



REGULAR WORK SESSION & MEETING OF THE CITY COUNCIL

January 24, 2017

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

5:30 PM DINNER & EXECUTIVE SESSION

6:00 PM WORK SESSION

7:30 PM REGULAR MEETING

Executive Session

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial Court, Dallas, County**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- **Associate Judge Hiring Process**

Reconvene from Executive Session

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2. **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 matters discussed in Executive Session.
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WORK SESSION

3. Present And Discuss The Naming And Recognition Elements For The Spruill Dog Park Conversion.
 4. Present And Discuss The Findings Of The Inwood Road Special Area Study.
 5. Present And Discuss Possible Amendments To The Town's Financial Policies.
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

6. 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.

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.

7. Consider **Action To Approve The Meeting Minutes Of The January 5, 2017 Executive Session And The January 10, 2017 Regular Council Meeting.**
 8. Consider Action On A **Resolution To Approve An Agreement Between The Town Of Addison And Garver LLC For Airport On-Call Engineering Services And Authorize The City Manager To Execute The Agreement In An Amount Not To Exceed \$100,000.**
 9. Consider Action On A **Resolution To Approve An Agreement Between The Town Of Addison And ADS Importing, LLC DBA ADS US Sport Aircraft For The Renewal Of The Conventional Hangar Lease At 4700 Airport Parkway And Authorize The City Manager To Execute The Agreement To A Term Expiring On July 31, 2018.**
 10. Consider Action On An **Ordinance Ordering An Election On May 6, 2017 For The Purpose Of Electing Three (3) Council Members And One (1) Mayor For Two (2) Year Terms Each.**
 11. Consider Action On A **Resolution To Approve An Economic Development Program Grant Agreement With Stream Gas & Electric, Ltd And Authorize The City Manager To Execute The Agreement.**
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Regular Items

12. Present, Discuss, And Consider Action On **A Resolution To Approve An Agreement Between The Town Of Addison And Kimley-Horn, Inc., And Associates For Services Related To The Town Of Addison's Americans With Disabilities Act (ADA) Self-Evaluation And Transition Plan And Authorize The City Manager To Execute The Agreement In The Amount Not To Exceed \$338,000.**
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13. Present And Discuss **An Update On Pay For Performance Increases.**

Adjourn Meeting

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.

Posted:

Laura Bell, 1/19/2017, 8:00 pm

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

AI-2060

1.

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: City Manager

AGENDA CAPTION:

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial Court, Dallas, County**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- **Associate Judge Hiring Process**

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-2061

2.

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: City Manager

AGENDA CAPTION:

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 matters discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-2047

3.

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: Parks & Recreation

AGENDA CAPTION:

Present And Discuss **The Naming And Recognition Elements For The Spruill Dog Park Conversion.**

BACKGROUND:

On June 9th, 2015, the Council approved a resolution adopting the Naming and Recognition Policy for town owned structures, parks and trails. The criteria for naming a structure, trail or park was based on an individual or corporation meeting one of the following criteria:

- The individual was a former Mayor and had made a significant contribution of service toward the betterment of the Addison community and had been out of office for a minimum of 5 years
- Individuals or corporations who donate at a minimum of \$1,000,000 in land, services or funds to Addison
- Dog parks may be named for an individual or corporation with a minimum donated amount of \$250,000

Individuals that did not meet the criteria above had no process of receiving recognition for their contributions or donations (see 'Contributions from Individuals and Corporations' section in attached Naming and Recognition Policy). Instead, the policy directed staff to find creative ways to recognize these individuals. In conjunction with the Spruill Dog Park conversion, Staff is proposing the inclusion of naming and recognition elements for individuals that make donations to the Spruill Dog Park. These elements are based on design opportunities identified by the landscape architect (TBG Partners) and feedback provided by the Addison Arbor Foundation, Addison Legacy Foundation and Dog Park Committee. The Town reserves the right to remove any name as outlined in the Town's Naming policy.

For reference, attached are the Naming and Recognition Policy and Resolution that approved the policy on June 9, 2015.

RECOMMENDATION:

Information only, no action required.

Attachments

Resolution - Naming and Recognition Policy

Naming and Recognition Policy

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R15-020

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS REPEALING RESOLUTION NO. R07-019 AND APPROVING A NAMING AND RECOGNITION POLICY FOR CITY OWNED STRUCTURES, TRAILS AND PARKS, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Resolution No. R07-019 is hereby repealed.

Section 2. The Naming and Recognition Policy, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of June, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney



**Addison Naming
And
Recognition Policy**

PURPOSE:

To establish a naming, renaming and recognition policy for Addison in order to establish guidelines for the City Council and staff to follow to reflect Addison's mission. This policy will address city owned structures, trails and parks. In addition, this policy will outline how Addison may recognize individuals, groups or corporations that contributed in a significant manner to the community.

NAMING CRITERIA-CITY OWNED STRUCTURES, TRAILS AND PARKS:

- 1) Definitions
 - a) A structure would include buildings, bridges or structures within a park
 - b) A trail would be any trail within Addison maintained by the Parks Department
 - c) A park would be any area designated as a park including dog parks that are maintained by the Parks Department
- 2) Criteria to name a structure, trail or park
 - a) Naming a structure trail or park could be named after an individual or corporation if they met one of the following criteria
 - i) The individual was a former Mayor and had made a significant contribution of service toward the betterment of the Addison community and had been out of office for a minimum of 5 years.
 - ii) Individuals or corporations who donate at a minimum of \$1,000,000.00 in land, services or funds to Addison.
 - iii) Dog parks may be named for an individual or corporation with a minimum donated amount of \$250,000.

CONTRIBUTIONS FROM INDIVIDUALS AND CORPORATIONS:

- 1) Create a process to recognize individual and corporation contributions that do not meet the above criteria.
 - a) Develop a creative way to recognize contributions to Addison at a variety of levels of donation or service including volunteers and past employees. Examples may be:
 - i) Naming sculpture
 - ii) Brick path
 - iii) Recognition wall
 - b) Based on their contribution or service level they would be recognized by placing their name in recognition.

- c) The size and location of the recognition may vary based on the amount donated, or service contribution made.

NAMING PROCEDURE

- 1) Naming of a structure, trail or park
 - a) **Former Mayor**--A proposal shall be submitted detailing the qualifications including clearly outlining examples of the contributions of service made to the community. The proposal may include both the name as it is requested to appear on the structure, park or trail along with a suggestion as to the where that name would be located.
 - b) **Donation**—A proposal shall be submitted detailing the amount of the donation along with the proposed name as it would appear on the structure, park or trail. The proposal shall also include suggestions on where that name should appear.
 - i) The Proposal shall be submitted to the City Manager or his/her designee.
 - ii) City staff will review the proposal and, if complete, add the proposal to the Council Agenda for consideration.
 - iii) A public hearing shall be held to give the opportunity for public comment.
 - iv) A majority vote of the Council is required to approve the naming of a structure, park or trail.
- 2) Recognition for contributions from individuals and corporations not meeting the criteria for naming a structure, trail or park.
 - a) An individual or corporation making a donation in land, service, funds, community service or an employee with at least 20 years of employment by Addison may be recognized.
 - b) Proposed names shall be submitted to the City Manager or his/her designee along with a supporting documentation of their contribution to Addison.
 - c) City staff shall review the proposals and, if complete, add the proposal to the Council Agenda for consideration.
 - d) A majority of the Council shall vote in favor of accepting this recognition.

REMOVAL OF A NAME

- 1) In the event the name of a structure, trail or park has previously been granted and the name later casts a negative image on Addison, the name may be removed at the discretion of the Council.

OTHER NAMING OPPORTUNITIES

- 1) Other naming opportunities are available through Addison related organizations such as the Addison Legacy Foundation and Addison Arbor Foundation.

Work Session and Regular Meeting**Meeting Date:** 01/24/2017**Department:** Infrastructure- Development Services**AGENDA CAPTION:**Present And Discuss **The Findings Of The Inwood Road Special Area Study.****BACKGROUND:**

The current Comprehensive Land Use Plan includes an assessment of every property in Addison. For properties where the existing land use may no longer be appropriate or where there may be a better use, the Comprehensive Land Use Plan calls for additional analysis. In February 2016, City Council selected the Inwood Road corridor as the next special study area for this in-depth analysis. Specifically, the study area includes approximately 60 acres bounded by Belt Line Road to the north, Inwood Road to the east, Beltway Drive and the city limit line to the West, and the city limit line to the South.

The study area has declined as other cities have liberalized their regulations regarding liquor sales. The retail centers along Inwood Road struggle to attract quality tenants and the buildings and landscaping are in need of upgrades. The Comprehensive Land Use Plan states that the Town should investigate alternatives for the corridor to replace the retail or generate renewed interest in the retail. In June 2016, City Council approved a contract with M. Arthur Gensler Jr. And Associates, Inc. to conduct the Special Area Study for Inwood Road. Gensler and Town staff have worked together to facilitate a study process that proposes a new future for Inwood Road. The findings of this study have been organized into three phases.

- **Phase One** included a review of the existing conditions and current Town plans, as well as a market analysis. Additionally, a community meeting was held to gather public input on the future of the study area.
- **Phase Two** included collaborating with an advisory group appointed by the City Council to discuss potential goals and alternative development scenarios for the study area.
- **Phase Three** involved refining the goals and development scenarios and exploring implementation tools. In this phase, the Town hosted a second community meeting to receive public comment on the study findings prior to consideration by the City Council.

The final report is separated into chapters based on these phases and is attached to this agenda for review prior to the meeting. At the Work Session, staff and the consultant will present a summary of the study findings and facilitate a discussion with the City Council to determine the next steps in the study process.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Inwood Road

Inwood Study DRAFT Report Part 1

Inwood Study DRAFT Report Part 1 Appendix

Inwood Study DRAFT Report Part 2

Inwood Study DRAFT Report Part 3



Gensler

ADDISON CITY COUNCIL: INWOOD ENHANCEMENT ZONE

24 JANUARY 2017

Agenda

- 1) Project Area
- 2) Scope & Schedule
- 3) Existing Town Goals
- 4) Public Input
- 5) Study Findings
- 6) Town Options

Questions to consider:

- 1) Has the Council heard additional input that should be incorporated into the study findings?
- 2) Does the Council agree with the proposed goals for the study area?
- 3) Does the Council agree with the Character District approach?
- 4) Are there elements of either of the development options that the Council would like to see included in a final development?
- 5) What are the next steps?

