



**WORKSESSION & REGULAR MEETING  
OF THE CITY COUNCIL**

**October 13, 2015**

**ADDISON TOWN HALL**

**5300 BELT LINE RD., DALLAS, TX 75254**

**5:00 PM DINNER**

**5:30PM WORK SESSION**

**7:30PM REGULAR MEETING**

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**WORK SESSION**

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1. Discuss The FY 2016 Program Of Work For The Development Services Division Of The Infrastructure And Development Services Department.
  2. Discuss A Recognition Garden At The Corner Of Beltway And Proton Drives.
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**REGULAR MEETING**

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**Pledge of Allegiance**

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## Announcements and Acknowledgements regarding Town and Council Events and Activities

### Discussion of Events/Meetings

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#### Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker with fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

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#### Consent Agenda:

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

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3. Consider **Approval Of The September 22, 2015 City Council Regular Meeting and Work Session Minutes**
  4. Consider **Authorizing The City Manager To Enter Into A Contract With Mister Sweeper, LP For Street Sweeping Services** In An Amount Not To Exceed \$65,875.28.
  5. Consider An **Ordinance Providing For Increased Prior And Current Service Annuities Through Texas Municipal Retirement System For Retirees.**
  6. Consider **Approval Of The Final Payment To Starkbuilt Construction Company For Completion Of The Celestial Park Trail Project** In An Amount Not To Exceed \$6,612.82.
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### Regular Items

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7. Consider A **Resolution Appointing A Member To The Planning & Zoning Commission.**

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8. Consider An **Ordinance Amending The Property Maintenance Code Chapters 18 & 34, Various Sections To Provide Revised Property Maintenance Standards Within The Town.**

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9. Consider An **Ordinance Amending Various Sections Of Chapter 62 Of The Town Of Addison Code Of Ordinances In Regards To Sign Regulations.**

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10. Hold A **Public Hearing** And Consider An **Ordinance Amending The Zoning And Establish A Special Use Permit For A Hotel,** Located In A Commercial-1 (C-1) District, On A 1.64 Acre Vacant Tract Of Land Located Approximately 250 Feet Northeast Of The Intersection Of Addison Road And Belt Line Road. Case 1718-SUP/TownePlace Suites By Marriott.

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11. Hold A **Public Hearing** And Consider An **Ordinance Amending Article XXX (Definitions) Of The Zoning Code** In Regards To The Definition Of A Hotel Or Motel. Case No. 1719-Z/Town Of Addison.

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12. Present And Discuss **The Town Of Addison Sustainability Plan.**

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#### Executive Session

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Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

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#### Reconvene from Executive Session

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Discuss, consider, and take action regarding a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or regarding the offer of a financial or other incentive to such business prospect or business prospects.

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Adjourn Meeting

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NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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Posted:  
Laura Bell, 10/09/2015, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.  
PLEASE CALL (972) 450-7090 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-1323

1.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Discuss The **FY 2016 Program Of Work For The Development Services Division Of The Infrastructure And Development Services Department.**

**BACKGROUND:**

The fiscal year 2016 budget for the Development Services Division of the Infrastructure and Development Services Department contemplates three major projects: an update to the Master Transportation Plan and two Special Area Studies. More information can be found in the attached presentation. Staff will update the Council on these projects and seek Council direction for moving forward.

**RECOMMENDATION:**

N/A

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**Attachments**

**Development Services FY16 Program of Work Presentation**

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**Development Services Program of Work  
FY 2016**



# FY 2016 Budget

- Master Transportation Plan - \$80,000
- 2 Special Area Studies - \$150,000



# Master Transportation Plan

- Guiding document for all major transportation-related improvements within a municipality.
- Part of the Comprehensive Plan and directs development and redevelopment.
- Purpose of a Master Transportation Plan:
  - Indicate the locations and alignments of existing and future components of the transportation system
    - Includes all modes of transit – automobile, public transit, bicycle, and pedestrian
    - Set requirements for these facilities
  - Classify roadways based on their function and connectivity
    - Establish standards and cross sections for roadways based on their classification
  - Identify required improvements and expansion to the transportation system
  - Coordinate with regional and adjacent organizations to create a broader transportation system.



# Master Transportation Plan

- Current Master Transportation Plan approved in 1998
  - Intended to accommodate travel demands within the Town through 2010
- Update to Master Transportation Plan was approved in the FY2015 budget, but put on hold due to sales tax shortfall
- Funds reallocated in the FY2016 budget
- Staff, Kimley-Horn and Prologue Planning Services have developed a scope of services to facilitate updating the Town's Master Transportation Plan
  - 9 month process
- Contract will be brought forward for Council consideration at the October 27 Council Meeting.



# Special Area Studies

- Comprehensive Land Use Plan Updated in 2013
- Identified 10 areas that warranted a more in-depth assessment either because the Town felt that the current land use was no longer appropriate or that there might be a higher and better use of the property
- Special area studies intended to include planning, design, and economic consultants, along with citizens, property owners, and staff
- Studies assess the current conditions of the site, consider possible redevelopment scenarios and the cost and benefit of undertaking a redevelopment plan
- If redevelopment is favored, the study group should propose new uses, design solutions and economic analyses to test possible development scenarios



# Special Area Studies

## **Finalized:**

- Sam's Club tract and adjoining properties

## **Study Complete:**

- Westside of Midway Road, south of Beltway

## **Remaining:**

- Inwood Road Corridor
- Northside of Belt Line Road, between Midway Road and Surveyor Boulevard
- Northside of Belt Line between Business Avenue and Marsh Lane
- Midway Road, north of Belt Line Road
- Town-owned properties along the proposed Cotton Belt Rail Line
- Properties abutting Addison Circle on the east Side of Addison Road between Morris and Airport Parkway
- Possible Development of Medical District around Methodist Hospital
- Investigation of Possibilities for Senior Housing



# Special Area Studies

- Questions for Council:
  - What would Council like to do regarding direction on the west side of Midway, south of Beltway?
  - Which two should staff complete this year?
  - In what order?
  - What process would you like staff to utilize?

AI-1302

2.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** Parks & Recreation

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**AGENDA CAPTION:**

Discuss A **Recognition Garden At The Corner Of Beltway And Proton Drives.**

**BACKGROUND:**

During the work session on April 14th, 2015, Council discussed the Town's naming policy. At this time, Council decided to re-evaluate the corner at Beltway and Proton Drives as a potential Recognition Garden. On July 10th, 2015 the Town entered a professional services agreement with MESA Design Group (MESA) to redesign the portion of the Beltway/Proton Pedestrian Connectivity Project that related to the proposed recognition garden. MESA and Town staff will present the design of the plaza and recognition criteria.

**RECOMMENDATION:**

N/A

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**Fiscal Impact**

**Budgeted Yes/No:** No

**Funding Source:** Unfunded

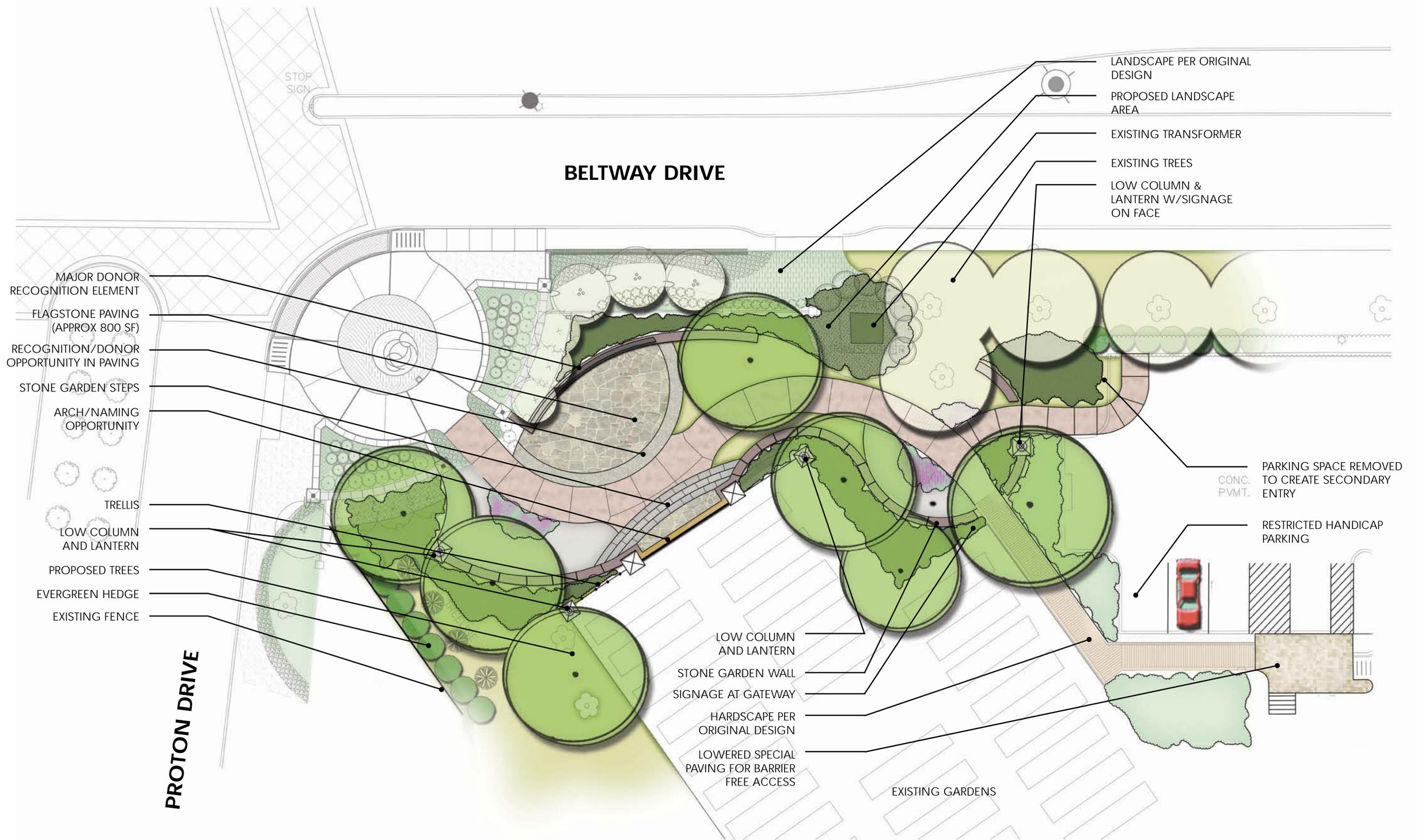
**Amount:** \$219,935.93

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**Attachments**

**Recognition Plaza Schematic Design**

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- MAJOR DONOR RECOGNITION ELEMENT
- FLAGSTONE PAVING (APPROX 800 SF)
- RECOGNITION/DONOR OPPORTUNITY IN PAVING
- STONE GARDEN STEPS
- ARCH/NAMING OPPORTUNITY
- TRELLIS
- LOW COLUMN AND LANTERN
- PROPOSED TREES
- EVERGREEN HEDGE
- EXISTING FENCE

- LANDSCAPE PER ORIGINAL DESIGN
- PROPOSED LANDSCAPE AREA
- EXISTING TRANSFORMER
- EXISTING TREES
- LOW COLUMN & LANTERN W/SIGNAGE ON FACE

- PARKING SPACE REMOVED TO CREATE SECONDARY ENTRY
- RESTRICTED HANDICAP PARKING

- LOW COLUMN AND LANTERN
- STONE GARDEN WALL
- SIGNAGE AT GATEWAY
- HARDSCAPE PER ORIGINAL DESIGN
- LOWERED SPECIAL PAVING FOR BARRIER FREE ACCESS

EXISTING GARDENS

**ADDISON COMMEMORATIVE GARDEN**  
**ADDISON, TX**  
 CONCEPTUAL SITE PLAN  
 TOWN OF ADDISON



AI-1347

6.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** City Manager

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**AGENDA CAPTION:**

Consider Approval Of The Final Payment To Starkbuilt Construction Company For Completion Of The Celestial Park Trail Project In An Amount Not To Exceed \$6,612.82.

**BACKGROUND:**

The work involved removal of the existing decomposed granite trail and installation of a rock salt finished concrete trail. The original budgeted amount of \$18,000.00 was included in the FY2015 Infrastructure Investment Fund. The lowest bid was from Starkbuilt for \$131,141.53 with the additional change order totaling \$1,115.00. The total project cost was \$132,256.53. The amount for approval is a five percent retainage amount of the total contract amount, which was held until the project was completed.

**RECOMMENDATION:**

Staff recommends approval of this item.

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AI-1328

3.

**Work Session and Regular Meeting**

Meeting Date: 10/13/2015

Department: City Manager

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**AGENDA CAPTION:**

Consider **Approval Of The September 22, 2015 City Council Regular Meeting and Work Session Minutes**

**BACKGROUND:**

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

**September 22 2015 Minutes**

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# DRAFT

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

September 22, 2015  
Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254  
7:30 PM Regular Meeting

Present: Arfsten; Carpenter; Heape; Hughes; Mayor Meier; Moore; Wilcox;

### REGULAR MEETING

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#### Pledge of Allegiance

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Announcements And Acknowledgements Regarding Town And  
Council Events And Activities

Discussion Of Events/Meetings

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Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

No speakers.

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#### Consent Agenda: (Items 4-5)

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

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4. Approval Of The September 1, 2015 Special Meeting & Worksession And September 8 2015 City Council Regular Meeting and Work Session Minutes.

Motion made by Moore

Seconded by Arfsten

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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5. Consideration And Approval Of An Ordinance Amending The Code Of Ordinances Of The Town Chapter 18(Building and Building Regulations) Section 18-2 (Subcontractors and Miscellaneous Permit Fee Schedule), Various Sections Of Chapter 82 (Utilities), And Chapter 70 (Streets, Sidewalks and other Public Places) Section 70-163 (Fees) In Order To Establish Or Revise Various Fees Related To Zoning, Construction And Development.

Motion made by Moore

Seconded by Arfsten

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

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## Regular Items

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6. Presentation of the Green Pen Award to Chief John O'Neal.

Deputy Chief David Jones and Mayor Meier presented the award to Chief O'Neal.

7. Presentation And Discussion Of The Finance Department Quarterly Financial Review Of The Town For The Quarter And Year-To-Date Ended June 30, 2015.

Deputy City Manager Cheryl Delaney presented the report to Council. General questions were answered regarding the report. No action taken.

8. Presentation, Discussion, Consideration And Take Action Approving An Ordinance Amending The Town's Annual Budget For The Fiscal Year Ending September 30, 2015.

Motion made by Moore

Seconded by Carpenter

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

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## Executive Session

Closed (executive) session of the Addison City Council pursuant to:

- Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to the ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian way and Ponte Ave, and Farmers Branch Creek.
- Section 551.074, Tex. Gov. Code to discuss the City Manager Search

Update.

Council convened into Executive Session at 8:11pm.

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Reconvene from Executive Session

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9. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

Council reconvened out of Executive Session at 9:21pm.

No action taken.

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Adjourn Meeting

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\_\_\_\_\_  
Mayor-Todd Meier

Attest:

\_\_\_\_\_  
City Secretary-Laura Bell

**Work Session and Regular Meeting****Meeting Date:** 10/13/2015**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Consider **Authorizing The City Manager To Enter Into A Contract With Mister Sweeper, LP For Street Sweeping Services** In An Amount Not To Exceed \$65,875.28.

**BACKGROUND:**

The Town of Addison retains the services of a qualified street sweeping contractor to provide streets that are clear of debris and safe. These services also keep trash and debris from entering into the Town storm water system, which are pathways directly into creeks, streams, and other various waterways.

In September 2015, the Town advertised for street sweeping services on Bidsync. The bid was structured with an annual contract that allows for the potential of 4 additional renewal years. In response to that advertisement, the Town received two bids with the lowest responsible bidder being Mister Sweeper, LP at \$65,875.28. Mister Sweeper has provided sweeping services for other municipalities and comes highly recommended. The program costs associated with this contract are budgeted for in the FY2016 storm water operations budget.

The street sweeping schedule is as follows:

- Principal Arterial, (Belt Line Rd, Midway Rd, Addison Rd, etc.) - Once weekly
- Minor Arterial, (Westgrove Dr, Quorum Dr, etc.) - Once every other week
- Residential Collector and Residential, (Beltway Dr, Lake Forrest Dr, Les Lacs Subdivision, etc.) - Once monthly
- Commercial Collector, (Landmark Pl, Runyon Rd, Wiley Post Rd, etc) - Once every other month

The contractor will also be responsible for sweeping the streets after ice events, sanding operations, special events, and other emergency situations. The contract stipulates that after an ice or snow event, the contractor will be required to remove the sand and other materials within 24 hours. Failure to complete cleaning of less than ninety percent (90%) of the total scheduled curb miles during any cleaning cycle will result in a penalty of \$25.00 per curb mile for each curb mile not cleaned. Such penalty will be deducted by the City from the amount due the Contractor for the period of cleaning during which the deficiency occurs.

**RECOMMENDATION:**

Administration recommends approval

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## Attachments

Contract

Bid Tabulation

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## TERMS AND CONDITIONS

- 1 **F.O.B. DAMAGE:** Goods shall be F.O.B. Delivered, designated Municipal Facility, Town of Addison, Texas, and shall include all delivery and packaging costs, unless otherwise specified on purchase order. The Town of Addison assumes no liability for goods delivered in a damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the Town of damage.
- 2 **QUANTITIES:** In the case of annual estimated requirements contract, the Town of Addison reserves the right to increase, decrease or delete any item or items of material to be furnished. The successful Contractor shall have no claim against the Town for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.
- 3 **SPECIFICATIONS:** Town of Addison has included as part of this contract detailed specifications either on the purchase order, bid continuation form or referenced and attached as separate sheets. Any catalog number, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the Town desires to purchase.
  - 4 **CONTRACT PERIOD:** In the case of annual estimated requirements contract, the contract shall be for a predetermined period as specified on purchase order.
  - 5 **RENEWAL OPTIONS:** In the case of annual estimated requirements contract, if a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both the Town of Addison and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
  - 6 **PAYMENT TERMS:** Payment terms are NET 30 unless otherwise specified on purchase order.
  - 7 **INVOICES:** Invoices must be submitted by the Contractor in duplicate to the Town of Addison Service Center 16801 Westgrove Drive P.O. Box 9010 Addison, Texas 75001.
  - 8 **TAXES:** The Town of Addison is exempt from Federal Excise and State Sales taxes. TAX MUST NOT BE INCLUDED ON INVOICE. Tax exemption certificates will be executed by the Town and furnished upon request.
  - 9 **DELIVERY PROMISE – PENALTIES:** Consistent failure of a Contractor to meet delivery promises without valid reason may cause cancellation of contract and removal from the vendors list. When delivery delay can be foreseen, the Contractor shall give prior notice to the IDS - Street Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must keep the Street Department advised at all times as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Street Department to purchase goods elsewhere and charge any increase in cost and handling to the defaulting contractor. Every effort will be made by the Street Department to locate the goods at the same or better price as that originally contracted.
  - 10 **PACKAGING:** Unless otherwise indicated, items provided by Contractor will be shipped new, unused, in first class condition, and in containers suitable for damage--free shipment and storage.
  - 11 **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the Town of Addison until the Town actually receives and takes possession of the goods at the point(s) of delivery.
  - 12 **PLACE OF DELIVERY:** The place of delivery shall be that set forth in the purchase order. The terms of the agreement are "no arrival, no sale".
  - 13 **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours, i.e., 8:00 a.m. –5:00 p.m. Monday – Friday
  - 14 **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the Town harmless from any claim involving patent right infringement or copyrights on goods supplied.
  - 15 **FUNDING:** The Town of Addison is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the Town reserves the right to terminate, without liability to the City, any contract for which funding is not available.
  - 16 **ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this contract in whole or in part without the prior written consent of the Purchasing Department.
  - 17 **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Town of Addison.
  - 18 **CONTRACTOR SHALL** indemnify the Town of Addison, its officers, agents, contractors and employees (collectively referred to herein as the Town) in accordance with the terms of indemnification set forth in the applicable bid specifications or when not set forth in the bid specifications, the contractor is required to and shall to the fullest extent allowed by Texas Law, defend, indemnify and save harmless the Town of Addison, Texas, its officers, agents, contractors and employees (collectively referred to herein as the Town) from all suits, actions, or other claims of any nature, name and description brought forth or on account of any claims, injuries or damages, actual or alleged, as a result of the execution or performance of contractor, its agents, employees, subcontractors, or suppliers under this purchase order contract or any future contract which may result from this bid award, except when caused by the negligence or willful actions of the Town. Contractor shall pay any judgment with cost which may be obtained against the Town arising from or growing out of such injury or damages.
    - 19 **TERMINATION FOR DEFAULT:** The Town of Addison reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default on this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in accordance with specifications. Breach of contract of default authorizes the Town to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
    - 20 **FORCE MAJEURE:** If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any Civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
  - 21 **REMEDIES:** The Contractor and the City of Richardson agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
  - 22 **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.
  - 23 **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** No officer or employee of the Town shall have financial interest, direct or indirect, in any contract with the Town, or be financially interested, directly or indirectly, in the sale to the Town of any land, materials; supplies or services, except on behalf of the Town and any officer or employee guilty thereof shall thereby forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the **City Manager or City Council, (Art 21. Sec21.01. Richardson City Charter).**



STATE OF TEXAS

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AGREEMENT FOR STREET SWEEPING SERVICES  
COUNTY OF DALLAS

This agreement ("Agreement") is made by and between the Town of Addison, Texas ("Town"), and \_\_\_\_\_ ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the Town desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Town solicited and accepted bids to establish a fixed price annual requirements agreement for street sweeping services in Bid No, **XX-XX** (the "RFB"), and the Contractor submitted a Response to the RFB (the "Response") on or about **December 1, 2014** both of which are incorporated herein for all purposes; and

**WHEREAS**, the Town to desires to select Contractor and engage the services of Contractor for the cleaning and sweeping of certain streets and medians within the Town; and

**WHEREAS**, the Contractor desires to provide street sweeping services for the Town in accordance with the RFB and as set forth in the Response on the terms and conditions set forth in this Agreement; and

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date of execution hereof (the "Effective Date"). The initial term of this Agreement is for a period of one (1) year (the "Initial Term").

