



Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road  
(972) 450-7000 Fax: (972) 450-7043

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**AGENDA**

**WORK SESSION OF THE CITY COUNCIL**

**6:00 P.M.**

**AND**

**REGULAR MEETING OF THE CITY COUNCIL**

**7:30 P.M.**

**MARCH 25, 2008**

**TOWN HALL**

**5300 BELT LINE ROAD**

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**WORK SESSION**

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Item #WS1 - Presentation by Edwin Flores, DISD Board, regarding the Dallas Independent School District Bond Program and other school issues.

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Item #WS2 - Discussion regarding the following property acquisitions:

- a) .63 acres located at 4099 Brookhaven Club Drive (adjacent to UDR development).
- b) 1.75 acres located at 15810-15812 Addison Road.

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Item #WS3 - Discussion regarding a Texas Parks and Wildlife Outdoor Recreation Grant Application for the proposed Vitruvian Park located in the UDR development.

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Item # WS4 - Discussion regarding a contract with Interprise Design for a facility review of the Police and Courts building for possible renovation.

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### REGULAR SESSION

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

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#2a - Approval of the Minutes for:  
March 11, 2008, Regular City Council Meeting and Work Session

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Item #R3 - Presentation and briefing on the Town wide WiFi network upgrade by a representative from RedMoon.

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Item #R4 - Consideration and approval of a resolution relating to the giving of notice of intention to issue Town of Addison, Texas, combination tax and revenue certificates of obligation, Series 2008.

Attachments:

1. Council Agenda Item Overview
2. Resolution-Notice of Intent to Issue 2008 Certificates of Obligation
3. Addison Certificates of Obligation 031808
4. Addison UDR Update 031708
5. Addison Certificates of Obligation Timetable Series 2008

Administrative Recommendation:

Administration recommends approval.

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Item #R5 - Consideration and approval to terminate the Aloha Environmental contract for roll-off trash containers (dumpsters) which was included in the **restroom and trash removal** bid (07-24) for the 2008 special event season, and awarding the contract to the second low bidder, Moore Disposal.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R6 - Consideration and approval authorizing the City Manager to enter into a contract with Interprise Design for a facility review of the Police and Courts building for possible renovation.

Attachments:

1. Council Agenda Item Overview
2. Proposal

Administrative Recommendation:

Administration recommends approval.

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Item #R7 - Consideration and approval of award of bid to Overhead Door Company of Ft. Worth, for the purchase and installation of fire apparatus bay doors and associated hardware and controllers at Central Fire and Fire Station #2 in the amount of \$58,169.00

Attachments:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

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Item #R8 - **PUBLIC HEARING.** (Case 1522-Z/Town of Addison) Consideration and approval of an Ordinance amending Appendix A of the Code of Ordinances (The Comprehensive Zoning Ordinance), Article XXI, Landscaping Regulations, by amending Sections 1-13 regarding landscaping, on application from the Town of Addison, represented by Mr. Slade Strickland.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

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Item #R9 - **PUBLIC HEARING.** To notify the public of proposed park improvements planned on a tract of land located within a floodplain/wetland associated with the Vitruvian Development. The project will have certain environmental impacts on the floodplain/wetland area. The property is located approximately one mile north of the intersection of I-635 and Marsh Lane in Addison, Texas, and is bound by Spring Valley Road to the north, a multi-family residential community to the east, Brookhaven College to the South and Marsh Lane to the west.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R10 - **PUBLIC HEARING.** Consideration and approval of a resolution authorizing an application to the Texas Parks and Wildlife Department (TPWD), Recreation Grants Branch, Local Park Grant Program, for a fifty percent matching fund reimbursement grant.

Attachments:

1. Council Agenda Item Overview
2. Resolution

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Administrative Recommendation:

Administration recommends approval.

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Adjourn Meeting

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Posted:

March 21, 2008 at 5:00 P.M.

Mario Canizares - City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS  
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL  
WORK SESSION**

March 11, 2008  
6:30 P.M. – Town Hall  
5300 Belt Line Road  
Upstairs Conference Room

Present: Mayor Chow, Councilmembers Braun, Kraft, Meier, Mellow and Niemann

Absent: Councilmember Hirsch

Work Session

Item #WS1 - Discussion regarding update on plans for new WorldFest Event.

Barbara Kovacevich presented this Item. There was no action taken.

Item #WS2 - Discussion regarding deployment of a Wireless network at Addison Circle Park.

Hamid Khaleghipour presented this Item. There was no action taken.

Councilmember Hirsch arrived at 7:28 P.M.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL  
REGULAR SESSION**

March 11, 2008  
7:30 P.M. – Town Hall  
5300 Belt Line Road  
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Meier, Mellow and Niemann

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Cameron Caldwell with the Public Works Department and Gordon Robbins with the Fire Department.

Ron Davis introduced the following new officers to the Council: Denise Dimonda, Veronica Limon and Brandy Prehoda.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

February 23, 2008, Special Meeting and Work Session  
February 26, 2008, Regular City Council Meeting and Work Session

Councilmember Niemann moved to duly approve the February 23, 2008, Special Meeting and Work Session Minutes as written. The February 26, 2008, Regular City Council Meeting and Work Session Minutes were approved with the following corrections:

Item #R3 should be corrected to add the following:

“Councilmember Niemann recused himself for Item #R3 but did not leave Council Chambers.”

In Item #R8:

Delete the "of" before the word "award."

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R3 - Consideration and approval of a festival consulting agreement with DFW International Community Alliance in an amount not to exceed \$30,000 for WorldFest 2008, subject to approval of the City Attorney.

Councilmember Niemann moved to duly approve a festival consulting agreement with DFW International Community Alliance in an amount not to exceed \$30,000 for WorldFest 2008, subject to the approval of the City Attorney.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R4 - Presentation of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting to the Town of Addison for its Comprehensive Annual Financial Report (CAFR).

Mayor Chow presented to Randy Moravec, on behalf of the Town of Addison, the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the Town of Addison Comprehensive Annual Financial Report (CAFR).

There was no action taken on this item.

Item #R5 - Discussion and consideration of approval of, and authorizing the City Manager to execute, an Interlocal Agreement for Cooperative Purchasing for TMRS Actuarial Shared Services with the North Central Texas Council of Governments, a related agreement with Gabriel Roeder Smith & Company ("GRS"), and a related Non-Disclosure Agreement with the Texas Municipal Retirement System ("TMRS"), regarding the provision of certain actuarial services (pension consulting) by GRS in connection with the Town of Addison's participation in the TMRS.

Councilmember Kraft moved to duly approve and authorize the City Manager to execute an Interlocal Agreement for Cooperative Purchasing for TMRS Actuarial Shared Services with the North Central Texas Council of Governments, a related agreement with Gabriel Roeder Smith & Company ("GRS"), and a related Non-Disclosure



Agreement with the Texas Municipal Retirement System (“TMRS”), regarding the provision of certain actuarial services (pension consulting) by GRS in connection with the Town of Addison’s participation in the TMRS, subject to review and approval of the City Attorney.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R6 - Consideration and acceptance of the Town of Addison Comprehensive Annual Financial Report for the fiscal year ended September 30, 2007.

Councilmember Niemann moved to duly approve and accept the Town of Addison Comprehensive Annual Financial Report for the fiscal year ended September 30, 2007.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R7 - Consideration and approval of an ordinance granting meritorious exception to Section 62-162, Premises Sign and Section 62-163, Area, of the Signs Ordinance, for Tom Thumb located at 14280 Marsh Lane.

Councilmember Braun moved to duly approve Ordinance No. 008-004 granting meritorious exception to Section 62-162, Premises Sign and Section 62-163, Area, of the Signs Ordinance, for Tom Thumb located at 14280 Marsh Lane.

Councilmember Meier seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R8 - **PUBLIC HEARING** (FINAL PLAT/Thomas Developments Addition) and consideration of approval of a final plat for two lots on 2.1602 acres of land, located at the southeast corner of Keller Springs Road and Midway Road, on application from Thomas A. Spagnola, represented by Mr. Jerry DeFeo.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Braun moved to duly approve the FINAL PLAT/Thomas Developments Addition for two lots on 2.1602 acres of land, located at the southeast corner of Keller Springs Road and Midway Road, on application from Thomas A. Spagnola, represented by Mr. Jerry DeFeo.

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R9 - **PUBLIC HEARING** (Case 1553-Z/Hotel Intercontinental) and consideration of approval of an ordinance amending an existing Planned Development ordinance (Ordinance #601) in order to revise conditions for parking requirements and building height, located at the Hotel Intercontinental, 15201 Dallas Parkway, on application from Sunshine Holdings I Corp, (DBA Hotel Intercontinental), represented by Mr. Kirk Williams of Winstead PC.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Kraft moved to duly approve Ordinance No. R08-005 amending an existing Planned Development ordinance (Ordinance #601) in order to revise conditions for parking requirements and building height, located at the Hotel Intercontinental, 15201 Dallas Parkway, on application from Sunshine Holdings I Corp, (DBA Hotel Intercontinental), represented by Mr. Kirk Williams of Winstead PC.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann  
Voting Nay: None  
Absent: None

Item #R10 - **PUBLIC HEARING** (Case 1522-Z/Town of Addison) and consideration of approval of an Ordinance amending Appendix A of the Code of Ordinances (The Comprehensive Zoning Ordinance), Article XXI, Landscaping Regulations, by amending Sections 1-13 regarding landscaping, on application from the Town of Addison, represented by Mr. Slade Strickland.

Mayor Chow opened the meeting as a public hearing.

This Item was tabled until the March 25, 2008, Council Meeting.

Item #R11 - Consideration and approval authorizing the City Manager to execute an advertising contract with the Dallas Morning News to provide for advertising in the Dallas Morning News/Guide, Quick and Neighbors in amount not to exceed \$98,308.

Councilmember Kraft moved to duly approve authorizing the City Manager to execute an advertising contract with the Dallas Morning News to provide for advertising in the Dallas Morning News/Guide, Quick and Neighbors in amount not to exceed \$98,308.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

There being no further business before the Council, the meeting was adjourned.

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Mayor-Joe Chow

Attest:

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City Secretary-Mario Canizares

**Item #WS1 – There are no attachments for this Item.**

**Item #WS2 – There are no attachments for this Item.**

**Item #WS3 – There are no attachments for this Item.**

**Item #WS4 – There are no attachments for this Item.**

**ITEM #R3**

There are no Attachments for this Item.



## **Council Agenda Item: #R4**

### **SUMMARY:**

Council approval is requested of a resolution giving notice of the intent of the Town to issue no more than \$34.5 million in certificates of obligation.

### **FINANCIAL IMPACT:**

Although the debt will be issued as one series, it has three components. The first component is the amount needed to fund the infrastructure associated with the UDR project. Through its agreement with UDR, the Town has committed to fund \$23,290,007 in public improvements for the first phases of development. This amount, plus the costs of issuing the debt, has been rounded up to \$23,500,000. Assuming a 25-year maturity and a 4.6% annual interest rate, the annual debt service associated with this component will average \$1,638,560. Assuming the Town's existing tax rate and taxable property values, the net additional tax rate needed to service this debt (and the \$16.6 million of the second funding) will be as high as 4.8¢. As the buildings associated with the UDR development are completed and become taxable, the net tax rate related to this component of the debt will eventually decline to zero and the development will begin providing a net financial benefit to the Town.

The second component of the debt is a \$6 million issue that will fund the acquisition of two pieces of property that will be discussed with Council at the workshop session. Assuming a 25-year maturity and a 4.6% interest rate, the average annual debt service is estimated to be \$410,000. This debt service will require an approximate tax rate of 1.2¢.

The third component is a \$5 million issue for a second overhead water storage facility. With a 20-year maturity and 4.6% interest rate assumption, the average annual debt service is expected to be \$407,780, which will be paid from the Utility fund. This debt has been back-loaded as much as possible until after 2013, when the majority of the Utility fund rolls off. Attached to this memo are various schedules relating to the contemplated debt issue.

### **BACKGROUND:**

The issuance of this debt has been discussed with council over the past two months. Council's approval of notice does not approve the issuance of the debt. The decision to issue the debt is scheduled for the May 13<sup>th</sup> meeting. The notice establishes a ceiling for the debt issuance. Prior to May 13<sup>th</sup>, the Town can decide to issue less debt, but cannot issue more. A schedule of events related to the debt sale is attached.

### **RECOMMENDATION:**

It is recommended Council approve the attached resolution.

A RESOLUTION RELATING TO THE GIVING OF NOTICE OF INTENTION TO ISSUE TOWN OF ADDISON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2008

WHEREAS, the Town of Addison, Texas (the "Town"), pursuant to Subchapter C, Chapter 271, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation for the purpose of paying contractual obligations to be incurred for the purposes set forth in Exhibit A hereto; and

WHEREAS, the City Council of the Town has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law;

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the Town is hereby authorized and directed to issue a notice of intention to issue certificates of obligation in substantially the form set forth in Exhibit A hereto incorporated herein by reference for all purposes.

Section 3. The notice as set forth in Exhibit A shall be published once a week for two consecutive weeks, the date of the first publication being not later than the 31st day prior to the date set forth in the foregoing notice for passage of the ordinance authorizing the Combination Tax and Revenue Certificates of Obligation. Such notice shall be published in a newspaper of general circulation in the area of the Town of Addison, Texas.

Section 4. This resolution shall take effect from and after the date of its passage.

