AN AMOUNT NOT TO EXCEED $360,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Addison, Texas ("Town") owns and operates the Addison Theatre Centre ("ATC") for the purpose of providing and maintaining first-class performance arts facilities within the Town for the benefit of its residents and the general public; and

**WHEREAS**, the Town desires to grant Water Tower Theatre non-exclusive access to the ATC in conformance with this Agreement for Water Tower Theatre to conduct various performances within the ATC that will serve to promote the ATC and attract other prominent performances to the Town; and

**WHEREAS,** the City Council has investigated and determined that it is in the best interest of the Town to provide public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

**WHEREAS**, the City Council has adopted a non-profit organization funding program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town; and

**WHEREAS**, the Town has reviewed the request for program funding from Water Tower Theatre and determined that the theatre programming offered by Water Tower Theatre for the FY24-25 season serves a public purpose and will benefit its citizens; and

**WHEREAS**, the City Council desires to enter into the attached agreement to set forth the terms and conditions regarding Water Tower Theatre's license to use the ATC for certain operations and for its use of the allocated funding.

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

**SECTION 1**. The ATC License and Funding Agreement between the Town and the Water Tower Theatre for FY24-25 programming and funding in an amount not to exceed $340,000.00, plus an in-kind contribution in an amount not to exceed $20,000.00 as an offset the license fee, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said 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 ***22nd*** day of ***OCTOBER 2024*.**

**TOWN OF ADDISON, TEXAS**

_____

Bruce Arfsten, Mayor

**ATTEST:**

Valencia Garcia, City Secretary

**APPROVED AS TO FORM:**

Whitt Wyatt, City Attorney

**LICENSE AND FUNDING AGREEMENT**
**ADDISON THEATRE CENTRE**
WaterTower Theatre

This License Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City" or "Licensor"), and **WaterTower Theatre, Inc.** (**"**Licensee" or "WTT") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

**RECITALS:**

**WHEREAS**, City owns and operates the Addison Theatre Centre ("ATC") for the purpose of providing and maintaining first class performance arts facilities within the Town of Addison for the benefit of its residents and the general public; and

**WHEREAS**, City desires to grant Licensee non-exclusive access to the ATC in conformance with this Agreement for Licensee to conduct various performances within the ATC that will serve to promote the ATC and attract other prominent performances to the Town of Addison; and

**WHEREAS,** the City has further determined that it is in the best interest of the City to provide funding authorized by Chapter 380 of the Texas Local Government Code to certain non-profit organizations that actively promote public purposes and benefit the public within the City; and

**WHEREAS**, Licensee has requested funding for the City's FY24-25 budget year; and

**WHEREAS**, the City has reviewed the request and determined that providing funding to Licensee in conformance with this Agreement will serve the public purpose of promoting the ATC, arts and tourism, and will generally benefit the City's residents.

**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:

## Article I
## Term

The term of this Agreement shall be for one (1) year beginning on October 1, 2024 ("Effective Date") and expiring on September 30, 2025 ("Expiration Date"), unless extended by mutual written agreement of the parties or earlier terminated in conformance herewith.

## Article II
## Funding of License; General Conditions

2.1 Funding of License. City hereby grants Licensee a non-exclusive license and right to occupy and use the Licensed Area (defined herein) for the Permitted Use in conformance with the terms and conditions set forth in this Agreement. The license granted herein includes Licensee's use of certain areas as 'WaterTower Space' for certain administrative operations as well as the areas available to 'Theatre Rental Groups' during Licensee's Events in conformance herewith (collectively referred to as the "Licensed Area"), as further described and depicted in **Exhibit A** attached hereto. The foregoing license further includes a non-exclusive right to use the ATC common areas designated in **Exhibit A** (the "Common Area")

in connection with Licensee's Events and subject to the City's exclusive control and management of the same.

2.2 Access to Other Areas within the ATC. Licensee shall not use the ATC premises for any purpose other than as expressly set forth in this Agreement without first obtaining the prior written consent of the ATC Manager (the "Manager"). The Manager may allow Licensee's temporary use of other areas within the ATC at the Manager's sole discretion, subject to City Council approval when required.

2.3 No Subletting. Licensee may not sublet to nor sub-license to others the use of any portion of the ATC without the prior written approval of the City. Any such attempt by Licensee shall be without effect and may, at City's option, result in the immediate termination of this Agreement for default pursuant to Section 8.2.

2.4 City Access; Emergencies. The City will provide reasonable prior notice to Licensee prior to entering the WaterTower Space for official purposes. Notwithstanding, the City shall at all times be entitled to enter any portion of the ATC (including the WaterTower Space) without prior notice (i) in the performance of its governmental functions, and (ii) in response to any emergency, as determined by City in its sole discretion.

2.5 No Other Rights Granted. Licensee shall have no other rights related to its use of the ATC other than rights expressly granted under this Agreement.

## Article III
## Permitted Use

3.1 Permitted Use. Licensee is entitled to use the Licensed Area for the following uses in conformance with the terms and conditions set forth in this Agreement (the "Permitted Use"):

(a) Licensee's administrative operations;
(b) conducting Licensee Events (defined in Section 3.3. below);
(c) sponsoring or hosting educational programs and workshops;
(d) hosting fundraising events;
(e) any other use with the prior written approval of the Manager.

Licensee's use of ATC shall be under the general direction and control of the Manager and Licensee agrees to comply with all City rules, policies, and directives, whether written or otherwise, applicable to Licensee's use of the ATC pursuant to this Agreement (herein "ATC Rules"). Licensee shall be responsible for ensuring that its managers, officers, employees, representatives, contractors, subcontractors, and invitees are familiar with the ATC Rules and conduct themselves in a professional manner at all times while at the ATC.

3.2 City Acknowledgements. As partial consideration for the rights granted to Licensee herein, Licensee agrees to prominently acknowledge the City for its support of Licensee in all appropriate printed materials. All public references to Licensee will be characterized as "WaterTower Theatre at the Addison Theatre Centre" or a similar phrasing that clearly indicates the Licensee (or its event) is at the ATC.

3.3 Licensee Representatives. Licensee shall provide the Manager with the contact information (name, email, and phone) for a minimum of two (2) Licensee representatives with authority to act on behalf Licensee. At least one Licensee representative shall be on-site at all times during any event,

show, production, rehearsal, workshop, fundraiser, or other similar activity occurring at the ATC conducted by Licensee (collectively, "Licensee Events").

3.4 Keys and Alarm Codes. Interior and exterior keys and alarm codes will be provided for use solely by Licensee's employees. Licensee shall be responsible for submitting a key/code request form, which shall include Licensee's contact information, a proposed four-digit code for the alarm, and Licensee's agreement to comply with the applicable terms of use. Licensee will be charged for each alarm code change and key replacement in conformance with the Fee Schedule (**Exhibit C**).

3.5 Signage. Licensee shall not place or permit to be placed any sign, plaque, decoration, lettering, advertising matter or descriptive material (collectively, "Signage") in the following locations without the City's prior written approval:

(a) the exterior of the ATC (including the roof);
(b) any exterior facing door or window;
(c) any display window space; or
(d) within five feet (5') behind the storefront of the ATC (if visible from the Common Area).

All approved Signage shall conform with the ATC Rules, as well as the general standards of design, motif, and decor from time to time established by the City for the ATC. Licensee may seek approval for Signage by providing the Manager a written proposal describing in detail the Signage proposed location(s) for such. Following the Manager's acceptance of a completed proposal, the Manager shall approve, deny or request reasonable modifications to the proposal within five (5) business days.

3.6 Licensee Property. Licensee shall provide the Manager an updated, current inventory of all of personal property of Licensee located in the ATC within thirty (30) days of the Effective Date and with all Payment Requests in conformance with Section 7.3. Licensee shall be responsible for promptly providing the Manager an updated inventory reflecting any changes in the same throughout the term of this Agreement.

3.7 Parking. The rights granted under this Agreement do not include Licensee's right to occupy any specific parking areas or spaces. Notwithstanding, the Manager may, in the City's sole discretion, grant Licensee's staff written permission to park in a defined area(s) or spaces.

3.8 Use of City Property. City may, in its sole discretion, grant Licensee permission to use City-owned personal property and equipment ("City Property") in connection with Licensee's use of the ATC pursuant to this Agreement. Licensee acknowledges that all City Property is provided in an "AS IS", "WHERE IS" condition with all faults and the City makes no representations or warranties, either express or implied, as to the condition of the City Property or the suitability or fitness of the same for any particular use.

(a) *Use by Licensee.* Licensee shall be responsible for ensuring that all persons using City Property comply with all ATC Rules and procedures (including all Manager directives) applicable to the use of such property.

(b) *Use by Others*. Licensee shall not promise or commit any City Property to any person (other than Licensee's employees) without the Manager's prior written approval. In the event Licensee is working in conjunction with an outside company as co-presenter or producer on a production, Licensee shall submit a written list of City Property

requested for the production for review and approval by the Manager at least thirty (30) days prior to Licensee committing the City Property for use in connection with the same.

(c) *No Outdoor Use*. City Property shall not be used outdoors or removed from the ATC without the prior written consent of the Manager.

3.9 Licensee Improvements. Subject to the Manager's consent, Licensee may erect or install within the Licensed Area and performance space any temporary alterations, additions, or equipment needed for any Permitted Use that does not alter the structural integrity or basic configuration of the performance space ("Licensee Improvements"). Licensee's right to install such improvements shall be subject to strict compliance with all other provisions of this Agreement regulating the use of the ATC, the ATC Rules, and all other applicable governmental laws, statutes, ordinances, codes, and regulations governing the same.

(a) *Construction of Improvements*. Licensee shall require that all contractors performing work within the ATC provide performance and payment bonds prior to commencement of construction of any improvements to the ATC, whether temporary or permanent. Each of the foregoing bonds shall be issued in a sum equal to the full amount of the construction contract and name the City and Licensee as joint obligees. All construction work shall be in conformance with the City's building code and all other applicable laws.

(b) *Removal of Licensee Improvements*. Licensee shall remove all Licensee Improvements at its sole expense upon the earlier of (i) strike for the event, (ii) thirty (30) days following the Manager's written request for removal, or (iii) the expiration or earlier termination of this Agreement (herein "Removal Period"). Licensee shall repair any damage caused by such removal and fully restore the ATC to substantially the same condition as existed prior to installation of the same, except for ordinary wear and tear and/or loss due to other casualty beyond Licensee's control. Licensee shall provide to City written notice that the Licensee Improvements have been removed in conformance with this section prior to the expiration of the Removal Period. Failure of Licensee to remove any or all Licensee Improvements prior to expiration or earlier termination of this Agreement shall be construed as a holdover. Upon expiration of the applicable Removal Period, the City may cause the Licensee Improvements to be removed and the Licensed Area fully restored at Licensee's sole cost and expense, which shall include, at a minimum, the applicable daily rental rate(s) together with all all labor costs (including ATC staff labor) + a twenty percent (20 %) overhead on all labor.

3.10 Ownership of Improvements. Unless otherwise agreed by the parties in writing, all installations, alterations, additions and improvements made in, on, or to the ATC by Licensee or the City shall be deemed to be property of the City and shall remain upon and be surrendered in good order, condition and repair, ordinary wear and tear excepted, upon expiration or termination of this Agreement. Upon request of the City, Licensee shall remove all or any portion of the improvements made by or on behalf of Licensee to the ATC prior to termination of Licensee's right to possession.

3.11 Condition and Care of Premises. Licensee shall, at its sole cost and expense, keep the Licensed Areas in a working, neat, clean, sanitary, safe condition and repair, and shall keep the Licensed Areas free from trash. Licensee shall not attach to, penetrate (e.g., drill and/or screw holes into walls, structures, etc…), paint, or construct on the roof or any structural walls or other elements of the ATC

without the prior written consent of the Manager. Licensee shall make all repairs or replacements thereon or thereto, excluding ordinary wear and tear and items for which the City has assumed maintenance under this Agreement. Further, Licensee shall ensure that all personal property within the ATC is maintained and stored in a neat and orderly manner at all times. **No personal property of Licensee may be stored, kept, or left in any area other than the 'WaterTower Space' (as depicted on Exhibit B) at any time without City's prior written consent. The foregoing includes, without limitation, any Common Area of the ATC**. ATC staff may conduct a walk-through upon strike for all Licensee Events. In the event any areas of the ATC are not fully restored to a neat, clean, sanitary, and safe condition upon strike, the Manager, or designee, may assess the applicable daily rental fee to Licensee for each appliable area upon twenty-four (24) hours written notice to restore the same.

3.12 Damages and Restoration. Licensee shall immediately notify City of any and all damages resulting from, arising out of, or caused to, the Licensed Area, Common Area, or any other portion of the ATC, to the extent caused by Licensee, or its officers, agents, employees, sublicensees, performers, entertainers, or other invitees. The foregoing shall include, without limitation, structural damages, electrical damages, damage to walls, windows, doors, flooring, or other improvements or fixtures within the ATC, and damage to City Property (defined below). The City shall have the right to (i) make such repairs as may be reasonably necessary to fully restore all such damage, in which event Licensee shall pay City the cost thereof within fifteen (15) days from the date that City provides written demand for payment, or (ii) require Licensee to make such repairs, in which case Licensee shall be solely responsible for all costs and expenses in connection with the repair of all such damages, and the repairs and/or replacements shall be completed within thirty (30) calendar days following written notice by City to Licensee, or such longer period as may be mutually agreed upon by the parties to complete the repair in a manner reasonably acceptable to City.

3.13 Audits and Records. Licensee shall have its financial statements audited on an annual basis by an independent auditing firm of certified public accountants and shall submit a copy of the auditor's report for the preceding fiscal year with its proposed annual operating budget to the City Manager. The City reserves the right to require a special audit of Licensee's books and records at any time either by the City Manager (or designee) or by an outside independent auditor at the direction of the City Council. The City shall pay all expense of the independent auditor related to any special audit. Licensee agrees to make all necessary books, records and other documents necessary to perform such audit available to the City and its representatives.

3.14 Compliance with Applicable Laws; Nuisances. Licensee shall not use the ATC in any manner that constitutes waste or nuisance, or that violates any local, state or federal statute, law, regulation, rule, or government order, including the Town of Addison Charter and Code of Ordinances. Licensee shall not engage in any conduct that would violate any certificate of occupancy applicable to the ATC or would render void or uncollectible any insurance policy then in force with respect to thereto, or that would in any way increase the premiums payable by City for fire, liability, or any other insurance coverage on the ATC or the contents of any improvements therein. Licensee agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any hazardous materials in, on, under, around or above the ATC at any time.

3.15 Disclaimer of Warranties. LICENSEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT CITY IS GRANTING LICENSEE ACCESS AND USE OF THE ATC, INCLUING THE ENTIRE PREMISES, IN 'AS IS' 'WHERE IS' CONDITION AND THAT NEITHER CITY NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF THE CITY, HAS MADE ANY, AND THE CITY EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY, OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE STATUS

OF THE TITLE OR CONDITION OF THE ATC (INCLUDING THE LICENSED AREAS, COMMON AREAS, AND ALL OTHER AREAS AND CITY PROPERTY WITHIN THE PREMISES) WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF THE CITY, THE MANAGER, OR OTHER PERSON HAS ANY AUTHORITY TO MAKE OR DELIVER ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY, OR PROMISE WHICH IS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

## Article IV
## Licensee Events

4.1 Licensee Event Schedule. On or before January 1, 2025, Licensee shall provide the Manager with a written schedule of all Licensee Events proposed to occur during the term of this Agreement (the "Licensee Schedule"). The Licensee Schedule shall, at a minimum, include all dates, times, and areas of the ATC needed for each event. Any exclusions or modifications to the Licensee Schedule shall be determined at the discretion of the Manager. The Manager shall return the final approved Licensee Schedule to Licensee no later than February 1st. The Manager may, from time to time, approve modifications to the Licensee Schedule upon written request from License.

4.2 Event Space Reservations. Licensee must reserve all necessary spaces within the ATC in advance of each Licensee Event, including, without limitation, the Main Stage, Studio Theatre, and Lobby. Licensee will further need to reserve all spaces necessary for staging purposes such as auditions. All spaces designated 'Available to Theatre Rental Groups' on **Exhibit A** are available for reservation on a "first come" basis and shall require payment of all required fees and written confirmation from the Manager.

4.3 Scheduling Other Events. The parties acknowledge that it is to their mutual benefit to promote the ATC for events and performances consistent with the purposes set forth in this Agreement. The City and Licensee therefore agree to reasonably cooperate and assist the other in scheduling events in the ATC during times when the ATC is available. Notwithstanding, the City shall, in its sole and absolute discretion, have the right to schedule any other events at the ATC, provided City has determined that such events do not unreasonably interfere with an approved Licensee Event.

4.4 Conducting Licensee Events. Licensee shall ensure that all Licensee Events are conducted in conformance with the following requirements:

(a) *Rental Fees*. All Licensee Events (whether produced or presented) will require submission of any necessary space rental fees in conformance with Article 6 of this Agreement and the Fee Schedule set forth in **Exhibit C**.

(b) *Event Staffing*. Licensee shall provide adequate staff to administer and oversee each event from start to finish, including pre-production, rehearsal, load-in and load-out, as applicable.

(c) *Box Office Operation*. The box office shall be open and manned continuously by Licensee on event days from one hour prior to each event through the intermission of the event.

(d) *Seating*. Seating operations for all events shall be in compliance with all current ADA rules and regulations, including the City's ADA policy. Further, Licensee shall ensure seating is returned to the standard/basic layout (as directed by the Manager) following strike for each event.

(e) *Concessions. Alcohol*. Licensee shall be required to staff and provide concession services for all events, including all Licensee Events, held at the ATC during the term of this Agreement. Licensee may access and use the concession areas within the ATC for food and beverage sales in connection with Licensee Events solely on the day of the event. Licensee shall not be entitled to use any concession area, equipment, or other service items belonging to the ATC at any other time without the prior written approval of the Manager.

(f) *Alcohol.* Alcoholic beverages may be served in strict conformance with the TABC rules and regulations.

(g) *Food and Beverages*. Except as provided herein, no food or beverages shall be allowed within the Main Stage and Studio Theatre spaces. The following exceptions shall apply:

(i) bottled water with a secure lid may be used anytime;
(ii) secure covered "sippy cup" designed cups may be used by patrons;
(iii) during special events such as the annual Gala fundraiser; and
(iv) in the upstairs and downstairs lobby areas for opening receptions and social gatherings.

(h) *Lobby Events*. Licensee may use the lobby areas for special events with the prior written approval of the Manager, subject to availability.

(i) *Third-Party Productions*. Productions that will be presented by Licensee but produced by a third-party require prior written approval by the Manager. For the purposes of this section, "Presented by Licensee" refers to third-party (outside) production that will occur at the ATC to which Licensee attaches its name. Prior to the Manager's approval, Licensee shall provide the Manager a copy of the proposed contract for third-party productions, including a brief description of the production.

(j) *Special Effects*. Licensee may not permit the use of pyrotechnics; suspension or aerial acts; haze, smoke or any other special effects within the ATC without prior written approval of the Manager. Licensee shall be solely responsible for ensuring all necessary licenses, certifications, insurance or other documentation City deems necessary for such effects have been obtained prior to the event. The City shall not be responsible for any costs, fees, or expenses in connection with the use of special effects for Licensee Events. Smoking or other use of any type of tobacco product is prohibited within the ATC. In the instances where smoking needs to be portrayed as part of a production, only smokeless prop, powder or water based "e-cigarettes" may be used.

(k) *Temporary Rigging*. Licensee may not allow the use of any temporary rigging (other than existing City-owned rigging within the ATC) which requires ground support or attachment to a structural component of the ATC without the prior written consent of the Manager. Licensee shall provide a detailed rigging plan and/or technical rider describing how the rigging will be used. The City may require the use of a licensed rigging installer and proof of additional insurance policies applicable to the use of the rigging prior to approval, including providing certificates of insurance in compliance with Section 8.2 of this Agreement. Licensee shall be responsible for the complete

removal and restoration of the areas where temporary rigging is used. Notwithstanding any provision of this subsection, the City's consent to Licensee's installation of any rigging shall not be deemed the City's approval of the proposed plan or intended use for any specific purpose. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING OUT OF THE INSTALLATION OR USE OF ANY RIGGING (INCLUDING CITY-OWNED RIGGING) IN CONNECTION WITH ANY LICENSEE EVENT.

(l) *Use of Roof*. No person may attach to, construct on, or penetrate the roof or any structural elements of the ATC without the prior written consent of the City.

(m) *Complaints; Nuisances*. Licensee will cooperate with City to address and, as necessary, abate any complaint or nuisance arising from an event, including noise complaints associated with the event.