1) PROJECT AREA



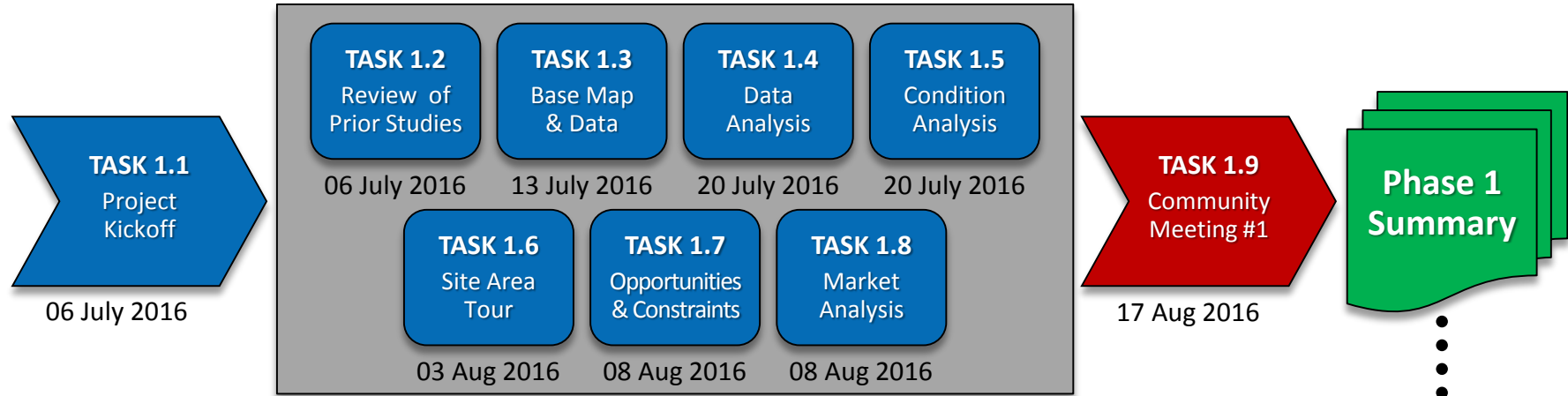
- Belt Line Road (to the north)
Inwood Road (to the east)
Beltway Drive (to the west)
City Limit (to the south)
- Approx. 59.4 acres with 882,660 SF developed area
- 29 parcels (24 owners)
- Addison's southern gateway
- Essentially 100% developed



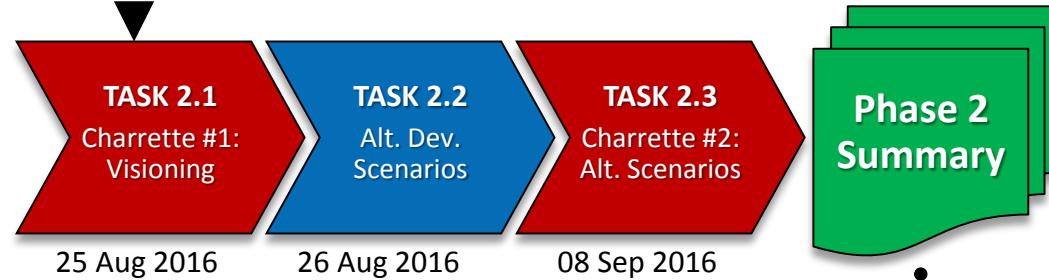
2) SCOPE & SCHEDULE



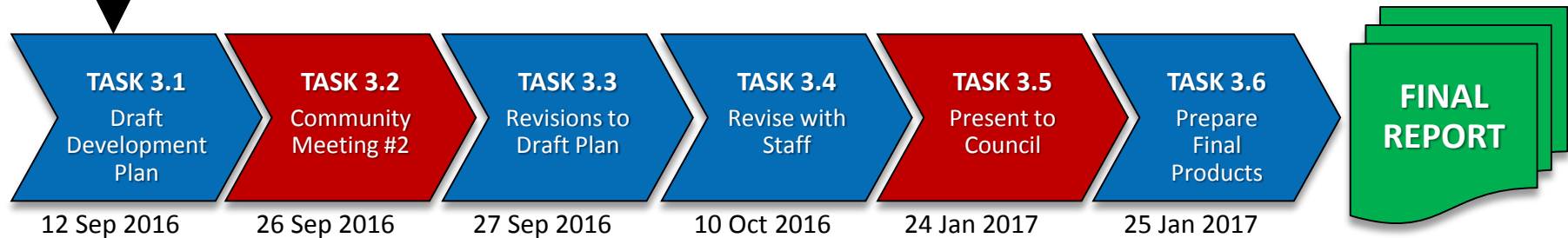
PHASE 1: Discovery



PHASE 2: Visioning & Redevelopment Opportunities



PHASE 3: Master Redevelopment Plan



3) EXISTING TOWN GOALS



2013 ADDISON COMPREHENSIVE PLAN – 7 MEASURES OF SUCCESS

1) Competitive:

- Study Area – liquor sales no longer a competitive or successful business model, vacant/under-utilized building along Inwood Road

2) Safe:

- Study Area - traffic congestion along Inwood and Belt Line Roads, few sidewalks or pedestrian lighting

3) Functional:

- Study Area – basic municipal services provided, but little private reinvestment in the last few years

4) Visually Appealing:

- Study Area – little landscaping or public open space, many older buildings, two congested roadways (Belt Line and Inwood Roads)

5) Amenities:

- Study Area – few existing amenities, no public green space, few sidewalks or pedestrian amenities

6) Environmentally Responsible:

- Study Area – no LEED buildings, nearly 100% reliant on vehicular access, no environmental site planning practices or landscaping

7) Walkable:

- Study Area – main travel mode is vehicular (with limited DART routes), few sidewalks or paths, Walkscore.com rating of 58



4) PUBLIC INPUT



ADVISORY GROUP

Overall:

- *“The market has spoken”*
- *“Island of misfit toys”*

Development Pattern:

- *“Lack of access to restaurants”*
- *“Retaining existing businesses might not be realistic”*
- *“Boring/tired/dated/neglected, utilitarian, industrial, not memorable, not a destination, not walkable, poor landscaping, cheap rents”*

Access & Circulation:

- *“Unsafe for driving into and out of businesses along Inwood Road”*
- *“There needs to be more lifestyle on the streets”*

Quality:

- *“Study Area is low quality but has potential”*
- *“Buildings are ‘one-off’, no continuity”*
- *“Need a recognizable brand (Addison Circle, Deep Ellum)”*
- *“Rising rents and 100% occupancy would indicate success”*
- *“Area should host community events and festivals”*
- *“Area should be economically viable, in demand, ‘hot’”*



4) PUBLIC INPUT



COMMUNITY WORKSHOPS

Traffic & Parking:

- “Vehicular traffic in Addison is so very challenging on many levels. Would love to see something very smart and visionary to help reduce that traffic”
- “Have on-street parking (unlike Addison Circle)”
- “Eliminate the parking lots and only offer parking garages to encourage multi-destination visits as well as airplane viewing”
- “Concerned that nothing has changed traffic flow-wise since the traffic we experienced when we were the only wet area around. Inwood isn't ready for more traffic”
- “Create separate blocks – not keep it a continuous street”
- “Don't feel safe driving Inwood after 6 PM in winter months (standard time)”

Land Uses:

- “Attract a destination grocer”
- “Allow medical uses”
- “Would love to see the equivalent of Trinity Groves, artisan shops”
- “Keep the old Sigel's neon sign (on Inwood Road)”
- “Would like to see a new hotel in the Study Area”
- “Include a dog park”
- “Definitely need a destination spot”



4) PUBLIC INPUT



COMMUNITY WORKSHOPS

Walkability:

- “Include bike/jog trail connections”
- “Have sidewalks throughout the area”
- “The area should be walkable from the residential areas off Beltway, Midway, Meadows, etc.”
- “Opportunities to use the railroad land east of Inwood?”
- “There is a lot of potential pedestrian traffic east of the railroad and even more so if the east/west connectivity”

Open Space:

- “Plan should vibrantly include nature in its design”
- “Include lots of natural and artificial shade with picnic tables and food trailer vendors nearby”
- “Maximize green space”

Other:

- “Should coordinate with Farmers Branch regarding this project”
- “Design with integrity”



5) STUDY FINDINGS



DESIRABLE STUDY OUTCOMES

1) Public Input:

- Consider the value of existing parcels
- Create a destination for office, retail, dining, and hotel

2) Comprehensive Plan:

- Meet Addison's 7 Measures of Success
- Create a new destination for Addison
- Diversify the economic base and promote new investment
- Create a walkable environment

2) Transportation:

- Propose land uses to reduce congestion on Inwood and Belt Line Roads and attract new development
- Promote a "park-once" walkable environment
- Provide for pedestrian connections across the Union Pacific railroad tracks
- Anticipate possible rail service

3) Revenue:

- Increase potential revenue by increasing density and upgrading quality and diversity of uses



5) STUDY FINDINGS



PROPOSED STUDY GOALS

Transportation:

- T-1** Make Inwood Road safer, especially for northbound left-turn movements.
- T-2** Improve east/west access connectivity.
- T-3** Improve pedestrian linkages, sidewalks, and walkability.
- T-4** Allow on-street parking along Beltwood Parkway and Beltway Drive. *{Note: only near Belt Line Road}*
- T-5** Allow shared parking as appropriate.
- T-6** Incentive denser development through the provision of public-funded parking facilities (surface lots and/or structures).

Urban Design:

- UD-1** Make the Study Area safe and attractive.
- UD-2** Provide a unique and diverse collection of uses.
- UD-3** Promote human-scale development.
- UD-4** Create a memorable and brandable district/neighborhood.

Economic Development:

- ED-1** Improve financial revenue to Town through encouragement of new and diverse development.
- ED-2** Promote redevelopment of vacant and underused parcels.
- ED-3** Consider new forms of zoning to encourage economic investment and greater density.
- ED-4** Consider publicly-funded catalyst projects as a means to encourage new development.
- ED-4** Encourage adaptive reuse of existing buildings as appropriate.

Open Space:

- OS-1** Salvage mature trees.
- OS-2** Create green spaces.
- OS-3** Create a system of pathways that connect to public spaces and private developments.
- OS-4** Provide sidewalks and associated amenities (landscaping, street lighting, etc.) throughout the Study Area.

5) STUDY FINDINGS

CHARACTER DISTRICTS

Growth:

Promotes organic and evolutionary growth in the Study Area compatible with surrounding development

District Features:

- Applies only within the Study Area;
- Boundaries generally follows existing parcel and City limit lines;
- Sized to promote walkability within and between each District; and,
- May accommodate future development proposals.

Architectural Design:

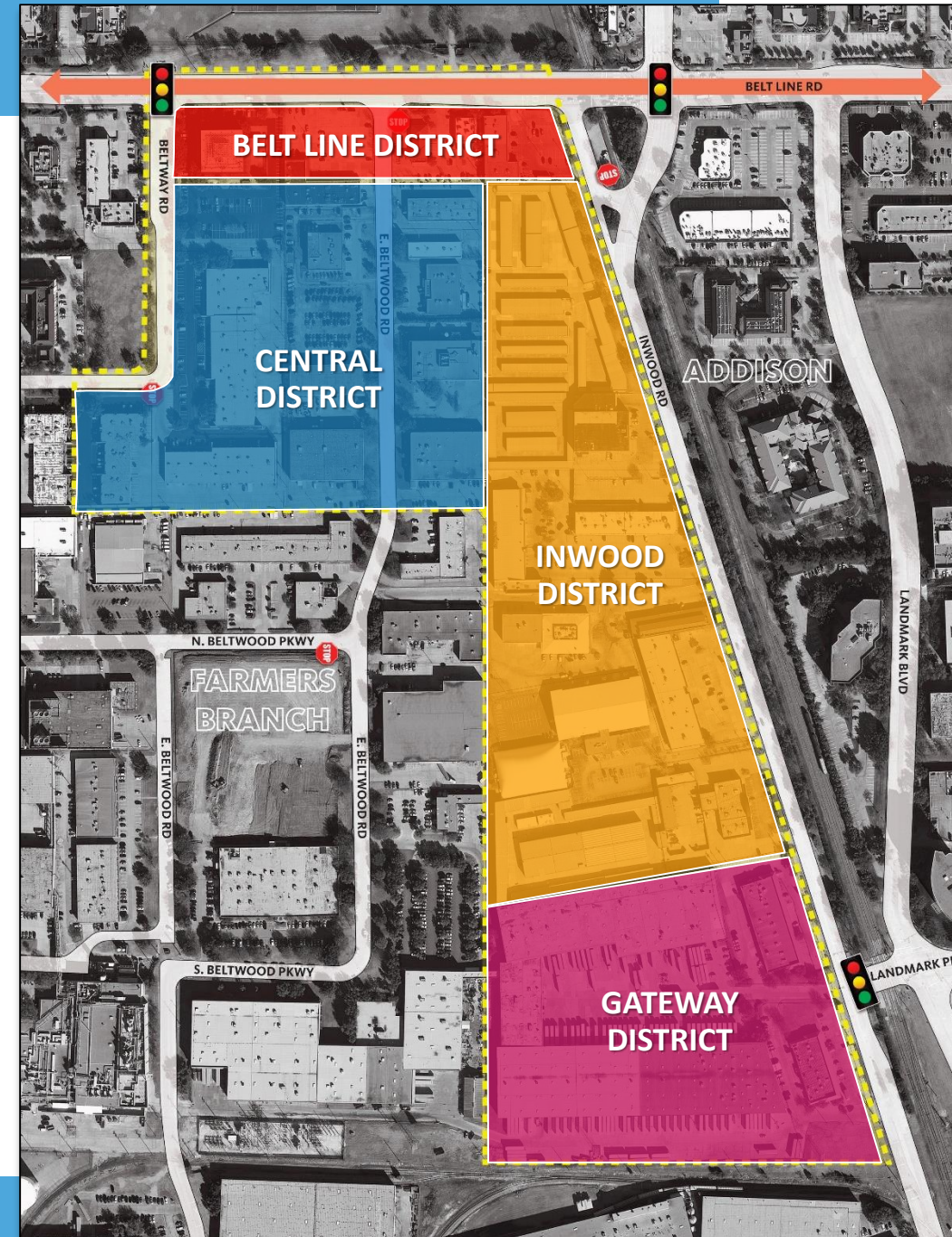
Promotes complementary architectural styles and materials

Design Elements:

Coordinates common elements throughout the Study Area:

- Pedestrian linkages;
- Landscaping;
- Street furniture; and,
- Signage.