FINALLY PASSED, APPROVED AND EFFECTIVE this 25<sup>th</sup> day of March, 2008.

TOWN OF ADDISON, TEXAS

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Mayor

ATTEST:

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City Secretary

Exhibit A

NOTICE OF INTENTION TO ISSUE TOWN OF  
ADDISON, TEXAS COMBINATION TAX AND  
REVENUE CERTIFICATES OF OBLIGATION,  
SERIES 2008

NOTICE IS HEREBY GIVEN that on May 13, 2008, the City Council of the Town of Addison, Texas, at 7:30 p.m. at a regular meeting of the City Council to be held at the Town Hall, 5300 Beltline, Addison, Texas, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of not to exceed \$34,500,000 principal amount of Certificates of Obligation for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) water, sewer, drainage, park and street improvements including sidewalks, street lighting, landscaping, extensions and relocations, and acquisition of land and rights-of-way in connection therewith, relating to the Brookhaven redevelopment project (generally located at a 100 acre site in west Addison, north of LBJ Freeway along Brookhaven Club Drive near Brookhaven College), the intersection of Brookhaven Club Drive and Spring Valley Road and other areas of the Town as determined necessary by the City Council; (ii) acquisition and construction of a water tower for the Town; (iii) acquisition of land located at 15810 and 15812 Addison Road for construction of a connector street to Addison Circle and related street improvements, and to use for municipal storage and/or public parking and such other uses as may be determined by the City Council (collectively with items (i) and (ii), the "Project") and (iv) payment of professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum, and shall have a maximum maturity date of not later than thirty (30) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax, levied within the limits prescribed by law, against all taxable property within the Town sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the Town's combined waterworks and sewer system, such pledge of surplus revenues being limited to \$1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the Town of Addison, Texas.

GIVEN THIS March 25, 2008.

/s/ Mario Canizares  
City Secretary  
Town of Addison, Texas

Preliminary

**\$34,500,000**

Town of Addison, Texas

Combination Tax & Revenue Certificates of Obligation, Series 2008

Summary

## Total Issue Sources And Uses

Dated 04/15/2008 | Delivered 05/22/2008

	UDR Expenses (\$23.5 Million)	Water and Sewer Supported (\$5 Million)	Tax Supported \$6 Million	Issue Summary
<b>Sources Of Funds</b>				
Par Amount of Bonds	\$23,500,000.00	\$5,000,000.00	\$6,000,000.00	\$34,500,000.00
Accrued Interest from 04/15/2008 to 05/22/2008	111,102.78	23,638.89	28,366.67	163,108.34
<b>Total Sources</b>	<b>\$23,611,102.78</b>	<b>\$5,023,638.89</b>	<b>\$6,028,366.67</b>	<b>\$34,663,108.34</b>
<b>Uses Of Funds</b>				
Deposit to Debt Service Fund	111,102.78	23,638.89	28,366.67	163,108.34
Deposit to Project Construction Fund	23,500,000.00	5,000,000.00	6,000,000.00	34,500,000.00
<b>Total Uses</b>	<b>\$23,611,102.78</b>	<b>\$5,023,638.89</b>	<b>\$6,028,366.67</b>	<b>\$34,663,108.34</b>

TIF COs 4/15/08 3 yrs int | Issue Summary | 3/19/2008 | 11:17 AM

Preliminary

**\$34,500,000**

Town of Addison, Texas

Combination Tax & Revenue Certificates of Obligation, Series 2008

Summary

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/30/2008	-	-	-	-
09/30/2009	45,000.00	4.600%	2,114,965.00	2,159,965.00
09/30/2010	140,000.00	4.600%	1,581,710.00	1,721,710.00
09/30/2011	145,000.00	4.600%	1,575,155.00	1,720,155.00
09/30/2012	780,000.00	4.600%	1,553,880.00	2,333,880.00
09/30/2013	820,000.00	4.600%	1,517,080.00	2,337,080.00
09/30/2014	1,095,000.00	4.600%	1,473,035.00	2,568,035.00
09/30/2015	1,150,000.00	4.600%	1,421,400.00	2,571,400.00
09/30/2016	1,205,000.00	4.600%	1,367,235.00	2,572,235.00
09/30/2017	1,255,000.00	4.600%	1,310,655.00	2,565,655.00
09/30/2018	1,315,000.00	4.600%	1,251,545.00	2,566,545.00
09/30/2019	1,380,000.00	4.600%	1,189,560.00	2,569,560.00
09/30/2020	1,445,000.00	4.600%	1,124,585.00	2,569,585.00
09/30/2021	1,510,000.00	4.600%	1,056,620.00	2,566,620.00
09/30/2022	1,585,000.00	4.600%	985,435.00	2,570,435.00
09/30/2023	1,665,000.00	4.600%	910,685.00	2,575,685.00
09/30/2024	1,735,000.00	4.600%	832,485.00	2,567,485.00
09/30/2025	1,820,000.00	4.600%	750,720.00	2,570,720.00
09/30/2026	1,905,000.00	4.600%	665,045.00	2,570,045.00
09/30/2027	1,995,000.00	4.600%	575,345.00	2,570,345.00
09/30/2028	2,090,000.00	4.600%	481,390.00	2,571,390.00
09/30/2029	1,715,000.00	4.600%	393,875.00	2,108,875.00
09/30/2030	1,795,000.00	4.600%	313,145.00	2,108,145.00
09/30/2031	1,880,000.00	4.600%	228,620.00	2,108,620.00
09/30/2032	1,970,000.00	4.600%	140,070.00	2,110,070.00
09/30/2033	2,060,000.00	4.600%	47,380.00	2,107,380.00
<b>Total</b>	<b>\$34,500,000.00</b>	<b>-</b>	<b>\$24,861,620.00</b>	<b>\$59,361,620.00</b>

### Yield Statistics

Accrued Interest from 04/15/2008 to 05/22/2008	163,108.34
Bond Year Dollars	\$540,470.00
Average Life	15.666 Years
Average Coupon	4.6000000%
Net Interest Cost (NIC)	4.6000000%
True Interest Cost (TIC)	4.5973512%
Bond Yield for Arbitrage Purposes	4.5969243%
All Inclusive Cost (AIC)	4.5969243%

### IRS Form 8038

Net Interest Cost	4.5698210%
Weighted Average Maturity	15.666 Years

TIF COs 4/15/08 3 yrs int | Issue Summary | 3/19/2008 | 11:17 AM

Preliminary

**\$23,500,000**

Town of Addison, Texas

Combination Tax & Revenue Certificates of Obligation

Series 2008 - UDR Expenses (\$23.5 Million)

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
09/30/2008	-	-	-	-	-
09/30/2009	-	-	1,441,333.33	1,441,333.33	1,441,333.33
09/30/2010	-	-	1,081,000.00	1,081,000.00	1,081,000.00
09/30/2011	-	-	1,081,000.00	1,081,000.00	1,081,000.00
09/30/2012	630,000.00	4.600%	1,066,510.00	1,696,510.00	1,696,510.00
09/30/2013	660,000.00	4.600%	1,036,840.00	1,696,840.00	1,696,840.00
09/30/2014	695,000.00	4.600%	1,005,675.00	1,700,675.00	1,700,675.00
09/30/2015	725,000.00	4.600%	973,015.00	1,698,015.00	1,698,015.00
09/30/2016	760,000.00	4.600%	938,860.00	1,698,860.00	1,698,860.00
09/30/2017	795,000.00	4.600%	903,095.00	1,698,095.00	1,698,095.00
09/30/2018	830,000.00	4.600%	865,720.00	1,695,720.00	1,695,720.00
09/30/2019	870,000.00	4.600%	826,620.00	1,696,620.00	1,696,620.00
09/30/2020	915,000.00	4.600%	785,565.00	1,700,565.00	1,700,565.00
09/30/2021	955,000.00	4.600%	742,555.00	1,697,555.00	1,697,555.00
09/30/2022	1,000,000.00	4.600%	697,590.00	1,697,590.00	1,697,590.00
09/30/2023	1,050,000.00	4.600%	650,440.00	1,700,440.00	1,700,440.00
09/30/2024	1,095,000.00	4.600%	601,105.00	1,696,105.00	1,696,105.00
09/30/2025	1,150,000.00	4.600%	549,470.00	1,699,470.00	1,699,470.00
09/30/2026	1,205,000.00	4.600%	495,305.00	1,700,305.00	1,700,305.00
09/30/2027	1,260,000.00	4.600%	438,610.00	1,698,610.00	1,698,610.00
09/30/2028	1,320,000.00	4.600%	379,270.00	1,699,270.00	1,699,270.00
09/30/2029	1,380,000.00	4.600%	317,170.00	1,697,170.00	1,697,170.00
09/30/2030	1,445,000.00	4.600%	252,195.00	1,697,195.00	1,697,195.00
09/30/2031	1,515,000.00	4.600%	184,115.00	1,699,115.00	1,699,115.00
09/30/2032	1,585,000.00	4.600%	112,815.00	1,697,815.00	1,697,815.00
09/30/2033	1,660,000.00	4.600%	38,180.00	1,698,180.00	1,698,180.00
<b>Total</b>	<b>\$23,500,000.00</b>	<b>-</b>	<b>\$17,464,053.33</b>	<b>\$40,964,053.33</b>	<b>\$40,964,053.33</b>

TIF COs 4/15/08 3 yrs int | UDR Expenses (\$23.5 Milli | 3/19/2008 | 11:17 AM

Preliminary

**\$5,000,000**

Town of Addison, Texas

Combination Tax & Revenue Certificates of Obligation

Series 2008 - Water and Sewer Supported (\$5 Million)

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Existing D/S	Net New D/S
09/30/2008	-	-	-	-	2,543,028.00	2,543,028.00
09/30/2009	-	-	306,666.67	306,666.67	2,545,494.00	2,852,160.67
09/30/2010	-	-	230,000.00	230,000.00	2,543,106.00	2,773,106.00
09/30/2011	-	-	230,000.00	230,000.00	2,733,644.00	2,963,644.00
09/30/2012	-	-	230,000.00	230,000.00	2,732,656.00	2,962,656.00
09/30/2013	-	-	230,000.00	230,000.00	2,733,666.00	2,963,666.00
09/30/2014	235,000.00	4.600%	224,595.00	459,595.00	-	459,595.00
09/30/2015	250,000.00	4.600%	213,440.00	463,440.00	-	463,440.00
09/30/2016	260,000.00	4.600%	201,710.00	461,710.00	-	461,710.00
09/30/2017	270,000.00	4.600%	189,520.00	459,520.00	-	459,520.00
09/30/2018	285,000.00	4.600%	176,755.00	461,755.00	-	461,755.00
09/30/2019	300,000.00	4.600%	163,300.00	463,300.00	-	463,300.00
09/30/2020	310,000.00	4.600%	149,270.00	459,270.00	-	459,270.00
09/30/2021	325,000.00	4.600%	134,665.00	459,665.00	-	459,665.00
09/30/2022	345,000.00	4.600%	119,255.00	464,255.00	-	464,255.00
09/30/2023	360,000.00	4.600%	103,040.00	463,040.00	-	463,040.00
09/30/2024	375,000.00	4.600%	86,135.00	461,135.00	-	461,135.00
09/30/2025	395,000.00	4.600%	68,425.00	463,425.00	-	463,425.00
09/30/2026	410,000.00	4.600%	49,910.00	459,910.00	-	459,910.00
09/30/2027	430,000.00	4.600%	30,590.00	460,590.00	-	460,590.00
09/30/2028	450,000.00	4.600%	10,350.00	460,350.00	-	460,350.00
<b>Total</b>	<b>\$5,000,000.00</b>	<b>-</b>	<b>\$3,147,626.67</b>	<b>\$8,147,626.67</b>	<b>\$15,831,594.00</b>	<b>\$23,979,220.67</b>

TIF COs 4/15/08 3 yrs int | Water and Sewer Supported | 3/19/2008 | 11:17 AM

Preliminary

**\$6,000,000**

Town of Addison, Texas

Combination Tax & Revenue Certificates of Obligation

Series 2008 - Tax Supported \$6 Million

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
09/30/2008	-	-	-	-	-
09/30/2009	45,000.00	4.600%	366,965.00	411,965.00	411,965.00
09/30/2010	140,000.00	4.600%	270,710.00	410,710.00	410,710.00
09/30/2011	145,000.00	4.600%	264,155.00	409,155.00	409,155.00
09/30/2012	150,000.00	4.600%	257,370.00	407,370.00	407,370.00
09/30/2013	160,000.00	4.600%	250,240.00	410,240.00	410,240.00
09/30/2014	165,000.00	4.600%	242,765.00	407,765.00	407,765.00
09/30/2015	175,000.00	4.600%	234,945.00	409,945.00	409,945.00
09/30/2016	185,000.00	4.600%	226,665.00	411,665.00	411,665.00
09/30/2017	190,000.00	4.600%	218,040.00	408,040.00	408,040.00
09/30/2018	200,000.00	4.600%	209,070.00	409,070.00	409,070.00
09/30/2019	210,000.00	4.600%	199,640.00	409,640.00	409,640.00
09/30/2020	220,000.00	4.600%	189,750.00	409,750.00	409,750.00
09/30/2021	230,000.00	4.600%	179,400.00	409,400.00	409,400.00
09/30/2022	240,000.00	4.600%	168,590.00	408,590.00	408,590.00
09/30/2023	255,000.00	4.600%	157,205.00	412,205.00	412,205.00
09/30/2024	265,000.00	4.600%	145,245.00	410,245.00	410,245.00
09/30/2025	275,000.00	4.600%	132,825.00	407,825.00	407,825.00
09/30/2026	290,000.00	4.600%	119,830.00	409,830.00	409,830.00
09/30/2027	305,000.00	4.600%	106,145.00	411,145.00	411,145.00
09/30/2028	320,000.00	4.600%	91,770.00	411,770.00	411,770.00
09/30/2029	335,000.00	4.600%	76,705.00	411,705.00	411,705.00
09/30/2030	350,000.00	4.600%	60,950.00	410,950.00	410,950.00
09/30/2031	365,000.00	4.600%	44,505.00	409,505.00	409,505.00
09/30/2032	385,000.00	4.600%	27,255.00	412,255.00	412,255.00
09/30/2033	400,000.00	4.600%	9,200.00	409,200.00	409,200.00
<b>Total</b>	<b>\$6,000,000.00</b>	<b>-</b>	<b>\$4,249,940.00</b>	<b>\$10,249,940.00</b>	<b>\$10,249,940.00</b>