1.2 The Parties may, upon mutual agreement, renew the term of this Agreement under the same terms

and conditions set forth herein for four (4) additional terms of one (1) year each (each a "Renewal Term").

1.3 Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other Party.

**PAGE 1 | AGREEMENT FOR  
STREET SWEEPING SERVICES**

**Town of  
Addison  
and**   
  
  
  
  


1.4 The Town may terminate this Agreement immediately at any time without prior written notice to the Contractor in the event that funding is no longer available or the Contractor (1) fails to provide documentation of legal status for any worker provided pursuant to this Agreement upon request of the City; or (2) fails to comply with Federal Immigration Laws. In the event of such termination the Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the Town in accordance with this Agreement prior to such termination.

1.5 The Town may serve written notice upon the Contractor and its surety of the City's intention to terminate this Agreement if: (i) the work done under this Agreement is abandoned by the Contractor; (ii) the Agreement is assigned without the written consent of the City; (iii) the Contractor is adjudged bankrupt; (iv) a general assignment of the Contractor's assets is made for the benefit of its creditors; (v) a receiver is appointed for the Contractor or any of its property; (vi) the work required under this Agreement is being unnecessarily delayed; or (vii) the Contractor is violating any of the material conditions of the Agreement, or is executing same in bad faith or otherwise not in accordance with the terms of said Agreement. Unless, within ten (10) days after the serving of such notice, a satisfactory arrangement is made for continuance, Contractor shall be deemed in default and the Agreement shall be automatically terminated. In this event, the Town may take over and prosecute the work to completion. If at fault, the Contractor and its surety shall be liable to the Town for all damages, as well as excess costs sustained by the Town, by reason of prosecution and completion of the required work by the Town. This Agreement shall not be an asset of the Contractor in the event that: (i) Contractor is adjudged bankrupt; (ii) a receiver is appointed; (iii) a general assignment for the benefit of the Contractor's creditors is made; or (iv) the Contractor is proven insolvent or fails in business.

## **Article II Scope of Service**

2.1 Services. Contractor shall sweep and clean all streets and medians located in the Town as designated on the Bid Schedule in the RFB and the Response. In event of a conflict among this Agreement, the RFB, and the Response, this Agreement, the RFB and Response will control in that order.

2.2 Schedule of Work. Contractor agrees to commence services under this Agreement upon notice to proceed from the Town.

2.3 Labor. Contractor shall at all times observe and comply with all applicable State and Federal labor and immigration laws with respect to performance of work relative to this Agreement.

2.4 Equipment. Contractor shall provide its own equipment, labor, fuel, safety equipment and any other materials necessary to complete the required work. Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence, competence and supervision of its employees.

2.5 Incomplete Work. Failure to complete cleaning of less than ninety percent (90%) of the total scheduled curb miles during any cleaning cycle shall result in a penalty of Twenty Five Dollars (\$25.00) per curb mile for each curb mile not cleaned. Such penalty shall be deducted by the City from the amount due the Contractor for the period of cleaning during which the deficiency occurs.

2.6 Bonding Requirements. The Contractor must maintain a Performance Bond acceptable to the Town in an amount of **Fifty Thousand Dollars (\$50,000.00)**, in the form provided in the documents meeting the requirements of this Agreement in effect for the duration required by this Agreement. A Performance Bond shall also be required for each subsequent year of the Agreement and shall be presented to the Town by the Contractor not later than Sixty (60) days prior to the anniversary date of the Agreement. The Performance Bond amount required for each subsequent year of the Agreement shall be **Fifty Thousand Dollars (\$50,000.00)**. Performance Bonds provided to the Town by the Contractor shall guarantee the performance of the Contractor under the terms and conditions of the Agreement for services between the Parties.

### **Article III Compensation and Method of Payment**

3.1 Compensation. Payment for street cleaning shall be made by the unit price per curb mile actually cleaned as set forth in the Bid Schedule in the Response. The Town will pay Contractor no later than thirty (30) days from the date invoice is received. The Contractor shall submit an invoice to the Town each month for services performed pursuant to this Agreement. The Town shall remit payment to the Contractor within thirty (30) days after receipt of the monthly invoice from the Contractor.

3.2 Estimates. Quantities specified in the RFB are estimates only of the projected annual requirements. Quantities may be increased beyond the estimated quantities listed in the RFB, as necessary, provided funding is available. The Town is not obligated to pay for or use a minimum or maximum amount of services. The Contractor shall have no claim against the City for anticipated profits for the estimated quantities listed, diminished, or deleted.

3.3 Price Adjustment. The unit prices specified in the Response shall be firm for the first annual period of this Agreement. If the option to renew for additional one-year period(s) is exercised by the Town, a price adjustment upward (or downward) may be requested by the Contractor. Contractor shall submit a written request for price adjustment and such request shall include the new unit price(s) and the basis for the determination. The index published for the month of **August, 2014** shall be used as a base for determining price adjustment(s). The index for the month of **August 2015** for each subsequent renewal period shall be used in determining the adjusted price(s) for the ensuing Renewal Term(s), should renewal option(s) be exercised and unit price adjustments be requested. Price adjustment shall be determined as follows: Unit price X% change (the point difference between the base index and the subsequent specified index is divided by the beginning index points and multiplied by 100) if the index equals the amount of price change. Whenever a price adjustment is made pursuant to this clause, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve (12) months between price adjustments. The aggregate of the increase in any unit price shall not exceed 25% of the original unit price.

## **Article IV**

### **Devotion of Time; Personnel; and Equipment**

4.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the Town require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the Town; and without decreasing the effectiveness of the performance of services required under this Agreement.

4.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

## **Article V**

### **Miscellaneous**

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

5.2 Assignment. The Contractor may not assign this Agreement without the prior written consent of Town. In the event of an assignment by the Contractor to which the Town has consented, the assignee shall agree in writing with the Town to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 Amendments. This agreement may be amended by the mutual written agreement of the parties

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

5.7 Independent Contractor. It is understood and agreed by and between the Parties that the Contractor in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor

shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for Town:

With Copy to:

Attn:  
City Manager  
Town of Addison, Texas  
5300 Belt Line Road  
Addison, Texas 75254

If intended for Contractor:



- (d) The commercial liability and workers compensation insurance policy required by this clause shall be endorsed to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Agreement. Copies of such endorsements shall be attached to the Certificate of Insurance signed by a person authorized by the insurer to confirm coverage on its behalf
- (e) The City shall be named as an Alternate Employer under the Workers Compensation policy and a copy of endorsement shall be attached to the Certificate of Insurance signed by a person authorized by the insurer to confirm coverage on its behalf
- (f) Commercial liability insurance shall be endorsed to name the City, its officers, and employees as additional insureds as to all applicable coverage. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy.
- (d) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. The insurer must be duly authorized to transact business in the State of Texas. The commercial liability and workers compensation insurance policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Contractor shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Contractor by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

5.1 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTNELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER). CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ALL THIRD PARTY PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR' S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY INDEMNITEES, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY INDEMNITEES ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.2 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

5.3 Debarment and Suspension. In accordance with 2 CFR section 180.300, the Contractor certifies that the Contractor, its directors, shareholders, officers or employees are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas, or any of its departments or agencies. If during the term of this Agreement, the Contractor, its directors, shareholders, officers or employees becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the Contractor shall immediately provide notification thereof to City. The certification in this section is a material representation of fact relied upon by the City in entering into this Contract.

*(Signature Page to Follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
**Town of Addison, Texas**

**By:** \_\_\_\_\_  
Charles W. Daniels  
City Manager

**ATTEST:**

**By:** \_\_\_\_\_  
-----  
City Secretary

**APPROVED:**

**By:** \_\_\_\_\_  
Brenda McDonald, City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Company Name**

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

**Name:** \_\_\_\_\_

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



IT ALL COMES T

**BID NUMBER 15-40 BEST VA**

	Price - 50%	Price Point Value	Experience & Qualifications -30%
Mr. Sweeper	\$65,875.28	50	30
Waste Partners	\$80,125.12	41.1	30



TOGETHER

**VALUE DETERMINATION**

References - 15%	Past Positive Experience with the Town of Addison - 5%	Best Value Point Total
15	0	95
15	5	91.1

AI-1340

5.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** City Manager

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**AGENDA CAPTION:**

Consider An **Ordinance Providing For Increased Prior And Current Service Annuities Through Texas Municipal Retirement System For Retirees.**

**BACKGROUND:**

The item is the action requested after the Worksession item discussing on October 12, 2015. This item will allow for the service annuities to be updated through the Ad Hoc COLA Adoption.

**RECOMMENDATION:**

Staff recommends approval.

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**Attachments**

Ordinance

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**TOWN OF ADDISON**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE TOWN OF ADDISON, AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1. Increase in Retirement Annuities**

- (a) On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended (the "TMRS Act"), the town of Addison, Texas (the "City") hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the Texas Municipal Retirement System (the "System") to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.
  
- (b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are base, multiplied by 70% of the percentage change in Consumer Price Index for all Urban Consumers, from December of the year immediately preceding the effective date of the person' retirement to the December that is 13 months before the effective date of the increase under this Section.
  
- (c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.
  
- (d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.
  
- (e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

**Section 2. Effective Date.** Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1<sup>st</sup> day of January 2016.

**OFFICE OF THE CITY SECRETARY**

**ORDINANCE NO. \_\_\_\_\_**

**PASSED AND APPROVED** by the City council of the Town of Addison, Texas this the 13<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, Attorney

AI-1324

7.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Consider A **Resolution Appointing A Member To The Planning & Zoning Commission.**

**BACKGROUND:**

Commissioner Oliver's third term on the Planning and Zoning Commission expires on October 13th. This appointment belongs to Council Member Hughes.

**RECOMMENDATION:**

N/A

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**Attachments**

Resolution

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**TOWN OF ADDISON**

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

**A RESOLUTION OF THE CITY COUNCIL OF ADDISON, TEXAS APPOINTING A MEMBER TO SERVE ON THE PLANNING & ZONING COMMISSISON; AND PROVIDIGN AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF ADDISON, TEXAS THAT:**

**SECTION 1**

**Thomas Schaeffer** is appointed to service on the Planning & Zoning Commission at the pleasure of the City Council for the term of October 14, 2015-October 1, 2017 or from the date of their qualification to serve until their successors are appointed and qualified to serve.

**SECTION 2**

This resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this 13<sup>th</sup> day of October, 2015.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Todd Meier, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Laura Bell, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

AI-1343

8.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** City Manager

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**AGENDA CAPTION:**

Consider An **Ordinance Amending The Property Maintenance Code Chapters 18 & 34, Various Sections To Provide Revised Property Maintenance Standards Within The Town.**

**BACKGROUND:**

In Fiscal Year 2015, the Council approved the creation of a code enforcement program. As part of this program, staff conducted a thorough analysis of the Town's codes related to property maintenance. Primarily, these requirements are found in the 2012 International Property Maintenance Code (IPMC), which as adopted by the Town in 2014. However, the Town also has a number of other requirements regulating property maintenance as well as several local amendments to the 2012 IPMC. Staff is bringing forward a number of revisions to various code sections in order to institute a more robust enforcement program.

To expedite Council's consideration of these changes, staff has prepared the attached report which outlines the ordinance and explains each change that is being proposed. Staff's commentary is provided in blue.

In addition to the changes listed, Council has discussed regulating sprinklers so that they do not cause ice to accumulate on streets and sidewalks when the temperature drops below freezing. Irrigation falls under the landscape ordinance which is part of the Zoning Code, which requires that it go through the zoning process for adoption. It will be presented to Council separately on November 10<sup>th</sup>.

**RECOMMENDATION:**

Staff recommends approval of this Ordinance.

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**Attachments**

List of Revisions

Ordinance

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## Property Maintenance Code Revisions

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**Section 2.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-6 – Enforcement, which shall read in its entirety as follows:

Sec. 18-6. – Enforcement.

The provisions of this Chapter may be enforced by any Town of Addison police officer, the Building Official or the City Manager and his/her designees.

Currently, only the Police Department is able to issue citations for code violations. This language expands this authorization to code enforcement personnel as designated by the City Manager.

**Section 3.** Chapter 18 (Buildings and Building Regulations), Section 18-125 – Weeds, shall be amended to read in its entirety as follows:

Sec. 18-125. – Weeds.

The International Property Maintenance Code is amended by changing the first sentence in subsection 302.4 to read as follows:

"All premises and exterior property shall be maintained free from weeds or plant growth in excess of 6 inches for residential property and 8 inches for non-residential property."

Staff is proposing to reduce the maximum height for weeds from 12 inches to 8 inches for non-residential properties. 8 inches has become the standard for most cities.

**Section 4.** Chapter 34 (Environment), Section 34-37 – Removal of dangerous trees and shrubs shall be and is hereby repealed and Section 34-37 shall be added to the Reserved sections.

The Town's current requirements for the safe maintenance of trees and shrubs is located in the Environment section of the Code and the regulations are vague. Staff is proposing to repeal these requirements. Section 5 below proposes to codify new requirements within Chapter 18, where most other property maintenance regulations are located.

**Section 5.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-128 – Standards for trees, plants and shrubs, which shall read in its entirety as follows:

Sec. 18-128. – Standards for trees, plants and shrubs.

(a) Standards for trees, shrubs and plants are as follows:

- (1) Trees, shrubs and plants shall not obstruct the access to or from any door or window of any structure which is used, or is required by city codes and ordinances to be used, for ingress and egress.
- (2) Trees, shrubs or plants shall not create a hazard or an obstruction and shall be maintained within the following minimum clearances:
  - a. Overhead clearance of public sidewalks and other public pathways, seven feet vertical clearance.
  - b. Lateral clearance of public sidewalks and other public pathways, six inches from each edge of the sidewalk or pathway.
  - c. Overhead clearance of streets and alleys, tree limbs and other projections over the street shall be maintained at a minimum of 14 feet vertical clearance above the pavement of the street.
  - d. Lateral clearance of streets and alleys, no encroachment over or above the back of curb or the edge of pavement.
  - e. Sight clearance for signs erected by the city, unobstructed sight distances of 100 feet.
- (3) Trees, shrubs or plants that are dead or which are hazardous to persons or property shall be removed. Any tree, shrub or plant that appears to have lost more than 75 percent of its living foliage shall be considered dead.
- (4) Trees, shrubs or plants shall not obstruct or interfere with:
  - a. A curb, gutter, street, or sidewalk;
  - b. Sewer or water lines, or other public utility;
  - c. A planned public improvement;
  - d. The view or movement of pedestrian or vehicular traffic.

In this section, staff is proposing language that more clearly details requirements for trees and other landscaping. These regulations focus on the safe maintenance and upkeep of landscaping. Oversight of landscaping for compliance with the landscape ordinance and any approved landscape plans for a property will remain under the purview of the Parks Department.

**Section 6.** Chapter 18 (Buildings and Building Regulations) shall be amended to add a new Section 18-129 – Vehicles being offered for sale, which shall read in its entirety as follows:

Sec. 18-129. – Vehicles being offered for sale.

- (a) In all zoning districts, vehicles being offered for sale shall not be parked or stored in the public right-of-way or on public property.
- (b) In residential zoning districts, no more than two vehicles may be parked and offered for sale in a calendar year on the same property. Said vehicles must be registered to the occupant of the property.
- (c) In nonresidential zoning districts, vehicles shall only be offered for sale on property that has a current certificate of occupancy that allows vehicle sales.
  - (1) This shall not apply to a vehicle used by a person employed on that property, if said vehicle is registered to the employee, is used by the employee as their method of transportation to and from the property, and is located on the property only when the employee is on the property.

Staff is proposing to add a new section to regulate individuals selling personal vehicles on various properties. This would be prohibited on public property. For residentially zoned properties, only two vehicles for sale would be permitted within a calendar year. For nonresidential properties, the selling of vehicles is only permitted where a Certificate of Occupancy has been issued for them to do so, unless the vehicle belongs to an employee and is only on the property when the employee is at work on the property.

**Section 7.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-130 – Outside storage in residential areas, which shall read in its entirety as follows:

Section. 18-130. – Outside storage in residential areas.

It shall be unlawful for any person to allow, permit, conduct or maintain any outside storage on any portion of a lot or tract, outside of an enclosed structure or under a carport or covered patio or other projecting overhang, for a continuous period in excess of seven days during a calendar year within the city. Each day during which outside storage occurs shall constitute a separate offense.

- (a) Prohibited outside storage for this section shall include, but not be limited to, the following items stored in a manner other than in an enclosed building:
  - (1) Building material
  - (2) Supplies, materials or other matter associated with a home occupation

- (3) Supplies, materials or other matter associated with a nonresidential activity
  - (4) Chemicals
  - (5) Furniture
  - (6) Appliances not designed for outdoor use
  - (7) Tools, mobile and/or mechanical equipment not connected with a residential use
  - (8) Lawn maintenance equipment
  - (9) Motor vehicle parts and/or accessories including but not limited to engines, transmissions, electrical parts, suspension parts, vehicle body parts, batteries, tires, wheels, hubcaps and other motor vehicle parts.
  - (10) Other items of personal property which are not customarily used or stored outside and which are not made of a material that is resistant to damage or deterioration from exposure to the outside environment; or
  - (11) Trash, garbage or other refuse.
- (b) It shall be an affirmative defense to prosecution
- (1) In the case of all outside storage which is not deemed a nuisance, that such storage:
    - a. Does not occupy more than one percent of the lot area (measured by a single rectangle that would encompass all such outside storage); and
    - b. Is screened from view from private or public property by a solid fence, wall, landscaping, or a combination thereof.
  - (2) In the case of building material, that such material is stored in a workman like manner in compliance with the building code as part of, and in conjunction with, an active building permit.
  - (3) In the case where the item is:
    - a. Awaiting pick up by the city or other sanitation service;
    - b. In a container or bag as approved by the city; and
    - c. In an approved location for the city or other sanitation service pickup.
  - (4) In the case of furniture, that such furniture is designed and constructed for outside use, and further, that such furniture is in good condition and is not deteriorated.