(n) *Post-Event Cleaning*. Licensee shall be responsible for cleanup after each event and shall leave all areas of the ATC in a safe, orderly and clean condition upon conclusion of the event. All trash inside the Main Stage or the Studio Theatre shall be placed in the lobby. Licensee shall be responsible for ensuring all persons using the ATC clean up the space each night. Including removing trash, mopping any spills and cleaning any stains on floors seating element and seats

4.5 City Special Events. Licensee acknowledges that the City schedules and produces various special events throughout the year (herein, "City Special Events"), which shall take priority over Licensee Events and all other events held at the ATC. City will promptly notify Licensee of the dates and times of each City Special Event once scheduled. Licensee shall ensure that the Common Area is available for the City's exclusive use during City Special Events. During City Special Events the Manager may, in the City's sole discretion, grant Licensee limited use of the ATC for certain production related work such as rehearsals, builds, and technical work.

## Article V
## City Responsibilities Regarding Use of the ATC

5.1 City Authority; Approvals. The City retains general control over the ATC and final authority concerning the management of the ATC. The Manager is authorized to issue and enforce all policies, rules, and directives reasonably necessary to the management and operation of the ATC. Where the City's approval is required under this Agreement (for any reason), Licensee shall provide the Manager written notification describing the specific request and such supporting documentation as may deemed necessary by the Manager for the City to respond to the same. The City will typically provide Licensee written notice of its determination within sixty (60) days of the filing of Licensee's notice. Notwithstanding, the Manager, in their sole discretion, may waive the formal notice requirements where appropriate.

5.2 Janitorial Services. The City will provide routine janitorial service within the interior of the ATC on a regular basis, typically being four (4) times per week (generally Monday, Wednesday, Friday and Saturday). The areas to be cleaned will generally include ATC offices along the "office hallway", Rehearsal Room, Lobby, Lobby Hallway to Studio Theatre wood doors, dressing rooms, restrooms, kitchen floor and counter,. In addition, the Stone Cottage will be cleaned on Mondays and Fridays and the theatre

seats will be steam cleaned once annually. City may request Licensee provide additional porter, janitorial, and/or cleaning services at Licensee's sole cost for any and/or all events.

5.3 Additional Cleaning Services. At the Manager's sole discretion, the City may provide additional janitorial or cleaning services at the end of each performance run, which may include:

(a) sanitizing of the seating elements but no cleaning underneath the seats;
(b) vacuuming and moping of the performance space; and
(c) cleaning around any set/obstructions that may remain in the performance space.

5.4 Routine Maintenance & Repairs. Except as provided otherwise in this Agreement, the City will maintain the ATC in a commercially reasonable manner and will be generally responsible for routine maintenance and repairs to the ATC, including, routine maintenance of the buildings, exterior grounds and parking lot, HVAC equipment, and other permanent City-owned structures and improvements (but excluding Licensee Improvements). Notwithstanding the foregoing, Licensee shall be solely responsible for all maintenance or repair required as a result of an act or omission of Licensee, or its contractors, agents, representatives, invitees, and guests.

THE CITY SHALL NOT BE OBLIGATED TO PERFORM ANY MAINTENANCE OR REPAIRS REQUESTED BY LICENSEE UNLESS LICENSEE HAS NOTIFIED THE MANAGER AND SUBMITTED A COMPLETED A CITY REPAIR REQUEST FORM (the repair request form can be found at https://addisontexas.net/actc/addison-theatre-centre-repairs-request-form).

5.5 Utilities. The City will be responsible for providing water, air conditioning, heat, and electricity (the "Included Utilities") to the ATC, however, City shall not liable to Licensee for the quality, quantity, failure, availability, or disruption of the Utilities, including any claims or damages arising out of the same. If Licensee is required to cancel an event as a direct result of the City's failure to provide one or more of the foregoing Utilities in conformance herewith, Licensee may submit a written request for waiver of the Rental Fees incurred for the cancelled event. The Manager may approve or deny the waiver request in the Manager's sole discretion.

## Article VI
## License Fee

6.1. License Fee. Subject to the provisions of Article 7 relating to the waiver of the License Fee, Licensee shall owe City a license fee for the license granted herein in conformance with the Fee Schedule set forth in **Exhibit C** (the "License Fee"). The License Fee shall include the monthly fee for the use of the WaterTower Space, including rental of all City furnishings, and the monthly fee for telephone service.

6.2. Payment Terms. The License Fee shall be due and payable on or before the 15th day of each month for the immediately preceding month (i.e., the first payment for each annual term will be November 15th). Unless the parties agree otherwise, Licensee may not pay any amounts due in cash and will pay all License Fees by check or other means acceptable to City. Licensee must pay the License Fee timely and without demand, deduction, or offset, except as permitted by law or this Agreement. Time is of the essence for the payment of rent (strict compliance with rental due dates is required). If Licensee fails to timely pay any amounts due under this Agreement or if any check of Licensee is not honored by the institution on which it was drawn, City may require Licensee to pay such amount and any subsequent amounts under this Agreement in certified funds. This paragraph does not limit City from seeking other remedies under this Agreement for Licensee's failure to make timely payments with good funds. Regardless

of any notation on a check, City may apply funds received from Licensee first to any non-License Fee obligations of Licensee, including but not limited to, late charges, returned check charges, repairs, and then to the License Fee.

6.3. Adjustments to Fee Schedule. The City may, from time to time, modify the fees set forth in the Fee Schedule (**Exhibit C**) based upon market analysis or as the City deems necessary during the term of this Agreement; provided, that the City shall provide Licensee sixty (60) days written notice prior to the effective date of any such modification, except where the modification is made in connection with the extension the term or other amendment of this Agreement. In addition, the parties may, from time to time, amend the list of furnishing rented to Licensee under this Agreement. In such cases, the License Fee may be modified by mutual agreement of the parties.

## Article VII
## Funding

7.1 The Funding. Subject to the obligation of the Licensee to repay the funds pursuant to Section 7.4 herein, use of the Funding for the required Programming (defined herein), and the continued satisfaction of all the terms and conditions of this Agreement by the Licensee during the term of hereof, the City agrees to provide the Licensee with (i) incentive funding (pursuant to Section 380.001, *et. seq.* of the Texas Local Government Code) in an amount not to exceed $340,000.00, (ii) an in-kind contribution in an amount not to exceed $20,000.00 as an offset to the rental fees, and (iii) a waiver of the License Fee not to exceed $19,200.00 (the "Funding"), payable as follows:

| Funding Payments | Payment Date(s) | Amount |
|---|---|---|
| Initial payment of 50% | October 25, 2024 | $170,000.00 |
| Monthly installments of remaining 50% | December 1, 2024 – September 1, 2025 | $17,000.00 per month |
| In-kind Contribution for Rental Fees | As incurred for rental fees | Equal to the rental fees due, not to exceed $20,000.00 |
| Waiver of License Fee | Monthly, as incurred | Equal to the License Fee due, not to exceed $20,000.00 |

7.2 Funding Conditions. The obligation of the City to pay the Funding shall be conditioned upon the compliance and satisfaction by the Licensee of the terms and conditions of this Agreement and each of the following conditions contained in this Section 7.2. The following conditions shall remain in effect throughout the entire term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date:

(a) *Use of Funding for Programing*. Licensee shall, prior to the Expiration Date, produce and complete the programming described in **Exhibit B**, attached hereto (the "Programming"). The Funding may be used to offset the amount spent by Licensee for day-to-day operations, supplies, salaries, and administrative costs, provided such costs are necessary to administer, produce, and/or complete the Programming.

(b) *Use of In-Kind Funding.* The in-kind funding contribution shall be in the form of a credit to the rental fees incurred by Licensee for the Programming, which will be assessed in conformance with fee schedule attached as **Exhibit C**. The credit will be applied as the

rental fees are incurred by Licensee and any remaining balance on the Expiration Date shall be retained by City.

(c) *Financial Reports*. On or before November 1, 2024, the Licensee shall submit to City a budget showing the planned use of the funding for the City's review and approval. Licensee shall further submit a monthly financial report, using a City approved form, with each successive Payment Request (as defined in Section 7.4), detailing how the expenditures made by Licensee from the Funding were for expenses related to the Programming. Upon request by the City, Licensee shall make any and/or all its financial records available for inspection and review by the City or its designated representative(s).

(d) *Permitted Use of the ATC*. The ATC shall not be used for any purpose other than the Permitted Use and Licensee's occupancy and use of the ATC shall be in strict conformance with the terms of this Agreement.

(e) *Promotion of City in Marketing Materials*. City, through its official logo(s), shall be prominently recognized as a supporter of the Licensee in all marketing materials produced or published by the Licensee during the term hereof (including all print and digital marketing materials regardless of platform). The Licensee shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Licensee shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Licensee a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork, and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Licensee shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

(f) *Board of Directors*. Within one hundred and twenty (120) days of the Effective Date of this Agreement Licensee shall confirm in writing to City that its board of directors has increased by at least five (5) voting members and 30% of the board's active voting members are either (i) current residents of the Town of Addison, and/or (ii) authorized local representatives of businesses whose principal place of business is located with the Town of Addison.

(g) *Board Liaison*. Within thirty (30) days of the Effective Date of this Agreement Licensee's board shall confirm the appointment of an individual selected by City to serve as City's liaison to the board, who shall be appointed as a non-voting member of the board.

(h) *Good Standing*. Licensee shall not have an uncured breach or default of this Agreement during the term hereof.

7.3 Payment Request. Licensee shall, as a condition precedent to City's payment of each Funding installment, provide the City with a completed Payment Request. For this Agreement, "Payment Request" shall mean a written request from Licensee to the City for payment of the installment payment accompanied by copies of a monthly financial report, updated inventory of personal property, and such other information, as may reasonably be requested by the City, reflecting the actual costs incurred and expenditures paid by Licensee for the Programming as of the date of the applicable Payment Request.

7.4 Repayment. In the event the Agreement is terminated by the City pursuant to Section 8.2

(c), (d), (e), and (f) the Licensee shall immediately repay to the City an amount equal to the Funding previously paid by the City to the Licensee, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by the City) as its prime or base commercial lending rate, which shall accrue from the date the Funding was initially paid to Licensee.

7.5 Right of Offset. The City may, at its sole option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Licensee, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement (as defined in Section 8.2(e)) or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

7.6 Source of Funding. The shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City concerning the e deemed to create any debt within the meaning of any constitutional or statutory provision. The shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Licensee. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

7.7 No Conflicts. No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Licensee shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof. For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

## Article VIII
## Default; Termination

8.1 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 (excluding Licensee's obligation to pay the License Fee) and said breach is not cured within thirty (30) 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 sixtieth ($60^{th}$) day following the non-breaching party's notice of default.

8.2 Termination. This Agreement shall terminate upon any one of the following:

(a) upon expiration of this Agreement;
(b) by written agreement of the parties;
(c) upon ten (10) days written notice by the City, if Licensee fails to timely pay any portion of the License Fee in conformance with this Agreement;
(d) upon written notice by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not timely cured in conformance with Section 8.1, above;

(e) upon written notice by City in the event Licensee breaches any of terms or conditions of a Related Agreement and such breach is not timely cured in conformance the terms of such agreement (for purposes of this Agreement, "Related Agreement" means all current (unexpired) written agreements between Licensee and the City, including, without limitation, all rental agreements and public sponsorship, incentives and/or grants related to Licensee's operations);

(f) upon written notice by the City, if Licensee (i) becomes insolvent or generally not able pay its debts as such debts become due; (ii) makes a general assignment of all, or a substantial portion of, its assets for the benefit of creditors; (iii) institutes or has instituted against it any proceeding for the liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (iv) the entry of an order for the appointment of a receiver, trustee or other similar official for it or for any substantial part of its assets, and in each such case the proceeding is not terminated, stayed or set aside within a period of sixty (60) days after it is instituted; or

(g) upon written notice by either party, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

8.3 Removal of Property Upon Termination. City reserves the right and Licensee does hereby agree that City may store, dispose of, or remove any property of Licensee left in the ATC after the termination of this Agreement at Licensee's risk and expense. Licensee shall be liable for all costs and expenses incurred by City in such disposition, including reasonable charges for storage.

8.4 Restoration of Licensed Area. Within thirty (30) days following the expiration or earlier termination of this Agreement, Licensee shall restore the Licensed Area to substantially the same the condition in which the Licensed Areas existed on the Effective Date of this Agreement, ordinary wear and tear and loss due to other casualty beyond Licensee's control excepted.

8.5 Holdover. If Licensee continues to possess or occupy any portion of the ATC following the expiration of the term, and this Agreement has not been extended or superseded, this Agreement (a) shall be deemed to be a holdover tenancy from month to month but shall not itself constitute a renewal or extension of the term, (b) shall continue from month to month under the terms and conditions set forth herein, and (c) may be terminated by either party upon at least thirty (30) days written notice to the other party. All the terms and covenants of this Agreement apply to all holdover periods.

8.6 Force Majeure. No party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement (excluding Licensee's obligation to pay the License Fee) due to causes beyond the party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control (each an event of "Force Majeure"). The party asserting Force Majeure 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 has the burden of demonstrating (i) how and why their performance was so prevented, (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used reasonable efforts to mitigate

and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

## Article IX
## Insurance

9.1 Insurance Coverage. Licensee shall, during the Term of this Agreement, obtain and maintain insurance coverage required by City, and as set forth below:

(a) commercial general liability insurance with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate;
(b) workers' compensation insurance at statutory limits;
(c) Comprehensive Automobile and Truck Liability Insurance covering owned, hired and non-owned vehicles, with minimum limits of $1,000,000, each occurrence, for bodily injury, death, and property damage, such insurance to include coverage for loading and unloading hazards; and
(d) Other such polices and limits as the City may reasonably required during the term of this Agreement.

9.2 Insurance Requirements. All insurance and certificate(s) of insurance required under this article shall be endorsed to contain the following provisions: (i) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (ii) provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance; (iii) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; (iv) coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by the other party. Licensee shall provide written notice to the City of any material change of, or to, the insurance required herein. All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service. Licensee shall submit to the other certificate(s) of insurance evidencing insurance coverage required by this article together with copies of all endorsements, additional insured endorsements, and waiver of subrogation endorsements. City reserves the right, throughout the term of this Agreement, to maintain at City's sole expenses, one or more insurance policies related to the ATC, including general liability insurance for bodily injury, death or property damage, insuring City against all claims, demands, or actions relating to the ATC.

## Article X
## Assumption of Liability; Indemnity

10.1 Assumption of Liability. LICENSEE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM (I) THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER, OR (II) THE OCCUPATION AND USE OF THE ATC PURSUANT TO THIS AGREEMENT, BY LICENSEE OR BY ANY OF ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, VOLUNTEERS, CUSTOMERS, AND CONCESSIONAIRES (IN THE CAPACITY AS OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT,

CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR LICENSEE), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

10.2 Indemnity. 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 LICENSEE PURSUANT TO THIS AGREEMENT. LICENSEE 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. LICENSEE 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 LICENSEE, 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 LICENSEE 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).

10.3 Intellectual Property Indemnity. LICENSEE WARRANTS AND GUARANTEES THAT IN CONNECTION WITH LICENSEE'S EVENTS HELD AT THE ATC, NEITHER THE LICENSEE NOR LICENSEE PERSON WILL INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, COPYRIGHT, PATENT, MASK, AND TRADEMARK) OF THIRD PARTIES. LICENSEE COVENANTS, FOR ITSELF AND ALL LICENSEE PERSONS, TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY INDEMNITEES (DEFINED ABOVE), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES, FINES, PENALTIES, COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES), CHARGES, LIABILITY OR EXPOSURE FOR INFRINGEMENT OF OR ON ACCOUNT OF ANY TRADEMARK, COPYRIGHT, PATENTED OR UNPATENTED INVENTION, PROCESS, ARTICLE, LITERARY OR ARTISTIC WORK ARISING FROM LICENSEE'S USE OR OCCUPANCY OF THE ATC IN CONNECTION WITH THE AGREEMENT, INCLUDING ALL LICENSEE EVENTS, PROGRAMS, AND/OR PERFORMANCES.

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

10.5 No Waiver of Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the City does not waive, nor shall be deemed hereby to have waived any immunity or

defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

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

## Article X
## Claim Resolution Procedures

Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Licensee agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by Licensee to the City within ninety (90) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to Licensee not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of Licensee, Licensee shall give notice to that effect to the City whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

## Article XI
## Miscellaneous Provisions

11.1 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) (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) e-mail of a PDF document containing the 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 that 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. For purposes of notification, the addresses of the parties shall be as follows:

11.2 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

11.3 Venue and Governing Law. This Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Venue for any suit between the parties arising from or related to this Agreement shall be in state district courts of Dallas County, Texas.

11.4 Severability. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

11.5 Amendments. This Agreement may only by amended by a written instrument signed by authorized representatives of both parties.

11.6 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

11.7 Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

11.8 Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel, on the matters contained herein.

11.9 Drafting Provisions. This Agreement shall be deemed to have been drafted equally by all parties. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

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

11.11 No Grant of Real Property Interest. The parties hereto understand and agree that this Agreement does grant or convey, and is not intended to grant or convey, an interest in real property. This Agreement shall not be filed by either party in the real property records of Dallas County and nothing in this Agreement shall be construed as a covenant running with the real property upon which the ATC is located.

11.12 Non-Discrimination. During the term of this agreement, Licensee shall not discriminate against any employee or applicant for employment because of race, age, color, sex, religion, ancestry, national origin, place of birth, or handicap.

11.13 Licensee Verifications. Licensee's execution of this Agreement shall serve as its formal acknowledgment and written verification that:

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

(b) pursuant to Texas Government Code Chapter 2270, that Licensee'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 Licensee's organization does not currently 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.

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

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

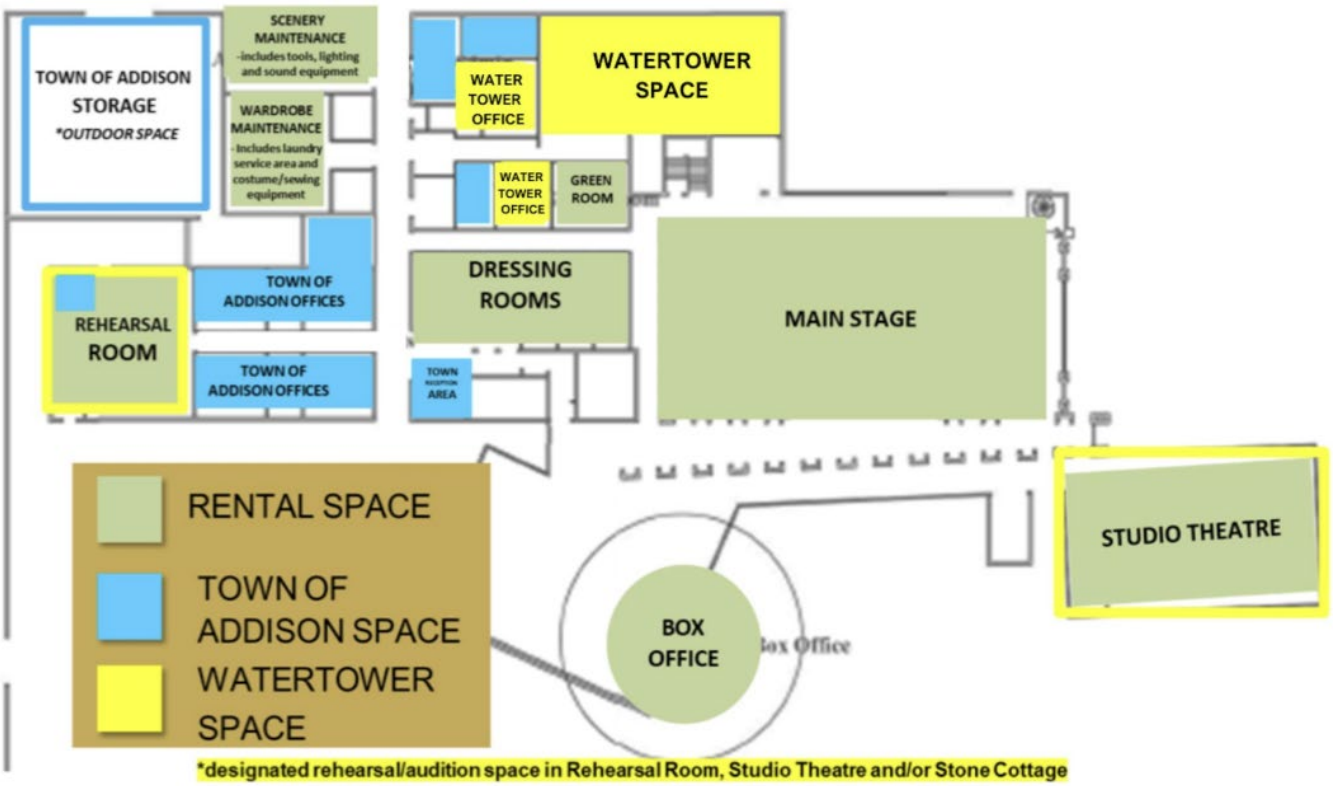
| TOWN OF ADDISON, TEXAS | WATERTOWER THEATRE, INC. |
|---|---|
| By:_____<br>David Gaines<br>City Manager | By:_____ |
| Date: _____ | Date: _____ |
| Notice Address: | Notice Address: |
| Town of Addison<br>Attn: City Manager<br>P.O. Box 9010<br>Addison, Texas 75001<br>E: dgaines@addisontx.gov | WaterTower Theatre, Inc.<br>Attn: Shane Peterman<br>15650 Addison Road<br>Addison, TX 75001<br>E: _____ |

List of Exhibits
(attached)

| | |
|---|---|
| Exhibit A | Description of the ATC |
| Exhibit B | The Programming |
| Exhibit C | Fee Schedule |
| Exhibit D | Licensee Summary |

# Exhibit A

## DESCRIPTION OF THE ATC




**NOTES**

1. Licensee will be entitled to use such areas of the WaterTower Space (depicted in yellow above) as may be authorized by City in writing in its sole discretion during the term of this Agreement. The City reserves the right to modify Licensee's access to the foregoing space from time to time, provided, the City will endeavor to provide access to such administrative space as is reasonably necessary for Licensee to conduct its operations in the manner contemplated in this Agreement.
2. Licensee must reserve all necessary spaces within the ATC in advance of each Licensee Event, including, without limitation, the Main Stage, Studio Theatre, and Lobby. Licensee will further need to reserve all spaces necessary for staging purposes such as auditions.
3. All spaces designated 'Available to Theatre Rental Groups' above are available for reservation on a "first come" basis and shall require payment of all required fees and written confirmation from the Manager.
4. The City shall have the right to schedule any other events at the ATC that do not unreasonably interfere with an approved Licensee Event.