TIF COs 4/15/08 3 yrs int | Tax Supported \$6 Million | 3/19/2008 | 11:17 AM

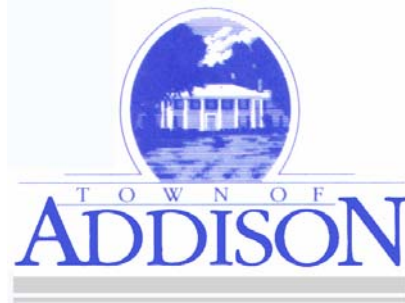


## UDR Brookhaven Area Development Financial Analysis

Fiscal Year	Total Projected Revenues <sup>(1)</sup>	25 Year / 4.60% / 4/15/2008 \$23,500,000			23 Year / 5.00% / 4/15/2010 \$16,700,000			Net Benefit (Cost)	Estimated Taxable Assessed Valuation <sup>(4)</sup>	Estimated I&S Tax Rate Impact <sup>(5)</sup>
		Principal	Interest	Total	Principal	Interest	Total			
2009 <sup>(2)</sup>	\$ (297,397)		\$ 1,441,333	\$ 1,441,333			\$ (1,738,730)	\$ 3,481,000,000	\$ 0.0480	
2010	28,321		1,081,000	1,081,000			(1,052,679)	3,765,049,600	0.0280	
2011	439,071		1,081,000	1,081,000		\$ 1,113,333	(1,755,263)	3,915,651,584	0.0448	
2012	793,370	\$ 630,000	1,066,510	1,696,510		835,000	(1,738,140)	4,072,277,647	0.0427	
2013	1,162,759	660,000	1,036,840	1,696,840	\$ 460,000	823,500	(1,817,581)	4,235,168,753	0.0429	
2014	1,545,804	695,000	1,005,675	1,700,675	485,000	799,875	(1,439,746)	4,235,168,753	0.0340	
2015	1,944,093	725,000	973,015	1,698,015	510,000	775,000	(1,038,922)	4,235,168,753	0.0245	
2016	2,359,234	760,000	938,860	1,698,860	535,000	748,875	(623,501)	4,235,168,753	0.0147	
2017	2,789,859	795,000	903,095	1,698,095	565,000	721,375	(194,611)	4,235,168,753	0.0046	
2018	3,238,629	830,000	865,720	1,695,720	590,000	692,500	260,409	4,235,168,753		
2019	3,704,228	870,000	826,620	1,696,620	620,000	662,250	725,358	4,235,168,753		
2020 <sup>(3)</sup>	3,851,759	915,000	785,565	1,700,565	655,000	630,375	865,819	4,235,168,753		
2021	4,005,071	955,000	742,555	1,697,555	685,000	596,875	1,025,641	4,235,168,753		
2022	4,164,394	1,000,000	697,590	1,697,590	720,000	561,750	1,185,054	4,235,168,753		
2023	4,329,970	1,050,000	650,440	1,700,440	760,000	524,750	1,344,780	4,235,168,753		
2024	4,502,048	1,095,000	601,105	1,696,105	800,000	485,750	1,520,193	4,235,168,753		
2025	4,681,892	1,150,000	549,470	1,699,470	840,000	444,750	1,697,672	4,235,168,753		
2026	4,866,766	1,205,000	495,305	1,700,305	885,000	401,625	1,879,836	4,235,168,753		
2027	5,060,956	1,260,000	438,610	1,698,610	930,000	356,250	2,076,096	4,235,168,753		
2028	5,261,754	1,320,000	379,270	1,699,270	975,000	308,625	2,278,859	4,235,168,753		
2029	5,471,462	1,380,000	317,170	1,697,170	1,025,000	258,625	2,490,667	4,235,168,753		
2030	5,688,402	1,445,000	252,195	1,697,195	1,080,000	206,000	2,705,207	4,235,168,753		
2031	5,914,899	1,515,000	184,115	1,699,115	1,135,000	150,625	2,930,159	4,235,168,753		
2032	6,150,295	1,585,000	112,815	1,697,815	1,190,000	92,500	3,169,980	4,235,168,753		
2033	6,394,947	1,660,000	38,180	1,698,180	1,255,000	31,375	3,410,392	4,235,168,753		
		\$ 23,500,000	\$ 17,464,053	\$ 40,964,053	\$ 16,700,000	\$ 12,221,583	\$ 28,921,583	\$ 18,166,948		

## Notes:

- (1) As provided by UDR. Includes tax revenues based on current tax rate of \$.4337 and projected sales tax revenues.
- (2) First year's appraisal shows a negative amount due to UDR's demolition of existing apartments.
- (3) New construction ends in 2019. Beginning in 2020, new construction amounts are the increase in existing values (4% per year).
- (4) Fiscal Year End 2008 appraised value as provided by City Staff. Assumes 4% growth for 5 years; no growth thereafter.
- (5) Assumes 100% collection rate.



**Combination Tax and Revenue Certificates of Obligation, Series 2008**

**Projected Schedule of Events**

Mar-08						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Apr-08						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May-08						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jun-08						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

<b>Complete By</b>	<b>Day</b>	<b>Event</b>
25-Mar-08	Tuesday	City Council passes resolution authorizing Notice of Intent Publication for Certificates of Obligation
1-Apr-08	Tuesday	Provide initial draft of Preliminary Official Statement to Town and Bond Counsel for comments and modifications
TBD	TBD	First Publication of Notice of Intent to Issue Certificates no later than April 12, 2008
15-Apr-08	Tuesday	Receive Preliminary Official Statement information from Town
TBD	TBD	Second Publication of Notice of Intent to Issue Certificates (same day of the week following 1st publication)
1-May-08	Thursday	Distribute Preliminary Official Statement electronically through i-Deal Prospectus to Potential Purchasers
7-May-08	Wednesday	Receive credit ratings
<b>13-May-08</b>	<b>Tuesday</b>	<b>Bond Sale: City Council awards Bids Council passes Ordinance authorizing issuance of the Certificates</b>
18-Jun-08	Wednesday	Closing and delivery of funds

**Council Agenda Item:     #R5**

**SUMMARY:**

Consideration of a resolution to terminate the Aloha Environmental contract for roll-off trash containers (dumpsters) included in the **restroom and trash removal** bid (07-24) for the 2008 special event season and award the contract to the 2<sup>nd</sup> low bidder, Moore Disposal.

**FINANCIAL IMPACT:**

Budgeted Amount: Within budget

Cost:

If over budget or not budgeted, what is the budget impact?

**BACKGROUND:**

On January 8, 2008, City Council awarded the restroom and trash removal (07-24) bid to Aloha Environmental for the roll-off trash container (dumpsters) portion in the amount of \$4,785.

Staff has determined it is necessary to terminate the Aloha Environmental contract for several reasons:

- Staff mailed the bid contract to Aloha Environmental on January 25, 2008. Since then, the Special Events and Purchasing Department Staff have tried numerous times to contact the business owner by phone and email to obtain a signed contract with no success. The due date (February 4, 2008) for the contract has passed, and Aloha Environmental has not been able to return a signed contract. Aloha Environmental has been unresponsive and unable to schedule a meeting to discuss Taste Addison specifications.
- Operations need to be confirmed now for the 2008 special event season.
- Due to the company's unresponsiveness, Staff does not feel confident that Aloha Environmental can meet the demands and needs of the 2008 special event season.

**RECOMMENDATION:**

Staff recommends the termination of the Aloha Environmental contract for roll-off trash containers (dumpsters) and approval of the contract to Moore Disposal, the 2<sup>nd</sup> low bid applicant, in the amount of \$4,800. Moore Disposal's bid did not include the specified 8 yard dumpsters so staff must order additional 30 yard dumpsters in their place. As a result, the total bid will increase to \$5,520 which is still within budget.

## **Council Agenda Item: #R6**

### **SUMMARY:**

Council approval is requested to authorize the City Manager to enter into a contract agreement with Interprise-The Design Resource in an amount not to exceed \$63,525 to conduct a feasibility study of the Police and Courts building for possible renovation.

### **FINANCIAL IMPACT:**

Fiscal Year 07-08 Budget consultant's fees	\$10,000
Unbudgeted Court contributions from Court Building Fund	\$19,000
Balance from PD Salary savings or redirected building designated funds	\$34,525

### **BACKGROUND:**

The Police and Courts building was constructed in 1983 and has been occupied since March 1984. Since then no significant changes/repairs have been made to the building. The way we conduct our work has changed significantly over the years and the current configuration of the building does not accommodate the current workload and the workspace needs.

Originally, \$200,000 was budgeted in Police's FY 07/08 budget for maintenance of their portion of the building and it excluded municipal court (which occupies 30% of the entire building). The original scope consisted of hiring an architect to assist in re-painting, new carpet, locker replacement, and other improvements. As the project began to unfold, it was determined that the renovated portion of the building was still not the long-term solution to accommodate our space and work needs. Therefore, it was decided that the project should be reviewed from a broader perspective, and include the courts, and determine if the existing space could be modified and allow for flexibility prior to spending funds on new equipment, paint, and carpet.

To seek a long-term, more cost-effective solution we began to look at this as an opportunity to conduct a feasibility study and review the entire building rather than spend money piecemeal on maintenance over a series of years. The Police Department developed a Request for Proposals (RFP) and interviewed three design firms that responded to the RFP. Interprise-The Design Resource, an Addison based business, was selected as the top firm to do the work. The scope of work that Interprise will perform is to analyze the existing conditions, develop a space plan design based on work flow, and prepare a set of drawings to reflect their recommendations.

The goal is to provide the Council with the following three options before spending significant money on the Police and Courts building: 1.) Conservative approach (i.e. moving interior walls, move desks); 2) Aggressive design which could involve expanding the existing building; and 3.) Stay within the original budget parameters (i.e. new carpet, paint, locker replacement, etc.).

### **Recommendation:**

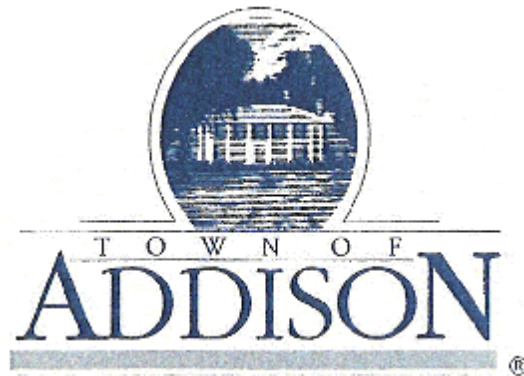
Staff recommends approval of the contract with Interprise-The Design Resource to conduct the feasibility study of the Police and Courts Building.

**INTERPRISE**  
The Design Resource

PROJECT PROPOSAL

D712-133R1

March 4, 2008



Phase I-Feasibility Study

for

CITY OF ADDISON

Police Department

Addison, Texas

Prepared for :

Greg Layman  
Captain of Police  
Field Operations Division  
Addison Police Department

Approved by :

Katherine C. Berg  
President  
Interprise Design

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INTERPRISE – The Design Resource

5080 Spectrum Drive, Suite 115E, Addison, TX 75001-6403

(972) 385-3991 [www.interprisedesign.com](http://www.interprisedesign.com)

## INTRODUCTION

INTERPRISE is pleased to submit the proposed Agreement for services between Town of Addison Police Department ("Client") and INTERPRISE ("INTERPRISE") to be provided in connection with the planning, design and renovation of your office at 4799 Airport Parkway, Addison, Texas 75001 ("the Project").

## PROJECT DESCRIPTION

- o The Addison Police Department has occupied the current facility since 1984. Changes in technology and personnel are the primary drivers for the need to reevaluate the interior space. The (2) two-story facility is approximately 22,840 sf excluding the communications area, jail, sally port and firing range. This facility is in need of a solution to address the growing needs of the Addison Police Department to better serve the City of Addison.
- o David Shanks of Shanks Architects will be the architect on this project. Interprise will hold his contract.
- o At the completion of Phase I, a report will be prepared summarizing the findings.
- o The schedule is yet to be determined.

Based on the above, INTERPRISE shall furnish professional services fully described in this Agreement.

## SCOPE OF SERVICES

"Basic Services" shall include the services to be performed hereunder for Client by INTERPRISE other than Chargeable Revisions, Optional Services, etc. (defined within) and any services provided more than Thirty (30) days after the Date of Substantial Completion.