Outside storage is currently prohibited by the Code, but there is no definition for what constitutes outside storage. Staff is proposing to add the above restrictions to more clearly define the term.

**Section 8.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-131 – Accessory structures, which shall read in its entirety as follows:

Section. 18-131. – Accessory structures.

All accessory structures, including but not limited to carports, awnings, patio covers, garages, sheds, and storage buildings, shall be maintained structurally sound, and free of deterioration. All accessory structures shall be protected from the elements by periodic painting, staining or other weatherproofing or surface protection.

Here, staff is proposing language that would address the maintenance and upkeep of accessory structures.

**Section 9.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-132 – Driveway requirements, which shall read in its entirety as follows:

Sec. 18-132. - Driveway requirements.

- (a) All driveways, circular driveways and access drives to improved parking surfaces shall be constructed as a continuous improved surface of concrete, brick pavers, or pavenstone, designed to support vehicular weight and installed on an approved base course or other hard surfaced durable material designed to support vehicular weight approved by the building official.
- (b) Driveways and improved parking surfaces shall be maintained in good and safe condition and be free of holes, cracks, spalling, or other failures that may affect the use, drainage from the property, drainage on adjoining property or the longevity of the material.
- (c) Driveways and improved parking surfaces shall be designed and constructed in compliance with the improved driveway standards of the city.
- (d) Driveway surfaces must be located a minimum of two feet from an interior side property line unless prior approval, recorded in the property records of Dallas County, Texas, has been obtained from the adjoining property owner. Where driveways are located parallel and adjacent to a side street property line, a minimum of five feet shall be provided between the surface and the property line.

Staff is proposing to add language to the Code that regulates the construction and upkeep of driveways. This would apply to both commercial and residential properties.

**Section 10.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-133 – Recreational vehicles – Residential uses, which shall read in its entirety as follows:

Sec. 18-133. – Recreational vehicles – Residential uses.

On property zoned for residential uses, except multi-family, a recreational vehicle may be stored on the property in accordance with the following:

- (1) For purposes of this Section, “recreational vehicle” includes motor homes, campers, trailers, boats and other aquatic vehicles, all-terrain vehicles and other vehicles used for recreational purposes.
- (2) Not more than one recreational vehicle may be stored on the property if:
  - (a) It is located behind the front building line; and
  - (b) It is screened from public view by a fence or wall not less than 6 feet in height

Currently, staff regulates the placement of recreational vehicles by classifying them as outside storage. As the definition of outside storage is refined, staff is proposing regulations specifically for these types of vehicles.

**Section 11.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-134 – Portable storage structure, which shall read in its entirety as follows:

Sec. 18-134. – Portable storage structure.

- (1) The term "portable storage structures" shall be defined to be: any container, storage unit, shed-like container or other portable structure that can or is used for the storage of personal property of any kind and which is located for such purposes outside an enclosed building other than an accessory building or shed complying with all building codes and land use requirements.
- (2) A portable storage structure may be located as a temporary structure on property within the city for a period not exceeding 72 hours in duration from time of delivery to time of removal. Each day that a portable storage structure remains after the removal date shall constitute a violation.

- (3) No more than one portable storage structure may be located on a specific piece of property within the city at one time. Such temporary structures may not be located on a specific property more than one time in any given thirty-calendar-day period. Such temporary structure shall be located no closer than 10 feet to the property line and must be placed on an improved surface. Such structure may not exceed eight feet six inches in height, 10 feet in width or 20 feet in length.
- (4) It shall be the obligation of the owner or user of such temporary structure to secure it in a manner that does not endanger the safety of persons or property in the vicinity of the temporary structure. In the event of high winds or other weather conditions in which such structure may become a physical danger to persons or property, the appropriate law enforcement officers may require the immediate removal of such temporary structure.
- (5) Any portable storage structure shall be removed immediately upon the direction of a law enforcement officer for removal of such temporary structure for safety reasons.

Primarily, portable storage structures are likely to be either PODs or shipping containers. While staff understands that these are necessary at times, keeping them on a property for long periods can and has led to complaints from neighbors. The Code currently does not have a good way to regulate portable storage structures. The proposed language would permit one container of a certain size to be located on a property for 72 hours once within a 30 day period.

**Section 12.** Chapter 18 (Buildings and Building Regulations), Section 18-619 – Barbed wire – Residential uses, shall be renamed and amended to read in its entirety as follows:

Sec. 18-619. – Fence Materials – Residential uses.

Fences within residentially zoned areas of the city, shall be constructed of new materials or products such as, wood planks, and boards, masonry as defined by the building code, and wrought iron or ornamental iron. Materials or products such as rope; string; wire; and wire products including, but not limited to, barbed wire, razor ribbon wire, chicken wire, wire fabric, and welded wire fabrics; chain; netting; cut or broken glass; paper; corrugated metal panels; and plywood are prohibited. Other wood, metal or plastic products that are designed specifically for uses other than fence construction are also prohibited.

Here, staff is proposing to add language regarding allowable and prohibited building materials for residential fences.

**Section 13.** Chapter 18 (Buildings and Building Regulations), Section 18-620 – Same – Nonresidential uses, shall be renamed and amended to read in its entirety as follows:

Sec. 18-620. – Barbed wire – Nonresidential uses.

In nonresidential areas, fences armed with barbed wire are allowed if such arms are located above six feet from the bottom of the fence. Such arms may not extend over public right-of-way or easements or over private property of another person.

Proposed changes in this section are intended to clear up an interpretation about the placement of barbed wire on fences on nonresidential properties. The changes codify staff's interpretation that barbed wire is only allowed on arms of the fence that are over six feet in height.

**Section 14.** Chapter 18 (Buildings and Building Regulations) shall be amended to add a new Section 18-624 – General fence provisions, which shall read in its entirety as follows:

Sec. 18-624. – General fence provisions.

- (a) Fences that are constructed on any property within the city must be of approved materials and must be of uniform construction throughout the fence. Once a pattern of materials and construction method is established, it must be carried throughout the entire length of the fence section from corner post to corner post.
- (b) It shall be unlawful to erect a fence which alters the natural or planned drainage on any residential lot.
- (c) Used or secondhand materials shall not be used in the construction of any fence in a residential area.
- (d) The exterior surface of all masonry fences, including concrete block materials, shall be free from projections, inequalities or unevenness of surface, ridges or hollows, and obstructions. The exterior surface of wood fences in residential areas shall be finished with a stain, pigment, paint or other surface treatment or material that is consistent with other finishes existing on the primary structure existing on the property.
- (e) All fence materials, construction, and workmanship shall comply with all requirements of the building code and all approved plans and specifications.

In this section, staff is proposing more clearly defined regulations on the construction and maintenance of fences.

**Section 15.** Chapter 34 (Environment), Section 34-115 – Graffiti, shall be amended to read in its entirety as follows:

Sec. 34-115. – Graffiti.

It shall be unlawful for any person or firm owning property, acting as manager or agent for the owner of property, or in possession or control of property to fail to remove or effectively obscure any graffiti from such property within 48 hours from receipt of the notice described in this article.

Currently, the Code allows a 30 day period to mitigate graffiti. Most cities have instituted a 48 hour period to do so. Staff is proposing that we adopt this standard.

**ORDINANCE NO.**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE CODE OF ORDINANCES TO PROVIDE ADDITIONAL AUTHORITY FOR CODE ENFORCEMENT, REVISED PROPERTY MAINTENANCE STANDARDS, REGULATIONS FOR VEHICLES OFFERED FOR SALE, REGULATIONS FOR OUTSIDE STORAGE IN RESIDENTIAL AREAS, REGULATIONS FOR ACCESSORY STRUCTURES, REGULATIONS FOR DRIVEWAY REQUIREMENTS, REGULATIONS FOR THE PARKING OF RECREATIONAL VEHICLES ON RESIDENTIAL PROPERTY, REGULATIONS FOR PORTABLE STORAGE STRUCTURES, ENHANCED FENCE REGULATIONS, AND TO REQUIRE GRAFFITI REMOVAL WITHIN 48 HOURS; PROVIDING FOR A PENALTY FOR VIOLATION; AND PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the Town of Addison, has determined that the amendments set forth herein will provide for and will be in the best interests of the health, safety and welfare of all persons within the city.

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

**Section 1. FINDINGS INCORPORATED**

The findings set forth above are incorporated herein for all purposes.

**Section 2.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-6 – Enforcement, which shall read in its entirety as follows:

Sec. 18-6. – Enforcement.

The provisions of this Chapter may be enforced by any Town of Addison police officer, the Building Official or the City Manager and his/her designees.

**Section 3.** Chapter 18 (Buildings and Building Regulations), Section 18-125 – Weeds, shall be amended to read in its entirety as follows:

Sec. 18-125. – Weeds.

The International Property Maintenance Code is amended by changing the first sentence in subsection 302.4 to read as follows:

"All premises and exterior property shall be maintained free from weeds or plant growth in excess of 6 inches for residential property and 8 inches for non-residential property."

**Section 4.** Chapter 34 (Environment), Section 34-37 – Removal of dangerous trees and shrubs shall be and is hereby repealed and Section 34-37 shall be added to the Reserved sections.

**Section 5.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-128 – Standards for trees, plants and shrubs, which shall read in its entirety as follows:

Sec. 18-128. – Standards for trees, plants and shrubs.

(a) Standards for trees, shrubs and plants are as follows:

- (1) Trees, shrubs and plants shall not obstruct the access to or from any door or window of any structure which is used, or is required by city codes and ordinances to be used, for ingress and egress.
- (2) Trees, shrubs or plants shall not create a hazard or an obstruction and shall be maintained within the following minimum clearances:
  - a. Overhead clearance of public sidewalks and other public pathways, seven feet vertical clearance.
  - b. Lateral clearance of public sidewalks and other public pathways, six inches from each edge of the sidewalk or pathway.
  - c. Overhead clearance of streets and alleys, tree limbs and other projections over the street shall be maintained at a minimum of 14 feet vertical clearance above the pavement of the street.
  - d. Lateral clearance of streets and alleys, no encroachment over or above the back of curb or the edge of pavement.
  - e. Sight clearance for signs erected by the city, unobstructed sight distances of 100 feet.
- (3) Trees, shrubs or plants that are dead or which are hazardous to persons or property shall be removed. Any tree, shrub or plant that appears to have lost more than 75 percent of its living foliage shall be considered dead.
- (4) Trees, shrubs or plants shall not obstruct or interfere with:
  - a. A curb, gutter, street, or sidewalk;
  - b. Sewer or water lines, or other public utility;
  - c. A planned public improvement;
  - d. The view or movement of pedestrian or vehicular traffic.

**Section 6.** Chapter 18 (Buildings and Building Regulations) shall be amended to add a new Section 18-129 – Vehicles being offered for sale, which shall read in its entirety as follows:

Sec. 18-129. – Vehicles being offered for sale.

- (a) In all zoning districts, vehicles being offered for sale shall not be parked or stored in the public right-of-way or on public property.
- (b) In residential zoning districts, no more than two vehicles may be parked and offered for sale in a calendar year on the same property. Said vehicles must be registered to the occupant of the property.
- (c) In nonresidential zoning districts, vehicles shall only be offered for sale on property that has a current certificate of occupancy that allows vehicle sales.
  - (1) This shall not apply to a vehicle used by a person employed on that property, if said vehicle is registered to the employee, is used by the employee as their method of transportation to and from the property, and is located on the property only when the employee is on the property.

**Section 7.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-130 – Outside storage in residential areas, which shall read in its entirety as follows:

Section. 18-130. – Outside storage in residential areas.

It shall be unlawful for any person to allow, permit, conduct or maintain any outside storage on any portion of a lot or tract, outside of an enclosed structure or under a carport or covered patio or other projecting overhang, for a continuous period in excess of seven days during a calendar year within the city. Each day during which outside storage occurs shall constitute a separate offense.

- (a) Prohibited outside storage for this section shall include, but not be limited to, the following items stored in a manner other than in an enclosed building:
  - (1) Building material
  - (2) Supplies, materials or other matter associated with a home occupation
  - (3) Supplies, materials or other matter associated with a nonresidential activity
  - (4) Chemicals
  - (5) Furniture
  - (6) Appliances not designed for outdoor use
  - (7) Tools, mobile and/or mechanical equipment not connected with a residential use
  - (8) Lawn maintenance equipment

- (9) Motor vehicle parts and/or accessories including but not limited to engines, transmissions, electrical parts, suspension parts, vehicle body parts, batteries, tires, wheels, hubcaps and other motor vehicle parts.
  - (10) Other items of personal property which are not customarily used or stored outside and which are not made of a material that is resistant to damage or deterioration from exposure to the outside environment; or
  - (11) Trash, garbage or other refuse.
- (b) It shall be an affirmative defense to prosecution
- (1) In the case of all outside storage which is not deemed a nuisance, that such storage:
    - a. Does not occupy more than one percent of the lot area (measured by a single rectangle that would encompass all such outside storage); and
    - b. Is screened from view from private or public property by a solid fence, wall, landscaping, or a combination thereof.
  - (2) In the case of building material, that such material is stored in a workman like manner in compliance with the building code as part of, and in conjunction with, an active building permit.
  - (3) In the case where the item is:
    - a. Awaiting pick up by the city or other sanitation service;
    - b. In a container or bag as approved by the city; and
    - c. In an approved location for the city or other sanitation service pickup.
  - (4) In the case of furniture, that such furniture is designed and constructed for outside use, and further, that such furniture is in good condition and is not deteriorated.

**Section 8.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-131 – Accessory structures, which shall read in its entirety as follows:

Section. 18-131. – Accessory structures.

All accessory structures, including but not limited to carports, awnings, patio covers, garages, sheds, and storage buildings, shall be maintained structurally sound, and free of deterioration. All accessory structures shall be protected from the elements by periodic painting, staining or other weatherproofing or surface protection.

**Section 9.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-132 – Driveway requirements, which shall read in its entirety as follows:

Sec. 18-132. - Driveway requirements.

- (a) All driveways, circular driveways and access drives to improved parking surfaces shall be constructed as a continuous improved surface of concrete, brick pavers, or paverstone, designed to support vehicular weight and installed on an approved base course or other hard surfaced durable material designed to support vehicular weight approved by the building official.
- (b) Driveways and improved parking surfaces shall be maintained in good and safe condition and be free of holes, cracks, spalling, or other failures that may affect the use, drainage from the property, drainage on adjoining property or the longevity of the material.
- (c) Driveways and improved parking surfaces shall be designed and constructed in compliance with the improved driveway standards of the city.
- (d) Driveway surfaces must be located a minimum of two feet from an interior side property line unless prior approval, recorded in the property records of Dallas County, Texas, has been obtained from the adjoining property owner. Where driveways are located parallel and adjacent to a side street property line, a minimum of five feet shall be provided between the surface and the property line.

**Section 10.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-133 – Recreational vehicles – Residential uses, which shall read in its entirety as follows:

Sec. 18-133. – Recreational vehicles – Residential uses.

On property zoned for residential uses, except multi-family, a recreational vehicle may be stored on the property in accordance with the following:

- (1) For purposes of this Section, “recreational vehicle” includes motor homes, campers, trailers, boats and other aquatic vehicles, all-terrain vehicles and other vehicles used for recreational purposes.
- (2) Not more than one recreational vehicle may be stored on the property if:
  - (a) It is located behind the front building line; and
  - (b) It is screened from public view by a fence or wall not less than 6 feet in height

**Section 11.** Chapter 18 (Buildings and Building Regulations), shall be amended to add a new Section 18-134 – Portable storage structure, which shall read in its entirety as follows:

Sec. 18-134. – Portable storage structure.

- (1) The term "portable storage structures" shall be defined to be: any container, storage unit, shed-like container or other portable structure that can or is used for the storage of personal property of any kind and which is located for such purposes outside an enclosed building other than an accessory building or shed complying with all building codes and land use requirements.
- (2) A portable storage structure may be located as a temporary structure on property within the city for a period not exceeding 72 hours in duration from time of delivery to time of removal. Each day that a portable storage structure remains after the removal date shall constitute a violation.
- (3) No more than one portable storage structure may be located on a specific piece of property within the city at one time. Such temporary structures may not be located on a specific property more than one time in any given thirty-calendar-day period. Such temporary structure shall be located no closer than 10 feet to the property line and must be placed on an improved surface. Such structure may not exceed eight feet six inches in height, 10 feet in width or 20 feet in length.
- (4) It shall be the obligation of the owner or user of such temporary structure to secure it in a manner that does not endanger the safety of persons or property in the vicinity of the temporary structure. In the event of high winds or other weather conditions in which such structure may become a physical danger to persons or property, the appropriate law enforcement officers may require the immediate removal of such temporary structure.
- (5) Any portable storage structure shall be removed immediately upon the direction of a law enforcement officer for removal of such temporary structure for safety reasons.

**Section 12.** Chapter 18 (Buildings and Building Regulations), Section 18-619 – Barbed wire – Residential uses, shall be renamed and amended to read in its entirety as follows:

Sec. 18-619. – Fence Materials – Residential uses.

Fences within residentially zoned areas of the city, shall be constructed of new materials or products such as, wood planks, and boards, masonry as defined by the building code, and wrought iron or ornamental iron. Materials or products such as rope; string; wire; and wire products including, but not limited to, barbed wire, razor ribbon wire, chicken wire, wire fabric, and welded wire fabrics; chain; netting; cut or broken glass; paper; corrugated metal panels; and plywood are prohibited. Other wood, metal or plastic products that are designed specifically for uses other than fence construction are also prohibited.

- **Section 13.** Chapter 18 (Buildings and Building Regulations), Section 18-620 – Same – Nonresidential uses, shall be renamed and amended to read in its entirety as follows:

Sec. 18-620. – Barbed wire – Nonresidential uses.

In nonresidential areas, fences armed with barbed wire are allowed if such arms are located above six feet from the bottom of the fence. Such arms may not extend over public right-of-way or easements or over private property of another person.

**Section 14.** Chapter 18 (Buildings and Building Regulations) shall be amended to add a new Section 18-624 – General fence provisions, which shall read in its entirety as follows:

Sec. 18-624. – General fence provisions.

- (a) Fences that are constructed on any property within the city must be of approved materials and must be of uniform construction throughout the fence. Once a pattern of materials and construction method is established, it must be carried throughout the entire length of the fence section from corner post to corner post.
- (b) It shall be unlawful to erect a fence which alters the natural or planned drainage on any residential lot.
- (c) Used or secondhand materials shall not be used in the construction of any fence in a residential area.
- (d) The exterior surface of all masonry fences, including concrete block materials, shall be free from projections, inequalities or unevenness of surface, ridges or hollows, and obstructions. The exterior surface of wood fences in residential areas shall be finished with a stain, pigment, paint or other surface treatment or material that is consistent with other finishes existing on the primary structure existing on the property.
- (e) All fence materials, construction, and workmanship shall comply with all requirements of the building code and all approved plans and specifications.

**Section 15.** Chapter 34 (Environment), Section 34-115 – Graffiti, shall be amended to read in its entirety as follows:

Sec. 34-115. – Graffiti.

It shall be unlawful for any person or firm owning property, acting as manager or agent for the owner of property, or in possession or control of property to fail to remove or effectively obscure any graffiti from such property within 48 hours from receipt of the notice described in this article.

**Section 16. PENALTY CLAUSE**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to a penalty as provided by Section 1-14 of the Code of Ordinances of the Town of Addison, Texas.

**Section 17. SAVINGS CLAUSE**

All rights and remedies of the Town of Addison, Texas, are expressly saved as to any and all violations of the provisions of this Ordinance or any other ordinance which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 18. CUMULATIVE CLAUSE**

This Ordinance shall be cumulative of all provisions of state or federal law and other ordinances of the Town of Addison, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 19. SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 20. REPEALER CLAUSE**

Any provisions of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section 21. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED, APPROVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

\_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

AI-1345

9.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** City Manager

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**AGENDA CAPTION:**

Consider An **Ordinance Amending Various Sections Of Chapter 62 Of The Town Of Addison Code Of Ordinances In Regards To Sign Regulations.**

**BACKGROUND:**

Following a Work Session earlier this year with the City Council, staff was directed to make certain changes to Chapter 62 of the Code of Ordinances which regulates signage within the Town. In addition to the changes discussed with Council, staff has also proposed minor revisions to other sections of the Sign Code to clarify code requirements and codify long standing interpretations where the code was vague.