Use	Belt Line	Central	Inwood	Gateway
Dining	●	---	●	---
Retail	●	●	●	---
Mixed-Use	●	●	●	---
Medical Office/ Retail	---	●	---	●
Hotel	●	---	●	●
Office	●	●	●	●
Flex/Comm.	---	●	---	---
Industrial	---	●	---	●
Max Bldg Height	4 stories	6 stories	4 stories	6 stories



5) STUDY FINDINGS



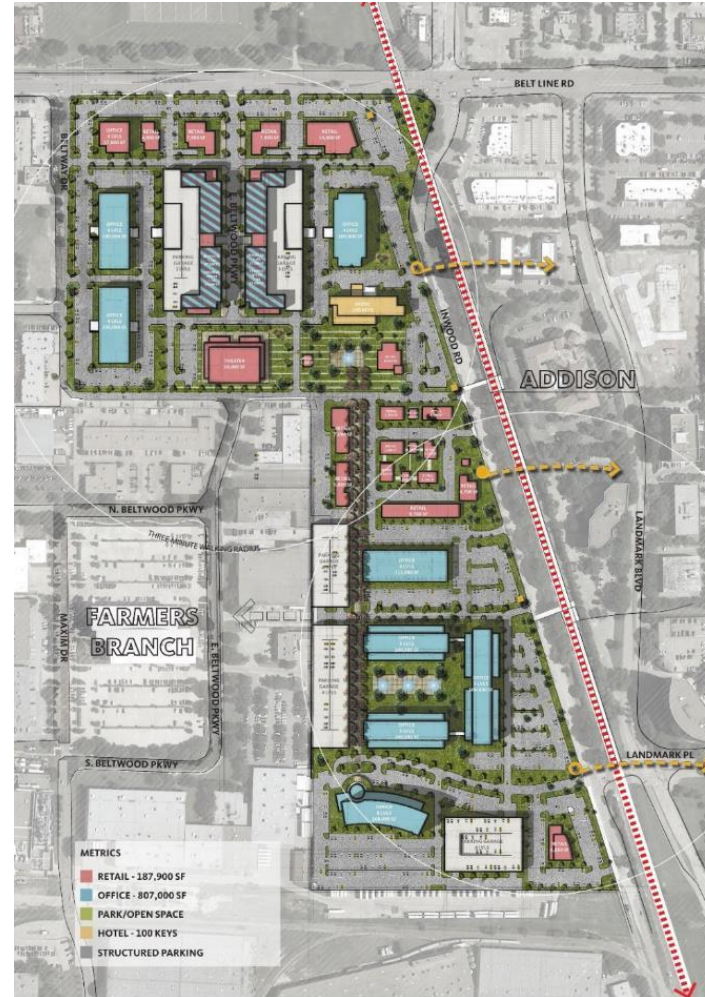
POTENTIAL DEVELOPMENT

Current Study Area Pattern:

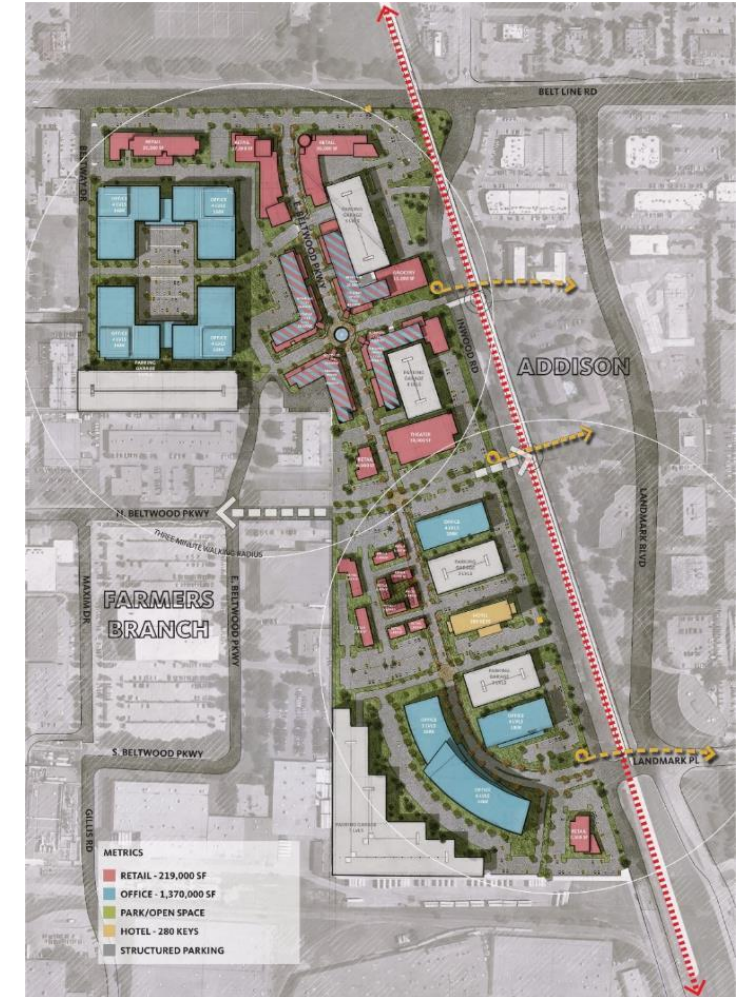
- 882,660 SF existing developed area
- No change to current development or roadways
- Relies on market forces to incentivize change

Development Options:

- Two options developed for the Study Area
- Both options include:
 - Improved walkability
 - Pedestrian path across Inwood Road and Union Pacific railroad tracks
 - Increased density
 - Diversified economic base
- **Civic Square Option:**
 - More conservative approach
 - Generally follows existing parcel lines
 - 1,144,900 SF total developed areas
- **Village Option:**
 - More comprehensive approach
 - Resolves some existing development pattern challenges
 - 1,864,000 SF total developed area



Civic Square Option



Village Option

6) TOWN OPTIONS



STRATEGIC OPTIONS

1) Do Nothing:

- Allow natural forces to drive development and reinvestment
- Administer existing regulations and codes
- Provide no capital investments beyond routine maintenance or system-wide upgrades

2) Be Prepared to React:

- Establish a desired future vision for the Study Area
- Wait for private developers before taking further action

3) Be Proactive:

- Establish a desired future vision for the Study Area
- Seek developers that share in Addison's vision and desire for quality development
- Attract interest by marketing the study area:
 - Market the area at development industry events/meetings (Urban Land Institute, ICSC Real Estate Conference, etc.)
 - Other proactive approaches
- Make strategic policy and capital investment decisions:
 - More flexible zoning options (such as Planned Development zoning with character districts)
 - Streamline the development approval process
 - Investments in public park/green space, pedestrian paths, streetscape, roadways, utilities, etc.
- Develop with the goals of increased revenue and long-term success

Questions to consider:

- 1) Has the Council heard additional input that should be incorporated into the study findings?
- 2) Does the Council agree with the proposed goals for the study area?
- 3) Does the Council agree with the Character District approach?
- 4) Are there elements of either of the development options that the Council would like to see included in a final development?
- 5) What are the next steps?

INWOOD ENHANCEMENT ZONE:

Phase 1 Summary Report

24 August 2016



Gensler

TOWN OF ADDISON

Todd Meier	Mayor
Bruce Arfsten	Mayor Pro Tempore
Ivan Hughes	Deputy Mayor Pro Tempore
Al Angell	Council Member
Jim Duffy	Council Member
Paul Walden	Council Member
Dale Wilcox	Council Member
Wes Pierson	City Manager
Lisa Pyles	Director – Infrastructure & Development Services
Charles Goff	Assistant Director – Development Services & Planning

GENSLER

Barry Hand, AIA, LEED BD + C	Principal/Studio Director
Ross Conway, AIA, LEED AP	Principal/Design Director
Joseph A. Pobiner, FAICP, CNU-A	Project Director/Senior Planner
Julien Meyrat, AIA, LEED AP, RA	Senior Designer
Luis Velasco, AIA Assoc., LEED Green Assoc.	Architectural Designer



Phase 1 **DISCOVERY**

24 August 2016



EXECUTIVE SUMMARY – PHASE 1

In June 2016, the Town of Addison (Town) hired planning and design consultant Gensler to study an area generally south of Belt Line Road and west of Inwood Road, and to make recommendations as to how to enhance and improve the area.

The issue generally surrounded the Town’s concerns about the Inwood Road retail corridor, which has been challenged by many vacant and under-utilized parcels. As this is the southern gateway into Addison, the Town was naturally interested in improving this area.

The development of Inwood Road as a retail corridor can be traced to 1975 when Town leaders realized Addison had the potential to develop a district for alcohol sales (wine, beer, and distilled spirits), due to the fact that this part of the Town was surrounded by “dry” areas (portions of cities and precincts that prohibit alcohol and liquor sales). Inwood Road was selected for creation of the “Addison Beverage Center”, resulting in the development of numerous liquor and package goods stores. A local option election was held and Addison voters approved the initiative. While the Addison Beverage Center thrived for a time, surrounding cities eventually passed local options to also allow liquor sales. One by one, liquor stores left the Addison Beverage Center, leaving only a few retailers in the district.

In 2016, the Inwood Road corridor is a combination of light industrial uses (Tuesday Morning distribution center), self-storage mini-warehouses, an indoor soccer center, a small collection of retailers, and many vacant properties. The Town asked Gensler to not only look at the Inwood Road corridor, but also to consider how to enhance and revitalize areas to the west – along Beltwood Parkway and Beltway Drive, generally as far as the Town southern limit.

In Phase 1, an analysis of the existing conditions was conducted to determine what – if any – physical challenges existed in the Study Area. Generally, the Study Area is well-served by existing municipal utilities (water, sanitary sewer, storm drainage) and there are no physical constraints to development (such as topography, bodies of water, etc.).

While the area is well-served by north-south roadways, there is a lack of east-west access (other than Belt Line Road).

One restriction in the Study Area is the prohibition of any residential uses due to the noise contours associated with Addison Airport. Most of the area is within the 65 Ldn noise contour, with a small portion (near the Inwood and Belt Line intersection) in the 70 Ldn contour. Since the Federal Aviation Administration considers these noise contours to be incompatible with residential uses, the Town’s zoning does not permit residential uses in the Study Area.