## PROGRAM DEVELOPMENT

### A. Project Orientation

INTERPRISE will schedule and conduct a meeting with the designated representative(s) to establish the formal goals, objectives and scope of the Project. INTERPRISE will discuss the factors, which will contribute to and support the success of the Project, including present and future organization, business plan, identity, spatial organization, technological impact, alternative officing options, budget, schedule, billing and payment procedures, and any other parameters pertinent to the Project.

B. Schedule Development

INTERPRISE will prepare a schedule of activities indicating project tasks to be performed, their duration, and completion dates. INTERPRISE will also indicate critical dates that must be met to ensure the expected move-in date. This schedule will make assumptions regarding the amount of time that will be allocated for review and approval of project information, and will be finalized only after Client's review and approval.

C. Information Gathering

INTERPRISE will conduct interviews with key individuals to determine the following:

- o Short-term and long-term personnel growth projections
- o Departmental functions
- o Work flow and material/information circulation
- o Lines of communication
- o Inter- and intra-departmental relationships
- o Individual and departmental proximity and adjacency requirements
- o Common and support area requirements

INTERPRISE will work with Client to mutually determine the number of individuals to be interviewed and method for reviewing questionnaire information with senior management.

D. Site Inspection

INTERPRISE will tour and inspect the current office facility in order to document the existing equipment and furniture that may be under consideration for reuse on this Project.

E. Adjacency Diagrams

INTERPRISE will prepare adjacency diagrams indicating the desired relationships between the various divisions, departments and support functions in the organization. These diagrams will be based upon analysis of departmental functions, work and traffic flow, and lines of communication required for proper synergy.

F. Space Programming Report

INTERPRISE will analyze all preliminary data and prepare a Programming Report which will convert all personnel, office and workstation areas, ancillary and support areas, equipment requirements, circulation and building efficiency factors into a report summarizing the square footage, planning and design requirements for the office facility.

The program will indicate the useable square footage requirements broken down by operating groups within the divisions of the corporate structure and the total rentable square footage requirement for the Project. The report will also include individual attributes of the departments and any information pertinent to the planning and design of the office facility.

## FIELD VERIFICATION & AS-BUILT DOCUMENTATION

### A. Field Verification

Using the architectural drawings provided by the Client, INTERPRISE will visit the site to verify existing conditions as needed for space planning and Construction Documents. This will include locating all partitions, doors, millwork, electrical and telephone outlets, ceiling grid and lights and any other conditions that would affect construction.

INTERPRISE will oversee Shanks Architects to assess the current state of the building, code compliance for life safety/ADA issues; mechanical, electrical and plumbing conditions; and structural systems as changes are proposed.

### B. As-Built Plan

INTERPRISE will input all information in CAD format and will prepare 1/8" scaled plans indicating partitions, millwork and door locations of existing built-out space. Additional information (i.e.: electrical, lighting, etc.) will be shown as needed.

## CONCEPT PLANNING

### SPACE PLANNING

#### A. Planning Orientation

Based on approval of space programming report and utilizing all program information, INTERPRISE will schedule and conduct a meeting with the designated representative(s) to discuss planning concepts and strategies as they relate to the office facility. Issues relating to the location of full-height elements including private offices, general open areas and planning and spatial organization will be discussed.

#### B. Space Plans

INTERPRISE will prepare, on accurate building core plans, space plans indicating the distribution of enclosed offices, open office areas, workstations, conference rooms, and all other support areas within each floor.

1/8" = 1'-0" scale plans will be presented for information, review, evaluation and approval. The Space Planning phase fee includes Two (2) approaches to the design solution.

The conservative approach assumes that all programming needs can be accomplished within the confines of the existing building. The more aggressive approach assumes the need for additional space adjacent to the current facility to implement the programming needs.



The following list includes the disciplines required to identify the specific space plan needs.

Conservative

- o Architectural survey and concept
- o Structural feasibility and due diligence
- o MEP feasibility & due diligence
- o Life safety/ADA

Aggressive (Additive to the above)

- o Architectural
- o Civil/site survey

## DESIGN DEVELOPMENT

A. Design Orientation

INTERPRISE will conduct a Design Orientation Meeting with the designated representative(s) to review and establish the final design scope of the Project, including design concept, public image, budget expenditures, furniture and furnishings.

B. Schematic Design

Based upon the final refined space plans, INTERPRISE will develop up to two (2) conceptual design ideas to include: three-dimensional architectural elements; lighting; finishes and materials; color palettes; and furniture and equipment options.

A series of illustrations depicting the feeling and image of the space will be presented for review and approval including, as appropriate: detailed floor plan(s); reflected ceiling plan(s) illustrating lighting systems; sketches and elevations; samples of finishes; and photographs of preliminary furniture selections.

C. Preliminary Cost Estimate

Based upon the schematic design, INTERPRISE, with the assistance of a General Contractor, will prepare a preliminary cost estimate for the Project. The preliminary cost estimate will include costs relative to construction, millwork, architectural finishes, furniture and furnishings.

## BASIC SERVICES FEE, OTHER FEES AND REIMBURSEMENTS

- A. For the aforementioned services, Client agrees to pay INTERPRISE the following fees. INTERPRISE shall invoice monthly for progress payments.

PHASE I	TOTAL FEE
Program Development	\$2,500.00
Field Verification/As-Built Plan	\$8,500.00
Concept Planning	\$44,225.00
<hr/>	
Subtotal	\$55,225.00

\*Note:

- A. Services requested by Client more than Thirty (30) days after the Date of Substantial Completion shall constitute an Additional Service.
- B. In the event the area of the Project is changed, the Basic Services Fee shall be adjusted by the appropriate ratio for each Phase of work. In the event the area of the Project decreases, the fee adjustments will exclude any work completed prior to INTERPRISE being advised of the change.
- C. Fees for Chargeable Revisions, Additional Coordination, Project Management, Out of Sequence and Optional Services shall be in addition to the amount set forth above and shall be based on the time spent by INTERPRISE personnel in accordance with hourly rate schedules in effect at the time such services are performed. (See Attachment A.) Attachment B shall be used when requesting these services.
- D. If and to the extent that Contract time of 12 months, to be established in this Agreement, is exceeded or extended through no fault of INTERPRISE, compensation for any Basic Services required for such extended period of Administration of this Agreement shall be in addition to the Basic Services Fee and shall be computed on an hourly basis based upon INTERPRISE's hourly rate schedule in effect during said extended period. This calculation will be established upon notification of Contract Time extension.
- E. If scheduling limitations require, or if any of the Work to be accomplished is requested and approved to be performed on an overtime basis, Client agrees to pay INTERPRISE an additional fee based on increased personnel cost not to exceed twice the personnel rates in effect plus meal allowances.

- F. Client agrees to pay the amount set forth in the INTERPRISE invoice, within thirty (30) days after the date thereof. An interest charge at the rate of One and One-half Percent (1½ %) per month or portion thereof simple interest will be charged on any portion of the account which remains unpaid for more than Thirty (30) days after the date of invoice, commencing with the Thirty-first (31st) day.

## Reimbursable Expenses

Client agrees to reimburse INTERPRISE for out-of-pocket expenses, on a basis of cost plus Ten Percent (10%) of INTERPRISE's cost. Reimbursable Expenses are in addition to compensation for Basic and Other Fees (listed above) and include actual expenditures made by INTERPRISE and INTERPRISE's employees and consultants in connection with the Project. Reimbursable Expenses include, but are not limited to:

- o Transportation (auto rental, taxi, bus, airfare), room and board and other expenses incurred in connection with necessary out-of-town travel pre-authorized by Client
- o Use of a privately owned vehicle (reimbursed @ Fifty-three Cents (\$0.53) per mile)
- o Cost of reproductions, computer plots, shop supplies, messengers, facsimiles
- o Postage and handling of drawings, schedules, specifications and other documents
- o Fees paid for securing approval of authorities having jurisdiction over the Project (local, state and Federal officials)
- o Photographic production processes
- o Renderings, models and mock-ups
- o Any additional insurance coverage or limits, including professional liability insurance requested by Client in excess of that normally carried by INTERPRISE

Other than for services already included in the Basic Service Fee above, Client agrees to pay INTERPRISE's direct costs plus a ten percent (10%) handling charge for any additional consultants invoiced through INTERPRISE's billing system, as requested by Client.

## CHARGEABLE REVISIONS

The following shall constitute a Chargeable Revision and will not be performed without proper authorization from Client.

- Making revisions to drawings, schedules, specifications or other documents, or providing re-selection of finishes and/or other materials when such revisions are inconsistent with written approvals or instructions previously given.
- Preparing drawings, schedules, specifications and supporting data and providing other services in connection with Change Orders or bulletins resulting from: (1) revisions or new interpretation of codes, laws or regulations, or (2) from an adjusted Project budget, provided such Change Orders or bulletins are required by causes not solely within the control of INTERPRISE. INTERPRISE shall render interpretations necessary for the proper execution of the Work upon written request of either Client or contractor for clarification of the Construction Documents which shall not constitute a Chargeable Revision.
- Chargeable Revisions shall be billed at INTERPRISE's hourly rate schedule in effect at the time the services are provided and shall not be performed without proper authorization from Client. See Attachment A for rate schedule.
- In the event Client authorizes work which is subsequently canceled by Client or its representative prior to the drawing's issuance, Client will pay INTERPRISE a fee based on INTERPRISE's time spent to date collecting data and/or preparing documents.

## OUT OF SEQUENCE SERVICES

If INTERPRISE is directed, with Client approval, to prepare documents out of sequence from the schedule previously established, then extra work incurred for this process will constitute Chargeable Revisions.

## OPTIONAL SERVICES

The following services are not included in Basic Services and shall be billed in addition to Basic Services on an hourly basis in accordance with INTERPRISE's personnel hourly rate schedule in effect at the time the services are provided (see Attachment A). Optional Services will not be performed without proper authorization from Client.

- Core Plan Development - If accurate architectural drawings are not available, INTERPRISE will develop a building "core" plan which will include the location of all base building elements such as elevators, mechanical shafts, fire stairs, washrooms, columns and curtain wall configurations for the floor(s) intended for occupancy. This plan will be a computer (CAD)-generated drawing printed at 1/8"=1'-0" scale.
- Base Building Coordination - In the event that the building is under construction or development, modifications and coordination with the owner and base building architect on elements that are under development on behalf of Client will constitute an Additional Service.

- Infrastructure Development – If architectural drawings do not include the building infrastructure, such as location, plan and details of restrooms or other infrastructure items, this will constitute an additional service.
- Future Scope of Work - INTERPRISE will provide services relative to future facilities, systems, furniture, furnishings and equipment that are not intended to be completed or procured prior to the Date of Substantial Completion.
- Cost Analysis - INTERPRISE will provide services for financial feasibility or other special studies. INTERPRISE will provide services for detailed estimates of actual Project cost, analysis of owning and operating costs, or detailed surveys or inventories of material, equipment and labor.
- Furniture Inventory – INTERPRISE will document all existing furniture and develop an inventory to be used in placing furniture in a new facility.
- Private Office Design - INTERPRISE will provide interior design services for individual private offices above the scope of the design standards included in design presentation.
- Custom Furniture Design - INTERPRISE will provide design drawings and millwork details for all custom furnishings and casegoods.
- Graphics - INTERPRISE will design and/or specify a graphics program for the new location, including but not limited to, logo design, stationary, business cards, promotional material, etc.
- Signage - INTERPRISE will produce a design recommendations and specifications for interior or exterior sign systems. This may include wall signage, placement of the logo for corporate identification, departmental signage or directory signage as required.
- Plant Program and Distribution Plan - INTERPRISE will prepare specifications, placement drawings or assist in the bidding or direct purchase of office greenery required.
- Accessory & Artwork Selection - INTERPRISE will develop an accessory and art program or complement the existing program to include selection of accessories, art, type of framing, placement and inventory of such items.
- Move-In Tagging - INTERPRISE will assist in placing the contractor's labels on existing furniture and equipment that will be relocated. Labels will be identified with room numbers and inventory designations to assist the mover in final placement. Labeling of individual's moving cartons should be done by the individual.
- Dispute Management - INTERPRISE will assist Client in settling disputes with contractors or suppliers during construction of the punch list phase where contractor's or supplier's non-conformance and malfeasance are at issue. INTERPRISE will assist Client in preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding to which INTERPRISE is not a party.