To expedite Council's consideration of these amendments, staff has prepared the attached report which walks through the ordinance and explains each change being proposed. Staff's commentary is provided in blue.

**RECOMMENDATION:**

Staff recommends approval of this Ordinance.

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**Attachments**

List of Revisions  
Ordinance

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## Sign Code Revisions

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**Section 1.** The Code of Ordinances (the “Code”) of the Town of Addison, Texas, Chapter 62 (Signs), Section 62-1 – Definitions, is hereby amended as follows:

1. The definition of “*Commercial message*” shall be amended to correct a typographical error in subsection (2) where the word “activcities” shall read “activities.”

This change is to correct a typographical error in the Code.

2. A new definition will be added in its proper alphabetical order and shall read in its entirety as follows:

*Festoon lighting* means a string of white outdoor lights suspended between two points as more fully defined in the Electrical Code (NEC).

Festoon lighting is a particular type of strung lighting often found on patios. This has been permitted, but on occasion businesses have strung other types of lighting outside their building and attempted to call it festoon lighting. This change adds a clear definition of what festoon lighting is.

3. The definition of “*Sign*” shall be amended to read in its entirety as follows:  
*Sign* means any device, flag, light, figure, picture, letter, word, message, symbol, plaque or poster visible from outside the premises on which it is located and designed to inform or attract attention.

Here, staff is proposing to remove language for the definition that the sign had to be designed to inform or attract attention “of persons not on the premises.” This could lead to a debate about the intent of a design. By removing this language, the Town has clear authority to regulate any sign visible outside the premises on which it is located.

4. The definition of “*Sign, movement control*” shall be amended to read in its entirety as follows:

*Sign, movement control* means a sign which directs vehicular or pedestrian movement within the premises on which the movement control sign is located.

The intent of a movement control sign is to help visitors navigate through a property, particularly in large retail or office complexes. Previous language also stated that movement control signs could direct people within the premises, but also “into the premises”. This resulted in businesses placing arrows on several signs along their frontage to gain additional signage beyond what was intended. The

revised definition removes “into the premises” so that this does not occur.

- 5. The definition of “*Special event*” shall be amended to read in its entirety as follows:

*Special event* means events which are sponsored in whole or in part by the town.

The previous definition of a special event called out specific Town sponsored events, some of which were no longer in existence, such as WorldFest. Staff is proposing a more generic definition.

**Section 2.** Chapter 62 (Signs), Section 62-33 – Meritorious exceptions, is hereby amended to read as follows:

Sec. 62-33. – Meritorious exceptions.

...

- (b) Fees for an application for a meritorious exception sign shall be \$300.00 for each sign with a maximum amount of \$600.00 per premises for each application.

...

Staff is proposing to raise the fee for a meritorious exception from \$200.00 for each sign to \$300.00 and the maximum fee for a property from \$400.00 to \$600.00. These fees have not been adjusted since they were first established in 1982.

- (d) The following procedures apply to a meritorious exception:

- (1) In the development of the sign criteria, a primary objective has been to ensure against the kind of signage that has led to low visual quality. On the other hand, an equally primary objective has been guarding against overly controlled signage.

- (2) It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly not conforming to this chapter and thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment.

- (3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or

surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a “sign,” constitutes art that makes a positive contribution to the visual environment.

Here staff is proposing to amend subsection 3. Previously, the language called for a sign review board of appeals made up of three or more Council Members to make recommendations regarding meritorious exceptions to the full Council. To staff’s knowledge this review board was never utilized and seems unnecessarily redundant, therefore staff is proposing to remove reference to it.

Furthermore, staff is proposing to add new language giving the Council greater latitude regarding approving exceptions for art that could fall under the Code’s definition of a “sign.”

**Section 3.** Chapter 62 (Signs), Section 62-34 – Impounded signs, shall be amended to read in its entirety as follows:

Sec. 62-34. – Impounded signs.

- (a) Impounded signs may be recovered by the owner within 15 days of the date of impoundment by paying a fee as follows:
  - (1) A fee of \$20.00 for signs which are 12 square feet or less in size.
  - (2) A fee of \$25.00 for signs which are larger than 12 square feet in size.
- (b) Signs not recovered within 15 days of impoundment may be disposed by the town in any manner it shall elect without liability to the owner.

Staff is proposing to increase the fee that owners are required to pay when they wish to get back an illegal sign has been impounded by staff. The previous fee for a sign 12 square feet or less was \$5 with larger signs costing \$10.

**Section 4.** Chapter 62 (Signs), Section 62-35 – Violations, shall be amended to read in its entirety as follows:

Sec. 62-35. – Violations.

It shall be unlawful for any person to intentionally or knowingly violate any term or provision of this chapter; however, this shall not include the failure of a town officer or town employee to perform an official duty unless it is specifically provided in this chapter that the failure to perform the duty is unlawful. Any person violating any of the terms or provisions of this chapter shall be subject to a fine,

upon conviction, in an amount not to exceed \$500.00, and each and every day of continuation of such violation shall constitute a distinct and separate offense.

A person is responsible for a violation of this chapter if the person is:

- (1) The holder of a permit issued under this chapter, or the owner or agent of the business advertised, or person(s) having the beneficial use of a sign that violates any provision of this chapter;
- (2) The owner of the land or structure on which the sign is located; or
- (3) The person in charge of erecting the sign.

Here, staff has added language allowing the Town to hold the business being advertised responsible for violations to the Sign Code. The goal with this revision is to help enforcement against bandit signs. With the revised language, if staff does not observe the sign being placed, then those being advertised on the sign can still be pursued.

**Section 5.** Chapter 62 (Signs), Section 62-51(b) [Permit] Required, shall be amended to change the fee to \$25.00 for a permit to repair a sign.

Staff is proposing to raise the permit fee to repair a sign from \$10.00 to \$25.00 to more fully recover the cost associated with issuing the permit.

**Section 6.** Chapter 62 (Signs) shall be amended to add a new section 62-81 – Abandoned signs, which shall read in its entirety as follows:

Sec. 62-81. – Abandoned signs.

Within 30 days after any business has abandoned its location or tenant space, the building or former tenant owner, or the building or former tenant agent, or the person having beneficial use of the building, structure, or the lot or tract where such business was located shall remove all signs related to such business or have the sign face replaced with a weatherproof, blank face.

This would be a new section of the Code requiring that businesses remove their sign if they close or move from the premises.

**Section 7.** Chapter 62 (Signs), Section 62-137 – Government signs, shall be amended to read in its entirety as follows:

**Sec. 62-137. - Government signs.**

- (a) Nothing in this chapter shall be construed to prevent the display of governmental signs including signs for the control of traffic or other regulatory

purposes, street signs, danger signs, railroad crossing signs and signs of public service companies indicating danger and/or aids to service or safety which are erected by or on approval of the town.

Here, a minor change is proposed that would clarify that all Governmental Signs are exempted from the sign code.

(b) Nothing in this chapter shall be construed to prevent the display of the United States, Texas or Addison flag whose size does not exceed 40 square feet and which flag is displayed upon a flagpole which does not exceed 30 feet in height above the natural grade, or when attached to a building, above the finished elevation of the ground floor as defined by the Building Code. The number of flags on a premises shall not exceed 3. All national flags or state flags in excess of the foregoing sizes must apply for a meritorious exception as set forth in subsection 62-32(a).

Several changes are being proposed to this section. First, the previous language was vague as to the types of flags that could be flown. Staff is proposing to limit these to the U.S., Texas, or Addison flag. Second, the proposed language more clearly defines the permissible height of a flagpole. Third, staff proposes a new provision limiting the number of flag poles on a property.

**Section 8.** Chapter 62 (Signs), Section 62-138 – Holiday decorations, shall be amended in part as follows:

**Sec. 62-138. - Holiday decorations.**

All holiday decorations in districts zoned for single-family residential use are exempt from the following regulations. Nothing in this section shall be construed to prevent tree lights or attached building lights of a primarily decorative nature, clearly incidental and customary and commonly associated with any national, local, or religious holiday, provided such lights shall be displayed November 15 to January 15 only. Additionally, the code enforcement officer may allow tree lights if such lights meet the following criteria:

There is a small change here to remove language stating that a permit is required prior to holiday decorations being installed on non-single-family residential properties. There is no such permit in place.

...

(6) These provisions shall not apply to festoon lighting, which is permitted.

This is a proposed section that clarifies that festoon lighting is not considered holiday decorations.

**Section 9.** Chapter 62 (Signs), Section 62-140 – Gasoline signs, shall be amended to read in its entirety as follows:

Sec. 62-140. – Gasoline signs.

Gasoline price per gallon or credit card signs may be mounted on pump islands only, with the maximum total area of any single sign face not to exceed twelve square feet. One such sign shall be allowed for every four pumps up to a maximum of four signs. All other signage on a pump or pump island shall be limited to the business or fuel identification, operational instructions and state required information.

Currently, signs displaying the cost of gasoline are limited to four square feet and must be located on the pump island. Staff believes this is very restrictive and is proposing to increase this to twelve square feet. With the increased size, staff also proposes limiting the number of these sign to one sign per every four pumps, up to a maximum of four signs.

**Section 10.** Chapter 62 (Signs), Section 62-143 – Single-family, duplex or townhome residential premises, shall be amended to read in its entirety as follows:

Sec. 62-143. – Single-family, duplex or townhome residential premises.

A single family, duplex or townhome residential premises may display one detached, nonilluminated sign which may advertise a garage sale on the premises or refer to the sale or lease of the premises. The sign shall not exceed three square feet. All detached special purpose signs must conform to all the restrictions set forth in this chapter. Except as provided in section 62-247, all political signs must comply with the provisions set forth in this chapter.

In this section, staff has added townhomes to the list of residential premises which may display real estate signage.

**Section 11.** Chapter 62 (Signs), Section 62-145 – Certain vehicular signs, shall be amended to delete subsection (a)(3) and to add subsection (b)(5) which shall read in its entirety as follows:

Sec. 62-145. – Certain vehicular signs.

...

(b) Further, vehicular signs are permitted provided that:

...

(5) The vehicle on which the vehicular sign is located, when on the premises of the business to which such sign relates, shall be parked out of view from the public right of way. If this is not possible due to the

configuration of the site, then the vehicle on which the vehicular sign is located must be parked as far away as reasonably possible from the public right of way.

This is a new section being proposed that will regulate the location of vehicular signs and either eliminate or reduce their visibility from the street.

**Section 12.** Chapter 62 (Signs), Section 62-146 – Window signs, shall be amended to read in its entirety as follows:

Sec. 62-146. – Window signs.

- (a) Signs in windows visible from public rights-of-way are limited to ten percent of the ground floor window area per façade.
- (b) . . .
- (c) In buildings with multiple tenants, these provisions shall be applied to each individual tenant based on the size of the windows located within that portion of the façade adjacent to the tenant’s leased premises.

In subsection a, staff is proposing to replace “facing” with “visible from” public rights-of-way. This will allow the Town to regulate signage that is visible from a public street, even if the sign is not directly facing a street. Also, staff is proposing a clarification in how the window signage allowance is calculated. The current language merely states that a business may use 10% of the window area. Therefore, a business in a multi-story building would have a strong argument that they are permitted to utilize 10% of the entire façade including the upper floors in their percentage calculation. In a 10 story building, a business could theoretically have 100% window coverage on the first floor, which is not the intent of the Code. Staff has proposed additional language to clearly limit window signs to 10% of the ground floor window area.

Staff is also proposing to add subsection c. The new language limits a business to only utilizing 10% of the window area that they occupy. This is codifying a current interpretation.

**Section 13.** Chapter 62-162 – Premises signs, shall be amended to amend subsection (d) which shall read in its entirety as follows:

Sec. 62-162. – Premises signs.

. . .

- (d) All signs and their messages shall be mounted parallel to the building surface to which they are attached. No sign or message shall project more

than 18 inches from the surface to which they are attached. No sign shall be located on the roof or project over the roof line of a building. This does not apply to signs located above structural elements of the building, but which remain below the roof of the façade on which the sign is located.

In this section, language is being proposed that would clarify that signs are installed on top of some element of the building, but that do not extend over the roof of the building, are permitted. This type of signage is often installed on top of an entry awning with no backing and is becoming increasingly popular.

**Section 14.** Chapter 62 (Signs), Section 62-163 Area, Subsection (5), shall be amended to read as follows:

Sec. 62-163. – Area.

Total effective area of attached signs shall not exceed the following schedules:

...

(5) The street curb referenced in Schedule B shall be the street curb closest and/or adjacent to the property where the sign is to be installed and distance shall be measured from the closest point on the sign to the closest point on the street curb. Maximum letter/logo height of attached signs shall be determined by Schedule A or Schedule B as follows:

Staff is proposing new language in this section to clarify that the letter heights of a sign are measured from the closest point of the sign to the closest point on the street curb.

...

b) Not more than 50 percent of the letters in each individual sign height category in Schedules A and B may be 25 percent taller than the specified maximum letter/logo height.

The Sign Code has two schedules for indicating the letter heights of a sign. Schedule A measures the height of the sign above grade and Schedule B measures the horizontal distance from the back of curb. When this section was originally drafted, reference to schedule B was inadvertently left out. Staff is proposing to add it.

**Section 15.** Chapter 62 (Signs), Section 62-187 – Multifamily premises, shall be amended to read in its entirety as follows:

**Sec. 62-187. - Multifamily premises.**

Multifamily premises may have detached signs subject to the following restriction regarding the number of signs. Each premises may have one detached premises sign, provided, however, that premises with more than 750 feet of frontage along a public way, other than an alley, may have one additional detached sign for each 500 feet of additional frontage.

In this section, staff has proposed removing some language to make the code easier to read, but there is no change in the regulations.

**Section 16.** Chapter 62 (Signs), Section 62-208 – Real estate/leasing signs, shall be amended to read as follows:

Sec. 62-208. – Real estate/leasing signs.

Permission is granted to property owners for the erection of a sign to advertise the sale, lease or rent of the property or undeveloped land on which the sign is located. Real estate signs are limited to one per lot except for lots with frontage along more than one public right of way. Any lot with frontage along more than one public right of way may have one sign along each public right of way provided that each frontage is at least 300 feet in length and the signs are spaced at least 50 feet apart. Such signs shall not be placed on utility or light poles, public or private. Signs shall be constructed as follows:

This section has been changed to limit real estate leasing signs to one sign per right of way frontage. Previously, up to four signs could have been located on one frontage in certain circumstances.

(1) Permanent Real estate/leasing signs:

...

**Section 17.** Chapter 62 (Signs), Section 62-210 – Construction signs, shall be amended to read in its entirety as follows:

Sec. 62-201. – Construction signs.

Permission is granted to developers to erect temporary construction signs designed solely to identify contractors, financiers, architects, engineers, and to advertise the coming of new businesses on the premises to which the sign pertains. Such signs shall not be erected prior to the issuance of a building permit for the project to which the sign pertains, and must be removed prior to the issuance of a certificate of occupancy. Such signs shall comply with the provisions of this chapter provided that no sign shall contain more than 36

square feet in effective area. All such signs shall comply with the design standards and regulations as determined by the town. In the case of residential subdivision development, such signs shall be allowed until 75 percent of the residential lots have been sold or 18 months after the issuance of the first certificate of occupancy, whichever event is the first occurring.

The only change being proposed for this section is the addition of the word “solely.” Staff believes that this more clearly states the intent of this section. In the past, developers have wanted to install signs that, while including the permitted information, also included other advertising.

**Section 18.** Chapter 62 (Signs), Section 62-226 – Generally, shall be amended to read in its entirety as follows:

Sec. 62-226. – Generally.

Movement control signs may be erected at any occupancy or upon any premises, other than a single-family or duplex premises, may be attached or detached and may be erected without limit as to number provided that such signs shall comply with all other applicable requirements of this chapter. The occupant of premises who erects a movement control sign shall comply with the following requirements:

- (1) Each sign must not exceed two square feet in effective area.
- (2) Each sign shall be located at least 50 feet behind the back of curb.
- (3) Each sign shall only convey a message which directs vehicular or pedestrian movement within the premises on which the sign is located.
- (4) The sign must contain no advertising.
- (5) Lettering on the attached and detached movement control sign, not to exceed four inches in height, may be used for identification purposes only.

Staff is proposing a number of changes to this section which limit movement control signs from being utilized as additional signage in excess of what would otherwise be allowed by the Code. The changes include requiring that these signs be placed at least 50 feet behind the back of curb and that the signs only convey a message that directs people within the property. This would limit businesses from adding other types of advertising on these signs.

**Section 19.** Chapter 62 (Signs), Section 62-246 – Temporary banner signs; prohibited, exceptions, shall be amended to read in its entirety as follows:

Sec. 62-246. – Temporary banner signs; prohibited, exceptions.

Temporary banner signs are prohibited in all zoning districts in the town except for the following:

Any premises or any nonresidential occupancy may display one banner sign announcing a grand opening of a new business. Display of such sign is limited to a maximum of 60 days per opening. The privilege to begin display of such sign expires three months after the issuance of a certificate of occupancy. Use of grand opening signs only apply to new ownership. Size of banner is limited to 50 square feet with at least one-half of all readable copy stating "Grand Opening" or "Now Open."

Staff is proposing to reduce the time period in which temporary banner signs are permitted for new businesses from six months to three months.

**Section 20.** Chapter 62 (Signs), Section 62-272 – Advertising by balloon prohibited, shall be renamed and amended to read in its entirety as follows:

Sec. 62-272. – Advertising by flag or balloon prohibited.

Advertisement by means of a flag or balloon or other inflated sign anchored to the ground, a building or other structure is prohibited.

The proposed changes in this section clarify that flag signs are not permitted.

**Section 21.** Chapter 62 (Signs), Section 62-280 – Roof signs prohibited, shall be amended to read in its entirety as follows:

Section 62-280. – Roof signs prohibited.

No sign shall be located on the roof or project over the roof line of a building. This does not apply to signs located above structural elements of the building, but which remain below the roof of the façade on which the sign is located.

In this section, language is being proposed that would clarify that signs are installed on top of some element of the building, but that do not extend over the roof of the building, are permitted. This type of signage is often installed on top of an entry awning with no backing and is becoming increasingly popular. Without these changes, it could be construed that these types of signs are roof signs, but staff believes that there is a distinct difference between the two.

**Section 22.** Chapter 62 (Signs), Section 289 – Special Districts, Generally, Subsection (f) Dallas Parkway, shall be amended to add a new sub, subsection (3) which shall read in its entirety as follows:

Sec. 62-389. – Generally

...

(f) Dallas Parkway.

...

- (3) Section 62-270 prohibiting luminaries of any type that outline the elements of a building façade, shall not apply to buildings that are 6 or more stories in height.

When staff held the Work Session discussion, Council indicated a desire to allow the large office buildings along the tollway to have outline lighting. To accomplish this, staff has added subsection 3 to the Dallas Parkway Special Sign District that states that the prohibition on outline lighting does not apply to buildings of 6 or more stories.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 62 SIGNS, TO CLARIFY DEFINITIONS, INCREASE CERTAIN FEES RELATED TO SIGNS, ADD REGULATIONS FOR VEHICULAR SIGNS, LEASING SIGNS, FOR SALE SIGNS, ABANDONED SIGNS, ADDITIONAL LIGHTING FOR BUILDINGS ON THE DALLAS NORTH TOLLWAY, AND TO CLARIFY ENFORCEMENT PROVISIONS; PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE; AND PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS THAT:

**Section 1.** The Code of Ordinances (the “Code”) of the Town of Addison, Texas, Chapter 62 (Signs), Section 62-1 – Definitions, is hereby amended as follows:

1. The definition of “*Commercial message*” shall be amended to correct a typographical error in subsection (2) where the word “activcities” shall read “activities.”
2. A new definition will be added in its proper alphabetical order and shall read in its entirety as follows:  
*Festoon lighting* means a string of white outdoor lights suspended between two points as more fully defined in the Electrical Code (NEC).
3. The definition of “*Sign*” shall be amended to read in its entirety as follows:  
*Sign* means any device, flag, light, figure, picture, letter, word, message, symbol, plaque or poster visible from outside the premises on which it is located and designed to inform or attract attention.
4. The definition of “*Sign, movement control*” shall be amended to read in its entirety as follows:  
*Sign, movement control* means a sign which directs vehicular or pedestrian movement within the premises on which the movement control sign is located.
5. The definition of “*Special event*” shall be amended to read in its entirety as follows:  
*Special event* means events which are sponsored in whole or in part by the town.