A market analysis was also prepared for the area within a 5-mile radius of the Study Area. It revealed that average household incomes are slightly higher-than-average and average household size is slightly smaller-than-average. The Study Area has about double the national average of office workers, who collectively spend about \$1 Billion per year within the 5-mile radius.

In Community Meeting #1, preferences were made for the following:

- A development pattern with a more urban feel, including a more walkable and pedestrian-oriented environment;
- More food-oriented uses, including a destination-type grocery store;
- The potential for a new civic-oriented use (perhaps a location for a future new Town Hall);
- Improved east/west access;
- Building upon the success of “Restaurant Row” by extending it further south of Belt Line Road; and,
- Creation of an environment unique to Addison, which also generates revenue for the Town.

The specific findings of Phase 1 are presented in this Summary Report.

TASK 1.1 – PROJECT KICK-OFF

The project officially began with a meeting on 06 July 2016 with Town staff and Gensler. This meeting fostered a discussion on the mechanics of the project, including the Project Calendar, dates of key meetings, and technical information to be provided by the Town. The following information was received after the meeting:

- Various GIS (geographic information system) files relating to different aspect of Town services, including aerial photography, roadways, zoning districts, water lines, sanitary sewer lines, storm drainage facilities, and airport noise contours. This information was utilized to develop the Study Area base map and a series of analysis maps; and,
- Copies of previous studies and planning reports including a 2006 study to redevelop Belt Line Road, a

2013 study that reviewed several areas of the Town, and the 2013 Addison Comprehensive Plan. Since the Town was concurrently in the process of updating its Master Transportation Plan (MTP), Gensler also received copies of the MTP presentations and agreed to attend MTP public workshops for informational purposes.

An important item that arose from this meeting was what the Town would consider a metric of success for the Study. Town staff told Gensler that the final plan would be based on its revenue-generating potential and that it be an achievable plan (not “pie-in-the-sky”). The Town considers the Inwood Road development to be “not working” and wants a new strategy.

TASK 1.2 – REVIEW PREVIOUS PLANNING DOCUMENTS

The Town gave Gensler three key reports/studies to review that relate to the Inwood Road Enhancement Zone effort.

“The Blueprint – Belt Line Redevelopment Vision” (RTKL, 2006)

This study looked specifically at the Belt Line Road corridor, a portion of which is within this Study Area. A pertinent recommendation of the 2006 study was the creation of a series of connected districts. The Study Area was generally designated as the *Addison Epicurean District*, using alcohol sales as the springboard for fire foods and compatible developments. Specifically, the 2006 study recommended:

A center for sales, education and distribution of wine and other beverages, but also a center for fine meats, seafood, fruits, vegetables, fresh breads, cheeses, and flowers. Developed with the feel of a European market or shopping district, where bakers, gourmet shops, and fine food purveyors are located adjacent to the existing liquor stores.

Such a District is consistent with Gensler’s initial thoughts about the Study Area. Incorporation and evolution of this idea will be a part of the concept development phase.

“Site Review Design Report for Addison, Texas” (Dialog, 2013)

This was a brief study that looked at three areas within the Town (including the Inwood Road Corridor) and made the following observations:

- The Inwood Road Corridor has “*good access and exposure*”. This continues to be true, although the observed traffic counts have not greatly increased. In all, 15,138 vehicles travel this portion of Inwood Road every day – up 5% from 2013. But it is still less than one-third of the daily traffic on Belt Line Road (47,983 vehicles per day) – the area’s major roadway;
- A challenge is the presence of the railroad tracks on the east side of Inwood Road – “*Inwood Road is single-loaded and struggles for vitality*”;
- It noted that “*there is an overall theme of wedding, entertainment, and liquor sales to the tenancies*”. In 2016, many of those businesses have left or are underperforming and there is little of the entertainment aspect left in the Corridor, and wedding-oriented businesses are small in number;
- It noted that “*the site backs onto another jurisdiction, so there are constraints both to the west and east*”. This would require inter-agency cooperation for any cross-municipal project; and,
- Dialog noted that “*the site requires attention, as its continued erosion of vitality will begin to attract crime*”. Gensler reviewed no crime statistics that validate Dialog’s observation. But from an intrinsic level, there appears to be a reasonable correlation between the number of vacant buildings, accessibility, and the potential for criminal activity.

Dialog offered the following six recommendations for development along the Inwood Road Corridor:

- **Incubator** – There appears to be sufficient land and access to accommodate incubator businesses, under the appropriate guidance;
- **Micro-Retail/Office** – Use existing vacant spaces for micro-retail/office (150 to 350 sf) for start-up stores and small businesses in order to create sufficient traffic to sustain the retail and eventually expand upon it;
- **Magnet** – Attract an “anchor” tenant and compatible businesses to attract similar clientele. Change the existing zoning to allow for unique mixes of use (street-level uses retail incubators with upper-level offices);
- **Office** – Long-term, the site is best suited to office development when the market reaches a threshold for development;
- **Food** – This can be a catalyst for redevelopment, such as a street-level property for food vendors and/or restaurants, then build on success for other uses; and,
- **Creatives** – There is the potential for an artist/creative enclave with unique historic signage that fosters vibrancy and activity. This may be accommodated with a simple building artist work-spaces and even retail spaces and galleries.

At 14 pages, the 2013 Dialog report reviewed by Gensler lacks the expected depth and supporting information. However, from an intrinsic and observational perspective, many of Dialog’s observations and recommendations may remain valid and be worthy of consideration.

“Town of Addison Comprehensive Plan” (Town of Addison, 2013)

Like most Texas communities, the Town prepares a Comprehensive Plan as a means of guiding its future development – as the Plan itself said “*what it wants to be as it grows up*”. And since no plan can accurately predict the future, comprehensive plans are updated on a regular basis as a means of reassessing the previous goals and objectives and, if necessary, setting new ones as a mid-course correction.

There is no prescribed timeline for developing a comprehensive plan. For many cities, they elect to update their Plans every 10 years or so (or as little as every 5 years if there is a lot of development activity). At 3 years old, the *2013 Addison Comprehensive Plan* would be considered a valid and applicable part of the Town’s development tools.

The *2013 Addison Comprehensive Plan* reiterated the importance of “*The Addison Way*” – pursuing excellence

that permeates all facets of life in Addison. It is a common commitment to doing everything as well as possible. In accordance with “*The Addison Way*”, the Plan proposed seven attributes of success:

- Competitive;
- Safe;
- Functional;
- Visually appealing;
- Supported with amenities;
- Environmentally responsible; and,
- Walkable.

By those seven metrics alone, it would be difficult to describe the Inwood Road Corridor as being completely in accordance with “*The Addison Way*”. That is not a wholly unexpected characterization, since this study was commissioned to address perceived challenges in this general area.

While the 2013 Plan is quite lengthy and detailed, there were seven specific goals that could also be applied to the Study Area. All of the following goals are in line with the goal of improving and enhancing the Study Area and all were quoted directly from the 2013 Plan:

- **Retail** – Explore methods to revitalize Addison’s retail offerings in spots that may be tired, dated, or past their useful life;
- **Office** – Office buildings are a valuable asset for the Town;
- **Commercial/Industrial** – Maintain the Town’s existing commercial and industrial neighborhoods through Code Enforcement;
- **Mixed-Use** – Support Addison’s mixed-use developments through maintenance of public spaces and programming to keep the spaces vibrant, and consider additional mixed use developments as older areas of the Town become ripe for redevelopment;
- **Public Realm** – Maintain the Town’s standard of excellence in all its parks, trails, and public open spaces, and where possible, improve the quality, quantity, and connectivity of parks and trails while maintaining effective stewardship of land and water resources;
- **Public Art** – Incorporate public art into the community in a way that is strategic, selective, and impactful; and,
- **Utilities** – Addison should continue to make the necessary investments to keep its utilities in their current excellent condition.

The 2013 Addison Comprehensive Plan sets the appropriate tone and direction for the future development of the Study Area.

TASK 1.3 – BASE MAPPING & DATA; AND, TASK 1.4 – EXISTING DATA COLLECTION

These two Tasks are group together, since they overlap greatly and were essentially performed concurrently.

BASE MAP

The first effort was to develop the base map for the Study Area, along with showing the limits of the project. Using the information provided by the Town in Task 1.1, the Base Map was prepared (see Figure 1-1, page 1-6).

The Study Area is defined, generally, by Belt Line Road (to the north), Inwood Road (to the east), Beltway Drive (to the west), and the Town’s southern corporate limit.

For all practical purposes, the Study Area is 100% developed, even though some of these areas are currently unoccupied or may be under-utilized.

LAND USE

At 59.4 acres (approximately), the Study Area is essentially 100% developed and divided into two land-uses – Retail located along the Belt Line Road and Inwood Road corridors; and Office/Light Industrial (warehousing, distribution, and light assembly) in the remaining portions of the Study Area interior (south of Belt Line Road and west of Inwood Road). The Land Use Map is shown in Figure 1-2 (page 1-7).

Most of the existing developments are low-scale – 1 to 2 stories – with the exception of an office building at Belt Line Road. A unique structure is an air-supported dome that is part of the Inwood Soccer Center (along Inwood Road).

ZONING

The Study Area is currently zoned with four zoning districts:

- **Local Retail (LR District)** – The LR District allows retail and dining uses, primarily along the Belt Line Road and Inwood Road corridors. These uses span the generally expected collection of various retail outlets – from antique shops to dance studios to restaurants and more;
- **Commercial-1 (C-1 District)** – The C-1 District is considered to be “light commercial” and is located primarily south of Belt Line Road. It includes current uses such as The Attic (mini-warehouse storage), and multi-tenant office buildings along Beltway Drive. Allowed uses are similar to the LR District, with the addition of more service-oriented business and offices;

- **Commercial-2 (C-2 District)** – The C-2 District is slightly more intense than C-1, allowing for more intense uses such as paint shops, dyeing plants, and other “heavy commercial”. C-2 Districts are located south of Belt Line Road, on either side of East Beltwood Parkway. A current legal non-conforming use in the C-2 District is Empire Exotic Motors – a seller of high-end used cars and trucks. The C-2 District also allows for adult-oriented businesses, although none are known to be within the Study Area; and,
- **Industrial-1 (I-1 District)** – The I-1 District is predominantly for manufacturing and industrial operations (including warehousing and distribution). The only application of the I-1 District in the Study Area is the existing Tuesday Morning warehouse complex along Inwood Road.

The Zoning Map is shown in Figure 1-3 (page 1-8). Full descriptions of the four zoning districts are shown in Figure 1-4 (pages 1-9 and 1-10).

WATER SERVICE

Since the Study Area is essentially 100% developed, it is not surprising to see that the area is also served almost completely by water transmission lines. Water service is provided to every parcel within the Study Area. The Water Map is shown in Figure 1-5 (page 1-11).

SANITARY SEWER SERVICE

As with municipal water, the Study Area is served completely by sanitary sewer collection lines. Sanitary sewer service is provided to every parcel within the Study Area. The Sanitary Sewer Map is shown in Figure 1-6 (page 1-12).

STORM DRAINAGE SERVICE

As with water and sanitary sewer (above), the Study Area is served by existing storm drainage facilities. The Storm Drainage Facilities Map is shown in Figure 1-7 (page 1-13).

NOISE CONTOURS

The Study Area is within the approach/departure path of Addison Airport. As such, it is subjected to a certain degree of aviation-related noise. As part of the agreement with the Federal Aviation Administration (FAA), a special study was prepared (a Part 150 Study) to determine projected aviation-related noise. These noise contours (see Figure 8, page xx) are actually a projection of average noise per day – referred

to as Ldn (or DNL) contours – short for average day/night noise levels. A computer model averages the noise associated with all aircraft activity (based on aircraft type, number of flights per day, etc.), rather than show actual individual noise events (called “single-event levels”, or SEL’s).