- Follow-Up - INTERPRISE will prepare a set of reproducible "as-built" record drawings, schedules, or specifications showing significant changes made during construction based on marked-up prints, drawings and other data. INTERPRISE will provide assistance in the utilization of any equipment or system such as: the initial start-up testing, adjusting and balancing; preparation of operation and maintenance manuals; training personnel for operation and maintenance; and consultation during operation. INTERPRISE will provide services, as requested by Client beyond Thirty (30) days from the Date of Substantial Completion.
- Facilities Management - INTERPRISE will assist in planning and implementing ongoing changes to the premises by maintaining and periodically updating reproducible record drawings, schedules and specifications.
- Construction Management - INTERPRISE will provide services for bidding or negotiating construction contracts and subcontracts in cooperation with the construction manager or separate consultants retained by Client. INTERPRISE will review and approve all contractors' request for payment submittals. INTERPRISE will develop and maintain a master job schedule.
- Instructions to Bidders - INTERPRISE will provide a set of information to instruct bidders on procedures and guidelines of building operations and methods of coordination with building owners and developers.
- Miscellaneous Services - INTERPRISE will provide or coordinate the following services:
  - Model Construction
  - Renderings
  - Furniture Mock-Ups
  - Still Photography
  - Consultants - lighting, laboratory, materials handling, record retention, acoustical, electrical, mechanical or structural
  - Consultation - concerning replacement of Work damaged by fire or other causes, and providing services as may be required in connection with the replacement of such Work

FEE SUMMARY & CONTRACT ACCEPTANCE FORM

March 3, 2008  
Proposal D712-133R1

Fee Summary

For execution of the services described in this proposal D712-133R1 dated March 4, 2008 and associated Attachments, INTERPRISE will charge fees according to the following summary table:

Design fees	\$55,225.00
Reimbursable Items (estimated 15% of fee)	\$8,300.00
Estimated total billing *	\$63,525.00

\*(excluding Chargeable Revisions and any Additional Services)

Contract Term

Unless otherwise noted, this agreement will commence upon signed approval by Client and will remain in effect for Twelve (12 ) months after date of acceptance.

A signature below will acknowledge acceptance of all of the terms and provisions of this proposal and authorization to proceed. Please transmit the signed page to INTERPRISE at fax number 972.960.2519 for the attention of Kaye McCallum.

Very truly yours,

INTERPRISE

Accepted and Agreed to this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_

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

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

Katherine C. Berg  
President

*The terms, conditions and fees as described in this proposal become invalid if not signed by Client within sixty (60) days.*

# STANDARD TERMS AND CONDITIONS

March 4, 2008  
Proposal D712-133R1

## Ownership and Use of Documents

CAD Files, Drawings, Schedules and Specifications as instruments of service are and shall remain the property of INTERPRISE whether the Project for which they are prepared is executed or not. Client shall be permitted to retain copies, including reproducible copies and/or computer disks, of CAD Files, Drawings, Schedules and Specifications for information and reference in connection with Client's use and occupancy for the Project. Without INTERPRISE's consent, the Drawings, Schedules and Specifications shall not be used by Client on other projects or for additions to this Project by others in the event INTERPRISE's services are terminated. INTERPRISE's consent may be based on such conditions and limitations as INTERPRISE shall determine are appropriate, including the payment to INTERPRISE of reasonable compensation for the use thereof.

## Entire Agreement

This Agreement represents the entire and integrated agreement between Client and INTERPRISE and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and INTERPRISE.

## Termination

It is understood and agreed either party may terminate this Agreement upon Thirty (30)-days advance written notice to the other.

Notwithstanding anything to the contrary in this Agreement, should this Agreement be terminated for any reason prior to the completion of Work thereunder, Client shall pay INTERPRISE a fee based on INTERPRISE's actual personnel hours expended up to and including the date of termination less any amounts previously paid INTERPRISE under this Agreement. Client shall also reimburse INTERPRISE for all Reimbursable Expenses incurred by INTERPRISE up to and including the date of termination less any amounts previously paid INTERPRISE thereunder. All such payments shall be made within Ten (10) days after the receipt of final invoice.

## Responsibilities for Construction Costs

INTERPRISE has no control over the cost of labor, materials, furniture, furnishings, equipment or specialty items; base building conditions; contractor's methods of determining bid prices; competitive bidding, market or negotiating conditions; failures by subcontractors to properly perform under their contracts; delays in delivery of furnishings, furniture, equipment or specialty items; or the condition in which such furnishings, furniture, equipment or specialty items are delivered.

Accordingly, INTERPRISE cannot and does not make any warranty or representation with respect to the foregoing matters, and such matters shall not constitute grounds for withholding or delaying any payment due INTERPRISE pursuant to this Agreement. Client should be particularly aware bids or negotiated prices may vary from the Project budget proposed, established or approved and INTERPRISE cannot and does not, therefore, warrant or represent that the Project budget will not be exceeded. Finally, INTERPRISE shall not be responsible for any malfeasance, neglect or failure of any contractor or subcontractor.

## The Client's Responsibilities

- o Client shall provide full information regarding requirements for the Project.
- o If Client provides a budget for the Project, it shall include contingencies for bidding, changes in the Work, and other costs that are the responsibility of Client under this Agreement.
- o Client shall designate, when necessary, a representative authorized to act in Client's behalf with respect to the Project. Client or such authorized representative shall examine the documents submitted by INTERPRISE and shall render decisions promptly, to avoid unreasonable delay in the progress of INTERPRISE's services.
- o The drawings, specifications, services, information, surveys and reports provided by Client pertaining to the Project shall be furnished at Client's expense, and INTERPRISE shall be entitled to rely on the accuracy and completeness thereof.
- o If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by Client to INTERPRISE.
- o Client shall furnish the required information and services and shall render decisions as expeditiously as necessary for the orderly progress of INTERPRISE's services and of the Work.
- o Client shall provide suitable space for the receipt, inspection and storage of materials and equipment.
- o Client shall be responsible for the relocation or removal of existing facilities, furniture, furnishings and equipment, and the contents thereof, unless otherwise provided by this Agreement.
- o If Bidding or Negotiating has not commenced within Three (3) months after INTERPRISE submits the proposed Construction Documents to Client, any Project budget shall be adjusted to reflect any change in the general level of prices which may have occurred in the interiors industry between the date of submission of the Construction Documents to Client and the date on which proposals are sought.

## Disputes

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s); provided, however, that INTERPRISE shall not be obligated to submit for arbitration any claims which INTERPRISE may have with respect to amounts due INTERPRISE for services rendered under this Agreement and INTERPRISE shall not be bound by any determination with respect to any such claim or controversy submitted for arbitration without INTERPRISE's consent, and may, at INTERPRISE's sole option, file suit in any court of competent jurisdiction for amounts due INTERPRISE for such services.

## Texas Law Applies

INTERPRISE and Client agree that Texas law shall apply to the validity and interpretation of this Agreement and all other documents referred to in this Agreement.

Texas law requires registered Interior Designers to provide all Clients with the following written statement:

*"The Texas Board of Architectural Examiners (P.O. Box 12337, Austin, TX 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, 512-305-8900, [www.tbae.state.tx.us](http://www.tbae.state.tx.us)) has jurisdiction over complaints regarding the professional practices of persons registered as Interior Designers in Texas."*

## Access to Work

INTERPRISE shall at all times have reasonable access to the Work wherever it is in preparation or progress.

## Definitions

Except as otherwise expressly provided, terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, and in AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, as appropriate, current as of the date of this Agreement.



Hourly Rate Schedule

March 4, 2008  
Proposal D712-133R1

<u>EXPERIENCE LEVEL</u>	<u>RATE</u>
Principal	\$150.00
Director of Operations	\$125.00
Department Director	\$120.00
Project Director/Design Director/Technical Director	\$110.00
Project Manager/Technical Manager/Senior Designer	\$ 85.00
Assistant Project Manager/Assistant Technical Manager	\$ 75.00
Project Coordinator/Technical Coordinator	\$ 65.00
Designer	\$ 50.00
Intern	\$ 35.00

# WORK AUTHORIZATION

Project No:

Re:

Date:

W.A.#:

Building Name:

To:

Confirming your verbal / written authorization to perform the following work:

Description:	Unit / Type	Quantity	Cost
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Authorized Cost Estimate:	\$
Reimbursable Estimate:	\$
Total Authorized Cost Estimate:	\$

Remarks:

Approved By: _____	Return signed W.A. to: _____
Title: _____	INTERPRISE
For: _____	(972) 385-3991
Date: _____	Fax (972) 960-2519

## **Council Agenda Item: #R7**

### **SUMMARY:**

Consideration and approval of award of bid to Overhead Door Company of Ft. Worth, for the purchase and installation of fire apparatus bay doors and associated hardware and controllers at Central Fire and Fire Station # 2 in the amount \$58,169.00

### **FINANCIAL IMPACT:**

Budgeted Amount: \$70,000.00  
Cost: \$58,169.00

### **BACKGROUND:**

As part of the fiscal year 2007-08 facilities maintenance program, all hardware and electronic controllers at both the Central Fire Station and Fire Station Number 2 for the apparatus bay doors are to be replaced. Additionally, the four bay doors at Fire Station # 2 are scheduled to be replaced.

The doors, hardware and electronic controllers at Central Fire are original to the facility's construction (1984), and are from Overhead Door Manufacturer. Fire Station # 2 was originally built (1981) with an Overhead Door Manufacturer system only with wood doors. In 1998 Fire Station # 2 had the doors replaced to match the Central Fire Station doors (Aluminum doors). A different manufacturer was used and although the doors matched, the electronics and hardware did not and have not been as reliable and without considerable maintenance issues and inconvenience for the firefighters.

Both facilities were originally constructed with Overhead Door Manufactured doors and controllers because of the user/ safety features offered in their systems specific for Fire Stations. Additionally, because we are not replacing the doors at Central Fire, it is more cost effective to maintain the use of the Overhead Door Manufactured hardware and controllers then to retrofit. Lastly, the ability to make both Stations systems compatible provides greater safety and ease of use for the firefighters. The Fire department has enjoyed longevity and reliable service from these systems.

Building Solutions the Town's Project Manager for this project received three bids, one was non responsive. Bids received were from Overhead Door: Dallas, DFW and Fort Worth. The low responsible bidder was Overhead Door Company of Ft. Worth, Dallas was second and DFW was non responsive.

### **RECOMMENDATION:**

Staff recommends approval and award to Overhead Door Company of Ft. Worth.

Attachment: Bid Tab

**Fire Station Overhead Door System Replacement**

<b>BIDDER</b>		<b>Central Fire</b>	<b>Fire Station #2</b>	<b>Electrical &amp; Drywall Work</b>	<b>Total Bid</b>
Overhead Door Ft. Worth		\$ 26,230.00	\$ 29,439.00	\$ 2,500.00	\$ 58,169.00
Overhead Door Dallas		\$ 32,800.00	\$ 34,500.00	\$ 2,500.00	\$ 69,800.00
Overhead Door DFW *		n/a	n/a	n/a	Non-Responsive

\*Note: DFW toured the site and agreed to bid but a proposal was not submitted.

Council Agenda Item: **#R8**

**SUMMARY:**

The March 11, 2008 Council agenda item number R10 was tabled to the March 25, 2008 Council Meeting to allow the staff to clarify the language pertaining to tree permits for single family property. Based on the Council comments, staff also defined applicable tree permit parameters for tree size and desirable tree species.

The following are the recommended revisions to address the questions raised by the Council. These are identified with green highlighting in the attached amended Landscape Regulations.

**Page 12, Section 8 – C. Tree Permit was revised as follows:**

*No person shall remove or transplant a tree listed in section 9 (Tree Replacements and New Plantings), sub-section B. without first obtaining from the town a Tree Permit approved by the Director of Parks or the Director's designee. This section shall apply to (4) four inch caliper shade trees or larger, measured 6 inches from the soil surface, and (2½ – 3 inches) two and one half to three inch caliper ornamental trees or larger, measured 6 inches from the soil surface.*

Section 9 (Tree Replacements and New Plantings) provides a list of what is considered desirable or good quality shade and ornamental trees.

**Page 13, Section 8 – D. Application to Residential Districts**

*~~For land which is zoned single family dwelling district~~ For lots property in any zoning district containing only single-family and/or duplex uses, the provisions of this section 8 apply only to trees listed in section 9 (Tree Replacements and New Plantings), sub-section B. located within the right-of-way adjacent to a street where only one such structure is constructed.*

Once the amended regulations are approved, notices will be mailed out to commercial property managers, landscape maintenance companies and TXU Electric Delivery, so they are aware of the changes.

**RECOMMENDATION:**

The proposed revisions have been reviewed and approved by the City Attorney; therefore, staff recommends approval

Attachment: Revised Landscape Regulations

# ARTICLE XXI. LANDSCAPING REGULATIONS

## Section 1. Purpose

### A. The purpose of Article XXI is to provide landscape elements which:

- Conserve water.

- Aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, groundwater recharge, and (storm water) runoff retardation, while at the same time aiding in noise, glare and heat abatement;
- Assist in providing adequate light and air and preventing overcrowding of land;
- Be an integral part of development, not an afterthought;
- Provide visual buffering and enhance the beautification of the town;
- Safeguard and enhance property values and to protect public and private investments;
- Preserve and protect the unique identity and environment of the Town of Addison and preserve the economic base attracted to the Town of Addison by such factors;
- Conserve energy
- Protect the public.
- Provide wildlife habitat.

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The Town of Addison encourages sustainable landscaping. Sustainable landscapes are managed by using practices that preserve limited and costly natural resources, reduce waste generation, and help prevent air, water, and soil pollution. The goal is to minimize environmental impacts and maximize value received from dollars expended.

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### B. The following shall be used to evaluate proposed landscape plans:

- The landscape design should have proportion, balance, unity, variety of species, and a variety of color through the seasons.
- Landscape designs should define spaces including entrance areas, pedestrian paths, vehicular avenues, parking areas, sitting areas, etc.
- As an architectural feature, landscape designs should visually soften the mass of the buildings, parking areas, and other structures.
- Native landscape materials should be selected as much as is possible.
- Landscaping should reduce the reliance on irrigation, thus conserving the public water supply, and reduce the reliance on inorganic fertilizer and pesticides; thus reducing the amounts carried off by runoff to lakes and streams.