# Exhibit B

## THE PROGRAMMING

### WTT Programming at the ATC for 2024-2025

Licensee shall administer, host, and complete the following programming at the ATC during the Term of this Agreement (collectively, the "Programming"):

1. Main Stage Season of:
    a. 3 shows ;
    b. 1 concert series
    c. 48 performances total

2. Quarterly WaterTower Pipeline events in partnership with local Addison restaurants; and

3. Exclusive discounts on WTT tickets for Addison Residents.

**City Special Events**

City hosts various special events throughout the year that take priority over all other events held at the ATC. City will promptly notify Licensee of the dates and times of each special event. Licensee shall ensure that all common areas are available for the City's exclusive use during the City's special events. As of the Effective Date the following special events are scheduled:

1. *Addison Holiday in the Park* takes place on **12/1/24** in Addison Circle Park. (City may occupy and use balcony and lobby areas, expect large amounts of vehicles in the parking lot and surrounding streets on this day)
2. *Taste Addison* takes place on **5/2/25 – 5/4/25***
3. *Addison Kaboom Town!* takes place on **7/3/25***
4. *Addison Oktoberfest* takes place on **9/18/25** – **9/21/25***

***During these events City will occupy and use the entire ATC to support the events. Setup and teardown for each will begin one (1) week prior and conclude one (1) week after each event.*

# Exhibit C

## ATC MASTER FEE SCHEDULE

October 1, 2024 – September 30, 2025

### LICENSE FEES

(Waived per Section 7.1)

| DESCRIPTION | MONTHLY FEE |
|---|---|
| License Fee<br>Office 115<br>Office 118<br>Stage Shop (shared use) | $1,200.00 |
| Telephone Service Fee | $400.00 |
| Total Monthly License Fees | $1,600.00 |

### ATC SPACE RENTAL FEES

| DESCRIPTION | USE* | DAILY FEE |
|---|---|---|
| Main Stage | Performance | $300.00 |
| | Production | $200.00 |
| | Dark Days | $100.00 |
| Studio Theatre | Performance | $150.00 |
| | Production | $100.00 |
| | Dark Days | $50.00 |
| Stone Cottage | Any | $100.00 |
| Rehearsal Room | Any | $200.00 |

**Definitions:*

*Performance Day* includes any time an audience is in attendance or filming occurs, including preview and invited dress
*Production Day* means any day that includes build, tech, rehearsal, strike, reconfigure space, education, or any other use
*Dark Day* means any day the space is occupied by Licensee's scenery/equipment or cannot be rented due to Licensee's use or storage of personal property in the space

### MISCELLANEOUS

| | |
|---|---|
| Alarm Code Change (1 free) | $15.00 *per incident* |
| Key Replacement | $50.00 *per key* |

**NOTES**

1. The License Fees are effective for the current season and subject to increase each subsequent season
2. The Rental Fees are subject to change upon prior notice by City in conformance with Article VI of the License Agreement.

# Exhibit D

## LICENSE TERMS SUMMARY
FY2024 – 2025

**REPRESENTATIVES**

| For Licensee: | | For City: |
|---|---|---|
| _____ | _____ | Addison Theatre Centre |
| _____ | _____ | Supervisor |
| _____ | _____ | Attn: Jack Piland |
| | | P: 972-450-6222 |
| | | E: jpiland@addisontx.gov |

**KEY PROVISIONS SUMMARY**

| | |
|---|---|
| Effective Date: | October 1, 2024 |
| Expiration Date: | September 30, 2025 |
| Renewal Term: | None |
| License Fee | $1,600 per month [Section 6.1 + Exhibit C] |
| Payment Terms: | The License Fee shall be due and payable on or before the 15th day of each month for the immediately preceding month [Section 6.2] |
| Permitted Use: | Licensee's administrative operations; conducting Licensee Events; sponsoring or hosting educational programs and workshops; hosting fundraising events; any other use with the prior written approval of the Manager [per Article III] |
| Key Licensee Obligations: | • Licensee shall provide the Manager a written schedule of all Licensee Events [Section 4.1]<br>• Licensee shall provide the Manager an updated inventory of all of personal property of Licensee located in the ATC [Section 3.6]<br>• Licensee shall be responsible for timely removing all Licensee Improvements [Section 3.9]<br>• Licensee shall be responsible for all damage [Section 3.12]<br>• Licensee shall have its financial statements audited and submit to the City Manager [Section 3.13]<br>• Licensee will prominently acknowledge the City for its support of Licensee in all appropriate printed materials [Section 3.2]<br>• Licensee shall restore the ATC to a neat, clean, sanitary, and safe condition upon strike or may be assessed a daily rental fee [Section 3.11]<br>• Licensee shall immediately notify City of any and all damages [Section 3.12]<br>• Licensee must obtain City consent for rigging [Section 4.4]<br>• Licensee shall use the Funding funding for the Programming [Section 7.2]<br>• Licensee shall provide City monthly financial reports with each Funding Payment Request [Sections 7.2(b) & 7.3]<br>• Licensee shall increase their board by 5 voting members and have a minimum 30% resident/business members on the board within 120 days from the Effective Date [Section 7.2(e)]<br>• Licensee shall appoint City's designated board liaison [Section 7.2(f)] |
| Key City Obligations: | • City will provide routine janitorial service within the interior of the ATC on a regular basis, typically x4 per week [Section 5.2]<br>• City will provide water, electric and HVAC [Section 5.4] |
| Improvements: | Allowed solely in conformance with [Section 3.9] |
| Signage: | City approval required for signage [Section 3.5] |
| Reserved Parking: | None [Section 3.7] |
| City Approvals: | Where the City's approval is required for any reason, Licensee shall provide written request to the Manager [Section 5.1] |
| Maintenance Requests: | Must be submitted to City via online request form |

**City Council (FY24)** **4. p.**

**Meeting Date:** 10/22/2024

**Department:** Special Events

**Key Focus Areas:** Vibrant and Active Community

## AGENDA CAPTION:

Consider action on a Resolution approving a Partner Agreement between the Town of Addison and Outcry Theatre and authorizing the City Manager to execute the Funding Agreement in an amount not to exceed $5,000.

## BACKGROUND:

In an effort to increase activity at the Addison Theatre Centre, Town staff has modified the funding process for all arts groups who are interested in funding for their organization that directly enhances the Town. Town staff will use FY25 as a transition year and provide funding to previous users of the Addison Theatre Centre. This ensures that art organizations receiving funds have been vetted through the non-profit grant funding process to be in good standing with both the IRS and Texas Secretary of State. To clearly reflect the impact of the funding to Addison and non-Addison residents, Quarterly Reports are required by all art organizations through the end of the Town's Fiscal Year. The Quarterly Reports contain the organization's goals, objectives and performance measures as identified in the License Uses section of the agreement. Financial statements may or may not be required, but Town staff can request them at any time.

Outcry Theatre submitted a request to the Town in the amount of $10,000 for Fiscal Year 2025. During the Council Budget Work Session on August 6, 2024, Council discussed funding allocations for multiple non-profits included in the Fiscal Year 2025 budget. During the discussion about Outcry Theatre, Council directed staff to grant Outcry Theatre $5,000. The Town has reviewed and evaluated the request and determined that the arts organization's request outlined in the application is for a public purpose that directly enhances the Town of Addison.

The Outcry Theatre funding agreement is included as an attachment to this agenda item.

## RECOMMENDATION:

Administration recommends approval.

**Attachments**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INCENTIVE AGREEMENT BETWEEN THE TOWN OF ADDISON AND OUTCRY THEATRE IN AN AMOUNT NOT TO EXCEED $5,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide incentive funding to various non-profit organizations that provide public programs directly benefiting the Town's citizens; and

**WHEREAS**, the City Council has authorized the use of public incentives for funding non-profit organizations actively engaged in promoting the arts within the Town; and

**WHEREAS**, the City Council has appropriated funding for the foregoing public incentives in its 2024-2025 budget; and

**WHEREAS**, the City Council has determined that Outcry Theatre is a qualifying non-profit organization actively engaged in promoting the arts within the Town for the benefit of the public; and

**WHEREAS**, the City Council desires to enter into the attached agreement setting forth the terms and conditions regarding Outcry Theatre's use of the incentive funding during the 2024-2025 fiscal year.

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

**SECTION 1**. The Agreement for Funding between the Town and the Outcry Theatre in an amount not to exceed $5,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said 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 ***22nd*** day of ***OCTOBER 2024*.**

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

**APPROVED AS TO FORM:**

_____
Whitt Wyatt, City Attorney

# EXHIBIT A

**STATE OF TEXAS** §
§ **AGREEMENT FOR INCENTIVE FUNDING**
**COUNTY OF DALLAS** §

This Agreement for Incentive Funding ("Agreement") is made and entered into as of October 1, 2024 by and between the Town of Addison, Texas (the "City") and Outcry Theatre (the "Organization").

**WITNESSETH:**

**WHEREAS,** the Town of Addison, Texas ("Town") has established programs that provide incentive funding to various non-profit organizations that provide public programs directly benefiting the Town's citizens; and

**WHEREAS**, the Town has authorized the use of public incentives for funding non-profit organizations actively engaged in promoting the arts within the Town; and

**WHEREAS**, the Town has determined that Outcry Theatre is a qualifying non-profit organization actively engaged in promoting the arts within the Town for the benefit of the public; and

**WHEREAS**, the Town desires to enter into this Agreement setting forth the terms and conditions regarding Outcry Theatre's use of the incentive funding during the 2024-2025 fiscal year.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas, and the Organization do hereby agree as follows:

## I. TERM

The term of this Agreement shall be for a period of one year from October 1, 2024, through September, 30 2025, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

## II. FUNDING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of incentive funding received by the City (collectively, the "Program"):

(a) The Organization shall produce a minimum of 4 productions at the ATC for the 2024-25 season;
(b) The Organization shall promote the City in its marketing materials in conformance with Section VIII(c) of this Agreement; and
(c) The Organization shall provide all financial reports required by this Agreement (see below).

The Organization shall submit detailed quarterly financial reports for the Program plus a final annual report detailing how the expenditures made by the Organization from the Funding were for expenses related to the Program. The quarterly financial reports shall be submitted on or before the following dates:

January 30, 2025
April 30, 2025
July 30, 2025
October 30, 2025 (also the date for the annual report)

Upon request by the City, the Organization shall make any and/or all its financial records available for inspection and review by the City or its designated representative(s).

## III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($5,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on April 1, 2025. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

## IV. RESPONSIBILITY; INDEMNIFICATION

**(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE**

**PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.**

**(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

**THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO**

**PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.**

**THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

## V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration, or value for or based upon the Program performed under or pursuant to this Agreement.

## VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

## VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries, and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets, and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and a balance sheet in accordance with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

## VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork, and other symbols and

devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

## IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of an independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant, or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

## X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties, or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

## XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates a joint enterprise.

## XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

## XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without

limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

## XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

## XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

## XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Becca Johnson-Spinos
Outcry Theatre, Inc.
1915 N. Central Expy., #120
Plano, Texas 75075

Email Address for Financial Reports:
ivillalta@addisontx.gov

## XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

## XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

## XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

## XXI. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

## XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

| **TOWN OF ADDISON, TEXAS** | **OUTCRY THEATRE** |
|---|---|
| By:_____ | By:_____ |
| David Gaines | Ms. Becca Johnson-Spinos |
| City Manager | Artistic Director |
| Date:_____ | Date:_____ |

**City Council (FY24)** **4. q.**

**Meeting Date:** 10/22/2024
**Department:** City Manager
**Key Focus Areas:** Public Safety

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**AGENDA CAPTION:**

Consider Action on Ordinances to reappoint Larry Dwight as Presiding Municipal Judge to the Addison Municipal Court of Record #1, reappoint Cass Callaway, and appoint Stephen Feil as Alternate Municipal Judges to the Addison Municipal Court of Record #1 and authorize the City Manager to execute the agreements.

**BACKGROUND:**

The Presiding Municipal Judge and the Alternate Municipal Judges are appointed to two-year terms with the current terms expiring on December 31, 2024.

Judge Larry Dwight has served as a Municipal Court Judge for the past thirty-eight years, specifically serving as a Presiding Judge for the last 18 terms. Judges Cass Callaway and Buck Johnson have served as the Alternate Municipal Court Judges for the term ending December 31, 2024. On June 20, 2024, Addison Municipal Court No. 1 Alternate Judge Buck Johnson notified Presiding Judge Larry Dwight of his intent to not seek reappointment as Alternate Judge and to resign his position effective December 31, 2024. Stephen Feil and Cass Callaway will be appointed as Alternate Municipal Court Judges with an initial term beginning January 1, 2025 and continuing through December 31, 2026.

The judges will complete their evaluation by the City Council during an executive session at the October 22, 2024, Council Meeting. If approved, the judges will be appointed for a new term from January 1, 2025, through December 31, 2026.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Ordinance - Judge Appointment (L. Dwight)
Ordinance - Judge Appointment (C. Callaway)
Ordinance - Resignation (G. Johnson) + Appointment (S. Feil)

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**ORDINANCE NO. O24-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS RE-APPOINTING LARRY DWIGHT AS PRESIDING JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING AN AGREEMENT WITH LARRY DWIGHT TO PERFORM SERVICES AS A PRESIDING JUDGE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the Town of Addison has determined that Larry Dwight should be re-appointed as Presiding Judge of Addison Municipal Court of Record No. 1; and

**WHEREAS,** the City Council desires to renew the professional services agreement with Larry Dwight to perform services as Presiding Judge of Addison Municipal Court of Record No. 1.

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

**SECTION 1**. The City Council hereby re-appoints Larry Dwight as Presiding Judge of Addison Municipal Court of Record No. 1 to serve for a two-year term, which term shall begin on January 1, 2025, and shall end on December 31, 2026.

**SECTION 2**. The professional services agreement between the Town and Larry Dwight for Presiding Judge of the Addison Municipal Court of Record No. 1, a true and correct copy of which is attached hereto as **Exhibit A**, is hereby approved. The City Manager or his designee is authorized to execute the Agreement.

**SECTION 3**. This Ordinance shall become effective from and after its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas on this ***22nd*** day of ***OCTOBER*** *2024*.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT**
**PRESIDING MUNICIPAL COURT JUDGE**

This Municipal Court Judge Agreement ("Agreement") is made by and between the Town of Addison, Texas ("City"), and Larry Dwight ("Judge"), (each a "party" and collectively the "parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS,** the Town of Addison Municipal Court of Record No. 1 (the "Court") is a municipal court of record operated by the City pursuant to pursuant to Chapter 30 of the Texas Government Code; and

**WHEREAS,** the City desires to engage and appoint Judge to serve as the presiding municipal judge for the Court pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the parties agree and bind themselves to the obligations and performance of the tasks as follows:

## Article I
## Purpose

The purpose of this Agreement is for the City to contract for municipal court judge services to be performed in accordance with the terms and conditions of this Agreement.

## Article II
## Term

The term of this Agreement shall be effective on January 1, 2025 ("Effective Date") and expire on December 31, 2026 (the "Term"). Notwithstanding the foregoing, the Term of this Agreement may be extended by mutual written agreement of the parties.

## Article III
## Municipal Court Judge Services

3.1 Authority; Services. Judge shall have all authority vested under law and shall undertake Judge's duties fairly, impartially and independently. Judge shall, in a timely and responsive manner, perform all services set forth herein and as required of municipal court judges in accordance with the City Charter, the adopted policies and procedures of the municipal court, and the laws applicable to municipal judges of courts in the State of Texas, as the foregoing may be amended ("Services"). The Services shall include, without limitation, the following:

(a) Preside over municipal court proceedings;
(b) Promptly handle adult and juvenile arraignments;
(d) Execute arrest warrants;

(e) Execute court warrants;
(f) Coordinate court activities with the Presiding Judge, municipal court administrator, prosecutor(s), city attorney(s), and other departments of the City as necessary;
(g) Perform such other duties as assigned by the City Council that may be commensurate with the position of municipal court judge; and
(h) Perform all other administrative duties of a municipal court judge as may be provided by ordinance, resolution of the City Council, or applicable state law.

3.2 Duties; Coordination;. Judge, shall be responsible for all duties customarily performed by magistrates of municipal courts of record in Texas. Judge agrees to coordinate with the alternate judges, as necessary to ensure one or more judges are available at all times during the term of this Agreement (on a 24/7 basis) to handle all warrants, bonds, emergency orders, prisoner transfers requests, and similar matters.

3.3 Scheduling of Dockets. The Judge shall be responsible for administering court dockets and proceedings in coordination with the other judges and municipal court administrator to facilitate optimal court efficiency in support of the City's customer service values.

3.4 Alternate Judge(s). The City may engage the services of one or more alternate municipal judges during the term hereof, subject to all terms and conditions established by the City, at its sole discretion.

3.5 Qualifications; Trainings. Judge must be an attorney licensed by the Texas Supreme Court and must remain in good standing with the State Bar of Texas at all times during the term of this Agreement. Judge shall further adhere to the Texas Code of Judicial Conduct and all other constitutional and statutory requirements of Judge's appointed office.

## Article IV
## Compensation

4.1 Compensation. Judge shall be compensated for the Services in the amount of $10,281.55 per month, paid at the same time as the City's regular full-time employees in the amount of $4,745.33 per bi-weekly pay period) during the Term of this Agreement (subject to applicable deductions). Unless otherwise agreed by the parties in writing, Judge shall not be entitled to any other compensation under this Agreement.

4.2 Independent Contractor. It is understood and agreed by and between the parties that in performing the Services under this Agreement, Judge is acting independently, and that the City assume no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an employee of Town of Addison. Judge 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.

## Article V
## Termination

5.1 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice. Judge shall be compensated for all Services up to the time of termination. If Judge has any property or documents in its possession belonging to the City, Judge will account for and dispose of the same in the manner requested.

5.2 Termination for Default [Breach or Cause]. If Judge fails to perform in the manner called for in this Agreement, or if Judge fails to comply with any other provisions of this Agreement, the City may terminate this Agreement for default. Termination shall be given by serving a notice of termination on Judge setting forth the default and stating the date of termination. Upon termination under this Section 5.2, Judge shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Removal from Office. Notwithstanding any other provisions of this Agreement, the parties acknowledge that Judge may be removed from office only as provided by law. The removal of Judge by either City, regardless of reason, shall be mutually effective to terminate this Agreement.

5.4 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Judge of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

## Article VI
## Miscellaneous

6.1 Entire Agreement. 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.

6.2 Assignment of Agreement. Judge may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from the City.

6.3 Notice. Any notice or document required to be delivered or given hereunder in writing shall be delivered or given (i) in person, (ii) by United States mail, postage prepaid, registered or certified mail, return receipt requested, (iii) by UPS, FedEx or other nationally recognized carrier to be delivered on the next business day, or (iv) by email of a PDF copy of the same. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (a) when received if delivered or given in person, (b) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (c) on the next business day after the day the notice or document is provided to UPS, FedEx or other nationally recognized carrier to be delivered as set forth above, or (d) 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. Addresses for the delivery or giving of any such notice or documents are as set forth on the signature page to this Agreement.

6.4 Conflict of Interest. Judge covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Judge shall immediately and fully disclose the nature and extent of the conflict to the respective party and resolve the conflict to party's satisfaction.

6.5 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.6 Applicable Law and Venue. 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 court.

6.7 Amendments. This Agreement may be amended only upon written Agreement signed by the parties.

6.8 Severability/Interpretation. 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.

6.9 Compliance with Laws. Judge shall fully comply with all federal, state and local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended.