The Part 150 Study identifies areas within certain thresholds, such as 70 Ldn and higher, 65-70 Ldn, etc. In conformance with FAA standards, residential uses are considered incompatible with Ldn contours at 65 and above. Noise contours of 65 and above cover practically the entire Study Area – therefore, no residential uses would be permitted under any current FAA requirements and the Town’s zoning ordinances for the Study Area reflect this requirement.

Other than residential, a wide range of land uses are permitted within the Addison Airport noise contours and there are relatively few restrictions other than that land uses may not interfere with aviation operations (such as building height, glare, etc.). The most current noise contours for Addison Airport within the Study Area are shown on Figure 1-8 (page 1-14).

PARCEL OWNERSHIP

Information relating to property ownership was gathered from the Dallas Central Appraisal District (DCAD) website. This is publicly-available information and was gathered in July 2016. It is possible that as a result of recent transactions or sales, that some new ownership data had not yet been recorded on the DCAD site. The DCAD data is presumed to be accurate as of July 2016 unless other information is made available.

Based on existing DCAD data, the Study Area is comprised of 29 individual parcels owned by 24 different owners. (Without researching specific ownership, it is possible that the same person/company may own several parcels under separate names.) Suffice to say, ownership is appears to be equally divided throughout the Study Area.

Most owners (20 of 24) show a business addresses outside of Addison, with a few outside the State of Texas. Only 4 owners showed their business address in Addison. Of course, it is possible that some of the “non-Addison” parcels may be owned by persons/businesses whose residence is within

Addison. Regardless, property owners of these parcels enjoy the same property rights as any Addison property owner irrespective of home residency.

The parcel map and list of parcel owners is presented in Figure 1-9 (page 1-15).

TRAFFIC COUNTS

As a part of the Master Transportation Plan, the Town’s transportation consultants have prepared current traffic counts for all of Addison. Within the Study Area, four locations are shown with updated 2016 traffic counts (expressed as “vehicles per day” or VPD):

Belt Line Road (Beltway Drive to Addison Road):

24,258 VPDEastbound

23,725 VPDWestbound

47,983 VPD..... Total (3% increase from 2013)

Inwood Road (south of Belt Line Road):

7,644 VPDNorthbound

7,494 VPDSouthbound

15,138 VPD..... Total (5% increase from 2013)

Beltwood Parkway (south of Belt Line Road):

1,125 VPDNorthbound

1,269 VPDSouthbound

2,394 VPD..... Total (5% decrease from 2013)

Beltway Drive (south of Belt Line Road):

1,293 VPDNorthbound

1,101 VPDSouthbound

2,394 VPD..... Total (6% decrease from 2013)

TRANSIT SERVICE

Addison is a member-city of the Dallas Area Rapid Transit (DART) system but is currently served by only bus transit service. In the Study Area, DART Route 400 provides access, with stops along Belt Line Road but not technically within the Study Area – the nearest stops are immediately west of Beltway Drive and east of Inwood Road.

A second DART route – Route 488 – also travels along Belt Line Road but provides no stops within the Study Area.