**Section 2.** Chapter 62 (Signs), Section 62-33 – Meritorious exceptions, is hereby amended to read as follows:

Sec. 62-33. – Meritorious exceptions.

...

(b) Fees for an application for a meritorious exception sign shall be \$300.00 for each sign with a maximum amount of \$600.00 per premises for each application.

...

(d) The following procedures apply to a meritorious exception:

- (1) In the development of the sign criteria, a primary objective has been to ensure against the kind of signage that has led to low visual quality. On the other hand, an equally primary objective has been guarding against overly controlled signage.
- (2) It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly not conforming to this chapter and thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment.
- (3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a “sign,” constitutes art that makes a positive contribution to the visual environment.

**Section 3.** Chapter 62 (Signs), Section 62-34 – Impounded signs, shall be amended to read in its entirety as follows:

Sec. 62-34. – Impounded signs.

(a) Impounded signs may be recovered by the owner within 15 days of the date of impoundment by paying a fee as follows:

- (1) A fee of \$20.00 for signs which are 12 square feet or less in size.
- (2) A fee of \$25.00 for signs which are larger than 12 square feet in size.

(b) Signs not recovered within 15 days of impoundment may be disposed by the town in any manner it shall elect without liability to the owner.

**Section 4.** Chapter 62 (Signs), Section 62-35 – Violations, shall be amended to read in its entirety as follows:

Sec. 62-35. – Violations.

It shall be unlawful for any person to intentionally or knowingly violate any term or provision of this chapter; however, this shall not include the failure of a town officer or town employee to perform an official duty unless it is specifically provided in this chapter that the failure to perform the duty is unlawful. Any person violating any of the terms or provisions of this chapter shall be subject to a fine, upon conviction, in an amount not to exceed \$500.00, and each and every day of continuation of such violation shall constitute a distinct and separate offense.

A person is responsible for a violation of this chapter if the person is:

- (1) The holder of a permit issued under this chapter, or the owner or agent of the business advertised, or person(s) having the beneficial use of a sign that violates any provision of this chapter;
- (2) The owner of the land or structure on which the sign is located; or
- (3) The person in charge of erecting the sign.

**Section 5.** Chapter 62 (Signs), Section 62-51(b) [Permit] Required, shall be amended to change the fee to \$25.00 for a permit to repair a sign.

**Section 6.** Chapter 62 (Signs) shall be amended to add a new section 62-81 – Abandoned signs, which shall read in its entirety as follows:

Sec. 62-81. – Abandoned signs.

Within 30 days after any business has abandoned its location or tenant space, the building or former tenant owner, or the building or former tenant agent, or the person having beneficial use of the building, structure, or the lot or tract where such business was located shall remove all signs related to such business or have the sign face replaced with a weatherproof, blank face.

**Section 7.** Chapter 62 (Signs), Section 62-137 – Government signs, shall be amended to read in its entirety as follows:

**Sec. 62-137. - Government signs.**

(a) Nothing in this chapter shall be construed to prevent the display of governmental signs including signs for the control of traffic or other regulatory purposes, street signs, danger signs, railroad crossing signs and signs of public service companies indicating danger and/or aids to service or safety which are erected by or on approval of the town.

(b) Nothing in this chapter shall be construed to prevent the display of the United States, Texas or Addison flag whose size does not exceed 40 square feet and which flag is displayed upon a flagpole which does not exceed 30 feet in height above the natural grade, or when attached to a building, above the finished elevation of the ground floor as defined by the Building Code. The number of flags on a premises shall not exceed 3. All national flags or state flags in excess of the foregoing sizes must apply for a meritorious exception as set forth in subsection [62-32\(a\)](#).

**Section 8.** Chapter 62 (Signs), Section 62-138 – Holiday decorations, shall be amended in part as follows:

Sec. 62-138. - Holiday decorations.

All holiday decorations in districts zoned for single-family residential use are exempt from the following regulations. Nothing in this section shall be construed to prevent tree lights or attached building lights of a primarily decorative nature, clearly incidental and customary and commonly associated with any national, local, or religious holiday, provided such lights shall be displayed November 15 to January 15 only. Additionally, the code enforcement officer may allow tree lights if such lights meet the following criteria:

...

(6) These provisions shall not apply to festoon lighting, which is permitted.

**Section 9.** Chapter 62 (Signs), Section 62-140 – Gasoline signs, shall be amended to read in its entirety as follows:

Sec. 62-140. – Gasoline signs.

Gasoline price per gallon or credit card signs may be mounted on pump islands only, with the maximum total area of any single sign face not to exceed twelve square feet. One such sign shall be allowed for every four pumps up to a maximum of four signs. All other signage on a pump or pump island shall be limited to the business or fuel identification, operational instructions and state required information.

**Section 10.** Chapter 62 (Signs), Section 62-143 – Single-family, duplex or townhome residential premises, shall be amended to read in its entirety as follows:

Sec. 62-143. – Single-family, duplex or townhome residential premises.

A single family, duplex or townhome residential premises may display one detached, nonilluminated sign which may advertise a garage sale on the premises or refer to the sale or lease of the premises. The sign shall not exceed three square feet. All detached special purpose signs must conform to all the restrictions set forth in this chapter. Except as provided in [section 62-247](#), all political signs must comply with the provisions set forth in this chapter.

**Section 11.** Chapter 62 (Signs), Section 62-145 – Certain vehicular signs, shall be amended to delete subsection (a)(3) and to add subsection (b)(5) which shall read in its entirety as follows:

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Sec. 62-145. – Certain vehicular signs.

...

(b) Further, vehicular signs are permitted provided that:

...

(5) The vehicle on which the vehicular sign is located, when on the premises of the business to which such sign relates, shall be parked out of view from the public right of way. If this is not possible due to the configuration of the site, then the vehicle on which the vehicular sign is located must be parked as far away as reasonably possible from the public right of way.

**Section 12.** Chapter 62 (Signs), Section 62-146 – Window signs, shall be amended to read in its entirety as follows:

Sec. 62-146. – Window signs.

(a) Signs in windows visible from public rights-of-way are limited to ten percent of the ground floor window area per façade.

(b) ...

(c) In buildings with multiple tenants, these provisions shall be applied to each individual tenant based on the size of the windows located within that portion of the façade adjacent to the tenant's leased premises.

**Section 13.** Chapter 62-162 – Premises signs, shall be amended to amend subsection (d) which shall read in its entirety as follows:

Sec. 62-162. – Premises signs.

...

(d) All signs and their messages shall be mounted parallel to the building surface to which they are attached. No sign or message shall project more than 18 inches from the surface to which they are attached. No sign shall be located on the roof or project over the roof line of a building. This does not apply to signs located above structural elements of the building, but which remain below the roof of the façade on which the sign is located.

**Section 14.** Chapter 62 (Signs), Section 62-163 Area, Subsection (5), shall be amended to read as follows:

Sec. 62-163. – Area.

Total effective area of attached signs shall not exceed the following schedules:

...

(5) The street curb referenced in Schedule B shall be the street curb closest and/or adjacent to the property where the sign is to be installed and distance shall be measured from the closest point on the sign to the closest point on the street curb. Maximum letter/logo height of attached signs shall be determined by Schedule A or Schedule B as follows:

...

(b) Not more than 50 percent of the letters in each individual sign height category in Schedules A and B may be 25 percent taller than the specified maximum letter/logo height.

**Section 15.** Chapter 62 (Signs), Section 62-187 – Multifamily premises, shall be amended to read in its entirety as follows:

**Sec. 62-187. - Multifamily premises.**

Multifamily premises may have detached signs subject to the following restriction regarding the number of signs. Each premises may have one detached premises sign, provided, however, that premises with more than 750 feet of frontage along a public way, other than an alley, may have one additional detached sign for each 500 feet of additional frontage.

**Section 16.** Chapter 62 (Signs), Section 62-208 – Real estate/leasing signs, shall be amended to read as follows:

**Sec. 62-208. – Real estate/leasing signs.**

Permission is granted to property owners for the erection of a sign to advertise the sale, lease or rent of the property or undeveloped land on which the sign is located. Real estate signs are limited to one per lot except for lots with frontage along more than one public right of way. Any lot with frontage along more than one public right of way may have one sign along each public right of way provided that each frontage is at least 300 feet in length and the signs are spaced at least 50 feet apart. Such signs shall not be placed on utility or light poles, public or private. Signs shall be constructed as follows:

(1) Real estate/leasing signs:

...

**Section 17.** Chapter 62 (Signs), Section 62-210 – Construction signs, shall be amended to read in its entirety as follows:

**Sec. 62-201. – Construction signs.**

Permission is granted to developers to erect temporary construction signs designed solely to identify contractors, financiers, architects, engineers, and to advertise the coming of new businesses on the premises to which the sign pertains. Such signs shall not be erected prior to the issuance of a building permit for the project to which the sign pertains, and must

be removed prior to the issuance of a certificate of occupancy. Such signs shall comply with the provisions of this chapter provided that no sign shall contain more than 36 square feet in effective area. All such signs shall comply with the design standards and regulations as determined by the town. In the case of residential subdivision development, such signs shall be allowed until 75 percent of the residential lots have been sold or 18 months after the issuance of the first certificate of occupancy, whichever event is the first occurring.

**Section 18.** Chapter 62 (Signs), Section 62-226 – Generally, shall be amended to read in its entirety as follows:

Sec. 62-226. – Generally.

Movement control signs may be erected at any occupancy or upon any premises, other than a single-family or duplex premises, may be attached or detached and may be erected without limit as to number provided that such signs shall comply with all other applicable requirements of this chapter. The occupant of premises who erects a movement control sign shall comply with the following requirements:

- (1) Each sign must not exceed two square feet in effective area.
- (2) Each sign shall be located at least 50 feet behind the back of curb.
- (3) Each sign shall only convey a message which directs vehicular or pedestrian movement within the premises on which the sign is located.
- (4) The sign must contain no advertising.
- (5) Lettering on the attached and detached movement control sign, not to exceed four inches in height, may be used for identification purposes only.

**Section 19.** Chapter 62 (Signs), Section 62-246 – Temporary banner signs; prohibited, exceptions, shall be amended to read in its entirety as follows:

Sec. 62-246. – Temporary banner signs; prohibited, exceptions.

Temporary banner signs are prohibited in all zoning districts in the town except for the following:

Any premises or any nonresidential occupancy may display one banner sign announcing a grand opening of a new business. Display of such sign is limited to a maximum of 60 days per opening. The privilege to begin display of such sign expires three months after the issuance of a certificate of occupancy. Use of grand opening signs only apply to new ownership. Size of banner is limited to 50 square feet with at least one-half of all readable copy stating "Grand Opening" or "Now Open."

**Section 20.** Chapter 62 (Signs), Section 62-272 – Advertising by balloon prohibited, shall be renamed and amended to read in its entirety as follows:

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Sec. 62-272. – Advertising by flag or balloon prohibited.

Advertisement by means of a flag or balloon or other inflated sign anchored to the ground, a building or other structure is prohibited.

**Section 21.** Chapter 62 (Signs), Section 62-280 – Roof signs prohibited, shall be amended to read in its entirety as follows:

Section 62-280. – Roof signs prohibited.

No sign shall be located on the roof or project over the roof line of a building. This does not apply to signs located above structural elements of the building, but which remain below the roof of the façade on which the sign is located.

**Section 22.** Chapter 62 (Signs), Section 289 – Special Districts, Generally, Subsection (f) Dallas Parkway, shall be amended to add a new sub, subsection (3) which shall read in its entirety as follows:

Sec. 62-389. – Generally

...

(f) Dallas Parkway.

...

(3) Section 62-270 prohibiting luminaries of any type that outline the elements of a building façade, shall not apply to buildings that are 6 or more stories in height.

**Section 23.** Incorporation of Premises. The above and foregoing recitals and premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 24.** Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or an penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

**Section 25.** Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this

Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 26. Penalty.** Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished in accordance with the provisions of Section 1-7 of the Code of Ordinances, Town of Addison, Texas, as amended.

**Section 27. Effective Date.** This Ordinance shall take from and after its adoption and publication as required by law.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Todd Meier, Mayor  
Town of Addison, Texas

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

**Work Session and Regular Meeting****Meeting Date:** 10/13/2015**Department:** Infrastructure- Development Services**AGENDA CAPTION:**

Hold A **Public Hearing** And Consider An **Ordinance Amending The Zoning And Establish A Special Use Permit For A Hotel**, Located In A Commercial-1 (C-1) District, On A 1.64 Acre Vacant Tract Of Land Located Approximately 250 Feet Northeast Of The Intersection Of Addison Road And Belt Line Road. Case 1718-SUP/TownePlace Suites By Marriott.

**BACKGROUND:****COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on September 15, 2015, voted to recommend approval of an ordinance changing the zoning on a 1.64 acre vacant tract of land located approximately 250 feet northeast of the intersection of Addison Road and Belt Line Road, which property is currently zoned Commercial-1, by approving for that property a Special Use Permit for a hotel, subject to the following conditions:

- The hotel shall offer only daily rates for room rental.
- The hotel shall provide customary hotel services including daily linen, maid services, and the upkeep of furniture.
- The hotel shall keep the lobby open and staffed at all times.
- At no time shall more than 10% of the rooms be rented continuously for more than 60 days.
- The hotel shall be required to maintain the Marriott brand. If this condition is not met, then the Town shall authorize hearings to be held for the purpose of reconsidering the Special Use Permit.
- The hotel ownership shall provide certification to the Town on a quarterly basis that they are in compliance with all of the afore mentioned conditions.
- Prior to the issuance of a building permit, the property owner shall be required to provide an avigation easement to the Town.

Voting Aye: Ennis, Morgan, Oliver, Robbins, Robinson

Voting Nay: Griggs, Smith

Abstain: none

Absent: none

**RECOMMENDATION:**

Administration recommends approval.

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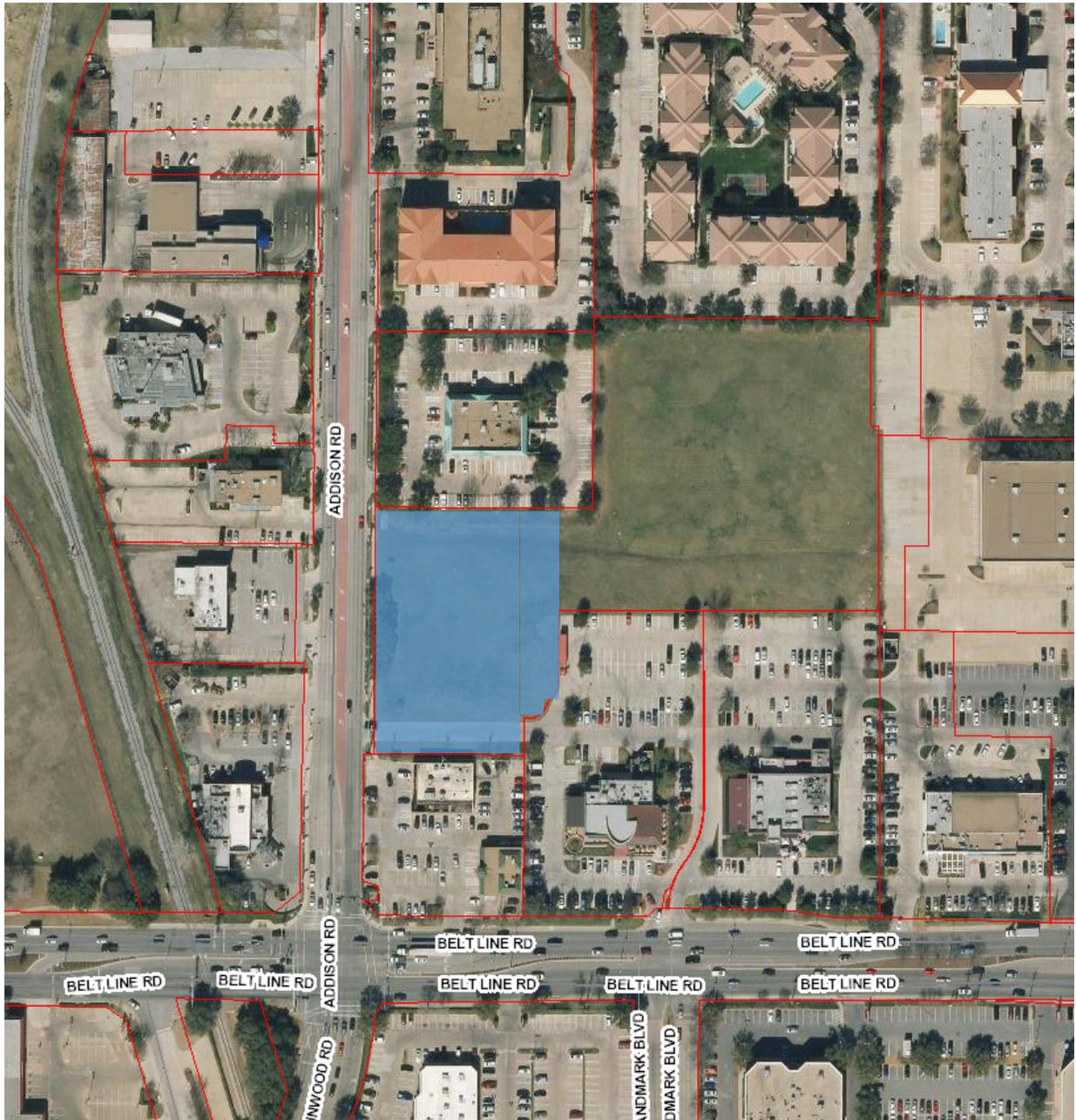
**Attachments**

Case 1718-SUP Coucil Packet  
Ordinance

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# 1718-SUP

**PUBLIC HEARING** Case 1718-SUP/TownePlace Suites by Marriott. Public hearing, discussion, and take action on a recommendation for an ordinance approving a Special Use Permit for a hotel, located in a Commercial-1 (C-1) district, on a 1.64 acre vacant tract of land located approximately 250 feet northeast of the intersection of Addison Road and Belt Line Road, on application from Mayse & Associates, Inc., represented by Mr. Chris Cooper.





September 11, 2015

## STAFF REPORT

RE: Case 1718-SUP/TownePlace Suites by Marriott

LOCATION: 1.64 acre vacant tract of land located approximately 250 feet northeast of the intersection of Addison Road and Belt Line Road

REQUEST: Approval of a Special Use Permit for a hotel in a Commercial-1 district

APPLICANT: Mayse & Associates, Inc. represented by Mr. Chris Cooper.

## DISCUSSION:

Background: This property is a vacant site zoned Commercial-1, which allows for a variety of retail, service and office uses. The site is bounded by Addison Road to the west, Outback Steakhouse to the north, the Home2 Suites by Hilton extended stay hotel currently under construction to the east, and Pei Wei to the south.

This has historically been a difficult site to get interest in from developers. It is off the tollway, which discourages office. It is off Belt Line, which discourages retail and/or restaurants. In the past, there have been some proposals to rezone this land to a multi-family use, however it is within the noise contours of the Addison Airport, which prohibits it from being zoned for residential use. Hotels are not considered a residential use by the FAA and are very commonly located within the noise contours around airports. In Addison, a hotel/motel requires a Special Use Permit to locate in any district.

TownePlace Suites is an extended stay product that is part of the Marriott family of hotels with almost 300 locations nationwide. The brand very recently revealed a new modern prototype. Intended for a younger demographic of business travelers in the Gen X and millennial generations, the new design includes additional amenities such as larger lobbies, gyms and outdoor spaces, as well as a focus on technology.