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Revision Justification: Amended to further define the objectives for landscape designs and to encourage sustainable landscaping and irrigation practices.

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## Section 2. Definitions.

**Berm.** An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

**Crown/Canopy.** The upper portion of a tree or shrub from the lowest branch on the trunk of the tree to the highest or widest extending branch at the top or sides of the tree including all the leaves and branches of the tree or shrub.

**ET: Evapotranspiration.** Loss of water from the soil both by evaporation and by transpiration from the plants growing thereon.

**ET Based Controller.** An irrigation controller that automatically makes adjustments of run times, based on local weather data. The ET Based Controller adjusts automatically to apply only the amount of water that is necessary to replace what has been lost.

**Landscape buffer.** A combination of physical space and vertical elements such as plants, berms, fences, or walls, the purpose of which is to separate and screen incompatible land uses from each other.

**Landscaped open area or landscaped area.** Any combination of living plants (such as grass, ground cover, shrubs, vines, mulch, hedges, or trees)

**Microirrigation.** A low pressure, low volume irrigation system that applies water only to the plant's root zone, saving water as a result of application efficiency and distribution uniformity. Drip and micro spray irrigation are examples of microirrigation.

**Non-permeable.** Any surface lacking the ability for air and water to pass through to the root zone of plants.

**Ornamental tree.** A deciduous or evergreen tree planted primarily for its ornamental value or for screening purposes; tends to be smaller at maturity than a shade tree. **Screen.** A method of reducing the impact of noise and unsightly visual intrusions with less offense or more harmonious elements, such as plants, berms, fences, walls, or any appropriate combination thereof.

**Shade tree.** Sometimes evergreen, usually deciduous tree planted for its high crown of foliage or overhead canopy; a large woody perennial having one or more self-supporting stems and numerous branches reaching a mature height of at least 25 feet and a mature spread of at least 20 feet.

**Tree.** A plant listed as a tree in the most current edition of any of the following:

- a. Forest Trees of Texas, by the Texas Forest Service of the Texas AM University system;
- b. Hortus Third;
- c. The Audubon Society's Field Guide to North American Trees or;
- d. The list of trees provided in the Town of Addison Landscape Regulations.

**Shrub.** A self-supporting woody perennial plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten feet in height at maturity.

**Visibility triangle.** That area within the curb lines of two intersecting such curb lines at points 35 feet back from their intersection.

**Revision Justification:** Added ET, ET Based Controller, Microirrigation definitions which are related to water conservation methods.

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### Section 3. Applicability

- A. Except as otherwise provided below, these landscaping regulations shall apply to all land located in the Town of Addison. These landscaping requirements shall become applicable to each individual lot at such time a site plan is submitted for planning and zoning commission review or an application for a building permit on such lot is made.
- B. The landscape maintenance requirements in section 10 of this article shall apply to all applications for building permits.
- C. The tree replacement and protection requirements in section 8 of this article shall apply to all land located within the Town of Addison from the effective date of this ordinance forward regardless of the development status of the land.
- D. The maintenance requirements in section 9 of this article shall apply to all applications for building permits.

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- E. Except as set forth in subsection D. of section 8 (Tree Replacement and Protection) and subsection B. of Section 10 (Landscape Maintenance), this article does not apply to lots property containing only single-family and/or duplex uses where only one such structure is constructed.

- F. This article applies to the following:

Apartment dwelling district  
Local retail district

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Planned development district; Planned development, townhouse condominium district; and Planned development, condominium conversions (provided, however, that where any such district includes or provides landscaping regulations specific to the district, in the event of a conflict between the landscaping regulations specific to the district and the landscaping regulations set forth in this article, the landscaping regulations specific to the district shall control.

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MXR mixed use residential district

UC urban center district (unless other landscaping regulations are specified within the Planned Development District ordinance)

Commercial-1 district  
Commercial-2 district  
Industrial-1 district  
Industrial-2 district  
Industrial-3 district  
Special use permits

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Revision Justification: Amended to address PD districts such as the Brookhaven Development that will have its own specific landscape standards.

- Applications for building permits or for certificates of occupancy for buildings previously unoccupied for a period of six consecutive months.
- Applications for building permits for construction work that:
  - (1) Increases the number of stories in a building on the lot; or
  - (2) Increases by more than ten percent or 10,000 square feet, whichever is less, the combined floor areas of all buildings on the lot; or
  - (3) Increases the non-permeable lot coverage by more than 2,000 square feet, or
  - (4) Building permit applications for exterior remodeling

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with a value equal to or greater than \$10,000.00 exclusive of maintenance and repair.

G. When the ordinance becomes applicable to a lot, its requirements are binding on all current and subsequent owners of the lot.

H. The Town Council shall, as a minimum, impose landscaping requirements that are reasonably consistent with the standards and purposes of this article as a part of any ordinance establishing or amending a planned development district, or amending a special use permit. All landscaping requirements imposed by the Town Council shall be reflected in landscape and irrigation plans that comply in form and content with the requirements of section 4.

I. The Board of Zoning Adjustments may grant a special exception to the landscaping requirements of this article upon making a special finding from the evidence presented that strict compliance with the requirements of this article will result in substantial financial hardship or inequity to the applicant without sufficient corresponding benefit to the town and its citizens in accomplishing the objectives and purposes of this article. The applicant, to be considered for special exception, must submit a justification statement that describes which of the requirements set forth in this article will be met with modifications, which project conditions justify using alternatives, and how the proposed measures equal or exceed normal compliance.

#### **Section 4. Required Landscape Documents**

A. Prior to site plan review by the Planning and Zoning Commission for zoning amendments or building permit applications where these landscaping requirements are applicable, landscape plans must be submitted to the director of parks. The plans shall have a scale of one inch equals 30 feet or larger and be on a standard drawing sheet of a size no smaller than 24 inches by 36 inches, not to exceed 36 inches by 48 inches. A plan which cannot be drawn in its entirety on a 36-inch by 48-inch sheet shall be drawn with appropriate match lines on two or more sheets. Irrigation plans shall be submitted when the building permit application is made.

##### **Landscape Plan**

A. Landscape and irrigation plans required under this article shall contain the following information:

- (1) Date, scale, north arrow, and the names, addresses, and telephone numbers of both the property owner and the person preparing the plan.
- (2) Project name, street address, and lot and block description.
- (3) Location, height, and material of proposed screening and fencing (with berm to be delineated by one-foot contours).
- (4) Complete description of plant materials shown on the plan, including names (common and botanical name), locations, quantities, container or caliper sizes, heights, spread, and spacing. The location, size and species of all existing trees on the lot must be specifically indicated.
- (5) Complete description of landscaping and screening to be provided in or near off-street parking and loading areas, including information as to the amount (in square feet) of landscape area compared to gross site square feet. The town right-of-way shall be included as part of the gross site landscaping.

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- (6) Size, height, location, and material of proposed seating, lighting, planters, sculptures, decorative paving, and water features.
- (7) Cross section drawing of berms and grading plan showing berm contours.
- (8) Landscape plans shall contain the seal of a landscape architect licensed in the State of Texas that such plans have been reviewed by such architect and satisfy all requirements of these Landscape Regulations.

**Irrigation Plan**

- A. Irrigation plans required under this article shall contain the following information:
- (1) Location of sprinkler heads, valves, double-check valve, water meter, automatic ET based controller with rain and freeze sensors.
  - (2) All plant material (including street trees and planting within the public right-of-way) shall be watered with an automatic irrigation system including an ET based controller.
  - ~~(3) Irrigation sprinkler layouts shall be designed to minimize the amount of spray that will fall on sidewalks, neighboring properties, and adjacent buildings. Backflow prevention devices shall be placed per the Town of Addison Public Works Department's standards.~~
  - (4) The town encourages the use of water-conserving system design and materials including the use of microirrigation and native plants. ~~drip irrigation where appropriate.~~
  - ~~(5) Install separate valves for turf and non-turf areas to accommodate different water use requirements within the landscaped area.~~
  - (6) Irrigation controllers shall be set to water between midnight and 6:00 a.m. This shall not apply to watering of newly planted turf or landscaping.
  - (7) Irrigation plans shall contain the certification and seal of an irrigator licensed by the Texas Commission on Environmental Quality that such plans were prepared by such irrigator and satisfy all requirements of these landscape regulations.

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**Revision Justification: Amended to encourage use of water conserving design practices and added requirement to use ET based controllers. The Texas Committee on Environmental Quality oversees the licensed Irrigator's now.**

**Section 5. Plant material substitutions.**

Due to seasonal planting problems and a lack of plant availability, approved landscape plans may require minor revisions. Planting plans shall be accepted if there is no reduction in the quality of plant material or no significant change in size or location of plant materials, and if the new plants are of the same general category (i.e., shade, ornamental, or evergreen trees) and have the same general design characteristics (mature height, crown spread) as the materials being replaced. Proposed materials must also be compatible with the area to ensure healthy plant growth. If these criteria are not fulfilled, changes to approved plans must be resubmitted and reviewed anew.

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**Section 6. Landscape and irrigation plan submittal.**

The director of parks and recreation shall review each landscape and irrigation plan submitted to determine whether or not it complies with the requirements of this article. All landscape plans must comply with the provisions of the Landscape Design Standards in section 7.

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## Section 7. Landscape Design Standards

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At least 20 percent of the gross site or lot shall be maintained as landscaped area in the following districts:

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- Apartment dwelling district
- Mixed-use residential
- Local retail district
- Planned development districts
- Commercial-1 district
- Commercial-2 district
- Special use permits
- At least ten percent of the gross site or lot shall be maintained as landscaped area in the following districts:
- Industrial-1 district
- Industrial-2 district
- Industrial-3 district

At least ten percent (10%) of the gross site or lot shall be maintained as landscaped area in the following districts:

Industrial 1 district  
Industrial 2 district  
Industrial 3 district

**A. Street landscape buffer.** In all districts, a (20) twenty-foot wide landscape buffer strip shall be provided along the entire length of the portion of the perimeter of the lot where a public or private street exists, exclusive of driveways and access ways to points of ingress and egress to and from the lot. The property owner shall be responsible for landscaping, irrigation, and maintenance of any right-of-way area between the property line and the curb line.

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1. Town right-of-way shall be included in the (20) twenty-foot wide buffer and shall reduce the amount of required landscaping area of the lot by that amount (square foot for square foot).

2. The minimum requirement for street landscape buffers shall be one four-inch caliper shade tree for each (30) thirty linear feet of frontage, and evergreen shrubs planted (3 - 3½) three to three and one half feet on center depending on the species selected. Plant material planted in the street landscape buffer strip can be massed together to create visual interest at key entry points or focal points.

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**Revision Justification: Re-titled Section 7 to Landscape Design Standards. The present one tree per 20 linear feet requirement under 7A2 has caused visibility problems by blocking the view to signage into business sites as trees have matured. Under 7A2 the shrub spacing was changed to simplify the language.**

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3. All required screening, parking perimeter, and interior parking landscaping shall be included in the overall (20%) twenty percent of gross site landscaping. This shall include front, side and rear landscaping abutting the building foundation.

4. No tree may be planted closer than (36) thirty-six inches to the paved portion of any parking surfaces.

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**Deleted:** . No tree planting area may be less than six feet wide in any dimension and shall not contain less than 60 square feet of continuous permeable land.¶

**B. Off-street loading spaces.** All off-street loading spaces on a site shall be screened from all public and private streets adjacent to that site.

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1. All screening shall be at least six feet in height measured from the horizontal plane passing through the nearest point of the off-street loading space and may be provided by using any one or combination of the following, subject to approval by the parks director:

- (a) Evergreen shrubs planted (3) three feet on center, in a single row;
- or (b) Evergreen trees planted six feet on center, unless the director of parks and recreation approves an alternative planting density as being capable of providing a solid appearance within one year; or
- (c) A fence, wall or berm. Fences and walls shall not consist of corrugated metal, corrugated fiberglass, sheet metal, chain link or wire mesh or any material that in the planning and zoning commission's opinion is an unsightly material.

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**Revision Justification – Under 7A3 added front, side and rear landscaping and increased the required tree planting dimension from parking surfaces. Number 7A5 is not necessary since street landscape buffers are twenty feet wide anyway. Under 7B1 a single row will accomplish the required screening, where double staggered rows are not necessary to provide adequate screening, and add unnecessary costs.**

2. When screening for off-street loading spaces is provided by earthen berm or evergreen plant materials, the following regulations apply:

- (a) An earthen berm shall be planted with turf grass or ground cover recommended for local area use by the director of parks and recreation. The slope of the berm shall not exceed 33 percent (3:1) for lawn areas and shall have a minimum crown width of three feet.
- (b) Evergreen plant materials shall be recommended for local area use by the director of parks and recreation. In addition, the plant materials:
  - (1) Shall be located in a bed that is at least (3) three feet wide; and
  - (2) Shall be placed a maximum of 36 inches on center in a single row over the entire length of the bed, unless the director of parks and recreation approves an alternative planting density as being capable of providing a solid appearance within one year; and
  - (3) Shall provide a six foot high visual barrier of the required height within one year of their initial planting.

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**C. Visibility triangles.** The design and placement of the landscaping materials shall be at the discretion of the owner or landscape architect; however, the landscaping shall not obstruct the view between access drives and dedicated streets, parking aisles, or access drives of parking lots. Nothing at an elevation greater than the top of curb plus two feet allowed in the visibility triangle area except single trunk trees pruned to a height

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of six feet. Trees shall be of such size and so spaced that a visual obstruction that represents a traffic hazard is not created.