[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 City:

TOWN OF ADDISON, TEXAS

By:_____
David Gaines
City Manager

Date: _____

Notice Address:

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

For Judge:

LARRY DWIGHT

By:_____
Larry Dwight
Presiding Judge

Date: _____

Notice Address:

Honorable Larry Dwight
4799 Airport Parkway
Addison, Texas
E: ldwight@addisontx.gov

**ORDINANCE NO. O24-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS RE-APPOINTING CASS ROBERT CALLAWAY AS ALTERNATE MUNICIPAL JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING AN AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH CASS ROBERT CALLAWAY TO PERFORM SERVICES AS THE ALTERNATE MUNICIPAL JUDGE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the Town of Addison ("Town") desires to re-appoint Cass Robert Callaway as an Alternate Municipal Judge of Addison Municipal Court of Record No. 1 ("Court"); and

**WHEREAS,** the City Council hereby authorizes the City Manager to execute renewed professional services agreement with Cass Robert Callaway to continue to serve as an Alternate Municipal Judge of the Court for a two (2) year term beginning on January 1, 2025 and ending on December 31, 2026.

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

**SECTION 1**. The City Council hereby re-appoints Cass Robert Callaway as an Alternate Municipal Judge of Addison Municipal Court of Record No. 1 to serve for a two (2) year term, which term shall begin on January 1, 2025, and shall expire on December 31, 2026.

**SECTION 2**. The professional services agreement by and between the Town and Cass Robert Callaway for Alternate Municipal Judge services, a true and correct copy of which is attached hereto as **Exhibit A**, is hereby approved. The City Manager or the City Manager's designee is authorized to execute the Agreement on behalf of the Town.

**SECTION 3**. This ordinance shall become effective from and after its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas on this ***22nd*** day of ***OCTOBER*** *2024*.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

# EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT**
**ALTERNATE MUNICIPAL COURT JUDGE**

This Municipal Court Judge Agreement ("Agreement") is made by and between the Town of Addison, Texas ("City"), and Cass Robert Callaway ("Judge"), (each a "party" and collectively the "parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS,** the Town of Addison Municipal Court of Record No. 1 (the "Court") is a municipal court of record operated by the City pursuant to pursuant to Chapter 30 of the Texas Government Code; and

**WHEREAS,** the City desires to engage and appoint Judge to serve as an alternate municipal judge for the Court pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the parties agree and bind themselves to the obligations and performance of the tasks as follows:

## Article I
## Purpose

The purpose of this Agreement is for the City to contract for municipal court judge services to be performed in accordance with the terms and conditions of this Agreement.

## Article II
## Term

The term of this Agreement shall be effective on January 1, 2025 ("Effective Date") and expire on December 31, 2026 (the "Term"). Notwithstanding the foregoing, the Term of this Agreement may be extended by mutual written agreement of the parties.

## Article III
## Municipal Court Judge Services

3.1 Authority; Services. Judge shall have all authority vested under law and shall undertake Judge's duties fairly, impartially and independently. Judge shall, in a timely and responsive manner, perform all services set forth herein and as required of municipal court judges in accordance with the City Charter, the adopted policies and procedures of the municipal court, and the laws applicable to municipal judges of courts in the State of Texas, as the foregoing may be amended ("Services"). The Services shall include, without limitation, the following:

(a) Preside over municipal court proceedings;
(b) Promptly handle adult and juvenile arraignments;
(d) Execute arrest warrants;

(e) Execute court warrants;
(f) Coordinate court activities with the Presiding Judge, municipal court administrator, prosecutor(s), city attorney(s), and other departments of the City as necessary;
(g) Perform such other duties as assigned by the City Council that may be commensurate with the position of municipal court judge; and
(h) Perform all other administrative duties of a municipal court judge as may be provided by ordinance, resolution of the City Council, or applicable state law.

3.2 Duties; Coordination;. Judge, shall be responsible for all duties customarily performed by magistrates of municipal courts of record in Texas. Judge agrees to coordinate with the Presiding Judge and other alternate judges, as necessary to ensure one or more judges are available at all times during the term of this Agreement (on a 24/7 basis) to handle all warrants, bonds, emergency orders, prisoner transfers requests, and similar matters.

3.3 Scheduling of Dockets. The Judge shall be responsible for administering court dockets and proceedings in coordination with the other judges and municipal court administrator to facilitate optimal court efficiency in support of the City's customer service values.

3.4 Alternate Judge(s). The City may engage the services of one or more alternate municipal judges during the term hereof, subject to all terms and conditions established by the City, at its sole discretion.

3.5 Qualifications; Trainings. Judge must be an attorney licensed by the Texas Supreme Court and must remain in good standing with the State Bar of Texas at all times during the term of this Agreement. Judge shall further adhere to the Texas Code of Judicial Conduct and all other constitutional and statutory requirements of Judge's appointed office.

## Article IV
## Compensation

4.1 Compensation. Judge shall be compensated for the Services on an hourly basis at a rate of One Hundred and Twenty-Five Dollars and No/100 ($125.00) per hour, billed in quarter (.25) hour increments, with a minimum of one hour's compensation to be paid to Judge per sitting in his judicial capacity during the Term of this Agreement. Judge shall not be entitled to any other compensation under this Agreement unless otherwise agreed by the parties in writing.

4.2 Independent Contractor Status; Insurance; Taxes. Notwithstanding any other provision of this Agreement, the parties intend and agree that Judge shall be an independent contractor and not an employee of the City during the term of this Agreement for any purpose, including without limitation, application of FICA, the Social Security Act, the Federal Unemployment Act, and applicable provisions of the Internal Revenue Code. The City shall not pay (or reimburse) Worker's Compensation Insurance on Judge's behalf during the term of this Agreement and Judge shall at all times be responsible for the payment of Judge's self-employment taxes incurred in connection with this Agreement.

## Article V
## Termination

5.1 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice. Judge shall be compensated for all Services up to the time of termination. If Judge has any property or documents in its possession belonging to the City, Judge will account for and dispose of the same in the manner requested.

5.2 Termination for Default [Breach or Cause]. If Judge fails to perform in the manner called for in this Agreement, or if Judge fails to comply with any other provisions of this Agreement, the City may terminate this Agreement for default. Termination shall be given by serving a notice of termination on Judge setting forth the default and stating the date of termination. Upon termination under this Section 5.2, Judge shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Removal from Office. Notwithstanding any other provisions of this Agreement, the parties acknowledge that Judge may be removed from office only as provided by law. The removal of Judge by either City, regardless of reason, shall be mutually effective to terminate this Agreement.

5.4 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Judge of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

## Article VI
## Miscellaneous

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

6.2 Assignment of Agreement. Judge may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from the City.

6.3 Notice. Any notice or document required to be delivered or given hereunder in writing shall be delivered or given (i) in person, (ii) by United States mail, postage prepaid, registered or certified mail, return receipt requested, (iii) by UPS, FedEx or other nationally recognized carrier to be delivered on the next business day, or (iv) by email of a PDF copy of the same. Such notice or document shall be deemed to be delivered or given, whether actually received

or not, (a) when received if delivered or given in person, (b) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (c) on the next business day after the day the notice or document is provided to UPS, FedEx or other nationally recognized carrier to be delivered as set forth above, or (d) 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. Addresses for the delivery or giving of any such notice or documents are as set forth on the signature page to this Agreement.

6.4 Conflict of Interest. Judge covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Judge shall immediately and fully disclose the nature and extent of the conflict to the respective party and resolve the conflict to party's satisfaction.

6.5 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.6 Applicable Law and Venue. 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 court.

6.7 Amendments. This Agreement may be amended only upon written Agreement signed by the parties.

6.8 Severability/Interpretation. 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.

6.9 Compliance with Laws. Judge shall fully comply with all federal, state and local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended.

[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 City:

TOWN OF ADDISON, TEXAS

By:_____
David Gaines
City Manager

Date: _____

Notice Address:

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

For Judge:

LARRY DWIGHT

By:_____
Cass Robert Callaway
Alternate Judge

Date: _____

Notice Address:

Honorable Cass Robert Callaway
4799 Airport Parkway
Addison, Texas
E: ccallaway@addisontx.gov

**ORDINANCE NO. O24-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING THE RESIGNATION OF ADDISON MUNICIPAL COURT NO. 1 ALTERNATE JUDGE GEORGE C. "BUCK" JOHNSON, JR. UPON EXPIRATION OF HIS CURRENT TERM; APPOINTING STEVE FEIL AS ALTERNATE MUNICIPAL JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STEVE FEIL TO PERFORM SERVICES AS THE ALTERNATE MUNICIPAL JUDGE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Addison Municipal Court No. 1 Alternate Judge George C. "Buck" Johnson, Jr. notified Presiding Judge Larry Dwight of his intent to not seek reappointment as Alternate Judge and to resign his position effective upon expiration of his current term on December 31, 2024; and

**WHEREAS,** the City Council for the Town of Addison desires to accept Alternate Judge George C. Buck Johnson, Jr. resignation effective December 31, 2024.

**WHEREAS,** the City Council of the Town of Addison ("Town") desires to appoint **Steve Feil** to fill the vacant Alternate Municipal Judge position for Addison Municipal Court of Record No. 1 ("Court"); and

**WHEREAS,** the City Council hereby authorizes the City Manager to execute a professional services agreement with **Steve Feil** to serve as an Alternate Municipal Judge of the Court for a two (2) year term beginning on January 1, 2025, and ending on December 31, 2026.

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

**SECTION 1**. The City Council hereby accepts Judge George C. Buck Johnson, JR.'s resignation from the position of Alternate Municipal Judge for Addison Municipal Court No. 1, effective December 31, 2024.

**SECTION 2**. The City Council hereby appoints **Steve Feil** as an Alternate Municipal Judge for the Court to serve for a two (2) year term, which term shall begin on January 1, 2025, and shall expire on December 31, 2026.

**SECTION 3**. The professional services agreement by and between the Town and **Steve Feil** for Alternate Municipal Judge services, a true and correct copy of which is attached hereto as **Exhibit A**, is hereby approved. The City Manager or the City Manager's designee is authorized to execute the Agreement on behalf of the Town.

**SECTION 4**. This ordinance shall become effective from and after its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas on this ***22nd*** day of ***OCTOBER*** *2024*.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

# EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT**
**ALTERNATE MUNICIPAL COURT JUDGE**

This Municipal Court Judge Agreement ("Agreement") is made by and between the Town of Addison, Texas ("City"), and Steve Feil ("Judge"), (each a "party" and collectively the "parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS,** the Town of Addison Municipal Court of Record No. 1 (the "Court") is a municipal court of record operated by the City pursuant to pursuant to Chapter 30 of the Texas Government Code; and

**WHEREAS,** the City desires to engage and appoint Judge to serve as an alternate municipal judge for the Court pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the parties agree and bind themselves to the obligations and performance of the tasks as follows:

**Article I**
**Purpose**

The purpose of this Agreement is for the City to contract for municipal court judge services to be performed in accordance with the terms and conditions of this Agreement.

**Article II**
**Term**

The term of this Agreement shall be effective on January 1, 2025 ("Effective Date") and expire on December 31, 2026 (the "Term"). Notwithstanding the foregoing, the Term of this Agreement may be extended by mutual written agreement of the parties.

**Article III**
**Municipal Court Judge Services**

3.1 Authority; Services. Judge shall have all authority vested under law and shall undertake Judge's duties fairly, impartially and independently. Judge shall, in a timely and responsive manner, perform all services set forth herein and as required of municipal court judges in accordance with the City Charter, the adopted policies and procedures of the municipal court, and the laws applicable to municipal judges of courts in the State of Texas, as the foregoing may be amended ("Services"). The Services shall include, without limitation, the following:

(a) Preside over municipal court proceedings;
(b) Promptly handle adult and juvenile arraignments;
(d) Execute arrest warrants;

(e) Execute court warrants;
(f) Coordinate court activities with the Presiding Judge, municipal court administrator, prosecutor(s), city attorney(s), and other departments of the City as necessary;
(g) Perform such other duties as assigned by the City Council that may be commensurate with the position of municipal court judge; and
(h) Perform all other administrative duties of a municipal court judge as may be provided by ordinance, resolution of the City Council, or applicable state law.

3.2 Duties; Coordination;. Judge, shall be responsible for all duties customarily performed by magistrates of municipal courts of record in Texas. Judge agrees to coordinate with the Presiding Judge and other alternate judges, as necessary to ensure one or more judges are available at all times during the term of this Agreement (on a 24/7 basis) to handle all warrants, bonds, emergency orders, prisoner transfers requests, and similar matters.

3.3 Scheduling of Dockets. The Judge shall be responsible for administering court dockets and proceedings in coordination with the other judges and municipal court administrator to facilitate optimal court efficiency in support of the City's customer service values.

3.4 Alternate Judge(s). The City may engage the services of one or more alternate municipal judges during the term hereof, subject to all terms and conditions established by the City, at its sole discretion.

3.5 Qualifications; Trainings. Judge must be an attorney licensed by the Texas Supreme Court and must remain in good standing with the State Bar of Texas at all times during the term of this Agreement. Judge shall further adhere to the Texas Code of Judicial Conduct and all other constitutional and statutory requirements of Judge's appointed office.

## Article IV
## Compensation

4.1 Compensation. Judge shall be compensated for the Services on an hourly basis at a rate of One Hundred and Twenty-Five Dollars and No/100 ($125.00) per hour, billed in quarter (.25) hour increments, with a minimum of one hour's compensation to be paid to Judge per sitting in his judicial capacity during the Term of this Agreement. Judge shall not be entitled to any other compensation under this Agreement unless otherwise agreed by the parties in writing.

4.2 Independent Contractor Status; Insurance; Taxes. Notwithstanding any other provision of this Agreement, the parties intend and agree that Judge shall be an independent contractor and not an employee of the City during the term of this Agreement for any purpose, including without limitation, application of FICA, the Social Security Act, the Federal Unemployment Act, and applicable provisions of the Internal Revenue Code. The City shall not pay (or reimburse) Worker's Compensation Insurance on Judge's behalf during the term of this Agreement and Judge shall at all times be responsible for the payment of Judge's self-employment taxes incurred in connection with this Agreement.

## Article V
## Termination

5.1 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice. Judge shall be compensated for all Services up to the time of termination. If Judge has any property or documents in its possession belonging to the City, Judge will account for and dispose of the same in the manner requested.

5.2 Termination for Default [Breach or Cause]. If Judge fails to perform in the manner called for in this Agreement, or if Judge fails to comply with any other provisions of this Agreement, the City may terminate this Agreement for default. Termination shall be given by serving a notice of termination on Judge setting forth the default and stating the date of termination. Upon termination under this Section 5.2, Judge shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Removal from Office. Notwithstanding any other provisions of this Agreement, the parties acknowledge that Judge may be removed from office only as provided by law. The removal of Judge by either City, regardless of reason, shall be mutually effective to terminate this Agreement.

5.4 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Judge of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

## Article VI
## Miscellaneous

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

6.2 Assignment of Agreement. Judge may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from the City.

6.3 Notice. Any notice or document required to be delivered or given hereunder in writing shall be delivered or given (i) in person, (ii) by United States mail, postage prepaid, registered or certified mail, return receipt requested, (iii) by UPS, FedEx or other nationally recognized carrier to be delivered on the next business day, or (iv) by email of a PDF copy of the same. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (a) when received if delivered or given in person, (b) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (c) on the next business day after the day the notice or document is provided to UPS, FedEx or other nationally

recognized carrier to be delivered as set forth above, or (d) 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. Addresses for the delivery or giving of any such notice or documents are as set forth on the signature page to this Agreement.

6.4 Conflict of Interest. Judge covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Judge shall immediately and fully disclose the nature and extent of the conflict to the respective party and resolve the conflict to party's satisfaction.

6.5 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.6 Applicable Law and Venue. 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 court.

6.7 Amendments. This Agreement may be amended only upon written Agreement signed by the parties.

6.8 Severability/Interpretation. 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.

6.9 Compliance with Laws. Judge shall fully comply with all federal, state and local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended.

[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 City:

TOWN OF ADDISON, TEXAS

By:_____
David Gaines
City Manager

Date: _____

Notice Address:

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

For Judge:

LARRY DWIGHT

By:_____
Steve Feil
Alternate Judge

Date: _____

Notice Address:

Honorable Steve Feil
4799 Airport Parkway
Addison, Texas
E: sfeil@addisontx.gov

**City Council (FY24)** **4. r.**

**Meeting Date:** 10/22/2024

**Department:** Human Resources

**Key Focus Areas:** Financial Health and Organizational Excellence

---

## AGENDA CAPTION:

Consider action on a Resolution approving Symetra as the employee long-term disability insurance and life insurance provider.

## BACKGROUND:

For Fiscal Year 2025, the Town budgeted for a 5% insurance renewal increase due to the volatile health insurance market in the Dallas-Fort Worth area and several large claims that were captured on the Town's health plan. All current benefit agreements are set to expire at the end of 2024. Starting in May 2024, the Town and Lockton, our benefits broker, worked together developing a 2025 strategy to set the scene with claims data and market out all RFPs. In August, the Town received the initial proposals from various providers for medical, dental, vision, and life and disability coverage. Initially, the Town received a 19% renewal increase proposal from BCBSTX (Blue Cross Blue Shield of Texas). However, the Town was able to successfully negotiate a best and final renewal rate net employer increase of 4.9% for all benefits (medical, dental, vision, life and disability). This increase will be paid for by the Town and the total annual cost for insurance will be $4,250,808, a $209,812 or 4.9% annual employer cost increase from prior year. Medical, dental, and vision insurance providers did not change. Life and disability insurance is the only provider change, moving from an annual cost of $281,000 to $152,000, a 3-year rate guarantee from Symetra. Symetra will match existing plan designs and offer a true open enrollment for staff to make changes or enroll in supplemental life insurance coverage.

Effective January 1, 2025, Addison will enter into an agreement with Symetra to provide long-term disability and life insurance coverage to Town employees. Previously, the Town utilized UNUM and Hartford for life and disability insurance coverage. Both UNUM and Hartford agreements are expiring at the end of 2024, prompting Addison to work with Lockton, our benefits broker, in the summer of 2024, to co-develop a request-for-proposal (RFP) for life and disability insurance. At the conclusion of the RFP process, Lockton advised the Town to move forward with Symetra for both life and disability insurance coverage for Town employees. A total of five carriers were reviewed based on quantitative and qualitative scoring. Quantitative, meaning a financial comparison based on current plan designs. Qualitative scores are based on IAS (Integrated Absence

Solutions) annual request for information and marketing-specific questions. Each "scored" question was assigned a score of 1-3 where 3 is above market, 2 is at market, and 1 is below market. Symetra's qualitative score total for both life and disability was 2.1. The qualitative score, coupled with the strong quantitative comparison, and the boutique feel and locality, is in totality why Lockton advised the Town to utilize Symetra.

The Symetra agreement is included as Exhibit A in the attached resolution.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Symetra Agreement

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**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING SYMETRA LIFE INSURANCE COMPANY AS THE EMPLOYEE LONG-TERM DISABILITY AND LIFE INSURANCE PROVIDER; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN ACCORDANCE WITH THE BENEFITS SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Town staff have finalized a competitive rate with Symetra Life Insurance Company to provide employee long-term disability and life insurance effective January 1, 2025; and

**WHEREAS,** the City Council desires to authorize the necessary agreements with Symetra Life Insurance Company as the employee Long-Term Disability and Life Insurance Provider in conformance with the City's requirements.

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

**SECTION 1**. The City Council does hereby select Symetra Life Insurance Company as the Town's provider for employee long-term disability and life insurance.

**SECTION 2**. The City Council hereby approves the agreement between the Town of Addison and Symetra Life Insurance Company for the provision of employee long-term disability and life insurance, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute this agreement.

**SECTION 3**. That 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 ***22nd*** day of ***OCTOBER*** 2024.

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

**Symetra Life Insurance Company**
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

## Application for Group Insurance

Name of Applicant: Town of Addison

Address: 5300 Belt Line Road
(Street)

Dallas (City) TX (State) 75254 (Zip)

applies to Symetra Life Insurance Company, for:

- ☐ Group Short Term Disability Insurance
- ☑ Group Long Term Disability Insurance
- ☑ Group Term Life Insurance

If Symetra Life Insurance Company (Symetra) approves this application, the policy(ies) indicated above will be issued. The applicant agrees that by signing this application it accepts the policy issued pursuant to the proposal dated July 18, 2024.

This application supersedes any previous application.

**Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.**

Signed at (City) _____, (State) _____

Date signed: _____

Town of Addison

By _____

Title _____

Agent/Producer Name (printed) ROBERT J ASCHENTROP

Agent/Producer Signature _____
Resident Licensed Agent/Producer where required by law

Instructions: (1) Sign and return to Symetra.
(2) Retain copy with your policy.

Symetra® is a registered service mark of Symetra Life Insurance Company.