Proposed Plan: The applicant is proposing a four story building encompassing 47,500 square feet with 81 guest rooms and one meeting room. The rooms will be a combination of 66 king suites and 15 double queen suites. None of the proposed rooms feature a separate living and sleeping area, but include one space with the bed(s), seating, and a workspace. The rooms will also feature a full kitchen with a sink, dishwasher, microwave, stovetop and refrigerator. The hotel provides free breakfast, wi-fi, two outdoor spaces, a business services area, and a market.

Exterior Facades: The basic form of the building was determined by the new TownePlace by Marriott standards. Facades will be finished with a modern brick pattern with various shades of grey, white, and brown. This complies with the masonry requirements of the Commercial-1 zoning district.

Parking: Hotels are required to have one space per guest room as well as 1 space per 300 square feet of meeting space. The site plan indicates that 83 parking spaces will be provided, one more than required.

Landscaping: The Parks Department has reviewed the landscape plan and found it to be in compliance with all Town requirements.

Airport: As mentioned previously, this property falls within the noise contours of the airport. Hotels are an allowed use within that area. Additionally, the site falls under the approach path of the airport. Due to the height of the building, the applicant was required to submit their plans to the FAA for an official height determination. In response, the applicant has provided Town staff with the FAA's "Determination of No Hazard to Air Navigation" meaning that it will not impact airport operations.

Staff would recommend that the property owner be required to provide an Avigation Easement to the Town prior to the issuance of a building permit for the project.

#### RECOMMENDATION: **APPROVAL WITH CONDITIONS**

Staff believes that the proposed hotel could be a good use for this property. This is a suitable location for a hotel because of its proximity to both Belt Line and the Tollway, the Town's primary hotel traffic generators. It is within walking distance to many restaurants and retailers. The hotel's modern aesthetic and amenities are designed to attract younger business travelers, keeping Addison a desired lodging designation for new generations.

Extended stay hotels offer an opportunity for Addison, but are not without their potential challenges. The Town has previously indicated concern about the quality of hotel operations and the impact that has on adjacent properties and the community in general.

Extended stay brands, in particular, can easily transition to offering longer term residences as if it were an apartment complex without the standards and amenities that the Town would require for residential developments. Staff has discussed this concern at length with the applicant and developed a series of conditions that we believe would mitigate these concerns should this use be permitted. With the following conditions, staff would recommend approval of the Special Use Permit for a hotel:

- The hotel shall not accept cash payments for room rental.
- The hotel shall offer only daily rates for room rental.
- The hotel shall provide customary hotel services including daily linen, maid services, and the upkeep of furniture.
- The hotel shall keep the lobby open and staffed at all times.
- At no time shall more than 10% of the rooms be rented continuously for more than 30 consecutive days.
- The hotel shall be required to maintain the Marriott brand. If this condition is not met, then the Town shall authorize hearings to be held for the purpose of reconsidering the Special Use Permit.
- Prior to the issuance of a building permit, the property owner shall be required to provide an avigation easement to the Town.

In addition to these conditions, the site plan and floor plans show that the proposed use will have a lobby, a market, a meeting room, a fitness center and outdoor amenities including a pool. The plans indicate that all rooms will be accessed through an internal corridor. It should be noted that these plans will be included as part of the SUP ordinance and will become requirements of the zoning for this property.

## Land Use Analysis

### Attributes of Success Matrix

TownePlace Suites by Marriott, Addison Road

1718-SUP

Attribute	Comment	Score
Competitive	The site is currently a vacant tract and is underutilized. This use will be a positive addition to our hotel offerings. The site is close enough to the Tollway and Belt Line to be successful.	
Safe	With the proposed conditions, staff believes that the project will be safe.	
Functional	The proposed development plan will be very functional and integrates well with the surrounding uses.	
Visually Appealing	The hotel features contemporary architecture with a modern brick pattern and will have high quality landscaping.	
Supported with Amenities	The site is very close to the restaurants and entertainment venues offered on the adjacent properties and along Belt Line Road.	
Environmentally Responsible	Marriott has national standards promoting environmentally responsible operations in their hotels.	
Walkable	The site is within walking distance to adjacent locations and along Belt Line Road.	
<b>Overall Assessment</b>	<b>With the proposed conditions, this hotel is a good use for this site. The proposal will provide additional support to our businesses and restaurants.</b>	

Case 1718-SUP/TownePlace Suites by Marriott  
September 15, 2015

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 15, 2015, voted to recommend approval of an ordinance changing the zoning on a 1.64 acre vacant tract of land located approximately 250 feet northeast of the intersection of Addison Road and Belt Line Road, which property is currently zoned Commercial-1, by approving for that property a Special Use Permit for a hotel, subject to the following conditions:

- The hotel shall offer only daily rates for room rental.
- The hotel shall provide customary hotel services including daily linen, maid services, and the upkeep of furniture.
- The hotel shall keep the lobby open and staffed at all times.
- At no time shall more than 10% of the rooms be rented continuously for more than 60 days.
- The hotel shall be required to maintain the Marriott brand. If this condition is not met, then the Town shall authorize hearings to be held for the purpose of reconsidering the Special Use Permit.
- The hotel ownership shall provide certification to the Town on a quarterly basis that they are in compliance with all of the afore mentioned conditions.
- Prior to the issuance of a building permit, the property owner shall be required to provide an avigation easement to the Town.

Voting Aye: Ennis, Morgan, Oliver, Robbins, Robinson

Voting Nay: Griggs, Smith

Abstain: none

Absent: none

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. 015-\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR A HOTEL, FOR A VACANT 1.64 ACRE PROPERTY LOCATED APPROXIMATELY 250 FEET NORTHEAST OF THE INTERSECTION OF ADDISON ROAD AND BELT LINE ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, there is currently a 1.64 acre vacant tract of land located approximately 250 feet northeast of the intersection of Addison Road and Belt Line Road zoned Commercial-1; and

**WHEREAS**, hotels and motels require a Special Use Permit; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

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

**Section 1.** That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**Section 2.** That a Special Use Permit for a hotel on a 1.64 acre vacant tract of land located approximately 250 feet northeast of the intersection of Addison Road and Belt Line Road zoned Commercial-1 is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, floor plans, landscape plan, and the elevation drawings, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) If the property for which these Special Use Permits are granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permits granted herein.
- (c) The hotel shall offer only daily rates for room rental.

- (d)The hotel shall provide customary hotel services including daily linen, maid services, and the upkeep of furniture.
- (e)The hotel shall keep the lobby open and staffed at all times.
- (f)At no time shall more than 10% of the rooms be rented continuously for more than 60 days.
- (g)The hotel shall be required to maintain the Marriott brand. If this condition is not met, then the Town shall authorize hearings to be held for the purpose of reconsidering the Special Use Permit.
- (h)The hotel ownership shall provide certification to the Town on a quarterly basis that they are in compliance with all of the afore mentioned conditions.
- (i)Prior to the issuance of a building permit, the property owner shall be required to provide an avigation easement to the Town.

**Section 3.** That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

**Section 4.** That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

**Section 5.** That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 6.** That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 13th day of October, 2015.**

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

\_\_\_\_\_  
Ordinance No. 015-0\_\_

Case No. 1718-SUP/TownePlace Suites by Marriott

Laura Bell, City Secretary

CASE NO: 1718-SUP/TownePlace Suites by Marriott

APPROVED AS TO FORM:

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Brenda N. McDonald, City Attorney

PUBLISHED ON: \_\_\_\_\_

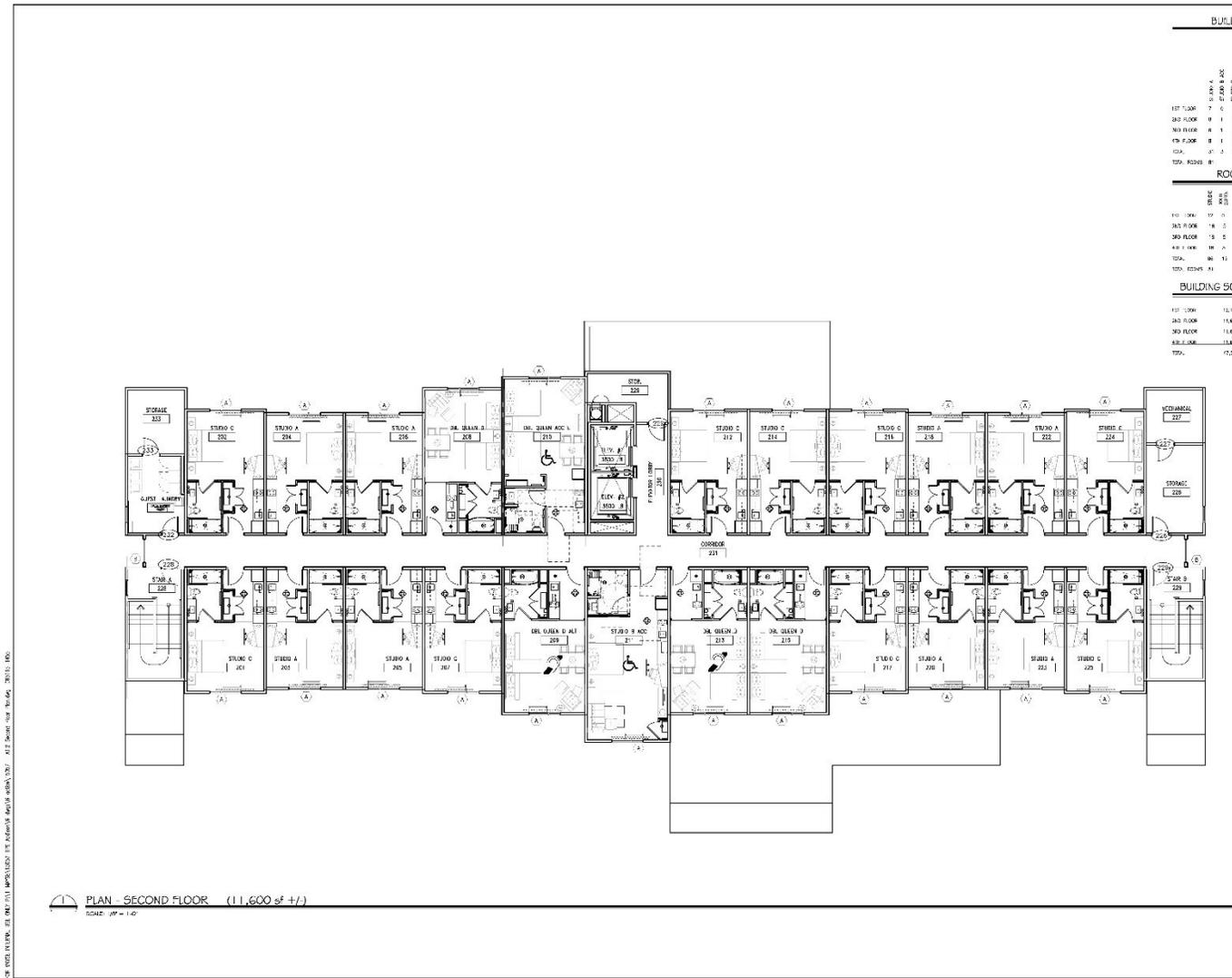
Ordinance No. 015-0\_\_







**EXHIBIT A**









AI-1326

11.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Hold A **Public Hearing** And Consider An **Ordinance Amending Article XXX (Definitions) Of The Zoning Code** In Regards To The Definition Of A Hotel Or Motel. Case No. 1719-Z/Town Of Addison.

**BACKGROUND:**

The Addison Planning and Zoning Commission, meeting in regular session on September 15, 2015, voted to recommend approval of an ordinance amending Article XXX (Definitions) of the Zoning Code by revising the definition of a hotel or motel.

Voting Aye: Ennis, Griggs, Oliver, Robbins, Smith

Voting Nay: Morgan, Robinson

Abstain: none

Absent: none

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

1719-Z Council Packet

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September 11, 2015

## STAFF REPORT

RE: Case 1719-Z/Town of Addison

LOCATION: N/A – This is a text amendment to the zoning code.

REQUEST: Approval of an ordinance amending Article XXX (Definitions) by revising the definition of a hotel or motel.

APPLICANT: Town of Addison, represented by Mr. Charles Goff

## DISCUSSION:

Background: Addison's Zoning Code currently defines a hotel or motel as follows:

A building or arrangement of buildings designed and occupied as a temporary abiding place for guests who are lodged with or without meals, in which the rooms are usually occupied singly or in suites of two rooms for hire.

This definition is vague and does not speak to quality hotels with higher levels of service that Addison would like to encourage. Because the current definition is so broad, all types of hotels must receive the same consideration through the Special Use Permitting process. This limits the Town's ability to distinguish hotel proposals based on, among other characteristics, whether or not they are full service, limited service, economy or extended stay.

Current Request: At the City Council's request, staff has drafted a new hotel definition which is more descriptive and speaks to the characteristics of hotels that Addison would like to see develop in the future. Staff conducted a review of how other cities define hotels and has pulled various components from those codes to draft a new definition for Addison. It reads as follows:

*Hotel.* A building or group of buildings providing overnight or short term lodging for transient guests on a daily rate to the general public. Customary hotel services such as daily linen, maid services, and upkeep of furniture shall be provided. The entrance

to each guest room shall only be gained from a completely enclosed area, except first floor units which may also have direct access from an interior courtyard or swimming pool area. The structure shall contain a lobby, fitness center and a minimum of 5,000 square feet of meeting facilities and may contain a restaurant, business center, gift shop and other various personal services as accessory uses. Not more than 30% of the rooms in a hotel may be suites. Suites are defined as any room with a kitchenette or rooms without a kitchenette but with a parlor and sleeping area separated by a floor to ceiling partition.

The various requirements in this definition are included specifically to indicate the Town's expectations. Hotel proposals that meet this definition would be candidates for Special Use Permits and would face a lower level of scrutiny than those that do not. In the case of a hotel that cannot comply with this definition, the request would be processed through a Planned Development process. This is a subtle but important legal distinction that grants the Town full legislative authority to approve or deny the request. Additionally, the PD process enables the Town to place additional conditions on the hotel through design standards and operational requirements that may serve to mitigate potential concerns about the proposed use.

This definition was presented to the City Council at a Work Session on August 25, 2015 and they directed staff to formally take the revision through the zoning process for approval.

**RECOMMENDATION: APPROVAL**

With 24 hotels built or in development, hospitality is one of Addison's main industries. The revised definition will improve Addison's ability to attract quality development that will ensure Addison's hotels remain successful and are beneficial to the community as a whole. Staff recommends approval of the definition.

Case 1719-Z/Town of Addison  
September 15, 2015

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 15, 2015, voted to recommend approval of an ordinance amending Article XXX (Definitions) of the Zoning Code by revising the definition of a hotel or motel.

Voting Aye: Ennis, Griggs, Oliver, Robbins, Smith

Voting Nay: Morgan, Robinson

Abstain: none

Absent: none

AI-1252

12.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** Infrastructure- Development Services

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**AGENDA CAPTION:**

Present And Discuss **The Town Of Addison Sustainability Plan.**

**BACKGROUND:**

In accordance with the Town's desire to promote sustainability, staff has been working internally to create a Sustainability Plan that will guide Town efforts over the coming years. Staff will provide a presentation on the current draft of the plan to Council at the meeting.

**RECOMMENDATION:**

N/A

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**Attachments**

Sustainability Plan-Draft

SustainabilityPresentation

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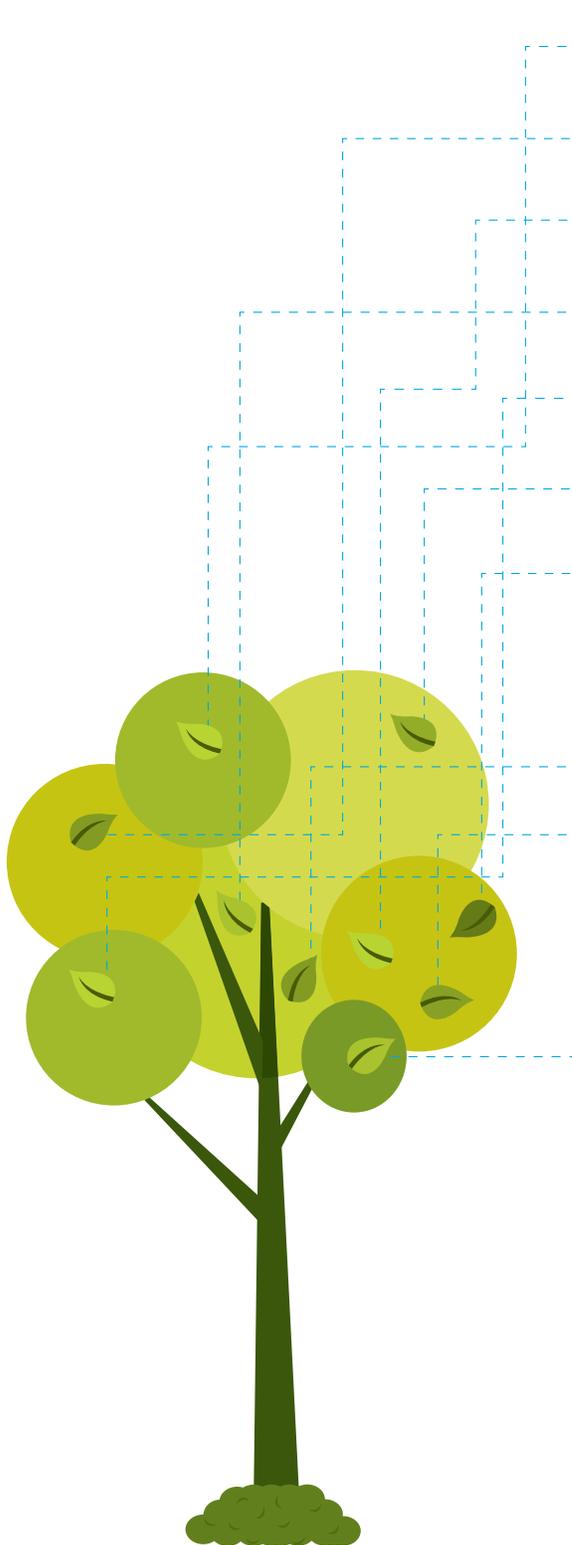
# TOWN OF ADDISON SUSTAINABILITY PLAN 2015

Sus·tain·a·ble  
səˈstænəb(ə)l/

- 1 able to be maintained at a certain rate or level.  
"sustainable fusion reactions"
- 2 able to be upheld or defended.  
"sustainable definitions of good educational practice"
- 3 ADDISON, TEXAS



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## Introduction

In a consumer-centered world, dominated by the idea of supply and demand, the reality that “supply” will eventually come to an end, has been lost. This lost reality has put a strain on our natural resources that is unmatched in all of Earth’s history. This strain has created a growing concern amongst people worldwide that we must begin to lead increasingly more sustainable lifestyles. From eating locally to retrofitting for energy efficiency, people across the globe are making sustainability a priority in their community.

But what is sustainability? The internet is flooded with definitions of this “it” word. Sustainability is most often correlated with the environment and efficient use of natural resources such as water, oil, natural gas, coal and even land. Although a large piece of the sustainability puzzle, this is only a piece. The “triple bottom-line” for sustainability involves these three factors: environment, economics and social. Balancing these three things makes a city truly sustainable. A city that depletes its funds while investing in the latest renewable energy technology is not economically sustainable, even though it may be environmentally sustainable. In the same way, it may be environmentally sustainable to critically limit the amount of watering allowed, but a lack of lawn space may not be socially sustainable in areas where the front yard is the only safe place for children to play. True sustainability walks a very fine line. Addison has worked diligently to incorporate this balanced approach into the Town’s own working definition of sustainability:

**Sustainability: The responsible stewardship of our resources in a way that benefits the social, environmental and economic health and vitality of our local community now and in the future.**

Addison’s definition honors the Town’s commitment to providing its residents with a high-quality standard of living and service. It embodies the “Addison way” by going above and beyond to ensure that our residents, current and future, will be taken care of in a manner that is similar or better than what we’ve always provided.