Figure 1-1 – Study Area Base Map

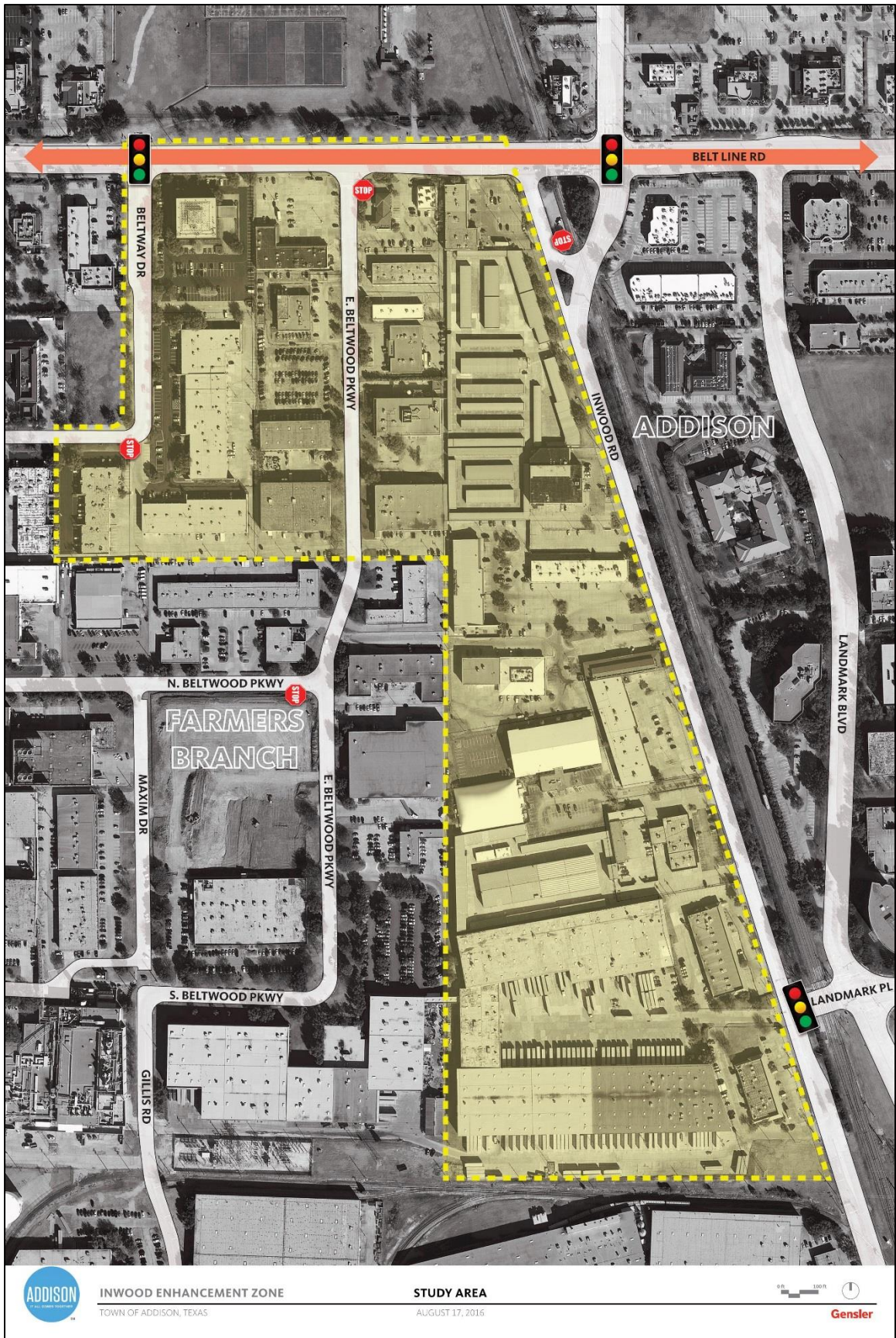


Figure 1-2 – Study Area Land Use

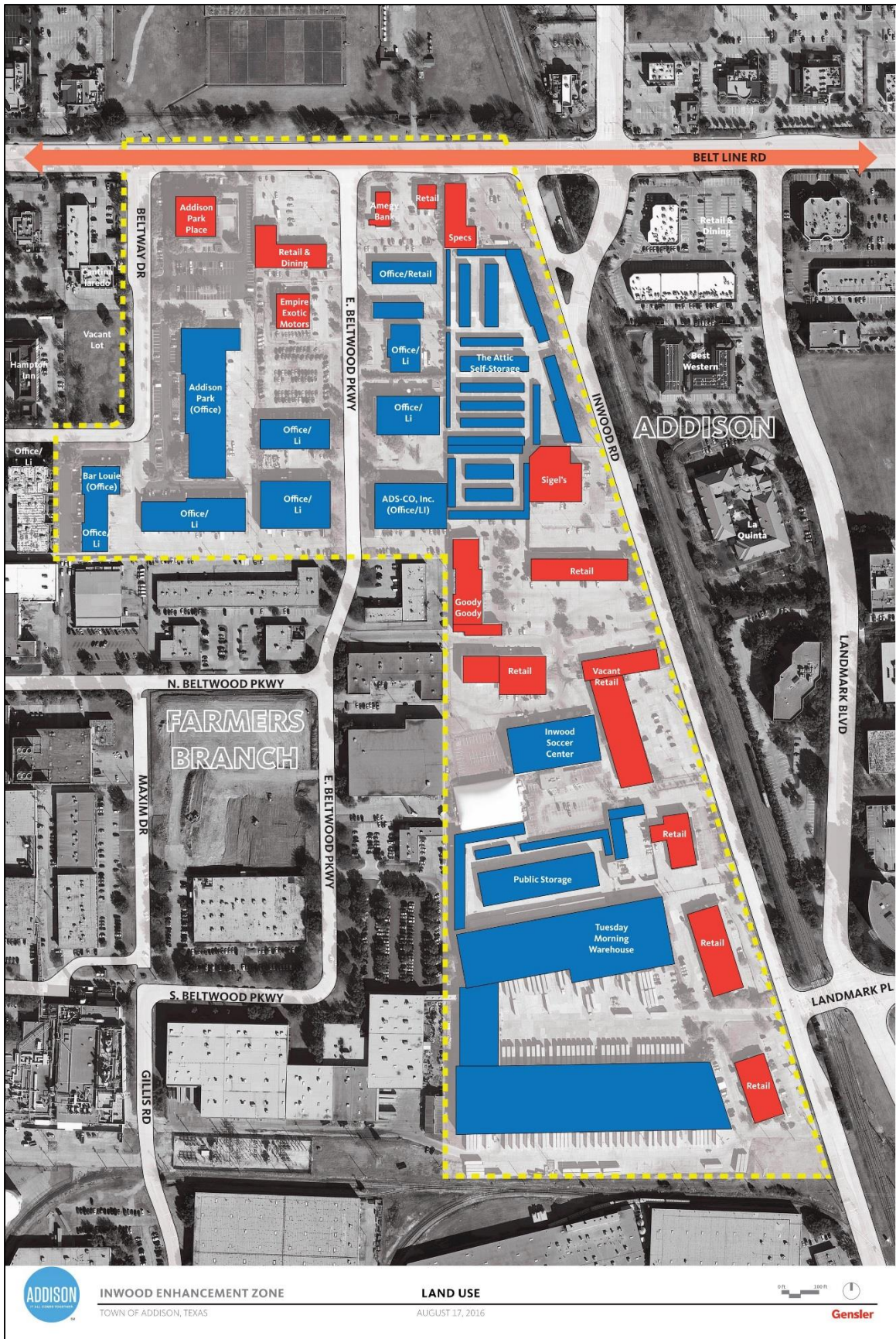


Figure 1-3 – Study Area Zoning

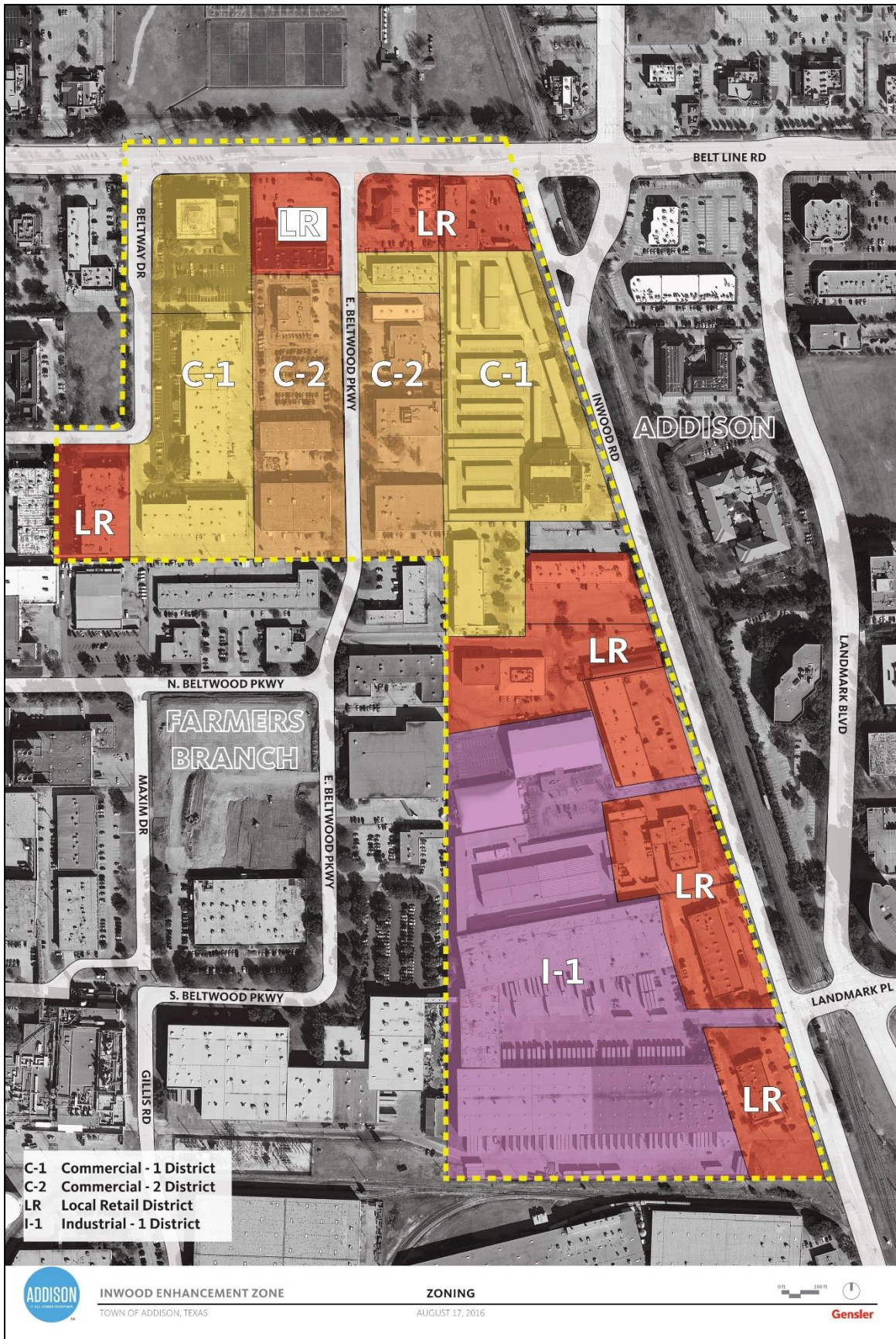


Figure 1-4 – Zoning District Permitted Uses

Local Retail (LR)	
<ul style="list-style-type: none"> ▪ Antique shop ▪ Aquarium ▪ Art gallery ▪ Auto seat covers, covering ▪ Baker, retail sales only ▪ Bank, office, wholesale sales office or sample room ▪ Barber and beauty shop ▪ Bird and pet shops, retail ▪ Book or stationery store ▪ Camera shop ▪ Candy, cigars and tobaccos, retail sales only ▪ Caterer and wedding service, offices only ▪ Cleaning, dyeing and laundry pick-up station for receiving and delivery of articles to be cleaned, dyed and laundered, but no actual work to be done on premises ▪ Cleaning and pressing shops, having an area of not more than 6,000 square feet ▪ Department store, novelty or variety shop, retail sales ▪ Drug store, retail sales ▪ Electrical goods, retail sales ▪ Electrical repairing; domestic equipment and retail sales ▪ Exterminating company, retail ▪ Film developing and printing ▪ Fix-it shops, bicycle repairs, saw filing, lawn mower sharpening, retail only, but without outside storage ▪ Florist, retail sales only ▪ Furniture repairs and upholstering, retail sales only, and where all storage and display is within the building ▪ Frozen food lockers, retail ▪ Grocery store, retail sales only ▪ Hardware, sporting goods, toys, paints, wallpaper, clothing, retail sales only 	<ul style="list-style-type: none"> ▪ Household & office furniture, furnishings and appliances, retail ▪ Ice delivery station ▪ Job printing ▪ Jewelry, optical goods, photographic supplies, retail sales only ▪ Library, rental ▪ Meat market, retail sales only ▪ Mortuary ▪ Office building ▪ Parking lot without public garage or automobile facilities for the parking of passenger cars and trucks of less than one ton capacity only ▪ Photographers or artist's studio ▪ Professional offices for architect, attorney, engineer or real estate ▪ Public garage, parking, no repairs ▪ Piano and musical instruments, retail sales only ▪ Plumbing shop, retail sales only, without warehouse facilities (to include storage for ordinary repairs, but not storage for materials for contracting work) ▪ Retail store or shop for custom work or the making of articles to be sold for retail on the premises ▪ Seamstress, dressmaker, or tailor ▪ Seed store ▪ Shoe repair shop, retail sales only ▪ Studio for the display and sale of glass, china, art objects, cloth and draperies ▪ Studios, dance, music, drama, health, and reducing ▪ Taxi stand ▪ Washateria, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry ▪ Wearing apparel, including clothing, shoes, hats, millinery and accessories
Commercial-1 (C-1)	
<ul style="list-style-type: none"> ▪ Antique shop ▪ Aquarium ▪ Art gallery ▪ Bakery ▪ Bank, office, wholesale sales office or sample room ▪ Barber and beauty shop ▪ Bird and pet shops ▪ Book or stationery store ▪ Camera shop ▪ Candy, cigars and tobaccos ▪ Caterer and wedding service ▪ Cleaning and pressing shops having an area of not more than 6,000 square feet ▪ Drug store ▪ Electrical lighting fixtures and supplies for consumer use ▪ Exterminating company ▪ Film developing and printing ▪ Fix-it shops, bicycle repairs, saw filing, lawn mower sharpening ▪ Florist ▪ Furniture repairs and upholstering ▪ Frozen food lockers ▪ Gallery, for the display and sale of artworks ▪ General services shops for maids, tax preparers, bookkeeping ▪ Grocery store ▪ Hardware, sporting goods, toys, paints, wallpaper, clothing ▪ Health club, public or private ▪ Household and office furniture, furnishings and appliances ▪ Jewelry, optical goods, photographic supplies 	<ul style="list-style-type: none"> ▪ Laundromat, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry ▪ Meat market ▪ Medical and dental offices ▪ Mortuary ▪ Novelty or variety store ▪ Office building ▪ Office/service/showroom, the office/showroom component is limited to a facility for the regular transaction of business and for the display of uncontainerized merchandise in a finished building setting, and the service component of this use is limited to not more than 75 percent of the floor area of the use ▪ Photographers or artist's studio ▪ Piano and musical instrument ▪ Plumbing shop, without warehouse facilities (to include storage for ordinary repairs, but not storage for materials for contracting work) ▪ Public garage, parking no repairs ▪ Retail shop for custom work or the making of articles to be sold for retail on the premises ▪ Seamstress, dressmaker or tailor ▪ Shoe repair shop ▪ Studio for the display and sale of glass, china, sculpture, art objects, cloth and draperies ▪ Studios, dance, music, drama, health, and reducing ▪ Video equipment and cassettes, sales and rental ▪ Wearing apparel, including clothing, shoes, hats, millinery, and accessories

Figure 1-4 – Zoning District Permitted Uses (continued)

Commercial-2 (C-2)	
<ul style="list-style-type: none"> ▪ Ambulance service ▪ Antique shop ▪ Aquarium ▪ Art gallery ▪ Auto laundry ▪ Bakery ▪ Bank, office, wholesale sales office or sample room ▪ Barber and beauty shop ▪ Bird and pet shops ▪ Book or stationery store ▪ Bus or truck terminal ▪ Camera shop ▪ Candy, cigars and tobaccos ▪ Caterer and wedding service ▪ Cleaning and pressing shops having an area of not more than 6,000 square feet ▪ Commercial laundry and cleaning plants ▪ Drug store ▪ Dyeing plant ▪ Electrical lighting fixtures and supplies for consumer use ▪ Exterminating company ▪ Film developing and printing ▪ Fix-it shops, bicycle repairs, saw filing, lawn mower sharpening ▪ Florist ▪ Frozen food lockers ▪ Furniture repairs and upholstering ▪ Gallery, for the display and sale of artworks ▪ General services shops for maids, tax preparers, bookkeeping ▪ Grocery store ▪ Hardware, sporting goods, toys, paints, wallpaper, clothing ▪ Health club, public or private ▪ Household and office furniture, furnishings & appliances ▪ Jewelry, optical goods, photographic supplies ▪ Laundromat, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry 	<ul style="list-style-type: none"> ▪ Machine shop ▪ Meat market ▪ Medical and dental offices ▪ Mortuary ▪ News printing and publishing ▪ Novelty or variety store ▪ Office building ▪ Office/service/showroom, the office/showroom component is limited to a facility for the regular transaction of business and for the display of uncontainerized merchandise in a finished building setting, and the service component of this use is limited to not more than 75 percent of the floor area of the use. ▪ Paint shop ▪ Pawn shop ▪ Photographers or artist's studio ▪ Piano and musical instruments ▪ Plumbing shop, without warehouse facilities (to include storage for ordinary repairs, but not storage for materials for contracting work) ▪ Public garage, parking no repairs ▪ Retail shop for custom work or the making of articles to be sold for retail on the premises ▪ Sales and installation of automotive tires ▪ Sales and installation of automotive batteries ▪ Seamstress, dressmaker or tailor ▪ Shoe repair shop ▪ Studio for the display and sale of glass, china, sculpture, art objects, cloth and draperies ▪ Studios, dance, music, drama, health, and reducing ▪ Sexually oriented business ▪ Upholstery shops ▪ Video equipment and cassettes, sales and rental ▪ Wearing apparel, including clothing, shoes, hats, millinery, and accessories
Industrial-1 (I-1)	
<p>No land shall be used and no building shall be erected for or converted to any use other than legal Manufacturing and Industrial Plant Operations including all uses permitted in the Commercial Districts. The following uses are NOT permitted:</p> <ul style="list-style-type: none"> ▪ Acetylene gas manufacture or gas storage ▪ Airplane motor shops or motor test blocks ▪ Airports ▪ Animal fertilizer factories ▪ Batching plant ▪ Manufacture or storage of gun powder, fireworks, or other explosives ▪ Foundry ▪ Junkyard ▪ Pawn shops ▪ Production or storage of garbage, dead animals or refuse ▪ Sexually-oriented businesses ▪ Slaughterhouses ▪ Smelter ▪ Stockyards ▪ Used auto parts ▪ Or any other use which is obnoxious or offensive by reason of odor, dust, smoke, gas or noise. <p>No building shall be erected or converted for dwelling purposes; provided, however, that dwelling quarters may be established in connection with any industrial plant for watchmen and caretakers employed on the premises and provided further any existing dwelling within any "I" district</p>	