(1) The use of plant material in a sight triangle is intended to provide aesthetic appeal while not unduly limiting or restricting visibility, whether as a pedestrian or a passenger in a vehicle. Plants shall not reduce or limit visibility to such an extent that a safety hazard is presented. Plants normally considered as effective screens shall be unacceptable for use in the visibility triangle.

(2) Trees used in the visibility triangle shall have a minimum branching clearance of six feet from the ground to the first branch.

(3) All shrubs or ground covers used in the visibility triangle shall be a maximum of 18 inches. No large or medium shrubs shall be acceptable for use in the visibility triangle because of height. Low shrubs shall be acceptable only if they do not exceed the 18-inch height limit.

**D. Parking lot screening.** Screening must be provided for all surface parking lots on the site from all adjacent streets. The screening must extend along the entire street frontage of the surface parking lot, exclusive of driveways and access ways at points of ingress and egress to and from the site, and visibility triangles.

(1) The surface parking lot screening must be at least (3 ½) three and one half feet higher than the finished elevation of the adjacent parking lot. The screening may be provided by using ~~(1) one of the following~~, unless the director of parks and recreation approves an alternative screening plan capable of providing a solid appearance:

**Revision Justification: Reduced screening options to one option instead of two options, since any one of the options is capable of providing the required screening. Additionally amended exception to 18 inch height in the visibility triangle, as 18 inches high must be the limit to maintain visibility.**

(a) Evergreen shrubs planted three feet on center in a single row in a bed at least 42 inches wide;

(b) A berm at least (3 ½) three and one half feet high with a slope not to exceed 33 percent (3:1.) The minimum crown width must be three feet. Berms must be covered in live vegetation. ~~(c) A fence or wall constructed of materials compatible with the principle building. One-third of any fence or wall must be screened with acceptable plant material, as approved by the director of parks and recreation.~~

**Revision Justification: Section D1(b) was amended because shrub planting on top of 3 ½ foot high berm creates a visibility problem for parking lot security. The revised height will improve a police officer's ability to see into parking lots when driving by the site. The purpose of screening at a 3 ½ foot height is to screen parked cars from the street view.**

**E. Parking lot landscaping: perimeter**

(1) The perimeter parking lot landscape strip shall be at least five (5) feet wide for sites larger than 10,000 square feet or at least three (3) feet wide if the site is smaller than 10,000 square feet.

**Deleted:** Shrubs that slightly exceed the height limit may be considered for use, but only with the approval of the director of parks and recreation.¶

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**Deleted:** Plants used for screening on a berm must reach a minimum height of 30 inches within two years of installation and be at least 18 inches high when planted;¶

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(2) The minimum requirement for perimeter landscaping ~~five (5) feet wide and greater shall be one (4) four inch caliper shade tree for each 35 linear feet of perimeter and one shrub planted (3-3½) three to three and one half feet on center. The minimum requirement for perimeter landscaping less than (5) five feet wide shall be one shrub planted 3 to 3 ½ feet on center.~~

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(3) Required perimeter landscaping between adjacent parking lots does not preclude the need to provide vehicular access between lots.

**Revision Justification – Under E2 amended to remove the requirement to plant trees in a perimeter strip less than five feet wide, because it does not provide adequate space for the tree to grow. Under E2 shrub spacing was changed to simplify the language.**

**F. Parking lot landscaping: interior area**

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(1) The required percentage of interior parking lot landscaping shall be determined based on the following sliding scale:

Total Parking Area	Interior Planting Area (Percent)
7,000--49,999 sq. ft.	5 %
50,000--149,000 sq. ft.	8 %
150,000 sq. ft. and larger	10 %

(2) To calculate the total parking area and the subsequent percentage of required interior lot planting, total the square footage of all areas within the lot's perimeter including:

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- (a) Planting islands.
- (b) Curbed areas.
- (c) Corner lots.
- (d) Parking spaces.

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(e) And all interior driveways and aisles except those with no parking spaces located on either side.

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(3) Landscaped areas located outside the parking lot shall not be used to meet the interior planting requirement, however, ~~building front, side or rear landscaping abutting the building foundation~~ can be credited toward the interior planting requirement.

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(4) Curbs or wheel stops must be provided to prevent cars from parking too close to trees or damaging shrubs and screens.

(5) All planting islands located parallel to and between parking spaces must be at least nine feet wide to prevent cars from damaging trees and shrubs.

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(6) Large shade trees must be provided in each parking lot at a minimum average density of one shade tree for each ten required parking spaces on the lot. In cases where the required number of parking spaces reduces the amount of available planting space for parking lot trees, alternative planting locations for the required quantity of these trees shall be located elsewhere on the site.

(7) No required parking space may be located further than 50 feet from the trunk of a shade tree, or farther than 75 feet from two or more shade trees.

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**Revision Justification: Under F3 added front, side and rear landscaping abutting the building foundation for credit toward parking lot landscaping. This is particularly necessary on smaller parking lots where there is limited space to place trees inside the parking lot area.**

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**G. Ornamental and evergreen trees.** Bradford Pears or other pear cultivars, shall not receive credit toward the tree planting requirements; however, this shall not preclude their use as flowering accent trees.

**H. Overhead Power Lines.** Ornamental trees shall be substituted for shade trees in cases where maturing shade trees would otherwise interfere with overhead power lines. Shade trees shall not be planted closer than (10) ten feet from either side of the outermost overhead power lines.

**Revision justification: Under paragraph 7G substitution of ornamentals or evergreen trees was eliminated within street landscape buffers, because they reduce visibility into businesses when planted within the street landscape buffer zone due to their low growing habit. Bradford Pears and other pear cultivars are susceptible to cotton root rot, a soil-born fungal disease, which is prevalent in the Addison soils. Once the tree has the disease, there is rapid death without any available cure. In addition, pears are relatively short-lived trees that are used in planting plans as a cheaper way out of planting higher quality shade trees, such as oaks or elms. Under paragraph 7H the over head power line section was added to prevent planting of shade trees that would eventually receive severe pruning by the electric utility when the trees mature and limbs interfere with power lines.**

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**I. General requirements**

- (1) All required landscape open space shall be provided with adequate and inconspicuous automatic irrigation systems and shall be properly maintained.
- (2) All shrub beds shall be edged using steel, concrete, masonry, or pre-cast concrete edging and all plant materials mulched with a two-inch layer of shredded hardwood mulch. Plastic edging shall not be acceptable.
- (3) The parks department shall have the power to plant, preserve, spray, trim or remove any tree, shrub or plant on any parkway, alley or public ground belonging to the Town of Addison.
- (4) It shall be unlawful for any person, firm or corporation to cut or break any branch of any tree or shrub or injure in any way the bark of said tree or shrub growing on public property.

**J. Landscape Inspections**

(1) The installation of the approved landscape plan shall be inspected and approved by the Parks Department prior to issuance of a certificate of occupancy.

### **Section 8 – Tree Replacement and Protection**

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**A.** The existing natural landscape character (especially native oaks, elms, and pecan trees) shall be preserved to the extent reasonable and feasible. In an area of the street frontage containing a stand of trees, the **property owner developer** shall use best good faith efforts to preserve such trees. In determining whether there is compliance with this subsection, the director of parks shall consider topographical constraints on design, drainage, access and egress, utilities, and other factors reasonable related to the health, safety and welfare of the public which necessitated disturbance of the existing natural landscape character; economic usefulness of the property without disturbance of its natural character; the nature and quality of the landscaping installed to replace it; and such other factors as may be relevant and proper. Indiscriminate clearing or stripping of the natural vegetation on a lot or other property is prohibited.

### **B. Replacement Trees**

(1) Every property owner shall be responsible for replacing dead or missing trees within 30 days after notification by the Town. This provision shall also apply to trees that have been severely damaged, disfigured or topped. In addition to this section, replacement trees' size and configuration shall comply with the standards set forth in Section 9 of this ordinance.

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(2) ~~All Trees shall be replaced with a sufficient number of (4) four inch caliper trees to equal at least 100 percent of the caliper inches removed.~~ Without the consent of the Town Council, any tree removed without the prior written approval of the Town's Director of Parks (as reflected in a Tree Permit issued pursuant to subsection C. of this section) shall be replaced caliper inch for caliper inch. For example, if a 15 inch caliper tree is removed, it shall be replaced with a 15 inch caliper tree.

**Deleted:** Replacement trees are to be measured 12 inches above the soil stain and must be chosen from the list of recommended trees in this section. Trees shall be replaced at the following rates.

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(3) Acceptable types of replacement trees are designated in Section 9, Landscape Standards and Specifications.

(4) If the physical limitations of the subject property are such that all of the replacement trees cannot be properly placed on the subject property, the property owner shall locate any extra trees, with the approval of the Town of Addison, in the following locations: public rights-of-way, medians, or public park land. Such location of extra trees shall be performed at the direction of the Town. The property owner may pay a one-time fee per site to the Town in lieu of tree replacements, ~~as approved by the Director of Parks or his/her designee.~~, as approved by the Town Council.

**Revision Justification: Under 7J1 added to clarify that the inspection is necessary before issuing a CO. 8B2 was amended to include all trees, because the original requirement specified only trees 8 inch in diameter or larger.**

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### **C. Tree Permit**

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No person shall remove or transplant a tree listed in section 9 (Tree Replacements and New Plantings), sub-section B, without first obtaining from the town a Tree Permit approved by the Director of Parks or the Director's designee. This section shall apply to (4) four inches caliper shade trees or larger measured 6 inches from the soil surface, and (2½–3 inches) two and one half to three inch caliper ornamental trees or larger measured 6 inches from the soil surface, or his/her designee shall be required before removing or transplanting any tree and mitigation for the removal of existing trees. Each utility company shall obtain a Tree Permit approved by the Director of Parks or the Director's designee before trimming any tree. For purposes hereof, "person" means the owner, tenant, and/or subtenant of, and/or any entity or individual with any interest in, the land on which a tree is located, and/or any contractor or subcontractor of any of them.

(1) A Tree Permit shall be obtained by a utility company required before for any trimming and/or removal of tree(s) by or for a utility company, except in the case of emergency repairs. Any trimming and/or removal of tree(s) by a utility company require prior written approval from the Director of Parks or his/her designee except in cases of emergency repairs.

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(2) Application for Tree Permit: Tree Permits shall be obtained by making application to the Director of Parks or the Director's designee his/her designee. An application must include the consent of the owner of the land on which a tree which is the subject of the application is located. The application must include a written document indicating the reasons for transplanting and/or removal (or trimming, in the case of a utility company) of a tree and a copy of a site plan or planting plan showing the tree(s) proposed for removal/transplanting (or trimmed, in the case of a utility company)

(a) Review of Application for Tree Permit. Upon receipt of a proper application for a Tree Permit, the Director of Parks or his/her designee shall review the application and may conduct field inspections of the site or development and/or refer the permit application to other departments for review and recommendations as deemed necessary and appropriate by the Director City. Trees may not be removed or transplanted (or trimmed, in the case of a utility company) unless the Director of Parks or his/her designee approves the Tree Permit.

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(b) Any person(s) or entity causing the transplanting or removal of a tree without first obtaining an approved Tree Permit is in violation of these regulations.

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(c) Each tree removed or transplanted without a permit shall constitute a separate offense. Violation of this Ordinance shall not constitute an exemption to the replacement requirements of this ordinance.

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(c) Consideration for the approval of a tree removal permit shall be based upon the following guidelines:

(1) Whether the removal of the protected tree is permitted by this section;

(2) Whether or not a reasonable accommodation or alternative solution can be made to accomplish the desired activity without the removal of the protected tree;

(3) The effect of the removal of the protected tree on erosion, soil moisture, retention, flow of surface waters, and drainage systems;

(4) The need for buffering of residential areas from the noise, glare, and the visual effects of nonresidential uses;

(5) Whether the removal of the protected tree affects the public health, safety or welfare of the city; and

(6) Whether the application demonstrates the attempt to preserve existing trees on the site.

An approved Tree Permit shall expire within six (6) months of the date of the approval of the permit by the Director of Parks or the Director's designee.

#### D. Application to Residential Districts.

~~For land which is zoned single family dwelling district~~ **For lots property in any zoning district containing only single-family and/or duplex uses, the provisions of this section 8 apply only to trees listed in section 9 (Tree Replacements and New Plantings), sub-section B, located within the right-of-way adjacent to a street where only one such structure is constructed**

**Revision Justification – A permitting policy was included to provide a means for controlling indiscriminate tree removals, and to provide more specific guidelines for monitoring removals, replacements or mitigation.**

#### **Section 9. Landscape standards and specifications.**

##### **A. General Standards**

- 1) The best professional practices of the American Society of Landscape Architects, the International Society of Arboriculture, the American Nursery and Landscape Association and Texas Nursery and Landscape Association regarding planting installation, trimming, pruning, and fertilization shall apply to the landscape standards and specifications included in this section 9 regulations.
- 2) Nursery Standards shall be: American Standard for Nursery Stock, ANSI Z60.1-2004
- 3) Pruning Standards shall be: International Society of Arboriculture Pruning Guidelines and ANSI A300- Pruning Guidelines.