## About

Addison is no stranger to the issue of sustainability. Themes of responsible resource use, environmental education, preservation of natural beauty and creative problem-solving can be found throughout the town's history. Our residential recycling program, trail connectivity projects and high density mixed-use development at Addison Circle and Vitruvian Park are great examples of this. Therefore, it was a natural progression to put these themes, ideas and goals into a comprehensive plan to shape the future of sustainable policies and programs in Addison.

Charged with the task of creating the Town's first ever Sustainability Plan, the process began with a diverse and passionate group of Addison staff members. This interdepartmental group, deemed the Sustainability Team, met monthly to discuss and evaluate Addison's current policies and programs, while establishing and exploring plans for sustainability in the future. This comprehensive plan provides a common framework that guides our efforts towards a more innovative, informed, connected, resilient and sustainable Addison. This plan ties together the community's vision, mission and goals for sustainability into one easy-to-understand document. It then outlines each program that will help us to reach those goals. Written and designed as a dynamic plan, this document is meant to be revisited and revised often, reflecting the continual nature of change we see in the environment and our community. This is a rolling 5-year plan that will be update annually.

**SUSTAINABILITY PLAN:** *A document that outlines the goals the town has set to become more environmentally conscious, economically diverse, resilient and socially viable, as well as a list of the programs and steps that Addison will take to meet those goals.*

### An overview of the steps taken to develop Addison's Sustainability Plan:

Formed an interdepartmental staff working group to provide expertise and support through planning process

Reviewed and compared sustainability plans from a variety of cities as background

Engaged residents through a survey at the Town Hall Meeting fall 2014

Prioritized Addison's sustainability goals and focus areas

*For more information about anything included in the plan, please contact Taylor Hollingshead at [thollingshead@addisontx.gov](mailto:thollingshead@addisontx.gov).*

# Vision

A vision statement is often described as the “ideal state” of an organization or entity. As the Sustainability Team considered our ideal state for sustainability in Addison, several thoughts came to mind:

We want residents to not only be educated on all matters sustainable, but passionate about and expectant of, sustainable practices in their community; we hope that residents will be the driving force in cultivating a town-wide mindset of sustainability. Developmentally, we want Addison to be a place that attracts businesses that prioritize sustainability and provide fresh and creative ways of thinking. And finally, we want the Town of Addison staff to intentionally incorporate sustainable practices into every policy and program decision made. There is no shortage of hopes for sustainability in Addison; the most difficult endeavor is fitting them into one sentence.

**After much deliberation, our vision for sustainability in Addison is this:**



# Plan Structure

The Town's vision is that sustainability would be incorporated into all aspects of life in Addison. We've structured this plan to mirror that vision by breaking the plan into four different categories of life in Addison;



## Focus Areas

Each category is then broken into **six sustainability-specific focus areas**.

The focus areas are as follows:

- 1 RESOURCE MANAGEMENT
- 2 DEVELOPMENT/LAND USE
- 3 MOBILITY
- 4 ENERGY EFFICIENCY & CONSERVATION
- 5 ECONOMIC DIVERSITY & VITALITY
- 6 COMMUNITY INTEGRITY & INVOLVEMENT

# Focus Areas, defined

## 1 RESOURCE MANAGEMENT

Responsible use of resources, natural or otherwise, that protect the integrity of the resource and provide future generations with the same ability to enjoy, utilize and harvest the resource as the current generation.

*Examples: Composting options for residents, water conservation educational campaign, recycling programs.*

### Guiding Principles for Resource Management

- Establish baseline usage for all material resources and set goals for reduction
- Educate residents and staff on resource management ideals
- Reduce amount of solid waste in Addison
- Promote the use of local products and goods
- Reduce use of, and conserve, natural resources

## 2 DEVELOPMENT/LAND USE

The adoption of land use regulations that, through appropriate management practices, enables land users to maximize the economic and social benefits from the land while maintaining or enhancing the ecological support functions of the land resources.

*Examples: Low-impact development policies, trail connectivity*

### Guiding Principles for Development/Land Use

- Create and implement green standards for development
- Promote low-impact development
- Promote drought tolerant/native & adaptive plants as an alternative to traditional landscaping
- Promote diverse, mixed-use development
- Preserve open spaces and natural areas

## 3 MOBILITY

Modes of transportation and policies pertaining to said modes that cause minimal impact to the environment in the form of emissions, fuel efficiency and energy use.

*Examples: Implementing bike lanes, sidewalk expansions, public transportation educational campaigns.*

### Guiding Principles for Mobility

- Improve & promote pedestrian connectivity
- Reduce automobile dependency in favor of affordable alternatives (biking, public transportation, walking)

# Focus Areas, defined

## 3 ENERGY EFFICIENCY & CONSERVATION

Wisely managing and restraining the consumption of energy.

*Examples: implementation of renewable energy sources, energy awareness & conservation campaigns, retrofitting for energy efficient appliances.*

### Guiding Principles for Energy Efficiency & Conservation

- Promote decreased energy use and the use of renewable energy sources
- Educate community on energy efficiency
- Create energy reduction goals after energy audit establishes town-wide energy use

## 4 ECONOMIC DIVERSITY & VITALITY

The promotion and support of diverse, integrated businesses and industries of all different sizes and scales that encompass and pursue sustainable practices and sustainable business principles.

*Example: Offering incentives to "green" businesses, i.e. Businesses that offer vanpool options or bike-to-work programs.*

### Guiding Principles for Economic Diversity & Vitality

- Develop a broad customer base and diverse workforce to support Addison businesses.
- Cultivate an atmosphere of creativity and sustainability within Addison businesses.
- Support and provide incentives for sustainable business practices.
- Attract a diverse business community so Addison is not overly reliant on any one sector

## 5 COMMUNITY INTEGRITY & INVOLVEMENT

Encompasses matters of social justice, community livability, social equity, public outreach and education, community development and social responsibility.

*Examples: Water Conservation Awareness Campaign, Providing recycling for both single-family homes and multi-family homes*

### Guiding Principles for Community Integrity & Involvement

- Protect and enhance environmental and public health.
- Educate residents on importance of sustainable lifestyle.
- Provide programs that promote community pride and involvement.

Within each focus area we've defined overarching goals, known as Guiding Principles, in order to shape the future policies and programs that are established. The Sustainability Team, with the help of resident surveys, formed the principles listed under each focus area.

Each program or policy in Addison's Sustainability Plan will fall under one of four categories and one of the focus areas. For example, if you are wondering how Addison is working with local businesses to reduce energy use, then check the Work category under the Energy Efficiency and Conservation Focus Area. Each program/policy will be followed by a **short description, timeline, costs associated, guiding principle** that the program is attempting to achieve, and the means by which the success of the program will be measured, otherwise known as **Key Performance Indicators (KPIs)**. At this point, there is not a city program that falls under every category, but our hope is that as the Sustainability Program grows and the plan is reviewed programs will be added.

**An example program is listed below:**

### Multi-family Recycling Pilot Program

This will be a one year "test" program at Garden Oaks Apartment Complex. The city will pay for the cost of building a refuse enclosure and the hauling costs associated, in order to start a recycling program at the complex. The city will also provide the complex with all the educational materials necessary to inform tenants on how to recycle properly. The goal of this program is to provide City Council with enough information to make an informed decision on the issue of multi-family recycling in Addison.



Timeline: Year One



Guiding Principle: Reduce amount of solid waste in Addison



Costs Associated: Construction of refuse enclosure, cost of hauling for one year, cost of designing and printing educational flyers



KPIs: Success will be measured by the number of residents who participate; this will be determined by a survey given to tenants online and in paper. Success will also be determined by some less tangible measures, like contamination to recycling bin, vandalism, etc.

### LEGEND



**Timeline:**

Indicates only the year the program/policy will begin within the 5-year scope of the plan.



**Guiding Principles:**

Over-arching goals or more long term goals for each focus areas.



**Costs Associated:**

General list of all aspects of program that will need to be budgeted.



**KPIs:**

Means by which the success of each program/policy will be measured.



**Resource Management**



**Development/Land Use**



**Mobility**



**Energy Efficiency & Conservation**



**Economic Diversity & Vitality**



**Community Integrity & Involvement**



# LIVE

## (residential)

### What we are currently doing:

- Historically, Addison's approach to residential development has been grounded in sustainable philosophies. The Town is an enclave for both higher-density owner-occupied and higher-density renter-occupied homes. Embracing higher densities results in more meaningful open spaces, better quality construction, allows concentrations of population that make mass transit feasible and encourages healthier life-styles by promoting walking and bicycling to neighborhood amenities.
- Addison currently provides for a residential recycling program with twice per week pick up for our single-family residents. This program gives residents a way to divert waste from the landfill on a daily basis.
- The Town also offers sustainability courses to residents periodically throughout the year, taught mainly by Texas A&M Agrilife Extension.
- Cease the Grease is a City of Dallas-run program that Addison partners with to offer residents a way to properly dispose of cooking fats, oils and grease. The drop-off container is located on the west side of the Whole Foods Market in Village on the Parkway.
- Starting in 2011, the Town and the Addison Arbor Foundation partnered to provide residents with a community garden. This includes 42 individual raised beds where residents can grow their own produce.
- Town zoning ordinances allow for the installation of solar panels and wind energy systems to enable homeowners to utilize renewable energy sources.

# 1 RESOURCE MANAGEMENT

## RM Recycling Rewards Program

The Town will investigate different programs that partner with our waste hauler and offers residents rewards based on the amount they recycle weekly.

-  Timeline: Year 1
-  Guiding Principle: Educate residents and staff on resource management ideals
-  Costs Associated: Cost of the program will be included in resident's solid waste fee
-  KPIs: Progress will be gauged by the amount of residents that enlist in the program. It will be considered a success if the number of program participants increases by 5% each year for the first 2 years.

## RM Multi-family Recycling Pilot Program

This will be a one year "test" program at Garden Oaks Apartment Complex. The city will pay for the cost of building a refuse enclosure and the hauling costs associated, in order to start a recycling program at the complex. The city will also provide the complex with all the educational materials necessary to inform tenants on how to recycle properly. The goal of this program is to provide City Council with enough information to make an informed decision on the issue of multi-family recycling in Addison.

-  Timeline: Year 1-immediate, 12-month project
-  Guiding Principle: Reduce solid waste in Addison
-  Costs Associated: Construction of refuse enclosure, cost of hauling for one year, and the cost of designing and printing educational flyers
-  KPIs: Success will be measured by the number of residents who participate. This will be determined by a survey given to resident online and in paper. Diversion rate will also be a measurement of success.

## RM Rainwater Harvesting Barrel Subsidy

The town will advertise for and subsidize the purchase of rain barrels through a 3rd party vendor.

-  Timeline: Year 1- spring 2015
-  Guiding Principle: Reduce use of, and conserve, natural resources
-  Costs Associated: Subsidy will be for up to \$3,000 worth of rain barrels for residents
-  KPIs: Success will be measured by the number of barrels sold to residents.

## RM Recycling Container Upgrade

This project will transition residents from 18-gallon open containers to 64-gallon rolling carts.

-  Timeline: Year 1-immediate
-  Guiding Principle: Reduce amount of solid waste in Addison
-  Costs Associated: This transition will add (approx.) an additional dollar to each resident's bill each month
-  KPIs: This initiative's success will be measured by an overall increase in the amount of material we recycle each year. Last year, Addison diverted 366 tons from the landfill. Goal for 2015: 458 tons of materials diverted from landfill.

RM

## Establish Town Wide Waste Diversion Baseline and Goals

This project will collect waste disposal information and project reasonable goals for reduction for five years and ten years in the future.



Timeline: Year 2



Guiding Principle: Establish baseline usage for all material resources and set goals for reduction



Costs Associated: Work for this project will be done internally.



KPIs: Success will be measured by meeting the goals we have set for waste diversion in Addison in five years and in ten years.

Source: [pointpark.edu/about/AdminDepts/ProcurementandBusinessServices/Sustainability/FunFacts](http://pointpark.edu/about/AdminDepts/ProcurementandBusinessServices/Sustainability/FunFacts)



## 2

### DEVELOPMENT/LAND USE

Dev

## Drought Tolerant/Native & Adaptive Plants Resident Survey

This will be a survey sent to residents to determine their opinion on what is aesthetically acceptable when landscaping with native, adaptive and drought tolerant plants.



Timeline: End of Year 1



Guiding Principle: Promote drought tolerant/native & adaptive plants as an alternative to traditional landscaping



Costs Associated: Minimal costs associated with this project.



KPIs: The survey will be a success if the response rate is 10% or more.

Dev

## Develop Plant Palette

The Town will work to develop an aesthetically pleasing palette of native/drought tolerant plants as a tool for residents to use



Timeline: Year 2



Guiding Principle: Promote drought tolerant/native and adaptive plants as an alternative to traditional landscaping.



Costs Associated: Minimal costs associated with this project; work to be done by the Town's Landscape Architect



KPIs: Completion of the palette and dispersion to residents via Town Hall Meeting or digital copy will mark success

### 3 MOBILITY

#### M **Pedestrian Connectivity Program**

This program involves connecting the Redding Trail to the Arapaho Trail which will allow pedestrians to walk from Brookhaven College to the Addison Circle District. (Pedestrian Connectivity Project and Belt Line Utility undergrounding), providing enhanced lighting along Beltway and Proton to encourage pedestrian activity in low light conditions. It will also provide a pedestrian crossing from Les Lacs Park pavilion to the Addison Athletic Club and provide a new pedestrian route to the community garden and Addison Athletic Club from Beltway/Proton intersection.

-  Timeline: Year 1
-  Guiding Principle: Improve and promote pedestrian connectivity
-  Costs Associated: Funded by 2012 bond programs and private funds
-  KPIs: Success will be measured by the completion of the project, increased trail usage and an improved walkability score.

### 4 ENERGY EFFICIENCY & CONSERVATION

#### En **"Power Down Campaign"**

This will be a themed educational campaign that challenges residents to turn off all unnecessary electronics from 6PM-7PM on Friday nights (for a set amount of time) and to go outside and be active.

-  Timeline: Year 1- spring/summer 2015
-  Guiding Principle: Educate residents on energy efficiency
-  Costs Associated: Design, printing and postage for flyers, kiosk ads, utility bill inserts, every door direct flyers, etc.
-  KPIs: Success will be measured by the amount of positive feedback we obtain from residents. Feedback will be measured during a year-end sustainability survey.

#### En **Establish baseline for resident energy use/establish goals for energy reduction**

This project will collect data from electric companies as to how much residential/commercial electricity is used daily/weekly/yearly and then decide on reasonable 5 & 10 year reduction goals.

-  Timeline: Year 2-3
-  Guiding Principle: Create energy reduction goals after energy audit establishes town-wide energy use
-  Costs Associated: TBD
-  KPIs: Success will be measure by a decrease in overall energy usage in the town or an increase in renewable energy sources used.

#### En **Sustainable Subsidies Program**

This program will partner with the Infrastructure and Development Services Department to offer Addison residents subsidies for using renewable energy sources (solar, geothermal, wind, etc.), switching to low-e windows, energy-star rated appliances, more efficient HVAC system, etc.

-  Timeline: Year 3-4
-  Guiding Principle: Promote decreased energy use and replace with renewable energy sources
-  Costs Associated: TBD
-  KPIs: Success will be measure by the total number of subsidies given to residents each year, as well as reduction in non-renewable energy usage.

## 5 ECONOMIC DIVERSITY & VITALITY

Eco

### Comprehensive Land Use Plan Goals

The Plan approved by the City Council in 2013 calls for continuing to encourage a variety of higher density residential options. Higher densities support Addison's economy by providing more consumers for Addison retail locations and restaurants. A variety of housing options helps create a diverse workforce to supply local businesses. Addison should be mindful of business needs when making housing decisions.



Timeline: On Going



Guiding Principle: Develop a broad customer base and diverse workforce to support Addison businesses.



Costs Associated: None



KPI's: Success will be measured through the feedback received from Addison businesses about both their customer base and ability to attract a talented workforce.

## 6 COMMUNITY INTEGRITY & INVOLVEMENT

CI

### What Can I Recycle? Campaign

This will be an educational campaign to inform residents of exactly what can/cannot go in their recycling bin. This campaign will consist of every door direct flyers, utility bill inserts, kiosk ads, promotional stickers and pencils, etc.



Timeline: Year 1-immediate



Guiding Principle: Educate residents on importance of sustainable lifestyle/Reduce amount of solid waste in Addison



Costs Associated: Design, printing and postage for educational flyers, kiosk ads, utility bill inserts, every door direct flyers, etc.



KPIs: Success will be measured by an increase in the yearly tonnage of materials recycled. Current year recycling total in 2013 was 366 tons; an increase of 25% will be considered a success.

CI

### Water Conservation Campaign

This will be an educational campaign to inform Addison residents on easy ways to conserve water and how/where Addison sources its water.



Timeline: Year 2



Guiding Principle: Educate residents on importance of a sustainable lifestyle/Reduce use of and conserve natural resources

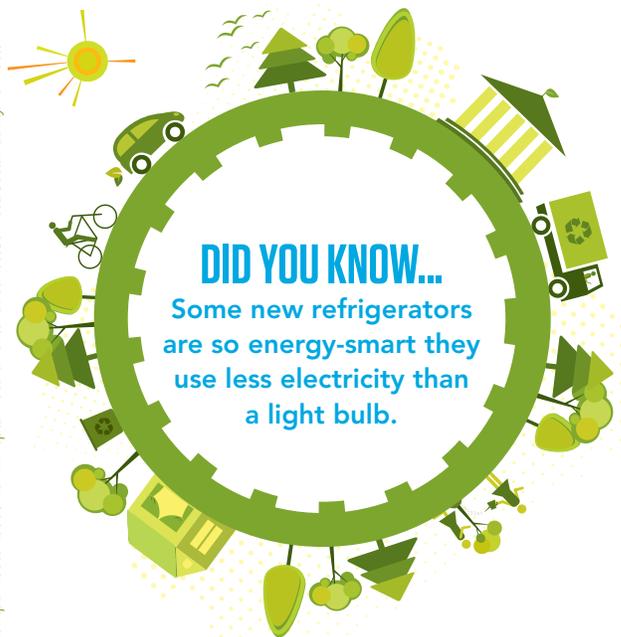


Costs Associated: Design, printing and postage for educational flyers, kiosk ads, utility bill inserts, every door direct flyers, etc.



KPIs: Success will be measured by an increase in compliance with watering guidelines and decreased daily water usage.

Source: [pointpark.edu/About/AdminDepts/ProcurementandBusinessServices/Sustainability/FunFacts](http://pointpark.edu/About/AdminDepts/ProcurementandBusinessServices/Sustainability/FunFacts)





# WORK

(commercial)

## What we are currently doing:

- The Town currently offers the Addison Treehouse as a place to cultivate entrepreneurial talent within Addison. The Treehouse is a resource centered co-working space focused on providing start-up businesses with education, programming/events, and mentorship that are vital for the growth and long term sustainability of businesses.
- The Town also promotes sustainability by offering commercial businesses stormwater utility fee credits to those who voluntarily use effective stormwater control features and techniques, or Best Management Practices (BMPs), on their property to offset the impacts of stormwater runoff quantity and quality from their property.
- Commercial development in Town is required to abide by current regulations regarding energy conservation and environmental protection.

## 1 RESOURCE MANAGEMENT

### RM Explore option of franchising trash/recycling services for businesses

With the help of City Council, the Town of Addison staff will look into revising in order to allow commercial trash/recycling services to be franchised. The goal of this is for every business in Addison to utilize recycling services.

-  Timeline: Year 4-5
-  Guiding Principle: Reduce amount of solid waste in Addison
-  Costs Associated: TBD
-  KPIs: Progress will be measured by the increased tonnage of materials recycled per year by businesses in Addison.

## 2 DEVELOPMENT/LAND USE

### D Develop preferred plant palette for commercial landscaping

This project will adjust the plant palette designed for residents to provide commercial businesses with a palette of desirable, drought-tolerant, native and adaptive plants.