Figure 1-5 – Study Area Water Service

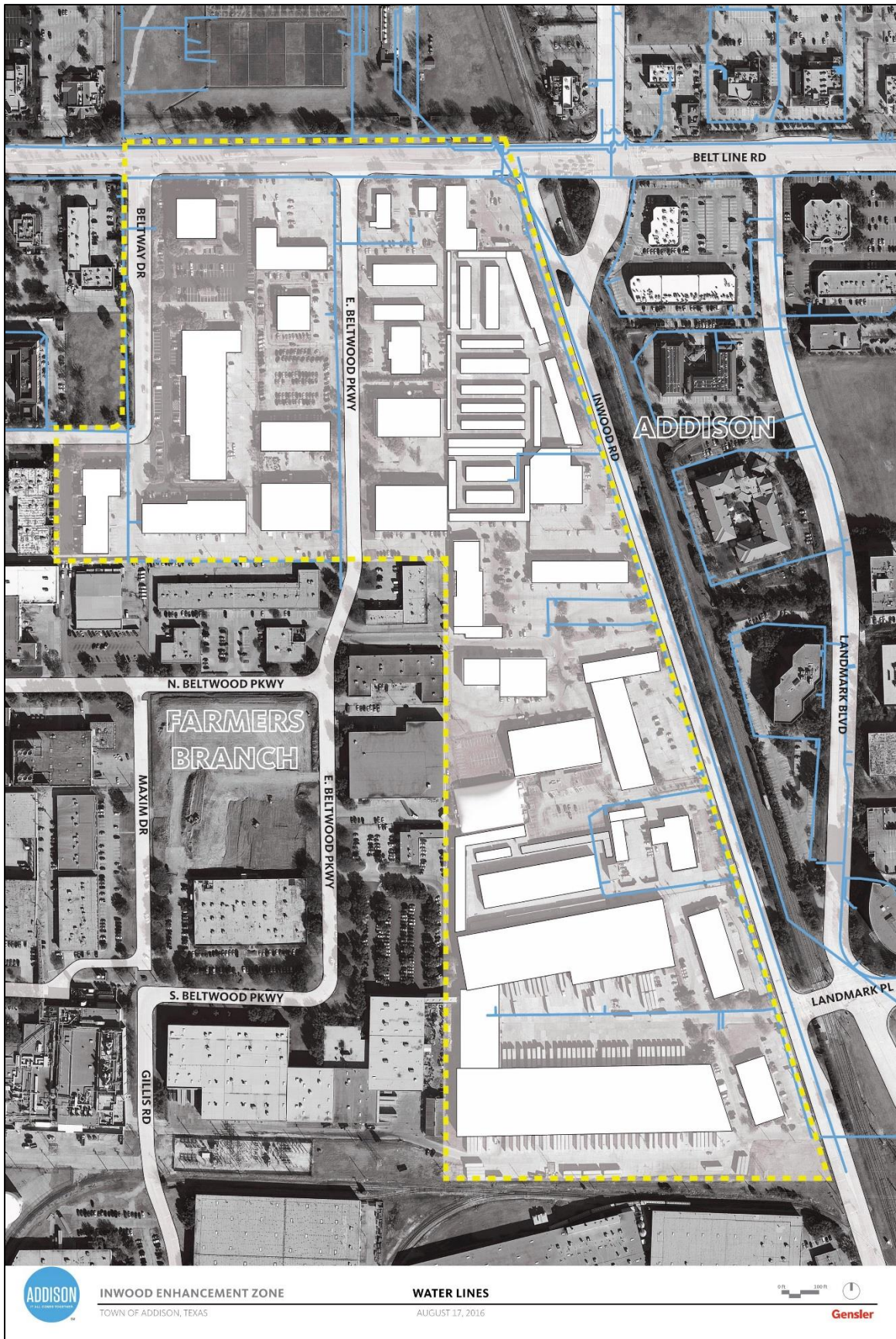


Figure 1-6 – Study Area Sanitary Sewer Service

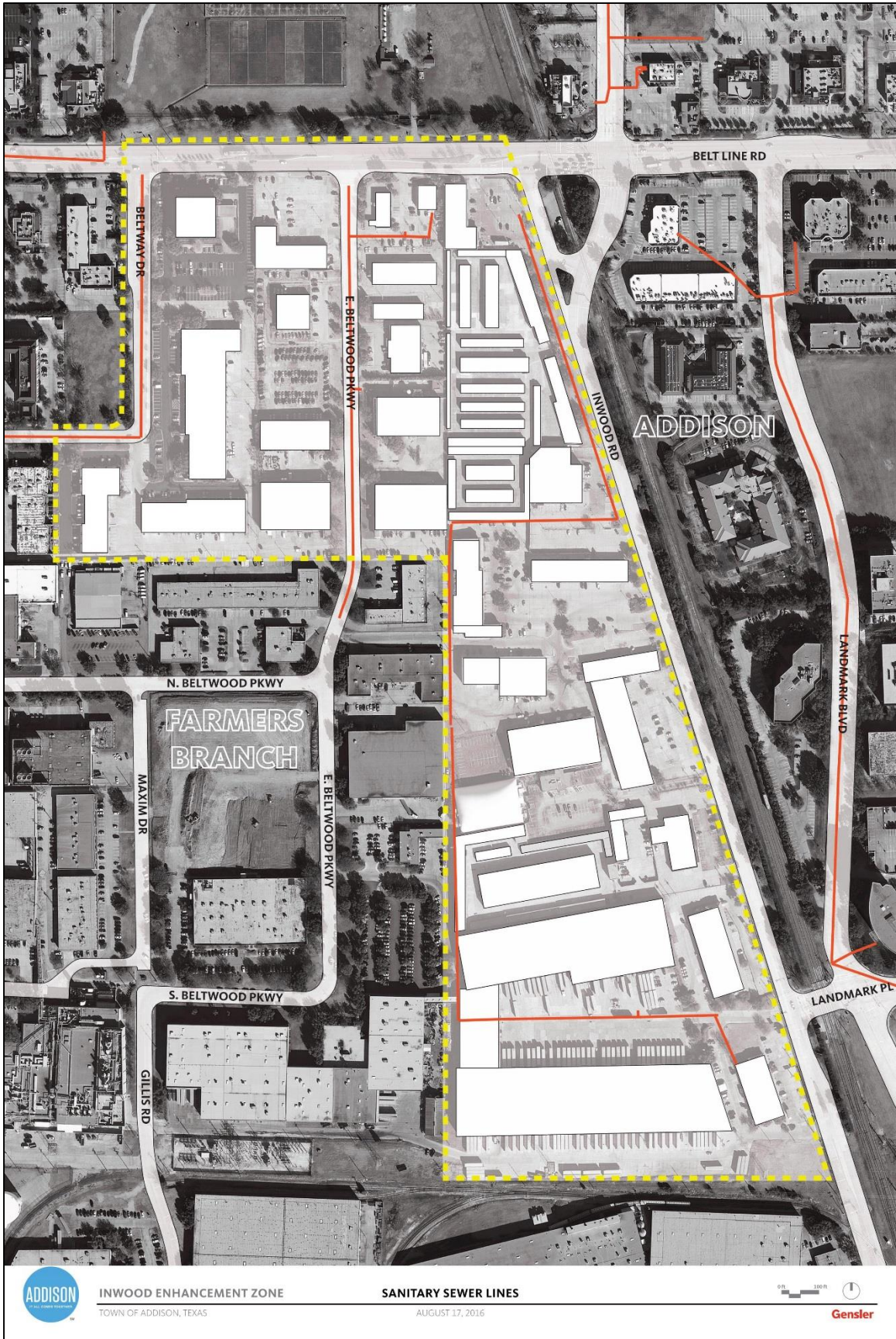


Figure 1-7 – Study Area Storm Drainage Service

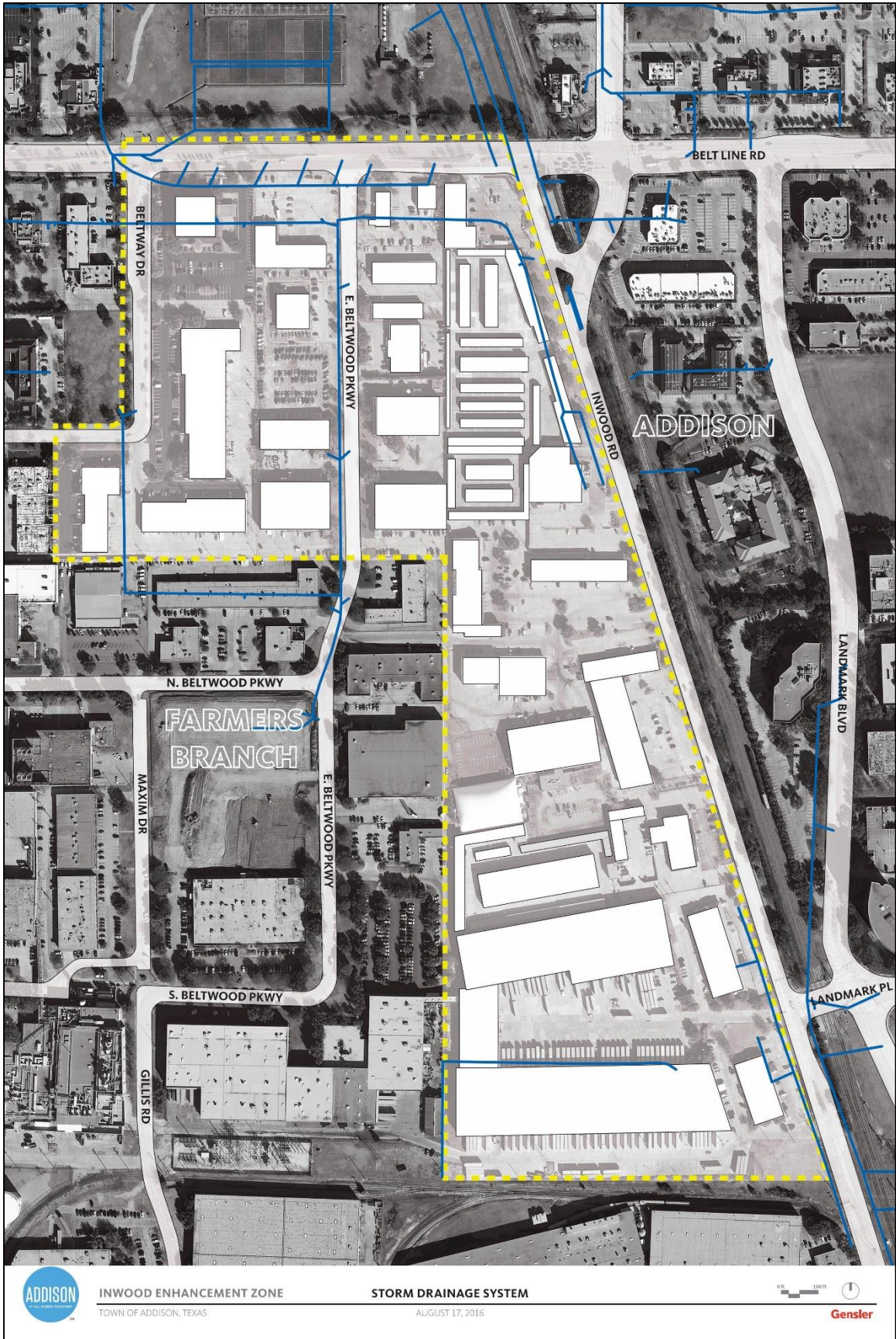


Figure 1-8 – Study Area Noise Contours

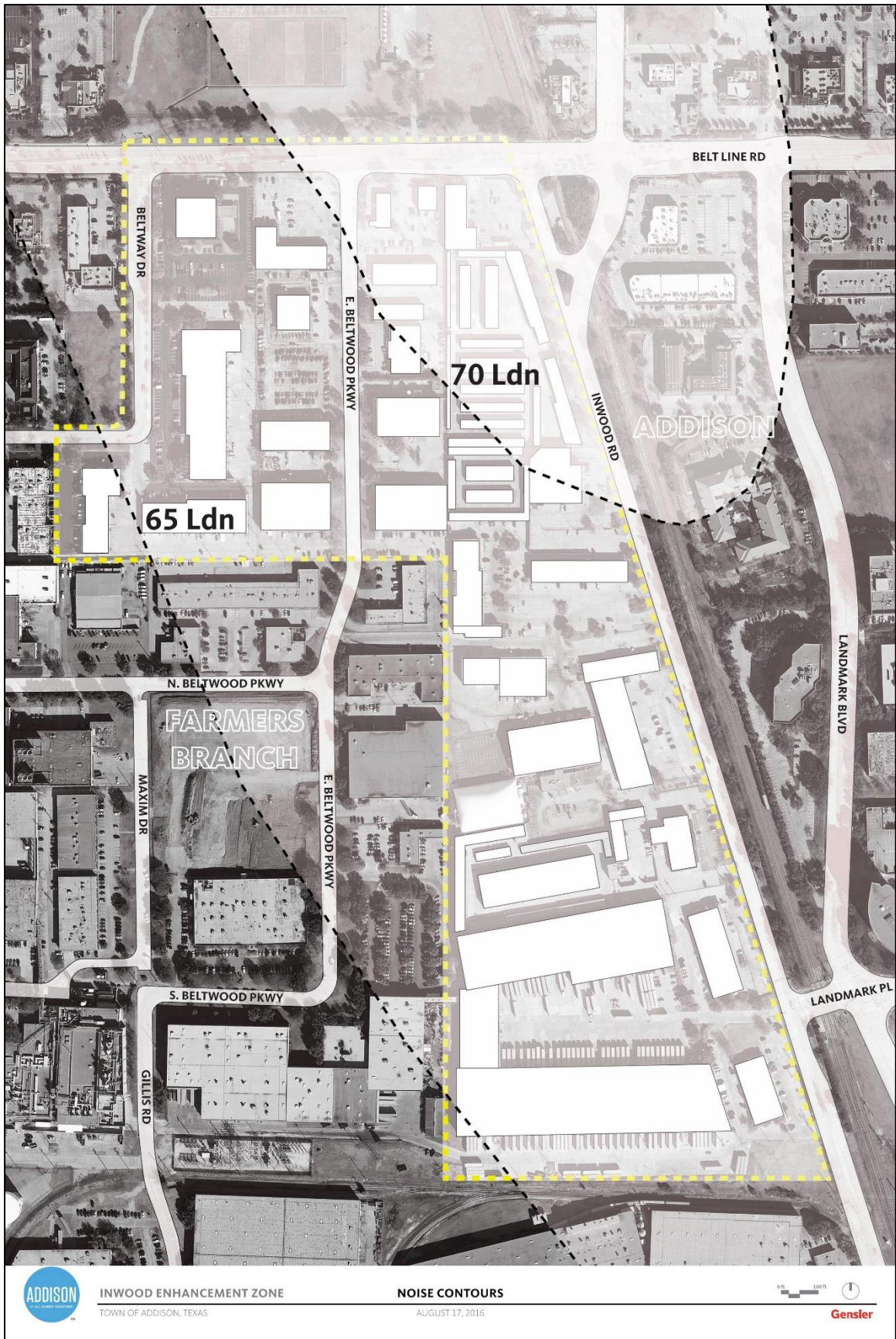
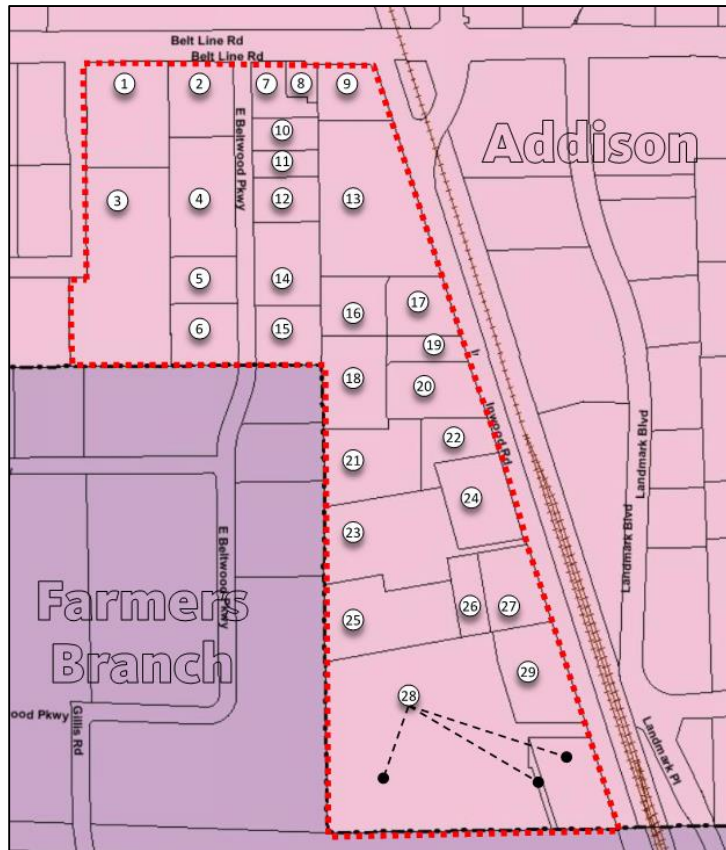


Figure 1-9 – Study Area Parcels



Key #	Parcel Address	Owner
1	4560 Belt Line	Addison Park Ltd
2	4570 Belt Line	AFS Beltline LP
3	15000 Beltway Dr	Addison Park Ltd
4	15051 E. Beltwood Pkwy	Beltwood Partners
5	15015 E. Beltwood Pkwy	Nellie Gerken O'Connell
6	15000 Beltwood Pkwy	Simi Partners LLC
7	4650 Belt Line Road	Amegy Bank
8	4680 Belt Line Road	Granoff Addison Ltd
9	15055 Inwood Road	Big Tex Addison Ltd
10	15080 E. Beltwood Pkwy	15080 E Beltwood Dr LLC
11	15070 E Beltwood Pkwy	Manroorti Hossein Sterling
12	15060 E. Beltwood Pkwy	Billy L. Prewitt Sr.
13	15025 Inwood Rd	Crossman Corp (dba The Attic)
14	15050 E. Beltwood Pkwy	D3 Realty LLC
15	15000 E. Beltwood Pkwy	KNC Capital I LLC
16	15025 Inwood Rd	Crossman Corp (dba The Attic)
17	15003 Inwood Rd	Joe C. Thompson, Jr.
18	14851 Inwood Rd	14851 Inwood Road Partners Ltd.
19	15003 Inwood Rd	Joe C. Thompson, Jr.
20	14885 Inwood Rd	14851 Inwood Road Partners Ltd.
21	14833 Inwood Rd	14851 Inwood Road Partners Ltd.
22	14825 Inwood Rd	Inwood Brothers Ltd
23	14801 Inwood Rd	D Bohrnstedt Inc
24	14803 Inwood Rd	AJ Worldwide Inc.
25	14729 Inwood Rd	Storage Trust Properties LP
26	14735 Inwood Rd	Jo Ann Owen Trust
27	14733 Inwood Rd	Inwood Plaza Addison, LLC
28	14621 Inwood Rd	Tuesday Morning Partners Ltd
29	14639 Inwood Rd	Friday Morning Inc.

TOTAL VALUE \$35,875,888 (DCAD)

TASK 1.5 – EXISTING CONDITION ANALYSIS

In consideration of the Study Area’s existing condition, the following areas were considered:

- Built environment;
- Access;
- Utilities; and,
- Natural environment.

While there are no known challenges to development, the condition of the Study Area varies depending on location.

BUILT ENVIRONMENT

The Study Area is essentially 100% built. However, the development type, intensity, and quality vary within the Study Area. For the purposes of this report, the Study Area is divided into four corridors, based on the four streets defining the zone:

- **Inwood Road Corridor** – This area represents the largest portion of the Study Area (2,565 LF approximately) and, perhaps, the most challenging. Initially established as the Town’s “beverage center” as an economic development initiative in the 1970s, it has fallen into a state of under-utilization. Many former retail buildings site vacant as a result of losing the competitive advantage is alcohol sales (as surrounding communities voted to go “wet”). The Inwood Corridor is also separated from other developed areas to the east by an existing railroad track and heavy/mature landscaping that prevent any type of pedestrian access. Several buildings in this area have become visually unappealing, due to a combination of vacancy and lack of maintenance. Figure 1-10 (page 17) shows current photos of the Inwood Road Corridor.