LGC-10033 04/12

**City Council (FY24)** **5. a.**

**Meeting Date:** 10/22/2024

**Department:** Parks & Recreation

**Key Focus Areas:** Infrastructure Development and Maintenance
Vibrant and Active Community

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## AGENDA CAPTION:

Present, discuss and consider action on an Ordinance of the Town of Addison providing for developer-funded recreational areas in the form of parks and trails; providing for applicability; providing for requirements and guidelines for parkland dedication fees; providing for park development fees; providing for private park credit; providing for regular review; providing for penalty for the violation hereof; and providing an effective date.

## BACKGROUND:

The purpose of this item is to consider adopting an Ordinance that updates Addison's parkland dedication requirements, introduces a fee-in-lieu of land dedication in specific scenarios, and establishes a park development fee. This follows two work sessions presented to the Council on June 25, 2024 and August 13, 2024. In these sessions, 110%, the Town's consultant, provided a report detailing proposed changes to land dedication requirements, fee-in-lieu of land options and park development fees for Addison. Based on Council feedback, staff is now proposing an Ordinance to implement these recommendations. An overview of the proposed framework is outlined below.

### Parkland Dedication Requirements:

- **Applicability**: residential developments or redevelopments that increase dwelling units.
- **Requirement**: 1 acre of parkland / 100 dwelling units.
- **Land Criteria**:
  - Minimum of 1-acre, with exceptions:
    - Land which can be connected to a larger tract of existing open space.
    - Identified in the PROS or Trails Master Plan as an identified need.
    - Provides park space for an area that is lacking within 1/2 mile of the site.
  - Land accepted by the Town must meet criteria established in the Ordinance.

### Fee-In-Lieu of Land Dedication

- **Eligibility:** residential development or redevelopment projects that increase the number of dwelling units.
- **Fee Structure:**
  - Based on an average land cost of $560,000 per acre, with a 30% discount applied.
  - Fee of $5,360 per dwelling unit, with a 30% discount applied.
- **Utilization: f**ees will primarily fund the acquisition of land for parks, trails and open space.
- **Fund Management:** fees will be placed in a dedicated fund for this purpose.

**Park Development Fees**

- **Applicability:** residential and commercial development or redevelopment projects that increase the number of residential dwelling units or commercial square footage.
- **Fee Structure:**
  - **Residential Development:** $2,549 per dwelling unit, with a 30% discount applied.
  - **Commercial Development:** fees will range from $0.58 to $1.34 per square foot, with a 30% discount applied.
- **Utilization:** fees will primarily fund the development of parks, trails and open space.
- **Fund Management:** collected fees will be placed in a dedicated fund for this purpose.

The Ordinance also includes provisions for public park improvements in lieu of paying park development fees, credit for development of a private park along with language identifying the appeals process, right to refund, severability and penalties.

**Historical Context:**
The Parks, Recreation and Open Spaces (PROS) Plan identifies land and funding strategies to help address planning direction and long-term funding strategies to help address planning direction and long-term sustainability for Addison parks. Following PROS Plan recommendations, funding was allocated in the FY23/34 budget to undertake a comprehensive study and create an Ordinance tailored to address specific needs of the Addison parks system related to growth and redevelopment.

In April 2023, Council entered into an agreement with 110% Inc., to analyze parkland dedication requirements, a fee-in-lieu of land alternative and park development fees. The objective is to effectively manage the challenges posed by redevelopment and growth in Addison while upholding the current standard of service within our parks system.

Subsequently, a Public Advisory Committee comprised of eight members appointed by the Council in July 2023.  Since its formation, 110% has been actively engaged with the advisory committee, Town staff, and the Town's legal counsel, convening numerous sessions to define project parameters and seek input on proposed solutions.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Presentation - Parkland Ordinance

Ordinance - Parkland

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# Parkland Dedication, Fee-In-Lieu Of Land and Park Development Fee Ordinance

Janna Tidwell, Director of Parks & Recreation

October 22, 2024

# Overview

This purpose of this presentation is to consider the adoption of an ordinance that would create a land dedication and funding mechanism to help address planning direction and long-term sustainability for the Addison Parks System related to growth and development.  This follows two work session items presented to Council in June and August of 2024.

**The purpose of this Ordinance is to:**

- Update **Parkland Dedication** Requirements
  - Land dedicated for parks and recreation uses.
- Formalize Parkland Dedication Fee (**fee-In-lieu** of land)
  - Offer the option to accept a fee instead of land and/or if land dedication requirements are not in alignment with established planning documents.
- Create **Park Development** Fee
  - One-time payments for new and redeveloped properties.
  - Adopted to “develop and enhance” public parks and recreation opportunities.

# Overview

## Key Components

- Integrated into the future Unified Development Code (UDC) update – parkland dedication, adding fee-in-lieu, and park development fee.
- Applies to “new” development or redevelopment.
- Parkland Dedication Fee determined.
- Clarified development standards based on current operational practices (ex. language).
- Establishes two distinct funds for fee collection, reporting, and possible use.

# Overview

## Key Considerations

## UNIQUE to Addison

- High cost of land value - $536,000 per acre
- 133 acres or 4.78% of available land
- Redevelopment, re-use, infill
- $400,000 acre developed park/park amenity
- High quality and community expectation for Parks and Recreation facilities
- Significant daytime population increase

# Overview

## Key Considerations

- Maintain the high quality of Parks and Recreation amenities in Addison.
- Current level of service standards – 7.2 acres per 1,000 residents (anticipate this becoming 8 as Addison grows).
- One time fee(s).
- Discourage developers from automatically paying reduced fee vs. making an effort to dedicate appropriate park land / trail corridor.
- Want to remain “development friendly” – attract high quality development projects.

# Overview

At the August 13th Work Session, Council showed support for an ordinance that included the following:

**Parkland Dedication Requirements:**

- **Applicability**: residential developments or redevelopments that increase dwelling units.
- **Requirement**: 1 acre of parkland / 100 dwelling units.
- **Land Criteria**:
  - Minimum of 1 acre, with exceptions:
    - Land that can be connected to a larger tract of existing open space.
    - Identified in the PROS or Trails Master Plan as an identified need.
    - Provides park space to an area that is lacking within 1/2 mile of the site.
  - Land accepted by the Town must meet criteria established in the ordinance.
  - Land to be dedicated at time of building permit issuance.

# Overview

**Fee-In-Lieu of Land Dedication**

- **Eligibility:** residential development or redevelopment projects that increase the number of dwelling units.

- **Fee Structure:**
  - Based on an average land cost of $560,000 per acre with a 30% discount applied.
  - Fee of $5,360 per dwelling unit with a 30% discount applied.

- **Utilization:** fees will primarily fund the acquisitions of land for parks, trails, and open space.

- **Fund Management:**
  - Fees will be placed in a dedicated fund for this purpose.
  - Funds must be paid prior to the issuance of a building permit.

# Overview

**Park Development Fees**

- **Applicability:** residential and commercial development or redevelopment projects that increase the number of residential dwelling units or commercial square footage.

- **Fee Structure:**
  - **Residential Development:** $2,549 per dwelling unit with a 30% discount applied.
  - **Commercial Development:** fees will range from $0.58 to $1.34 per square foot with a 30% discount applied.

- **Utilization:** fees will primarily fund the development of parks, trails and open space.

- **Fund Management:**
  - Collected fees will be placed in a dedicated fund for this purpose.
  - Funds must be paid prior to the issuance of a building permit.

# Ordinance

**Council questions regarding the implementation of the ordinance from August 13th Work Session:**

- Who has approval authority & what is the process?
- Can a developer construct parkland as an alternative to paying a Park Development Fee?

**The ordinance also covers additional areas such as:**

- Partial credit can be applied for developing public park space on private property.
- The Town can reimburse itself for park land purchased prior to funds being collected.
- General guidelines for implementing and enforcing the ordinance.

The following slides will give an overview of these topics.

# Ordinance

**Who has approval authority to accept the dedication of land, fee-in-lieu of, and how Park Development Fee requirements are met? What is the process for administering the ordinance?**

- Administered by the City Manager or their designee.

- Various Town departments along with the Planning and Zoning Commission will administratively review and make recommendations based on the standards and criteria contained within the Articles that are deemed to meet the minimum standards.

- City Council will have final approval authority for a development project which will include:
  - How land dedication requirements are met.
  - Whether a fee-in-lieu of land will be contributed if the administrative review determines land dedication does not meet the requirements in the ordinance.
  - How Park Development Fee requirements of met.

# Ordinance

**Can a developer construct parkland as an alternative to paying a Park Development Fee?**

**Public park improvements in lieu of Park Development Fee:**

- **Applicability:** Residential and commercial development or redevelopment projects that increase the number of residential dwelling units or commercial square footage can request to construct park improvements in lieu of paying Park Development Fees.

- **Requirements:**
  - Must be approved by Council.
  - Actual costs of the park improvements will offset the required Park Development Fee dollar for dollar.
  - Must meet general requirements for public park improvements.
  - Must meet maintenance bond and warranty requirements.
  - Must meet inspection requirements prior to issuing a Certificate of Completion and Acceptance.

# Ordinance

**Credit for Private Parks and Public Spaces**

- **Applicability:** Residential and commercial development or redevelopment projects that increase the number of residential dwelling units or commercial square footage can request to construct privately owned park improvements for 50% credit of the Park Development Fee. The fee-in-lieu is not eligible for credit.

- **Requirements:**
  - Maintenance shall be adequately provided for by recorded agreement, covenants or restrictions.
  - Privately owned public park space is restricted for Park and Recreation purposes by recorded covenant which runs with the land.
  - Must be similar or comparable to requirements for public park standards.
  - Owned by the property developer, owner, or incorporated non-profit homeowner's association.
  - Must meet inspection requirements prior to issuing a Certificate of Completion and Acceptance.
  - Developer is required to submit proof of payment for private park construction.
  - Developer is required to submit an affidavit stating the cost of private park improvements meet or exceed the required full park development fee.

# Ordinance

**Reimbursement for Town-Acquired Parkland**

- The Town may acquire land for parks and develop and improve park facilities on such land in advance of actual or potential development.

**Appeal Process**

- Any administrative decision made by the Director may be appealed to the Council within thirty (30) days following the decision.

**Review and Indexing of Fees**

- The Town shall review the park development fees and park dedication requirements at least once every five years.
- The Park Development Fee shall be updated annually in the interim five-year period as part of the annual budget process.

# Ordinance

**Right to Refund**

- The Town shall account for all fees paid.
- Any fees paid should be encumbered or expended by the Town within fifteen years from the date received.
- Funds are spent on a first-in, first-out basis.
- If not expended within the required period, the landowners shall be entitled to a prorated share of such sum without interest.
- The owners of the property must request a refund within one year of entitlement.

**Severability**

- If any provision is found to be unconstitutional or invalid by any court, that invalidity shall not affect the remaining provisions.

# Ordinance

**Ordinance Framework Cont'd.**

**Penalties, Sanctions and Redeterminations**

- It is unlawful to begin work on any land until the required conveyance of parkland or payment of money is made.
- No building permits shall be issued and not permanent utility services shall be provided to any land within any development until the required conveyance of parkland or payment of money is made.
- If the number of dwelling units or square footage of commercial development exceeds what was approved by Council a revised zoning proposal must be submitted to Council for approval.

**Penalties**

- Any person violating the provisions, upon conviction, will be fined a sum not exceed $500 for each day the provisions were violated.

**Effective Date and Publication**

- Ordinance adopted upon is first reading and effective December 1, 2024.

# Questions?

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS; AMENDING CHAPTER 58 BY CREATING NEW ARTICLE V ENTITLED "DEDICATION OF LAND FOR PARKS, TRAILS, AND RECREATIONAL AREAS AND ASSESSMENT OF PARK DEVELOPMENT FEES"; PROVIDING FOR DEVELOPER-FUNDED RECREATIONAL AREAS IN THE FORM OF PARKS AND TRAILS; PROVIDING FOR REQUIREMENTS AND GUIDELINES FOR PARKLAND DEDICATION; PROVIDING FOR PARK DEVELOPMENT FEES; PROVIDING FOR FEE CREDITS; PROVIDING FOR REGULAR REVIEW; PROVIDING FOR PENALTY NOT TO EXCEED $500 FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas, is a home rule municipality given broad discretionary powers under the Texas Constitution to regulate the public health, safety, and general welfare of its citizens; and

**WHEREAS**, the Texas Local Government Code and the Texas Parks and Wildlife Code empower local governments to enact policies to support the acquisition and development of parkland; and

**WHEREAS**, the City Council of the Town of Addison finds that parks and recreational areas vital to the public health, safety, and general welfare and that providing its citizens with parks and recreational areas serves a legitimate public goal; and

**WHEREAS**, the City Council of the Town of Addison has a Comprehensive Plan and a Parks and Recreation Open Space Master Plan which provide for the acquisition and development of parkland to serve the recreational needs of the Town and to provide for its citizens' health, safety, and general welfare; and

**WHEREAS**, new residential development or an increase in density by redevelopment imposes increased demands on the Town's parks and recreational system and creates the need for additional park and recreation facilities; and

**WHEREAS**, the Town of Addison is experiencing a high rate of urban growth, and based on predictions through 2034, the population is projected to grow by approximately 5,000 residents; and

**WHEREAS**, the City Council of the Town of Addison finds this ordinance necessary to maintain the existing level of service for parkland for its rapidly growing population; and

**WHEREAS**, the primary purpose of parkland dedication fee requirements is to ensure that the need for parkland that arises from new development or redevelopment is satisfied by the development so that those who generate the need for park areas contribute their proportionate share by making a reasonable contribution to the acquisition or development of parkland; and

**WHEREAS**, the following parkland dedication fee and park development fee requirements are based on the accurate values including population, existing level of service for parklands, and the cost of land and construction; and

**WHEREAS**, the City Council hereby finds and determines that the average cost of parkland development is $400,000 per acre and the average cost of parkland acquisition is $536,000 per acre at the time of the passage of this ordinance; and

**WHEREAS**, in accordance with this formula, the parkland dedication requirements for parks is established at 100 dwelling units per one (1) acre of parkland; and

**WHEREAS**, in accordance with this formula, the fee-in-lieu of land is set at $5,360 per dwelling unit and the park development fee is set at:

Residential: $2,549 per dwelling unit
Industrial: $0.58 per sq. ft.

Hotel: $0.61 per sq. ft.
Retail: $1.36 per sq. ft.
Office: $1.34 per sq. ft.

**WHEREAS**, the Town of Addison Parkland Development Fee Advisory Board has reviewed and provided guidance on the provisions of this ordinance; and

**WHEREAS**, the City Council of the Town of Addison finds that this ordinance serves the best interests of the public by providing for the preservation of parks and open spaces to promote the health, safety, and general welfare of the Town's residents.

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

**SECTION 1.** The foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

**SECTION 2.** The Code of Ordinances for the Town of Addison is hereby amended by adding new Article V (Dedication of Land for Parks, Trails and Recreational Areas and Assessment of Park Development Fees) to Chapter 58 (Parks and Recreation) of the Code, which shall read as provided in Exhibit "A" (including Appendix A and B), attached hereto.

**SECTION 3.** If any section, subsection, paragraph, sentence, phrase, or clause of this ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which shall remain in full force and effect, and to this end, the provisions of this ordinance are declared to be severable.

**SECTION 4.** This ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are in direct conflict with the provisions of this ordinance and such ordinances shall remain intact and are hereby ratified, verified and affirmed.

**SECTION 5.** This ordinance shall become effective from and after the date of its final passage and publication as provided by law.

**PASSED AND APPROVED** by the city council of the Town of Addison, Texas, on this the ***22nd*** day of ***OCTOBER 2024*.**

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

**APPROVED AS TO FORM:**

_____
Whitt L. Wyatt, City Attorney

# EXHIBIT A

Chapter 58 (Parks and Recreation) of the Code of Ordinances is hereby amended to add new Article V, which shall read as follows:

## "ARTICLE V. DEDICATION OF LAND FOR PARKS, TRAILS, AND RECREATIONAL AREAS AND ASSESSMENT OF PARK DEVELOPMENT FEES

### DIVISION 1. – GENERALLY

#### Sec. 58-110. Purpose.

It is hereby declared by the city council that public parks, recreational facilities, trails, and open spaces are valuable assets that advance the public's health, safety, and welfare, and improve the overall quality of life of the community's residents. New residential development in the Town creates the need for additional parks, trails, and recreation resources because of the increased population. Requiring that new residential development dedicate parkland and pay park development fees in proportion to its impacts on the Town's parks and recreation resources is recognized as a fair, reasonable, and uniform method of financing these assets that does not impose an unfair burden on new or existing development.

The parkland dedication and park development fee requirements established in this Article aim to maintain the current level of service in the Town and generally flow from the assessment of needs reported in the Comprehensive Plan, Parks, Recreation, Open Space Master Plan, City-Wide Trails Master Plan, and Master Transportation Plan. Accordingly, this Article requires the dedication of parkland and payment of park development fees to:

(1) Meet the goals and objectives set forth in the Parks, Recreation, and Open Space Master Plan and the City-Wide Trails Master Plan.

(2) Deliver new and/or updated parks, recreation facilities, trails, and open space resources to meet the increased demand generated by new development on the parks system.

(3) Establish proportionate costs that are associated with providing new or updated parks and facilities, so the increased costs are borne by those who are responsible for creating the additional demand.

(4) Create and maintain a variety of recreational opportunities for residents within reasonable proximity to their homes.

(5) Provide credit for applicable private and semi-public parkland and park-like amenities that offset the increased demand on the parks system generated by new development.

#### Sec. 58-111. Authority; Administration.

(a) The regulations contained in this chapter of the Municipal Code have been adopted under the following authority:

(1) Chapter 212. Municipal Regulation of Subdivisions and Property Development of the Texas Local Government Code, which authorizes a municipality to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction.

(2) Chapter 51. General Powers of Municipalities of the Texas Local Government Code, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality.

(3) The Home Rule Charter of the Town of Addison which authorizes the city council to exercise all powers granted to municipalities by the constitution or the laws of the State of Texas.

(b) Unless otherwise specified, the provisions of this Article shall be administered by the city manager, or their designee, with the city council having final approval authority. Various Town departments along with the Planning and Zoning Commission will review and make recommendations based on the standards and criteria contained within this Article are deemed to be minimum standards.

**Sec. 58-112. Definitions.**

The following words, terms and phrases when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Department* means the Parks and Recreation Department for the Town of Addison.

*Director* has the meaning ascribed in Section 58-1 of this Chapter

*Developer* means any person, firm, partnership, joint venture, association, or corporation participating as owner, promoter, developer, or sales agent in the planning, platting, development, promotion, sale, or lease of real property that is developed or redeveloped subject to the provisions of this Article.

*Park property* has the meaning ascribed in Section 58-1 of this Chapter

**Sec. 58-113. Applicability; Effective Date.**

(a) The parkland dedication and fee-in-lieu of dedication provisions of this Article apply to the following activities upon any land within the corporate limits of the Town:

(1) all new residential development; and

(2) all residential re-development involving the remodeling, rehabilitation, or construction of other improvements to an existing residential structure, including repair of a damaged residential structure, if such activity results in an increase in the number of dwelling units within the structure.

(b) The park development fee provisions of this Article apply to all development or re-development of any residential, retail, office, industrial, hotel, or motel property within the corporate limits of the Town.

(c) If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, additional dedication shall be required, and may be made by payment of a fee-in-lieu of land in the discretion of the Town.

(d) No building permit shall be issued or permanent utility service established until the requirements of this Article have been met.

(e) The provisions of this Article shall take effect on December 1, 2024.

**Sec. 58-114. Exemptions; Waivers; Appeal.**

(a) The following shall be exempt from the requirements of this Article:

(1) Non-residential development is exempt from the parkland dedication or paying a fee-in-lieu of land, but shall be subject to the park development fee.

(2) Remodeling, rehabilitation, or other improvements to an existing structure, or the rebuilding of a damaged structure that does not increase the number of dwelling units or commercial square footage, as applicable.

(3) A re-plat that does not increase the number of dwelling units or commercial square footage, as applicable.

(4) Any development plan, permit, or approval commenced or issued prior to the effective date of this Article, or amendment hereto, that is subject to vesting under Chapter 245 Texas Local Government Code shall not be affected by this Article, provided, that any increase in the number of dwelling units or commercial square footage for the development after said effective date may require dedication under this Article.

(5) Development which was in the Planning and Zoning review process prior to the effective date of this Article, provided, that any increase in the number of dwelling units or commercial square footage for the development after said effective date may require dedication under this Article.

(b) The city council may waive a requirement imposed on development by this Article upon application by a developer and a finding by the city council that the requested waiver is in the best interest of the Town.

(c) A developer may appeal a final determination by the Director related to the application of this Article to a development by submitting the appeal in writing to the Director within thirty (30) days following the final determination. The appeal shall identify the final determination being appealed, the basis for the appeal, and a description of the requested relief. The filing of an appeal shall not stay the enforcement of any other provisions in this Article.

**Sec. 58-115. Parkland Fees; Review.**

(a) The method for determining the value of parkland dedication and the other fees adopted in this Article shall be as provided in Appendix B.

(b) The city council shall review the valuations for parkland dedication and the other fees adopted in this Article at least once every five (5) years. Notwithstanding, the city council's failure to timely review said valuations shall not affect the validity of the current valuations set forth in Appendix B or stay the enforcement of any other provision of this Article, which shall remain in full force and effect.