-  Timeline: Year 2-3
-  Guiding Principle: Promote drought tolerant/native & adaptive plants as an alternative to traditional landscaping.
-  Costs Associated: Minimal costs associated with this project; the palette will be designed by Town's Landscape Architect.
-  KPIs: Success will be measured by the number of commercial businesses that adhere to this palette when landscaping or re-landscaping their property.

## 3 MOBILITY

### M Hop-a-Bus Program

For this program the Town will partner with a transit company to provide a bus (or buses) running from 11am-3pm, M-F, along Belt Line from different high density commercial areas to popular restaurants.

-  Timeline: Year 3-4
-  Guiding Principle: Reduce automobile dependency in favor of affordable alternatives
-  Costs Associated: Partnership with a transit provider, advertising and maintenance costs.
-  KPIs: Success will be measured by the number of bus riders that utilize the lunchtime program each month.

### M Pedestrian Connectivity Program

This project will provide enhanced lighting along Quorum Drive (South of Belt Line), Landmark Blvd., and Landmark Pl. to encourage pedestrian activity in low light conditions. It also will include widening the sidewalks with enhanced lighting and landscaping along Beltway (between Midway and Belt Line).

And lastly it will provide a mid-block pedestrian connection from Beltway to Belt Line Road.

-  Timeline: Year 2
-  Guiding Principle: Improve & promote pedestrian opportunities
-  Costs Associated: Funded by 2012 bond program and private funds.
-  KPIs: Success will be measured by the completion of the project, increased trail usage and an improved walkability score.

## 5 ECONOMIC DIVERSITY & VITALITY

### Eco Sustainable Subsidies Program

This program will extend the residential subsidy program to businesses who implement energy efficient best management practices, such as: the use of solar energy, the use of energy-star rated appliances, replacing of HVAC systems with efficient alternatives and retrofitting of windows with low-e windows, etc.

-  Timeline: Year 3-4
-  Guiding Principle: Support and provide incentives for sustainable business practices.
-  Costs Associated: TBD- The program will be joint partnership between the Sustainability Program & Economic Development
-  KPIs: The success of this program will be measured by the number of businesses that are utilizing the subsidies and the decrease they see in electricity usage.

## 6 COMMUNITY INTEGRITY & INVOLVEMENT

### CI Water Conservation Campaign

This campaign will complement the residential water conservation campaign. Educational material, catered specifically to water conservation in the commercial sector will be distributed to all Addison businesses.

-  Timeline: Year 2
-  Guiding Principle: Educate residents and staff on resource management ideals.
-  Costs Associated: Design, printing and postage for educational flyers, kiosk ads, utility bill inserts, every door direct flyers, etc.
-  KPIs: Campaign success will be measured by a decrease in daily water usage in Addison.



# SUPPORT

(government)

## What we are currently doing:

- Addison's fleet of vehicles, run by the General Services Department, currently has ten Hybrid Electric Vehicles. The purchase of those vehicles resulted in a 50% savings in fuel costs over the replaced vehicles.
- The Addison Parks Department runs a highly effective pet waste program which provides bags for pet waste around town and keeps that waste from contaminating our water ways. All Town landscaping follows the Texas Smartscape guidelines, whenever possible. Texas Smartscape is a landscape that is specifically designed to use native and adaptive plants that provide beauty as well as economic and environmental benefit.
- Addison was also one of the first to adopt the Clean Air Policy of the North Central Texas Council of Governments and is a designated Tree City USA.
- The Town also offers a program that pays for Town employee's monthly DART pass if DART is their main mode of transportation to work.
- Addison also has its own blog on sustainability called "Sustainable Addison".

# 1 RESOURCE MANAGEMENT

## RM Airport Rainwater Catchment

A 10,000 gallon rainwater cistern has been installed at the Addison Airport. This program will work with the Airport and Parks Department to design a program to properly use the rainwater collected.

-  Timeline: Year 1
-  Guiding Principle: Reduce use of and conserve natural resources
-  Costs Associated: Containment system & installation by contractors
-  KPI's: Success will be measured by the gallons of rainwater utilized by the Town per year.

## RM All City Buildings Recycling Campaign/Competitions

This program will involve taking inventory of all city building recycling bins and increasing/supplementing where necessary. The program will also educate city employees on what can/can't go in the bin. Part of the campaign will be an organization-wide recycling competition to see which building (or department) recycles the most.

-  Timeline: Year 2-3
-  Guiding Principles: Provide programs that promote community pride and involvement/Reduce amount of solid waste in Addison
-  Costs Associated: Minimal costs associated with this project; campaign will be organized by Town staff
-  KPIs: Success will be measured by an increased recycling rate in the town buildings.

## RM Big Bellies

This program will place "Big Belly" recycling and waste receptacles in Town parks. The receptacles contain solar-powered compactors. These compactors reduce collection frequency by 70-80%.

-  Timeline: Year 2-3
-  Guiding Principles: Preserve open spaces and natural areas/Reduce amount of solid waste in Addison
-  Costs Associated: Town staff will be seeking a grant for this project
-  KPIs: Success will be measured by the implementation of the 'Big Bellies' and simply offering recycling in a place it was not previously offered.

## RM Internal Processes Review to Reduce Paper Consumption

An inventory will be done of all current programs and processes that use paper. This will be followed by a process review to determine how paper utilization can be reduced.

-  Timeline: Year 2
-  Guiding Principles: Establish baseline usage for all material resources and set goals for reduction 2. Educate residents and staff on the resource management ideals
-  Costs Associated: TBD
-  KPIs: Reducing the amount of paper used by any amount will be counted as success

## 2 DEVELOPMENT/LAND USE

D

### Service Center Demonstration Garden

This project will re-landscape Addison's Service Center using mainly drought tolerant/native and adaptive plants. The purpose is to demonstrate to residents the aesthetic appeal of native/drought-tolerant and adaptive plants, along with their potential to save water and money.



Timeline: Year 3



Guiding Principles: Educate residents on importance of a sustainable lifestyle



Costs Associated: Landscaping work, done by contractor.



KPIs: The success of this garden will be measured by a decreased in the water used for irrigating the landscape at the Service Center.

## 3 MOBILITY

M

### Alternative Mode of Transportation to Work Month

This will be a program that happens one month per year and encourages Town employees to use alternative modes of transportation/carpooling. The program will also offer prizes to the winning department.



Timeline: Year 3



Guiding Principle: Reduce automobile dependency in favor of affordable alternatives



Costs Associated: Minimal costs associated with his project.



KPIs: Success will be measured by the number of employees that participate. The participation rate will be measured using an online survey.

## 4 ENERGY EFFICIENCY & CONSERVATION

En

### Wind Energy Stations

This program will include the installation of wind turbines to power charging stations/lights around town or lights in parking lots.



Timeline: Unknown- Project is still being considered



Guiding Principles: Promote decreased energy use and replace with renewable energy sources



Costs Associated: Wind turbine technology and installation of the turbines.



KPIs: Success will be measured by increased awareness of renewable energy amongst residents

## 5 ECONOMIC DIVERSITY & VITALITY

ED

### Incorporate sustainability principles into purchasing process

The Sustainability Program and Finance Department will work together to develop sustainable purchasing policies. It will require all RFP/RFI's to include sustainable procurement principles. A sustainable purchasing guide for staff will also be developed.



Timeline: Year 4



Guiding Principles: Cultivate an atmosphere of creativity and sustainability within Addison businesses and government



Costs Associated: N/A



KPIs: Success will be measured by increased documentation of sustainable suppliers used by the Town through the purchasing process.

## 6 COMMUNITY INTEGRITY & INVOLVEMENT

CI

### Keep Addison Beautiful Program

Keep Addison Beautiful will be a program that gives businesses and organizations the chance to "adopt" a street or park in Addison and do regular clean-ups. Businesses would be promoted on the Town's website.



Timeline: Year 4



Guiding Principle: Provide programs that promote community pride and involvement



Costs Associated: Signage to promote businesses/organizations that have adopted the park or street



KPIs: Success will be measured by number of businesses/organizations that participate in the program.

CI

### Addison Farmer's Market

A weekly market will be organized to offer local farmer's the opportunity to sell their goods as well as offering Addison residents the opportunity to buy fresh, local produce.



Timeline: Year 5



Guiding Principle: Provide programs that promote community pride and involvement



Costs Associated: TBD



KPI's: Success will be measured by the amount of vendors we are able to bring in and the number of people who attend on a weekly basis



# VISIT

## (Hotels, Restaurants, Special Events)

### **What we are currently doing:**

- Addison's Special Events Department provides vendors with a list of sustainability guidelines at each event. Recycling is offered event-wide and highly emphasized through increased signage. Food waste composting is offered to vendors at Fork and Cork and Oktoberfest.
- Addison recognizes that many of our hotels have nationwide corporate sustainability plans and defers them for implementing green business practices.
- The Town works with our restaurants on water conservation through the Ask for a Glass program in which customers are encouraged to ask for a glass of water instead of automatically receiving one that may then go to waste and require that the glass be washed for the next customer.

# 1 RESOURCE MANAGEMENT

RM

## Special Events Sustainability Standards

Town staff will revise the current list of sustainability standards at special events and will create a set of sustainability standards for the town to use at each event. The Town's sustainability standards will include things like appropriate number of recycling bins per event, correct signage and where it should be located and a detailed summary of how to offer food waste composting to patrons.



Timeline: Year 2



Guiding Principle: Establish baseline usage for all material resources and set goals for reduction.



Costs Associated: Minimal costs associated with this project; work will be done by Town staff.



KPI's: Success will be measured by the implementation of the standards into the special event planning process.

RM

## Sustainable Subsidies Program

This program will offer restaurants and hotels subsidies for implementing sustainable best management practices. This program will piggy back off of the residential and commercial subsidy program, but the BMP's will be catered more towards the hospitality industry.



Timeline: Year 3-4



Guiding Principle: Support and incentivize sustainable business practices



Costs Associated: TBD



KPIs: Success will be measured by the number of hotels and restaurants utilizing the subsidies.

# 2 MOBILITY

M

## Addison Bike Share

This will be a bike share program where residents/visitors can rent bikes and drop them off at any bike station around town.



Timeline: Year 3-5



Guiding Principle: Reduce automobile dependency in favor of affordable alternatives



Costs Associated: Bikes, maintenance and personnel to maintain the program. Cost of bike maintenance and advertising for the program will be reoccurring.



KPIs: Success will be measured by the number of bikes used on a weekly basis. Maintenance of bikes will also be taken into account when measuring success.

# 3 ECONOMIC DIVERSITY & DEVELOPMENT

ED

## Addison Green Business Rating System

Based on a set of Best Management Practices determined by the Town and then implemented by commercial entities, Addison will give out a rating that businesses can use to advertise and display to customers. Companies/organizations will have to turn in bi-annual "report cards" to the Town to maintain their status as an "Addison Green Business"



Timeline: Year 2



Guiding Principle: Support and incentivize sustainable business practices



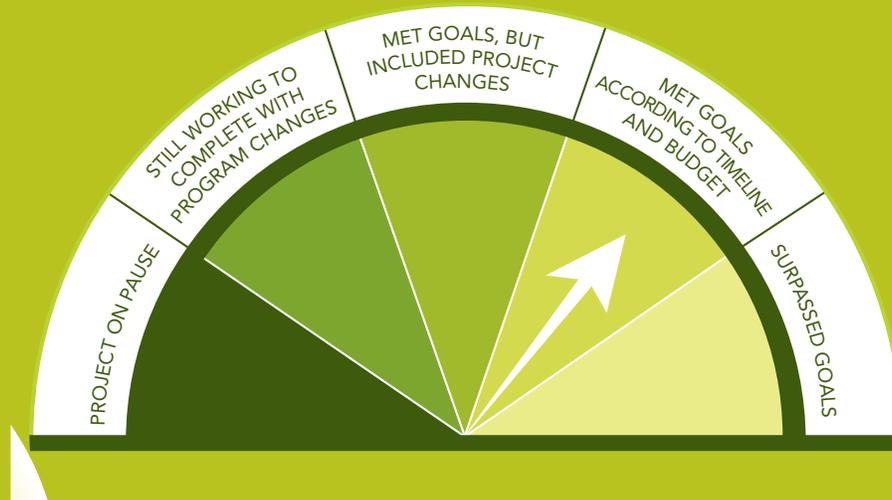
Costs Associated: Minimal costs associated with this project; work will be done by Town staff.



KPI's: Success will be measured by the number of businesses that participate in the program and their bi-annual report cards.

# MEASURING SUSTAINABILITY

Each year a sustainability report card will be provided to residents. The report card will update community members on the implementation of the Sustainability Plan's programs as well as the progress we've shown toward meeting Addison's goals for sustainability. Transparency is a vital part of the Sustainability Program and because of this we will update residents on the setbacks or shortcomings of each program and our plans to improve. The report card format follows:



**Sustainability:** The responsible stewardship of our resources in a way that benefits the social, environmental and economic health and vitality of our local community now and in the future.







ADDISON

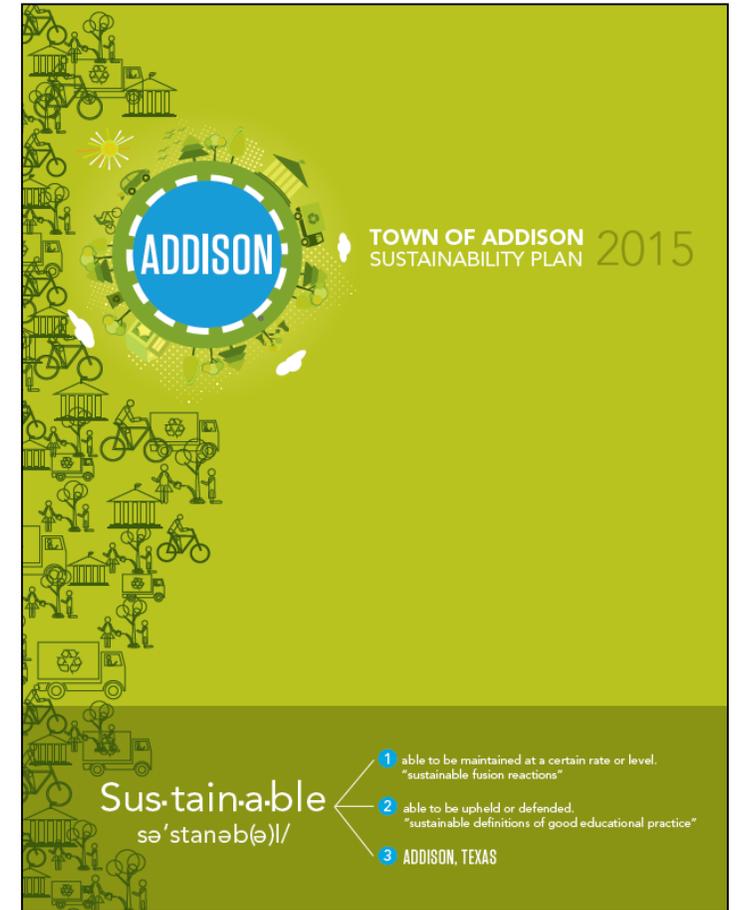


**Sustainability Plan Update**  
**August 2015**



# The Sustainability Plan

- Establishes vision for sustainability in Addison
- Outlines the goals the Town has set to become more environmentally conscious, economically diverse, resilient and socially viable
- Programs and steps that Addison will take to meet goals
- Institutes process and criteria for measuring progress





# Vision



Addison will be a town where sustainability is a core value, woven into every aspect of our community.



# Plan Development

- Formed an interdepartmental working group of staff to develop plan
- Reviewed and compared sustainability plans from other communities
- Engaged residents through survey at Fall Town Hall Meeting
- Determined vision, goals, action steps.
- Prioritized goals and focus areas.

**TOWN OF ADDISON** 2015  
**SUSTAINABILITY PLAN**

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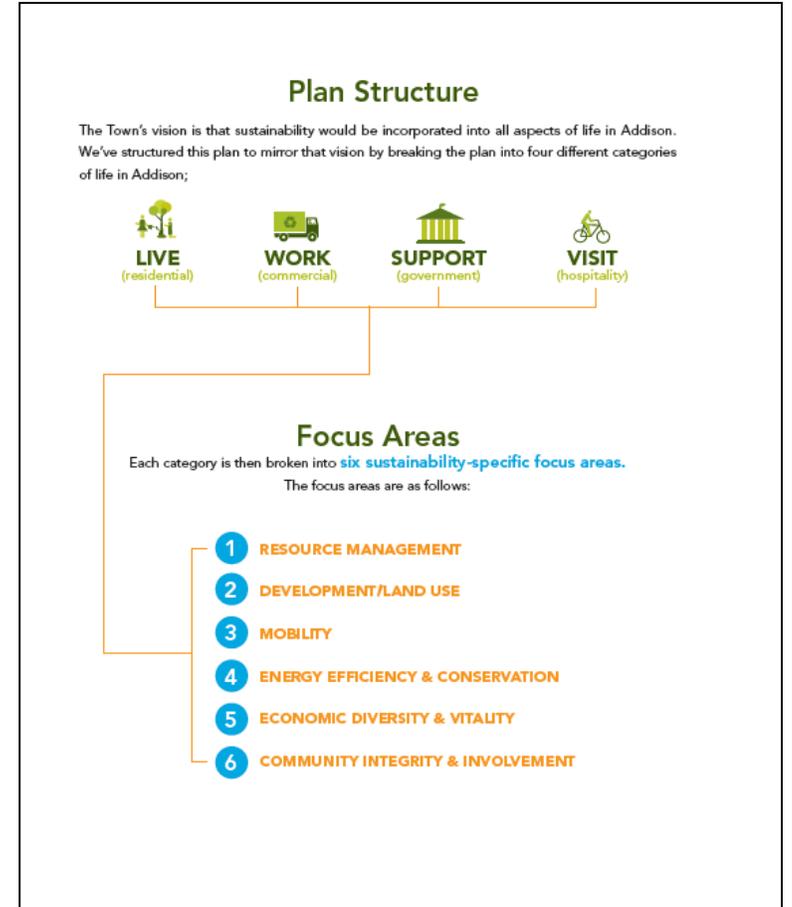
A stylized tree with a green trunk and branches, and several large, light green circular leaves. Dashed blue lines connect the leaves to a list of page numbers and titles on the right.

2	Introduction
3	About
4	Vision
5	Plan Structure
5	Focus Areas
9	LIVE
14	WORK
17	SUPPORT
21	VISIT
23	Measuring Sustainability



# Plan Structure

- 4 categories for Addison
  - Live (residential)
  - Work (commercial)
  - Support (government)
  - Visit (hospitality)
- Six sustainability Focus Areas
- Guiding Principles or Goals
- Programs categorized by Focus Area and Guiding Principles/Goals





# Focus Areas

- Resource Management
- Mobility
- Development/Land Use
- Energy Efficiency & Conservation
- Economic Diversity & Vitality
- Community Integrity & Involvement



# Project Details

## Multi-family Recycling Pilot Program

This will be a one year "test" program at Garden Oaks Apartment Complex. The city will pay for the cost of building a refuse enclosure and the hauling costs associated, in order to start a recycling program at the complex. The city will also provide the complex with all the educational materials necessary to inform tenants on how to recycle properly. The goal of this program is to provide City Council with enough information to make an informed decision on the issue of multi-family recycling in Addison.



Timeline: Year One



Guiding Principle: Reduce amount of solid waste in Addison



Costs Associated: Construction of refuse enclosure, cost of hauling for one year, cost of designing and printing educational flyers



KPIs: Success will be measured by the number of residents who participate; this will be determined by a survey given to tenants online and in paper. Success will also be determined by some less tangible measures, like contamination to recycling bin, vandalism, etc.



Description of the project



Timeline



Guiding Principle under which the project falls



Associated costs



Key Performance Indicator(s)





Questions?

**AI-1320**

**Item # 0.**

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** Economic Development

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**AGENDA CAPTION:**

Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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AI-1321

Item # 0.

**Work Session and Regular Meeting**

**Meeting Date:** 10/13/2015

**Department:** Economic Development

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**AGENDA CAPTION:**

Discuss, consider, and take action regarding a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or regarding the offer of a financial or other incentive to such business prospect or business prospects.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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