- B. **Tree Replacements and New Plantings** - The following is a suggested list of trees for replacements and are suitable for new plantings. Other species may be acceptable for new plantings; however, their suitability for the proposed planting area shall be approved by the Addison Parks Department. Shade Trees shall have a minimum caliper of (4) four inches, ornamental trees shall have a minimum caliper of (2 ½ -3) two and one half to three inches.

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**Shade Trees**

<u>Oak, Burr</u>	<u>Quercus macrocarpa</u>
<u>Oak, Chinquapin</u>	<u>Quercus muhlenbergii</u>
<u>Oak, Live</u>	<u>Quercus virginiana</u>
<u>Oak, Red</u>	<u>Quercus shumardii</u>
<u>Pecan</u>	<u>Carya illinoensis</u>
<u>Ash, Texas</u>	<u>Fraxinus texensis</u>
<u>Bald Cypress</u>	<u>Taxodium distichum</u>
<u>Elm, Cedar</u>	<u>Ulmus crassifolia</u>
<u>Elm, Allee Lacebark</u>	<u>Ulmus parvifolia 'Elmer II'</u>
<u>Elm, Bosque Lacebark</u>	<u>Ulmus parvifolia 'UPMTFI'</u>
<u>Magnolia Southern</u>	<u>Magnolia grandiflora</u>
<u>Oak, Durand</u>	<u>Quercus sinuata var. sinuata</u>
<u>Pistachio, Chinese</u>	<u>Pistacia chinensis</u>

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**Ornamental/Evergreen Trees**

<u>American Smoke Tree</u>	<u>Cotinus obovatus</u>
<u>Buckeye, Mexican</u>	<u>Unquadia speciosa</u>
<u>Carolina Buckthorn</u>	<u>Rhamnus caroliniana</u>
<u>Desert Willow</u>	<u>Chilopsis linearis</u>
<u>Crape Myrtle</u>	<u>Lagerstroemia indica</u>
<u>Dogwood (Roughleaf)</u>	<u>Cornus drummondii</u>
<u>Eastern Red Cedar</u>	<u>Juniperus virginiana</u>
<u>Eve's Necklace</u>	<u>Sophora affinis</u>
<u>Goldenball Lead Tree</u>	<u>Leucaena retusa</u>
<u>Goldenrain Tree</u>	<u>Koelreuteria paniculata</u>
<u>Hawthorn Washington</u>	<u>Crataegus phaenopyrum</u>
<u>Holly, Yaupon</u>	<u>Ilex vomitoria</u>
<u>Magnolia, 'Little Gem.'</u>	<u>Magnolia 'Little Gem'</u>
<u>Maple, Shantung</u>	<u>Acer truncatum</u>
<u>Mexican Plum</u>	<u>Prunus mexicana</u>
<u>Oak, Bigelow</u>	<u>Quercus sinuata var. breviloba</u>
<u>Oak, Lacey</u>	<u>Quercus laceyi (Q. glaucoides)</u>
<u>Persimmon, Texas</u>	<u>Diospyros texana</u>
<u>Possumhaw</u>	<u>Ilex decidua</u>
<u>Rusty Blackhaw</u>	<u>Viburnum rufidulum</u>
<u>Texas Redbud</u>	<u>Cercis Canadensis var 'texensis'</u>

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Bald Cypress

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**Revision Justification – Re-categorized shade and ornamental trees and provided more options for suggested trees to use. Eliminated trees that have not performed well based on past experience.**

**C. Size and Spacing Standards**

A. 1. Plants shall conform to the measurements specified in the plant schedule.

2. Caliper measurements shall be taken six inches above grade for trees under four inches in diameter and (12) twelve inches above grade for trees four inches in diameter and larger.

3. Minimum branching height for all shade trees shall be (6) six feet.

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4. Minimum size for shade trees shall be (4) four inches in diameter, 14 to 16 feet in height. The maximum height shall not exceed 16 feet. Tree heights shall be from tops of root balls to nominal tops of plants. Tree spread refers to nominal outer width of the tree, not to the outer leaf tips. Trees shall be healthy, vigorous, full-branched, well-shaped with symmetrical crowns. Root balls shall be firm, neat, slightly tapered and well-burlapped. Trees shall be free of physical damage such as scrapes, bark abrasions, split branches, mistletoe or other parasitic growth. The Town of Addison shall reject any trees delivered and/or planted not meeting the minimum size and shape standards set forth above. Red Oaks other than Shumard Oak (*Quercus shumardii*) or Texas Oak (*Quercus texana*) shall be rejected. The owner or contractor shall be responsible for providing certification that Red Oaks are true to variety.

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4.5 Minimum size for Crape Myrtle shall be six to eight feet in height. Other ornamental flowering trees shall be eight to ten feet in height.

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6. Minimum size for evergreen trees shall be eight to ten feet in height.

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7. Minimum sizes for shrub containers shall be five gallon. Substitution of three-gallon material meeting the height requirement of five gallon shrubs is acceptable. Shrubs shall be full bodied, well-shaped and symmetrical.

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8. Ground cover spacing shall be eight inches on center maximum for four-inch pots and 16 inches on center maximum for one-gallon containers.

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Revision Justification – Moved plant standards to Section 9A and removed size requirement under C4 for Bradford Pears since they are no longer a recommended tree.

(Ord. No. 097-003, § 2(exhibit A), 1-14-1997; Ord. No. 000-042, § 2(exhibit A), 11-14-00)

## Section 10. Landscape Maintenance.

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A. Every property owner and any tenants shall keep their landscaping in a well-maintained, safe, clean and attractive condition at all times. Any plant that dies must be replaced with another living plant, including trees, within 30 days after notification by the town (~~see Section 7(I) for replacement and notification provisions~~). Such maintenance includes, but is not limited to, the following:

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- Prompt removal of all litter, trash, refuse and waste;
- Lawn mowing on a weekly basis during the growing season;
- Shrub pruning according to accepted practices of landscape professionals to maintain plants in a healthy condition;

- Tree pruning according to Tree-Pruning Guidelines published by the International Society of Arboriculture and the American National Standards (ANSI) A300--Pruning Standards;

- Pruning/thinning that removes no more than (1/4) one fourth of the tree canopy annually;

- Watering of landscaped areas on a regular basis to maintain good plant health;

- Sprinkler run times set on controllers to water between midnight and 6:00 a.m.

- Keeping landscape lighting in working order;

- Keeping lawn and garden areas alive, free of weeds, and attractive;

- Cleaning of abutting waterways and landscaped areas lying between public right-of-way lines and the property unless such streets, waterways or landscaped areas are expressly designated to be maintained by applicable governmental authority.

~~B-Deliberate The discharge, deposit, or blowing or sweeping of grass, leaves, other vegetation, or and litter debris into public or private streets or alleys is prohibited. In connection with yard or landscape maintenance, lawn or grass clippings, leaves, other vegetation, and litter debris caused by or resulting from such maintenance shall be promptly removed from any public or private street or alley adjacent to the property being maintained mowed by the lawn maintenance company, and shall be disposed of in a manner to prevent the material from blowing or falling from a maintenance truck, trailer or disposal container. Lawn clippings, leaves, other vegetation, and litter debris shall be removed from sidewalks, streets and street gutters, and alleys after mowing and edging is performed to prevent collection in the storm water system.~~

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**Revision Justification: Amended Section 10 to include watering time period pruning standard to prevent excessive limb removal in a tree crown. Added requirement to prevent indiscriminate blowing of clippings and leaves into streets.**

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**Section 11. Enforcement.**

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A. If, in the opinion of the building official, any property owner or tenants have failed in any of the foregoing duties or responsibilities, then the town may give such person written notice of such failure and such person must within ten days after receiving such notice perform the maintenance required. Should any property owner fail to fulfill this duty and responsibility within such period, then the town shall:

(1) Revoke any building permits, certificates of occupancy, or other approvals or permits previously issued for the premises.

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(2) Withhold approval for building permits, certificates of occupancy, and other permits or approvals relating to the premises.

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(3) Have the right and power to enter onto the premises and perform care and maintenance. The property owner and tenants of any part of the premises on which such work is performed shall jointly and severally be liable for the costs of such work and shall promptly reimburse the town for such costs. If such property owner or tenant shall fail to reimburse the town within 30 days after receipt of a statement for such work from the town, the said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the premises on which the work was performed. The lien may be evidenced by an affidavit of costs filed in the real property records.

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B. Any person violating 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 \$2,000.00 and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

### **Section 12. Bonding.**

When a property owner seeks a certificate of occupancy, the director of parks and recreation may, in his/her discretion, require a maintenance bond, letter of credit, personal undertaking, cash escrow, or other security acceptable to the director that guarantees and secures maintenance of newly installed landscape for a period not to exceed two years.

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### **Section 13 Certificate of occupancy.**

It shall be unlawful to issue an occupancy permit prior to the approval and complete installation of the landscape and irrigation plans. However, for a variety of reasons, it is not always possible to complete the landscape installation as quickly as desired or needed. In such cases, an extension of time may be granted and a temporary certificate of occupancy may be issued for variable periods from 15 to 45 days.

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Overstory (Shade) Trees

Bald Cypress	Taxodium distichum
Chinese Pistache	Pistacia chinensis

## **Council Agenda Item: #R9**

### **SUMMARY:**

Staff is requesting a Public Hearing notifying the public of proposed park improvements planned on a tract of land located within a floodplain/wetland associated with the Vitruvian Development. The project will have certain environmental impacts on the floodplain/wetland area. The property is located approximately one mile north of the intersection of I-635 and Marsh Lane in Addison Texas, and is bound by Spring Valley Road to the north, a multi-family residential community to the east, Brookhaven College to the South, and Marsh Lane to the West.

### **BACKGROUND:**

In accordance with the **Texas Parks and Wildlife Outdoor Recreation Grant Program Application Guidelines – Environmental Assessment Section**, the town must inform the public that the proposed park stream improvements will be located within a floodplain/wetland area, and that the project will have certain environmental impacts on that floodplain/wetland area. The grant application must contain a copy of the published notice and any public comments received.

KBA EnviroScience, wetland consultants, completed a detailed environmental study of the Farmers Branch stream, which was required for UDR's application for a U.S. Corps of Engineers 404 Permit relating to the proposed construction activities in the stream area. Staff intends to include environmental impact data found in this report to document the specific environmental impacts and mitigation measures requested in the Outdoor Recreation Grant application.



## **Council Agenda Item: #R10**

### **SUMMARY:**

Staff is recommending that the Council approve a resolution authorizing the application to the Texas Parks and Wildlife Department (TPWD), Recreation Grants Branch Local Park Grant Program for a fifty percent matching fund, reimbursement grant. The TPWD grant award ceiling is \$500,000.

### **BACKGROUND:**

In Phase I of the Vitruvian Park redevelopment, United Dominion Realty will be donating approximately twelve acres of creek-side land to the town to be developed as a park. Grant funds are provided on a matching basis with the local sponsor (town) providing fifty percent of the project cost. The town will use the value of this land as its fifty percent match. Staff will submit a Preliminary Value Letter with the application supporting the cost estimate of the property proposed for acquisition, which should exceed \$500,000.

The Texas Parks & Wildlife Department, Recreation Grants Branch administers the Local Park Grant Programs – Outdoor Recreation to assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching fund, reimbursement grants to eligible local governments. In other words, the Department can award \$1 for every dollar of eligible match provided by the sponsor, up to the program award ceiling. Grants are awarded by the Parks & Wildlife Commission twice each year, as funds are available. The source of funding for the program is generated from a portion of statewide sporting goods equipment sales tax generated by the sale of sporting goods – ranging from camping equipment to running shoes, in other words, products associated with outdoor recreation.

All grant applications must include an executed copy of the grant application resolution and a public hearing prior to submission. Staff intends to submit the application for the Special Call for Projects deadline of April 1, 2008. The Parks and Wildlife Commission will review and approve projects in August 2008. If approved, the matching funds will become available in January 2009. If the project does not receive approval, the application can be resubmitted for the 2009 grant cycle.

### **RECOMMENDATION:**

Staff recommends approval.

## **LOCAL PARK GRANT PROGRAM**

### **RESOLUTION AUTHORIZING APPLICATION**

A RESOLUTION OF THE Town of Addison, Texas AS HEREINAFTER REFERRED TO AS "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY) PUBLIC PARK AND RECREATIONAL USES; AND CERTIFYING THAT THE APPLICATION HAS BEEN SUBMITTED TO THE APPROPRIATE REGIONAL COUNCIL OF GOVERNMENTS FOR THE TEXAS REVIEW AND COMMENT SYSTEM (TRACS) REVIEW.

**WHEREAS**, the Applicant is fully eligible to receive assistance under the Program; and

**WHEREAS**, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

#### **BE IT RESOLVED BY THE APPLICANT:**

**SECTION 1:** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

**SECTION 2:** That the Applicant hereby certifies that the matching share for this application is readily available at this time.

**SECTION 3:** That the Applicant hereby authorizes and directs its Director of Parks and Recreation to act for the Applicant in dealing with the Department for the purposes of the Program, and that Slade Strickland is hereby officially designated as the representative in this regard.

**SECTION 4:** The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Vitruvian Park in the Town of Addison, Texas of Dallas County for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

**SECTION 5:** That the Applicant hereby certifies that a copy of the application has been submitted to the appropriate regional council of governments for Texas Review and Comments System consideration.

Introduced, read and passed by the affirmative vote of the "Applicant" on this 25th day of March, 20 08.

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Signature of Appropriate Official

Typed Name and Title

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