(c) If the city council fails to timely review the valuations set forth in Appendix B in conformance subsection (b), above, any person submit a written request to the city manager for the city council to perform the review. If the city manager finds that the city council has not timely completed such review, the request will be presented to the city council and cause such review to commence within 60 days after the date of the request and continue until completion.

(d) The Director will review the fees in Appendix B on or before October 1st each year as part of the Town's annual budgeting process and may recommend an annual adjustment of any fee(s) therein based upon changes in the U.S. Department of Labor Statistics Dallas-Fort Worth-Arlington Consumer Price Index for All Urban Consumers.

**Sec. 58-116. Penalty; Enforcement.**

(a) Any person that violates any of the provisions of this Article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed $500.00 and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(b) The penalty provided in this section is in addition to and cumulative of any other remedies as may be available at law and equity, including the assessment of civil penalties and Town's right to seek injunctive relief to enforce the provisions of this Article.

Secs. 58-117 – 58-120. – Reserved.

**DIVISION 2. – PARKLAND DEDICATION STANDARDS AND PROCEDURES**

**Sec. 58-121. Parkland Dedication and Park Development Fee Standards in General.**

(a) As a condition of subdivision development, a developer of property for residential uses shall dedicate land for parks, pay a fee-in-lieu of dedication, or a combination of both in accordance with provisions of this Article as a condition of the building permit for the proposed development. The Town may, in its sole discretion, agree to allow an alternative to the foregoing, provided that the alternative satisfies the intent and purpose of this Article.

(b) In addition to the parkland dedication requirement, a developer of residential or commercial property shall pay a park development fee. Subject to the approval of the Town, a developer may elect to construct required park improvements as identified by the Director on Town-owned parkland in lieu of paying the associated park development fee as outlined in this Article.

(c) Requirements herein are based on actual residential dwelling units, actual commercial square footage, or a combination thereof for an entire development. Increases or decreases in the final measurement count may require an adjustment in fees paid or land dedicated.

(d) Parkland dedication requirements (and/or payment of fees in lieu of parkland dedication) and payment of Park Development Fees shall be satisfied at the time of plat recordation for single-family and duplex residential units, and prior to the issuance of any building permit.

(e) For a phased development the entire parkland shall be platted concurrently with the plat of the first phase of the development.

(f) The required land dedications and schedules of fees are attached hereto as Appendix B and incorporated and made a part of this Article for all purposes city council has adopted a discount schedule to reduce certain park development fees listed in Appendix B.

**Sec. 58-122. Parkland Dedication Procedures.**

(a) During the pre-development meeting process, the Director shall make an initial determination whether parkland shall be conveyed or cash in lieu of parkland dedication

shall be paid to the Town under this Article. Additional meetings between the developer and the Addison Parks and Recreation Department (referred to in this Article as the "Department") may be needed in order to evaluate the suitability of potential land for parkland dedication. Additionally, the Department may request a site visit to the subject property as a part of its determination. The following information, regarding the land dedication and site development, may be required as a part of the process, prior to the Town accepting land as a public parks dedication.

(1) A narrative outlining the intended use, number of residential units proposed, and description of housing and commercial type(s) within the subject property;

(2) Lot dimensions or metes and bounds acreage of parkland to be dedicated;

(3) Total acreage of floodplain as well as the land located outside of the floodplain;

(4) A tree survey;

(5) A slope analysis; and

(6) An environmental survey identifying critical environmental features, such as but not limited to, protected species, habitat, and water features.

**Sec. 58-123. Parkland Acceptance Criteria.**

(a) General Parkland Dedication Requirements

Any parkland dedicated to the Town pursuant to the terms, conditions, and requirements under this Article must be suitable for park uses.

(1) Must be approved by the city council based on recommendations of the Director.

(2) Must be conveyed at the time of building permit issuance.

(3) Must be by lot and block and shown on a recorded plat of record.

(4) For a phased development the parkland dedication area shall not be accepted by the Town until such time that all necessary roadway, utility, and other public improvements are constructed to provide accessibility to the proposed parkland and have been accepted by the Town, unless otherwise approved by the Director.

(b) Guidelines

(1) The Town shall be dedicated fee simple title in the land, free and clear of any and all liens and encumbrances that may interfere with the use of the land for park purposes. The Town's representatives must be permitted to make onsite inspections of the proposed parkland for the purposes of determining site suitability and identifying any visual hazards or impediments to park development and use.

(2) If the property owner or developer has any form of environmental assessment on the tract, a copy of that assessment shall be provided. The Town may initiate and/or require the developer to initiate specific environmental studies or assessments if the Town's visual inspection of the proposed parkland gives rise to the belief that an environmental problem may exist on the site. The Director may also require the employment of consultants necessary to evaluate any environmental issues relating to the site. If an environmental hazard is identified, the developer must remove or remediate the hazard prior to Town's acceptance of the proposed parkland dedication. The Town will not accept parkland

dedication sites previously or currently encumbered by hazardous and/or waste materials or dump sites.

(3) The developer is responsible for providing, at no cost to the Town, convenient access by improved streets, sidewalks, and adequate drainage improvements so the proposed parkland is suitable for the purpose intended. The developer is responsible for providing water, sewer, and electrical utilities to the proposed parkland in accordance with the procedures applicable to other public improvements, including:

a. A metered water supply located 12 feet behind the curb or as otherwise determined by the Director; and

b. If applicable, an appropriately sized sewer stub located 10 feet behind the curb or as otherwise determined by the Director.

(4) An ALTA land title survey and associated AutoCad File, certified to the Town and the title company must be provided 90 days prior to acceptance, unless otherwise determined by the Director.

(5) If soils have been disturbed, they shall be restored to their pre-disturbance condition, have positive drainage, and the soil stabilized by vegetative cover by the developer prior to the dedication of the proposed parkland to the Town. All trash, debris, dead trees, and unusable material must be removed. The site must be sprayed with an approved herbicide to eliminate dangerous and undesirable plant materials, such as briars, poison ivy, and nettles. The selected herbicide shall be approved by the Director prior to spraying.

(6) Parks should be easy to access and open to public view to benefit area development, enhance the visual character of the Town, protect public safety, and minimize conflict with adjacent land uses.

(7) Sidewalks conforming to the Town's sidewalk design standards shall be constructed adjacent to or on parkland to provide contiguous walkways on all sides of the adjoining development unless this requirement is waived by the Town.

(8) A current title insurance policy acceptable to the Town in an amount equal to the fair market value of the proposed parkland dedication must be provided.

(9) Each corner of the parkland shall be marked with a permanent marker consisting of three-fourths iron pins set in concrete unless otherwise determined by the Director.

(10) The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the parkland dedication by the Town. A tax certificate from the County Tax Assessor shall be submitted with the parkland dedication.

(c) Land Requirements

(1) Land that is unsuitable for development is typically unsuitable for neighborhood/community parks.

(2) The Town recognizes that maintaining many small parks is difficult and costly. Accordingly, parkland shall generally be:

a. No less than one (1) acre of contiguous land;
b. A land area that is consistent with the Parks and Recreation Master Plan objectives;

c. Land identified as a trail connection to expand the existing trail network or as an identified need;
d. Land that can be connected to a larger tract of existing open space; or
e. Land that provides park space to an area that is lacking within ½ mile of the site.

The total parkland required shall be as provided in Appendix B.

(3) Parkland dedication sites should be located to serve the greatest number of users and should be located to minimize the number of users crossing arterial roadways and shall be uninterrupted by roads or free from physical barriers that would prohibit walkable access to the park.

(4) Where feasible, parkland dedication sites should be located adjacent to schools to encourage shared facilities and joint development of new sites; access ways may be required to facilitate access to the parkland.

(5) Parks should have well-drained and suitable soils and level topography. Parkland dedication sites should not be severely sloping or have unusual topography that would render the land unusable for recreational activities.

(6) Dedicated parkland shall not exceed a 20% grade on more than 50% of the land.

(7) Where feasible dedicated parkland shall provide connectivity to or enhance existing looped trails, hike, and bike trails.

(8) At least twenty-five percent (25%), or proportionate to the size of the parkland, of the perimeter of the parkland should abut a public street.

(9) Dedicated parkland shall include at least visible, attractive, and suitable means of ingress and egress proportionate to the size and amenities in the park.

(10) No more than two (2) sides of a park may be adjacent to the rear lot lines of homes.

(11) The parkland dedication site should not be encumbered by overhead utility lines, above-ground improvements, or easements that might create a dangerous condition or limit the opportunity for park development and use.

(12) Parkland with existing trees or other scenic elements is preferred and may be reviewed by the Parks and Recreation Director or designee to make recommendations.

(13) Rare, unique, endangered, historic, or other significant natural areas will be given a high priority for consideration of a parkland dedication site pursuant to this Article. Areas that provide an opportunity for linkages between parks or that preserve the natural character of the surrounding environment may be required by the Town to be included in the parkland dedication.

(14) Consideration will be given to a potential parkland dedication site that is in the floodplain or an area that may be considered “floodable” even though not in a federally regulated floodplain if the proposed parkland site is suitable for park improvements. At the discretion of the Town, land in floodplains may be considered as part of a parkland dedication requirement on a three-to-one (3:1) basis. That is, three (3) acres of floodplain will be deemed equal to one (1) acre of parkland, but not more than 50% of any parkland dedication site shall be allowed in a floodplain.

(15) Detention/retention areas may not be used to meet parkland dedication

requirements but may be accepted by the Town in addition to the required parkland dedication. If accepted as part of a park, the detention/retention area design must meet the Town's design specifications.

Secs. 58-124 – 58-130. – Reserved.

## DIVISION 3. – PAYMENT OF FEES IN LIEU OF PARKLAND DEDICATION.

### Sec. 58-131. Requirements, Generally.

(a) The Town may require that a fee be paid in lieu of dedication to satisfy some or all of the dedication requirements set forth in this Article. All fees required to be paid under this section shall be based on the average cost of land in the Town and calculated in conformance with the applicable fee schedules provided in Appendix B.

(b) The payment of fees in lieu of dedication under this section shall comply with the following:

(1) The fees must be approved by the city council upon recommendation of the Director.

(2) The fees shall be used for the purpose of acquisition, development, or improvement of park property.

(3) All fees shall be paid prior to issuance of any building permit unless otherwise determined by the Director.

(4) The fees shall be deposited in separate Town fund for parkland dedication.

Secs. 58-132 – 58-140. – Reserved.

## DIVISION 4. – PARK DEVELOPMENT FEE

### Sec. 58-141. Fee Required.

Park development fees are required for all development to ensure that adequate park facilities conforming to the Town's parks and recreation standards, including neighborhood and community parks, and passive park conservation areas, are available to meet the needs created by such development. Accordingly, park development fees shall be used for the acquisition, development, and improvement of park facilities. Park development fees are required in addition to the parkland dedication requirements established by this Article and shall be paid simultaneously with the dedication.

### Sec. 58-142. Administration of the Fee.

The Director shall be responsible for the administration and approval of the park development fee; which shall be calculated based upon the fee schedule in Appendix B.

### Sec. 58-143. Alternative Park Improvements

The developer may request to provide park improvements in conformance with Division 5 as an alternative to payment of all, or a portion of, the park development fee.

### Sec. 58-144. Right to Refund.

The Town shall account for all fees paid in lieu of parkland dedication and all park development fees paid under this Article. Any fees paid for such purposes should be encumbered or expended by the Town within fifteen (15) years from the date received by the Town for the acquisition, development, or improvement of park property in conformance with this Article. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the current owner(s) of the property on the date of expiration of such period shall, upon timely written request, be entitled to a prorated share of the remaining unencumbered funds without interest. For residential developments, the prorated share shall be computed based on the number of dwelling units in the residential development for which such unencumbered and unexpended fees were paid. Any person entitled to a refund under this section shall submit a written request for refund within one (1) year from the initial date of entitlement. Failure to timely submit the required application for refund shall constitute an absolute waiver of all rights, title, and/or interest the person may have to any portion of the funds eligible for reimbursement. Upon expiration of the reimbursement period, all remaining funds shall be retained by the Town and used for any lawful purpose.

Secs. 58-145 – 58-150. – Reserved.

## DIVISION. 5 – APPLICATION OF CREDITS TO PARK DEVELOPMENT FEES

### Sec. 58-151. Park Improvements as an Alternative to Fees.

Upon recommendation of the Director and subject to the city council's approval, a developer may enter into a development agreement with the Town to construct required park improvements as an alternative to payment of the park development fees assessed by this Article.

### Sec. 58-152. Requirements for Public Park Improvements

(a) Park improvements provided by a developer shall be constructed on land dedicated for use by the public for park purposes and shall generally conform to the requirements set forth in this Article.

(b) Park improvements shall be designed and constructed in accordance with all applicable federal, state, and local laws, regulations, and guidelines, including, but not limited to the following:

1. International Play Equipment Manufacturer's Association (IPEMA);
2. Consumer Product Safety Commission (CPSC) Handbook for Public Safety;
3. American Society for Testing and Materials (ASTM and ASTM F08);
4. Accessibility Standards for Play Areas through the ADA Accessibility Guidelines (ADAAG);
5. Illuminating Engineering Society of North American (IESNA RP- 6-01);
6. Sports Turf Management Association (STMA);
7. North Central Texas Council or Governments (NCTCOG) Construction Standards; and
8. The Town's design standards.

(c) A park site plan, developed in cooperation with the Park and Recreation Department staff, shall be submitted by the developer and approved by the Director of Parks and Recreation or designee prior to submission of final plat or upon application for a site building permit, whichever is applicable.

(d) Detailed plans and specifications for proposed park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats and for building permit issuance, whichever is applicable. Plans and proposed improvements must be reviewed and approved by the Town's Development Review Committee (DRC.)

(e) All plans and specifications for the proposed park improvements shall meet or exceed the Town's standards in effect at the time of the submission.

(f) If the park improvements are constructed on land that is being dedicated to, has already been dedicated to, and/or is owned by the Town, then the developer shall provide at no cost to the Town payment and performance bonds in the form approved by the Town that identify the Town as a Beneficiary in an amount equal to the greater of the park development fees due or the cost of the park improvements pursuant to Texas Government Code 2253.001, *et seq*. to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, or other applicable laws. The park improvements shall be completed, and final accepted by the Town prior to final plat recordation.

(g) Park improvements may be constructed on parkland dedicated to the Town that satisfies the requirements of this Article or, with the approval of the Director, improvements may be made I n an existing or proposed park that is located in the Town.

(h) The developer shall also provide to Town, at no cost to Town, a two-year maintenance bond that is equal in amount to twenty percent (20%) of the construction cost of said park improvements. The developer shall also provide to the Town a manufacturer's letter certifying that any play structure, equipment, facilities, and safety surfaces were installed in accordance with the manufacturer's installation requirements.

(i) For a public park, the developer shall provide a copy of the application and subsequent inspection report prepared by the State Department of Licensing and Regulation of their contracted reviewer for compliance with the Architectural Barriers Act, codified as Vernon's Ann. Civ. St. art 9102.

(j) Upon issuance of a Certificate of Completion and Acceptance, all manufacturers' warranties shall be provided for any equipment installed in the park as part of these improvements.

(k) The developer shall warranty all park improvements for a period of two (2) years from the date of the Town's acceptance of the same. The warranty shall be in the form of a maintenance bond covering 100% of the total cost of the improvements, provided, that the Director may accept an alternative form of warranty in the Director's sole discretion.

(l) For a public park, the developer shall be liable for any costs required to complete park development if:

1. Developer fails to complete the improvements in accordance with the approved plans; or
2. Developer fails to complete any warranty work.

(m) All public park improvements shall be inspected by the Department while construction is in progress and when complete to verify park requirements have been satisfied.

(n) Once the public park improvements are constructed, and after the Director of Parks and Recreation has accepted such improvements, the developer shall convey such improvements to the Town free and clear of any lien or other encumbrances.

(o) The developer shall be liable for costs required to complete the Public Park Improvements if:

1. Developer fails to complete the park improvements in accordance with the approved plans; or
2. Developer fails to complete any warranty work.

(p) The park improvements will be considered complete with a Letter of Completion and Acceptance from the Town and will be issued after the following requirements are met:

1. Park improvements have been constructed in accordance with the approved plans; and
2. Park improvements have been inspected and reviewed by Park and Recreation Department staff and determined to satisfy the terms, conditions, and requirements under this Chapter; and
3. Developer has provided the Town with a bills paid affidavit and such additional documentation as the Town may require to confirm that all of developer's contractors and materialmen have been fully paid; and
4. Developer has provided the Town with all warranties and the required Maintenance Bond.

**Sec. 58-153. Credits for Public Park Improvements**

The developer shall receive a credit to the required park development fee equal to the amount paid by the developer for the public park improvements accepted by the Town. The credit shall be applied solely for costs directly attributable to the acquisition, construction, and installation of the improvements and generally excludes soft costs such as developer's overhead and profit, and the costs associated with the developer's architects consultants, engineers, other consultants or advisors, and all other costs that would customarily be considered "soft costs" by industry standards. The developer shall provide the Town with all invoices, payment records, and any other supporting documentation reasonably necessary for the Town to verify the amount paid by the developer for the improvements.

**Sec. 58-154. Credits for Private Parks and Open Space**

(a) A credit of up to fifty percent (50%) of the total parkland dedication fees assessed by this Article may be provided in consideration for the construction of private park facilities in conformance with this Article. The remaining parkland dedication fees will be deposited in the Town's parkland dedication fund to defray the financial burden private subdivisions impose on the Town's public park system.

(b) Small passive spaces that are privately owned but provide public access may be considered for the 50% open space credit at the discretion of the Town.

(c) Yards, court areas, setbacks, and other open areas required under the Town's zoning, subdivision, and other development regulations shall not be eligible for a credit if said areas are privately owned and maintained by the residents or, in the case of an apartment complex, the property manager.

**Sec. 58-155. Private Park Requirements**

(a) Private ownership and maintenance of the private park and open space shall be adequately provided for by recorded agreement, covenants, or restrictions.

(b) Use of the private park is restricted for park and recreation purposes by a recorded covenant, which runs with the land in favor of future owners of the property and which cannot be defeated or eliminated without the written consent of the Town Council or its

successors.

(c) Facilities shall be similar or comparable to what would be required to meet public park standards and recreational needs as set forth in this Article and applicable federal, state, and local laws.

(d) Private parks and park improvements shall be owned by the property developer, owner, or an incorporated nonprofit homeowners association comprised of all property owners in the association, which is an organization, operated under recorded land agreements through which each lot owner in the subdivision is automatically a member, and each lot is subject to a charge for a proportionate share of maintaining the facilities.

(e) The governing documents for private parks subject to the provisions of this Article shall contain a covenant providing that if any owner fails to maintain the private park facilities in a safe and clean condition in accordance with the standards of the Town, then the Department may access the private park facilities for the purpose of maintaining or repairing the same in conformance with the standards of the Town. Further, the Town shall be entitled to assess and charge the costs of such maintenance and repairs to the person(s) having the primary responsibility for the maintenance of the same.

(f) Private park facilities must be similar or comparable to the facilities that would be required to meet public park standards and recreational needs as required per the Town's development regulations and Parks Master Plan and other federal, state, and local laws. The following design features are ineligible for private park credit: leasing offices, yards, common open space, entry features, areas devoted to decorative landscaping, medians, utility easements, setback areas, areas following perimeter walls, land used for mining or oil and gas wells, and private personal areas.

(g) Eligible private park improvements include various active and passive outdoor amenities such as those amenities typically found in public parks.

(h) For a multi-phased development, the private park design shall be reviewed and approved by the Director of Parks and Recreation before the platting of the first unit.

(i) The cost of construction for private parks shall be equal to or greater than the park development fee per dwelling unit set forth in Appendix B.

(j) Before a reimbursement is approved, the Town shall make written findings that certain conditions are met, pursuant to this Article, including the following, but not limited to:

(a) Developer is required to submit all invoices and checks paid or other proof of payment toward the construction of the private park.

(b) Developer shall allow the Department staff to conduct a site visit to verify private park improvements.

(c) Developer shall provide an affidavit stating the cost of private park improvements meets or exceeds the required full park development fee per dwelling unit from Appendix B.

(k) All private parks shall be constructed no later than prior to the application of the final unit.

(l) To receive the credit for private parks, the developer shall submit sufficient documentation to establish that the requirements of this Article have been satisfactorily met on or before the date the final plat is approved by the Town. The Director shall evaluate and approve the documentation submitted prior to any credit being given.

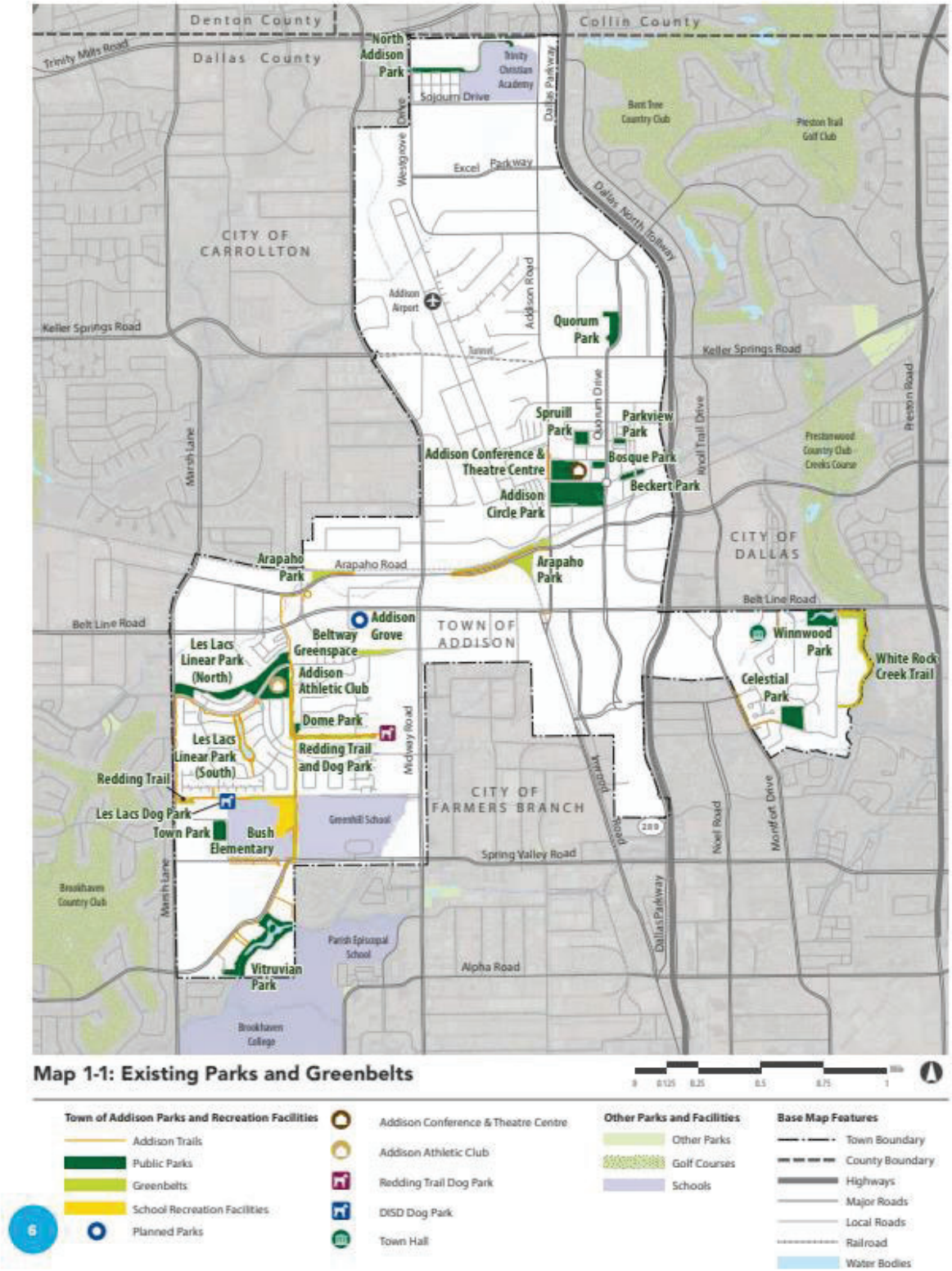
**Sec. 58-156. Reimbursement For Town-Acquired Parkland.**

The Town may from time to time acquire land for parks and develop and improve park facilities on such land in advance of actual or potential development. If the Town acquires parkland and/or develops and improves park facilities thereon in advance of development, the Town may require subsequent parkland dedications to be made in the form of paying a fee in lieu of parkland dedication only.

Secs. 58-157 – 58-160. – Reserved.

## Appendix A

**Map of Town of Addison from the Parks, Recreation and Open Space Master Plan.**



# Appendix B

## PARKLAND DEDICATION & FEE CALCULATIONS

**Starting Values**: per U.S. Census and ESRI data from 2019 Parks and Recreation Department Open Space Master Plan Master Plan.
Population: 16,661
Number of Dwelling Units: 10,591
Average Persons Per Dwelling Unit: 1.57

**Current Level of Service** (LOS):
Number of Parks: 17
Total Park Acreage: 113.4
- Developed Parks: 67.5 acres
- Greenbelts, linear parks, trail corridors, etc.: 45.9 acres

**Cost of Land per Acre**: $536,000
**Cost of Park Development per Acre**: $400,000 per acre for developed parks and (based on recent construction costs)

### Part 1 – PARKLAND DEDICATION

Sec. 1(a) Calculating the Value of Land Dedication

The number of dwelling units per acre of parks is calculated by dividing the population by the total park acreage (LOS) to determine the number of persons per acre:
16,661 ÷ 113.4 = 146.92 (rounded to 147).

Then, divide the number of persons per acre by the average persons per dwelling unit:
147 ÷ 1.57 = 93.4 (rounded to 100).

The result is a land dedication requirement of one (1) acre per 100 dwelling units to meet the current level of service.

Sec. 1(b) Calculating the Fee-in-Lieu of Dedication

The cost of land per acre is $536,000. The fee is the cost for an acre of land divided by the number of dwelling units, 100, per acre based on current level of service: $5,360

### Part 2 – PARK DEVELOPMENT FEES

Sec. 1(a) Residential Fee Calculations

The park development fee per dwelling unit is calculated using a discounted approach to account for the difference in cost of a fully developed park versus a more passive park. The cost of park development per acre of a developed park is $400,000. This cost is divided by the dwelling units per acre of each park type:
$400,000 ÷ 157 = $2,549 fee per dwelling unit for developed parks, greenbelts, trail corridor, etc.

The combined maximum fee for Fee-in-Lieu of Land and Park Development is $7,909 per dwelling unit for developed parks, greenbelts, trail corridor, etc.

Sec. 1(a) Non-Residential Fee Calculations

To determine the fee per square foot of nonresidential development, first divide the number of persons per acre by the cost of park development per acre
$400,000 ÷ 147 = $2,723.00 cost of park development per person per acre (A).

The fee per square foot calculation is (A x B x C x D) / E, whereas:
A = Cost of park development per person per acre
B = Occupancy rate % (Commercial Edge and Economic Pulse)
C = Operational hours %
D = Commuter % (total employees in Addison less population)
E = Square feet per employee (U.S. Green Building Council)

| Type | Sq Ft Per Employee (E) | Occupancy Rate % (B) | Operational Hours % (C) | Commuter % (D) | Fee Per Sq Ft |
|---|---|---|---|---|---|
| Industrial | 2,500 | 95% | 71% | 79% | $0.58 |
| Hotel | 1,500 | 60% | 71% | 79% | $0.61 |
| Retail | 550 | 93% | 38% | 79% | $1.36 |
| Office | 300 | 79% | 24% | 79% | $1.34 |

**City Council (FY24)** **6. a.**

**Meeting Date:** 10/22/2024

**Department:** City Manager

**Key Focus Areas:** Public Safety

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## AGENDA CAPTION:

Consider action on a Resolution authorizing an Interlocal Cooperation Agreement ("ILA") with Metrocrest Hospital Authority, the City of Farmers Branch, the City of Coppell, and the City of Carrollton regarding the purchase of real property for the New North Texas Emergency Communications Center, Inc. ("NTECC") consolidated public safety communications center; authorizing the city manager to take any additional acts to carry out the city's obligations under the ILA, including any subsequent purchase and sales agreement; authorizing the Town's percentage share of project funding, which shall not to exceed 16.8070% of the total closing price for the property; authorizing the city manager to execute the agreement; and providing an effective date.

## BACKGROUND:

The North Texas Emergency Communications Center (NTECC) will be approaching its 15th year of operations at the end of this decade. In May of 2014, NTECC entered a 15-year lease agreement with CyrusOne for their currently occupied space. There is one 5-year renewal option that requires NTECC to provide notification 18 months in advance of the April 2029 ending date.

Anticipating the lead time for various options, including expanding at our current location, relocating, remodeling an existing space, or constructing a new facility, the four participating city managers on the NTECC Board of Directors (Coppell, Addison, Farmers Branch, and Carrollton) requested a space planning analysis from Terry Goswick, NTECC's Executive Director. The analysis revealed that the 30-year cost of leasing would amount to $57,616,540, while constructing a new facility would cost $32,770,416. This information positioned the Board to approve the construction of a new facility.

When NTECC started researching land options, they became aware that Metrocrest Hospital Authority ("MHA") owns undeveloped property adjacent to Medical Parkway north of Hebron Parkway. After working with MHA, they approved the sale of the property to the cities in the total amount of $3,200,000

(including closing costs). The Town of Addison's cost for the property is based on a three-year rolling average of calls for service, which is 16.8070% which equals $537,824. To fund our portion of the facility and construction, Council approved the issuance of $3.4 million in Certificates of Obligation.

**RECOMMENDATION:**

Staff recommends approval of the Interlocal Agreement.

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**Attachments**

Presentation - NTECC 2 ILA
Resolution - NTECC 2 ILA
Agreement - NTECC 2 ILA

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# North Texas Emergency Communications Center Land Purchase

October 22, 2024
City Council Meeting

Ashley Shroyer, Deputy City Manager

# NTECC History

- NTECC was formed in 2014 to provide a high level of public safety communications services and to better coordinate regional partnerships.
- Began providing public safety communications in April 2016.
- Serves Addison, Carrollton, Coppell, and Farmers Branch.
- First 9-1-1 center in the state to utilize the AT&T ESI Net, with 100% uptime.

# Current NTECC Facility

- NTECC currently leases space in a data center.
- 11,800 square feet.
- "As-Is", landlord is not responsible for maintenance.
- The original lease was for 15 years; terminating in April 2029.
- NTECC Board of Directors requested a space planning study to prepare for the future and examine various options:
  - Expand at current location, relocate, remodel an existing space, or construct a new facility.

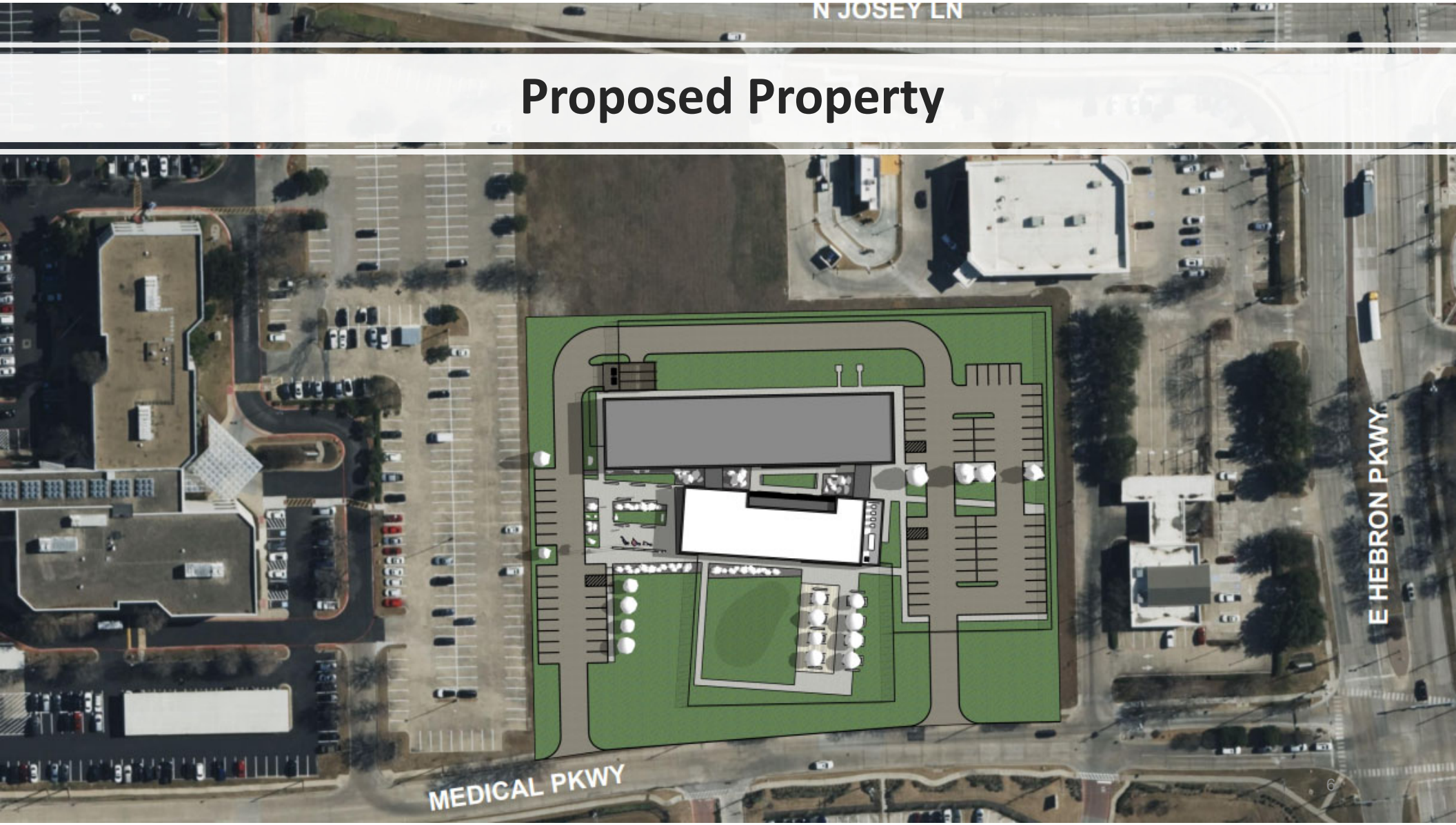
# Results of the Study

- It was determined that retrofitting an existing facility to provide for the needs of a public safety communications facility was cost prohibitive.
- Analysis revealed that the 30-year cost of leasing would amount to $57,616,540, while constructing a new facility would cost $32,770,416 (difference of $24,846,124).
- Town staff presented more information and detail on this analysis to City Council in a work session on January 23, 2024.
- NTECC Board approved construction of a new facility.

# Proposed Property for New Facility

- 4.1 acres of already non-taxable land. Undeveloped property.
- Owned by Metrocrest Hospital Authority.
- Location is flat, multiple utility access points.
- Prime location for the public safety radio network connectivity.
- Sale price of the property is $3,200,00.00, including closing cost.
  - Addison obligation is 16.8070% (based on 3-year rolling average of calls for service), which equals $537,824.
- To fund the Town's portion of the facility and construction, Council recently approved the issuance of $3.4M in Certificates of Obligation in Sept. 2024.

# Proposed Property



# What's Next

- Interlocal agreement to purchase the property considered by all 4 cities; finalize sale of the property.
- Architect, Project Manager and Construction Manager at Risk have been selected.
- NTECC Board approves final cost on construction April 2025.
- Construction begins in October 2025.
- Begin providing Public Safety Communications Services from the new facility in October 2028.
- Vacate current facility in April 2029.

# Questions

# Preparing for the Future

Presented a timeline to the Board of Directors

- Construction to start no later than October 2025

Hired a Consultant to:

- Conduct a needs assessment for growth over 20 years
- Provide a cost estimate
- Develop a standard for space needs

# Preparing for the Future

## Process for Determining Facility Size

Determined the Direction from NTECC Board of Directors

- Original facility was 30k+ sq ft

Develop a sq foot size per staffer

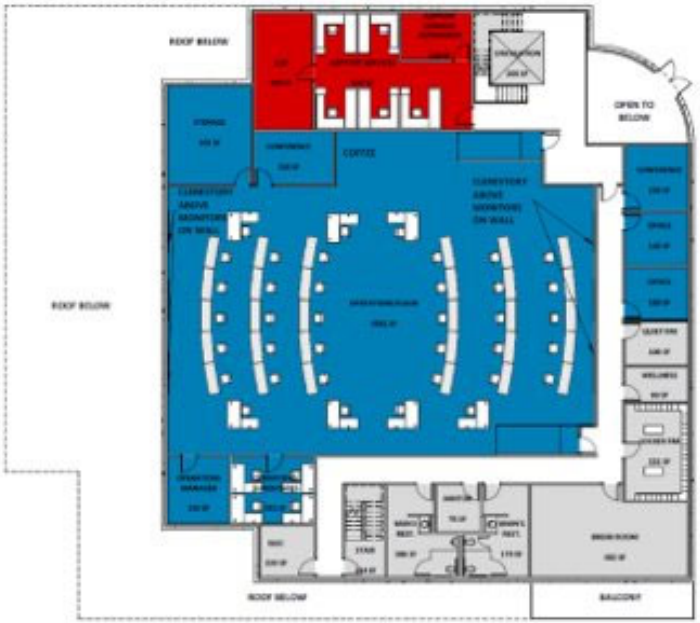
Develop needs assessment for training and operations growth

# Preparing for the Future

First Floor



Second Floor



Parking



# Cost Options

| First 15 Years | | |
|---|---|---|
| | Rent | Buy |
| Rent | $ 22,472,644.13 | $ - |
| Connectivity | $ 135,000.00 | $ - |
| Ownership | $ - | $ 18,270,000.00 |
| Land | $ - | $ 2,500,000.00 |
| Power | $ - | $ 839,678.00 |
| Water | $ - | $ 72,000.00 |
| Garbage Collection | $ - | $ 22,280.40 |
| Facilities Maintenance | $ 127,500.00 | $ 3,000,000.00 |
| Replacement Reserves | $ - | $ 2,066,250.00 |
| **Total Cost:** | **$ 22,735,144.13** | **$ 26,770,208.40** |

| Second 15 Years | | |
|---|---|---|
| | Rent | Buy |
| Rent | $ 34,618,896.11 | $ - |
| Connectivity | $ 135,000.00 | $ - |
| Ownership | $ - | $ - |
| Land | $ - | $ - |
| Power | $ - | $ 839,678.00 |
| Water | $ - | $ 72,000.00 |
| Garbage Collection | $ - | $ 22,280.40 |
| Facilities Maintenance | $ 127,500.00 | $ 3,000,000.00 |
| Replacement Reserves | $ - | $ 2,066,250.00 |
| **Total Cost:** | **$ 34,881,396.11** | **$ 6,000,208.40** |

| 30 Year Cost | | |
|---|---|---|
| | Rent | Buy |
| Total: | $ 57,616,540.24 | $ 32,770,416.80 |
| Per year: | $ 1,920,551.34 | $ 1,092,347.23 |

# Cost Options

| 30 Year Cost Per City | | | | | |
|---|---|---|---|---|---|
| | Rent | | Build | | Difference |
| Addison | $ | 9,729,935.62 | $ | 5,534,071.37 | $ -4,195,864.25 |
| Carrollton | $ | 27,912,793.85 | $ | 15,875,890.58 | $ -12,036,903.27 |
| Coppell | $ | 6,987,215.45 | $ | 3,974,101.22 | $ -3,013,114.24 |
| Farmers Branch | $ | 12,986,595.32 | $ | 7,386,353.64 | $ -5,600,241.69 |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT ("ILA") WITH METROCREST HOSPITAL AUTHORITY, THE CITY OF FARMERS BRANCH, THE CITY OF COPPELL, AND THE CITY OF CARROLLTON REGARDING THE PURCHASE OF REAL PROPERTY FOR THE NEW NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. ("NTECC") CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER; AUTHORIZING THE CITY MANAGER TO TAKE ANY ADDITIONAL ACTS TO CARRY OUT THE CITY'S OBLIGATIONS UNDER THE ILA, INCLUDING ANY SUBSEQUENT PURCHASE AND SALES AGREEMENT; AUTHORIZING THE TOWN'S PERCENTAGE SHARE OF PROJECT FUNDING, WHICH SHALL NOT TO EXCEED 16.8070% OF THE TOTAL CLOSING PRICE FOR THE PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS,** the Town of Addison (herein "Town"), City of Farmers Branch, City of Carrollton, and City of Coppell (collectively, "the Cities") have established the North Texas Emergency Communications Center, Inc. ("NTECC"), a Texas local government corporation authorized under Chapter 431 of the Texas Transpiration Code, to finance, construct, own, manage and operate a regional safety communications center (the "Communications Center"); and

**WHEREAS**, NTECC is currently under a lease agreement with CyrusOne, LLC to house NTECC's operations; and

**WHEREAS**, NTECC has determined the premises leased are not adequate to accommodate NTECC operations as they continue to expand in order to properly provide the NTECC services for the Cities and concluded that it is in the best interest of the Cities for NTECC to acquire real property to construct, own and operate a new Communications Center ("Project"); and

**WHEREAS**, Metrocrest Hospital Authority ("MHA") owns undeveloped property adjacent to Medical Parkway north of Hebron Parkway ("Property"), as more accurately described and depicted within the ILA, attached as Exhibit "A" to this resolution, which is a location the Cities and NTECC have identified as desirable for constructing the Communications Center; and

**WHEREAS**, MHA considered the sale of the Property to the Cities at its August 20, 2024 board meeting and approved the sale in the total amount of $3,200,000 (including closing costs), subject to meeting all conditions of state law, including public notice of the sale to the Cities; and

**WHEREAS**, the Cities desire to acquire the Property, which will be conveyed to NTECC in accordance with the terms of the Agreement, once all costs have been finalized; and

**WHEREAS**, each city will acquire, for conveyance to NTECC, an undivided interest in the Property in accordance with the percentage of costs, based on a three-year rolling average of calls for service, which for the Town is 16.8070%, subject to a right of reversion if NTECC ceases to operate; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the City Manager to take all necessary action to purchase and close on the Property in the amount not to exceed 16.8070% of the total closing price for the Property.

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

**SECTION 1.** The above and foregoing premises and recitals are found to be true and correct and are incorporated herein and made part hereof for all purposes.

**SECTION 2.** The City Manager is hereby authorized to execute the Interlocal Cooperation Agreement between Metrocrest Hospital Authority, as the seller, and the aforementioned Cities, as the buyers, attached hereto as Exhibit A, and take any additional acts to carry out the Town's obligations under the ILA, including any subsequent purchase and sales agreement related to the Property for the Communications Center, including the expenditure of the Town's percentage share of funding, which shall not to exceed 16.8070% of the total closing price for the Property.

**SECTION 3.** This resolution shall be effective immediately from and after the date of its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this ***22nd*** **day of** ***OCTOBER*** **2024.**

**TOWN OF ADDISON, TEXAS**

_____
Bruce Arfsten, Mayor

**ATTEST:**

_____
Valencia Garcia, City Secretary

**INTERLOCAL COOPERATION AGREEMENT**
**[NEW COMMUNICATIONS CENTER PROPERTY PURCHASE]**

This **INTERLOCAL COOPERATION AGREEMENT** ("**Agreement**") is entered into as of the Effective Date by and among **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC**. ("**NTECC**"), a Texas non-profit local government corporation, the **TOWN OF ADDISON,** ("**Addison**"), the **CITY OF CARROLLTON** ("**Carrollton**"), the **CITY OF COPPELL** ("**Coppell**") and the **CITY OF FARMERS BRANCH** ("**Farmers Branch**"), all of whom are Texas home rule municipalities (the Cities and NTECC hereafter referred to collectively as the "**Parties**" or individually as a "**Party**").

**RECITALS**

**WHEREAS**, the Cities are political subdivisions within the State of Texas engaged in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, NTECC is a Texas local government corporation organized by the Cities pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code to assist the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including without limitation, financing, constructing, owning, managing and operating a regional public safety communications center (the "**Center**") on behalf and for the benefit of the Cities; and

**WHEREAS,** the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "**Act**") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, the Parties are parties to the Operations Agreement; and

**WHEREAS**, pursuant to the authority granted by that certain *Interlocal Agreement Regarding Consolidated Dispatch Center Lease* among the Parties effective on or about May 2, 2014, NTECC entered into a lease agreement with CyrusOne, LLC (the "**Lease**") to house NTECC's operation; and

**WHEREAS**, the initial term of the Lease ends April 30, 2029; and

**WHEREAS**, NTECC has determined the premises leased pursuant to the Lease are not adequate to accommodate NTECC operations as such continue to expand in order to properly provide the NTECC Services for the Cities; and

**WHEREAS**, having considered NTECC's needs for larger facilities, the current and future rent being paid by NTECC pursuant to the Lease, and the cost associated with expanding the Communications Center by leasing additional space from CyrusOne, LLC, the Parties have determined it is in their best interest to develop the Project; and

**WHEREAS**, Section 1.08 of the NTECC Bylaws provides that NTECC, through its Board of Directors, may approve capital improvements, services, or other projects consistent with the purposes of NTECC to assist the Cities in the performance of their governmental functions (each an "**Approved Project**"); provided, however, each City has the right to elect not to participate in any Approved Project and such City shall not be responsible for funding such Approved Project through any required contribution agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of (i) acknowledging and agreeing that the Project is an Approved Project pursuant to the NTECC Bylaws and (ii) setting forth the terms and conditions by which the Parties agree to provide funding for purchase of the land for use in the Project (i.e., the Property).

**NOW, THEREFORE,** for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

## I. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

**"Business Day"** means any day other than a Saturday, Sunday, a Federally recognized holiday, the day after Thanksgiving, and Christmas Eve.

"**Cities**" means, collectively, Addison, Carrollton, Coppell, and Farmers Branch.

"**City**" means Addison, Carrollton, Coppell, or Farmers Branch, respectively, when referred to individually.

"**Effective Date"** means the date this Agreement has been approved by the governing bodies of all of the Parties and signed by the authorized representatives of every Party.

"**Facilities**" shall have the meaning set forth in the Operations Agreement.

"**Governing Documents**" means, collectively, (i) the *Certificate of Formation of North Texas Emergency Communications Center, Inc.*, as amended; (ii) the NTECC Bylaws, and (iii) the Operations Agreement.

"**MHA**" means the Metrocrest Hospital Authority.

"**New Communications Center**" or "**Center**" means, collectively, (i) the Property, (ii) the building to be constructed and owned by NTECC on the Property for the purpose of housing NTECC's offices and operations center and used for providing the NTECC Services to the Cities and others as provided in the Operations Agreement, and (iii) such additional parking, landscaping, and other improvements constructed on the Property in association with the use of the Property by NTECC.

"**NTECC Bylaws**" means the Amended and Restated Bylaws of the North Texas Emergency Communications Center, Inc. approved by the NTECC Board of Directors on April 12, 2018.

"**NTECC Services**" means, collectively, the Public Safety Communications Services and Radio System Services as defined in the Operations Agreement.

"**Operations Agreement**" means, collectively, that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* effective December 19, 2014, as amended by that certain *First Amendment to Consolidated Public Safety Communications and Dispatch Operations Agreement* effective January 22, 2019, and supplemented by that certain Addendum to *Consolidated Public Safety Communications and Dispatch Operations Agreement (Radio System Transfer)* setting for the terms and conditions pursuant to which NTECC shall own, manage, operate, and maintain the Facilities for the benefit of the Cities, provide the NTECC Services to the Cities and others, and the Cities' obligations to pay for same.

"**Project**" means (i) the design and construction of the New Communications Center, (ii) the purchase and installation of all furniture, fixtures, and equipment to be acquired in furnish and equip the New Communications Center (not including any new radio system equipment), and (iii) the purchase of the Property.

**"Property"** means the western 4.298± acres out of Lot 2, Block 1, Trinity Medical Center Lots 1R1, 2, & 3, Block 1, an addition to the City of Carrollton, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 13, Plat Records, Denton County, Texas, depicted and labelled as "Lor 2R-1" on **Exhibit "A"** attached hereto and incorporated herein by reference.

"**Property Cost**" means the (i) Purchase Price of the Property, which the Parties understand and acknowledge to be $3,100,000 as of the Effective Date, (ii) Closing Costs, and (iii) such other costs to be paid by the Cities (as the Buyers) incurred in association with the purchase of the Property as set forth in the Property Purchase Agreement or in this Agreement, which the Parties agree cumulatively will not exceed $3,200,000.

"**Property Cost Share**" means each City's respective percentage share of the Property Cost to be paid pursuant to this Agreement, which percentages are as follows and shall remain unchanged throughout the Term of this Agreement unless adjusted pursuant to the withdrawal of a City pursuant to Section 2.02:

| | |
|---|---|
| Addison | 16.8070% |
| Carrollton | 48.7819% |
| Coppell | 11.9524% |
| Farmers Branch | 22.4587% |

"**Property Purchase Agreement**" means a purchase and sale agreement setting forth the terms and conditions relating to the purchase of the Property by the Cities from MHA.

## II. TERM

**2.01** **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date and terminate on the conveyance of the Property to NTECC, subject to such terms and provisions of this Agreement that survive such termination.

**2.02** **Agreed Termination**. This Agreement may be terminated by written agreement of all of the Parties at any time. If the Parties mutually agree to terminate this Agreement after conveyance of the Property to NTECC and take no further action with respect to development of the Project, not later than thirty (30) days following receipt of written request of the Cities, NTECC will reconvey the Property to the Cities in accordance with Section 3.02(b) and the fee simple determinable condition set forth in the deed from the Cities to NTECC as described in Section 3.02(b). Nothing herein shall prohibit NTECC, upon approval of NTECC's board of directors, from reconveying the Property to the Cities in accordance with the fee simple determinable condition set forth in the deed without receiving a written request from the Cities for such reconveyance.

## III. PURCHASE OF THE PROPERTY

**3.01** **Approved Project**. The Cities acknowledge and agree the Project is an Approved Project pursuant to Section 1.08 of the NTECC Bylaws.

**3.02** **Purchase of the Property**. The Cities agree to purchase the Property and convey the Property to NTECC subject to the following:

**(a)** By this Agreement, the Cities hereby authorize their respective City Managers to negotiate and sign a purchase agreement with MHA to purchase the Property subject to the following:

**(1)** The purchase price of the Property will not exceed $3,100,000;

**(2)** The Cities, as buyers, will pay all closing costs other than any costs incurred by MHA to release any liens on the Property, which closing costs are estimated to not exceed $100,000.00;

**(3)** The closing date will not be prior to October 15, 2024;

**(4)** The Property will be conveyed to the Cities with each acquiring an undivided fee simple interest in the Property equal to the percentages of the Cities' respective Property Cost Share;

**(5)** The Cities will wire their Property Cost Share of the earnest money to the title company not later than the fifth ($5^{th}$) business day after the Effective Date of the Property Purchase Agreement;

**(6)** The Parties and MHA shall be responsible for their respective attorneys' fees; and

**(7)** The Cities will wire to the title company their Property Cost Share of the purchase price and closing costs not later than one (1) business day prior to the closing date provided not later than three (3) business days prior to the closing date the City has received a final unsigned draft of the settlement statement setting forth the balance of funds remaining to be paid by the Cities at closing.

**(b)** Concurrently with the closing on the purchase of the Property by the Cities from MHA, pursuant to Tex. Loc. Govt. Code §253.011, the Cities will convey to their respective undivided interests to NTECC by special warranty deed (the "**Deed**") subject to a fee simple determinable condition that reads as follows:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee does not execute a document that purports to sell, lease, or transfer all or any part of the Property or any improvements constructed upon the Property and Grantee uses the Property for a public purpose that benefits Grantors, as described below:
>
> 1. Grantee does not execute a document that purports to sell, lease, or transfer all or any part of the Property or any improvements constructed upon the Property except as otherwise authorized in writing by the Grantors;
>
> 2. The Property will be used by Grantee in carrying out a public purpose that benefits the public interest of Grantors, including specifically, but not limited to (a) communication and dispatching services between (i) the public or (ii) other federal, state, and local public safety agencies, and Grantors' police, fire, emergency medical services, and other departments in the furtherance of improved public safety and emergency response with or adjacent to Grantors' corporate limits, public safety communications and dispatching and (b) such other public purpose that benefits the public interest of Grantors as authorized in writing by Grantors; and
>
> 3. Fee title and the right to possession of the Property and all improvements constructed on the Property shall automatically revert to Grantors in the same percentage of undivided interests originally conveyed to Grantee by the respective Grantors if (i) Grantee ceases to use the Property in carrying out the above-described public purposes benefiting the interests of Grantors or (ii) Grantee's construction of improvements on the Property to be used for the above-described purposes does not commence on or before the third (3rd) anniversary of the date of this Special Warranty Deed.

**(c)** For sake of efficiency and coordination, the Parties agree that NTECC's general counsel shall be designated as the primary contact to communicate with the title company, MHA, and MHA's attorneys with respect to the preparation of documents and the coordination and performance of such acts as may be necessary to close on the purchase of the Property by the Cities; provided, however:

**(1)** Nothing herein shall be construed as prohibiting Cities' respective representatives and attorneys from communicating in any manner directly with the title company, MHA, or MHA's attorneys;

**(2)** All documents to be executed by the respective Cities in association with the closing shall be submitted to and approved by each City and their respective attorneys prior to execution; and

**(3)** In no case shall NTECC's general counsel be deemed to be serving as legal counsel for Carrollton, Farmers Branch, or Addison.

## IV. MISCELLANEOUS

**4.01** **Notice**. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective Party at the following address:

If intended for Town of Addison:

Town of Addison
Attn: City Manager
P.O. Box 9010
Addison, Texas 75001

With copy(ies) to:

Whitt L. Wyatt
Wyatt Hamilton Findlay, PLLC
5810 Long Prairie Road, Ste 700-200
Flower Mound, Texas 75028

If intended for City of Carrollton:

City of Carrollton
Attn: City Manager
1945 E. Jackson Road
Carrollton, Texas 75006

With copy(ies) to:

City Attorney
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

If intended for City of Coppell:

City of Coppell
Attn: City Manager
255 E. Parkway Boulevard
Coppell, Texas 75019

With copy(ies) to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

| | |
|---|---|
| If intended for City of Farmers Branch: | With copy(ies) to: |
| City of Farmers Branch<br>Attn: City Manager<br>13000 William Dodson Parkway<br>Farmers Branch, Texas 75234 | Whitt L. Wyatt<br>Wyatt Hamilton Findlay, PLLC<br>5810 Long Prairie Road, Ste 700-200<br>Flower Mound, Texas 75028 |
| If intended for NTECC: | With copy(ies) to: |
| NTECC<br>Attn: Terry Goswick, Jr., Executive Director<br>1649 W. Frankford Rd., Suite 150<br>Carrollton, Texas 75007 | Kevin B. Laughlin<br>Nichols, Jackson, Dillard, Hager & Smith, LLP<br>500 N. Akard, Suite 1800<br>Dallas, Texas 75201 |

**4.02** **Governing Law**. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**4.03** **Party Responsibility**. To the extent allowed by law, and without waiving any governmental immunity available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement.

**4.04** **Immunity**. It is expressly understood and agreed that, in the performance of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

**4.05** **Entire Agreement; Conflicts**. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement. Notwithstanding the foregoing to the contrary, nothing in this Agreement is intended to amend the Governing Documents. Unless expressly stated herein, in the event of an irreconcilable conflict between this Agreement or any provision of the Governing Documents, the provision in Governing Document shall control unless the Parties otherwise agree in writing.

**4.06** **Recitals**. The recitals to this Agreement are incorporated herein.

**4.07** **Amendment**. This Agreement may be amended by the written agreement of all Parties.

**4.08 Place of Performance**. Performance and all matters related thereto shall be in Dallas County, Texas.

**4.09 Authority to Enter Agreement.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to sign this Agreement. The persons signing this Agreement hereby represent that they have authorization to sign on behalf of their respective Party.

**4.10 Severability**. If 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**4.11 Counterparts**. This Agreement may be signed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**4.12 Assignment**. No Party may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Parties.

**4.13 Consents**. Unless expressly stated otherwise, whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay or deny such consent or approval.

**4.14 Good Faith Negotiation; Dispute Mediation**. Whenever a dispute or disagreement arises under the provisions of this Agreement, the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation, the costs of which shall be shared equally, prior to engaging in litigation (unless delaying the filing of a lawsuit might result in the lawsuit being barred, including but not limited to a bar by a statute of limitations). The provisions of this Section 4.14 shall survive termination.

**4.15 Survival of Covenants**. Any of the representations, warranties, covenants, 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.

**4.16 Source of Payment.** Each City paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying City or from funds otherwise lawfully available to the City for use in the payment of the City's obligations pursuant to this Agreement including, but not limited to, each City's respective Property Cost Share. Each City hereby warrants and represents that, as of the Effective Date, it has either (i) identified and appropriated funds to pay its Property Cost Share and/or (ii) has taken such steps reasonably necessary to sell certificates of obligation or other debt instruments in accordance with applicable state law before October 15, 2024, to provide funds in an amount sufficient to pay such City's Property Cost Share.

**4.17 Force Majeure**. No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Parties' respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the affected Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

(Signatures on Following Pages)

*Addison Signature Page*

**SIGNED AND AGREED** this _____ day of _____ 2024.

TOWN OF ADDISON

By:_____
David Gaines, City Manager

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

***Carrollton Signature Page***

SIGNED AND AGREED this _____ day of _____ 2024.

CITY OF CARROLLTON

By:_____
Erin Rinehart, City Manager

ATTEST:

_____
Chloe Sawatzky, City Secretary

APPROVED AS TO FORM:

_____
Meredith A. Ladd, City Attorney

***Coppell Signature Page***

**SIGNED AND AGREED** this _____ day of _____ 2024.

CITY OF COPPELL

By:_____
Michael Land, City Manager

ATTEST:

_____
Ashley Owens, City Secretary

APPROVED AS TO FORM:

_____
Robert Hager, City Attorney

***Farmers Branch Signature Page***

**SIGNED AND AGREED** this _____ day of _____ 2024.

CITY OF FARMERS BRANCH

By:_____
Benjamin W. Williamson, City Manager

ATTEST:

_____
Stacy Henderson, City Secretary

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

*NTECC Signature Page*

**SIGNED AND AGREED** this ____ day of _____ 2024.

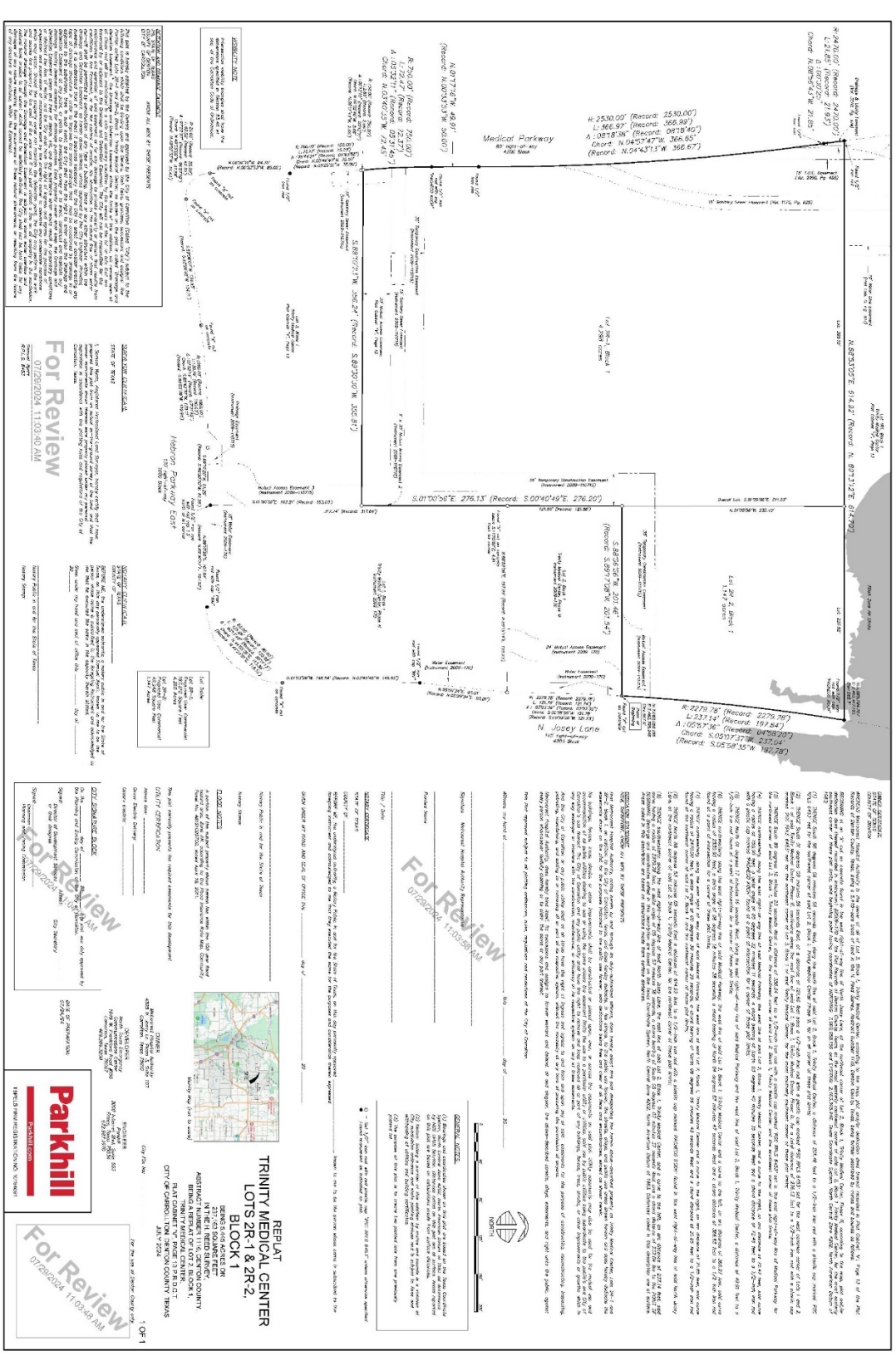
**NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.**

By:_____
Benjamin W. Williamson, President

APPROVED AS TO FORM:

_____
Kevin B. Laughlin, General Counsel

# Exhibit "A"
# Depiction of the Property






(kbl:9/17/2024:4872-9719-1142, v. 1)