- **Belt Line Road Corridor** – This is, arguably, the most visible portion of the Study Area (at approximately 1,067 LF), and perhaps the most recognized. It is an extension of Addison’s “Restaurant Row” – one of the Town’s main economic generating segments. Within the Study Area, the uses are a combination of dining, service-oriented retail, and office. Buildings are generally in good condition, with few vacancies, although parking lots tend to be one of the first characteristics seen by drivers. Figure 1-11 (pages 1-18 and 1-19) shows current photos of the Belt Line Road Corridor.
- **East Beltwood Parkway Corridor** – This is a short roadway (approximately 1,002 LF), perpendicular to

Belt Line Road, which serves numerous smaller offices and light industrial businesses. (It is also curious that although it is called a “parkway”, there is no landscape median, which is normally a design feature of a parkway.) A legal non-conforming use (Empire Exotic Motors) is located along East Beltwood Parkway and is one of the larger single-use parcels in the Corridor. Buildings are generally low-scale and in good condition. Figure 1-12 (page 1-20) shows current photos of the East Beltwood Parkway Corridor.

- **Beltway Drive Corridor** – This is the shortest portion of the Study Area (approximately 891 LF) and does not directly connect to any other Study Area roadway (except Belt Line). Uses are predominantly office and light industrial, with retail/dining and office along Belt Line. Like the neighboring East Beltwood Parkway Corridor, buildings are generally low-scale and in good condition. Figure 1-13 (page 1-21) shows current photos of the Beltway Drive Corridor.

ACCESS

Vehicular access is primarily along Belt Line Road and Inwood Road. Other than Belt Line Road, there is no east/west access in the Study Area – a problem also noted by the Town’s Master Transportation Plan consultant.

Pedestrian access is extremely limited – the only sidewalk in the Study Area is on Belt Line Road. That sidewalk is narrow, with no separation from the back of the curb, making it very close to the outside eastbound travel lane. The absence of sidewalks (and minimal or no street lighting) along Inwood, Beltwood, and Beltway negatively impact the potential for any pedestrian access within the Study Area.

UTILITIES

As stated previously, existing utility services appear adequate to serve the current level of development in the Study Area. There are no known issues regarding utility service at this time.

NATURAL ENVIRONMENT

There are no parks or open spaces areas in the Study Area. However, street trees have become mature, with full canopies, providing some shade and visual appeal.

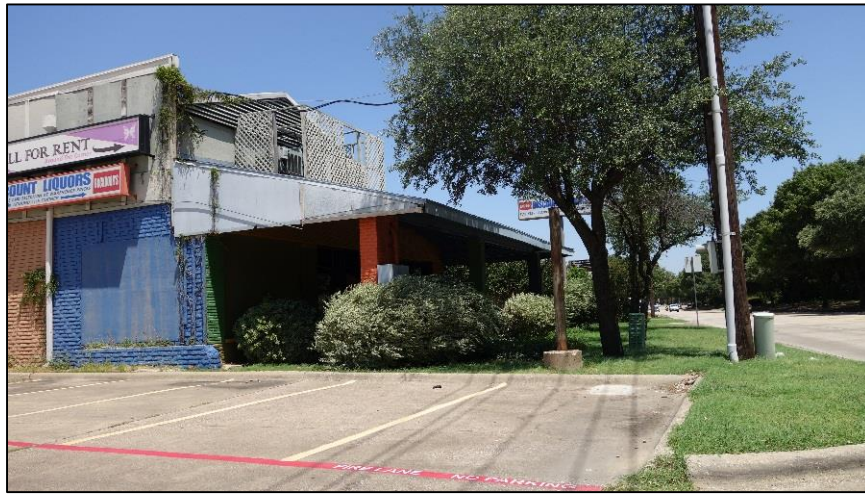
Figure 1-10 – Inwood Road Corridor



Inwood looking south



Inwood looking north

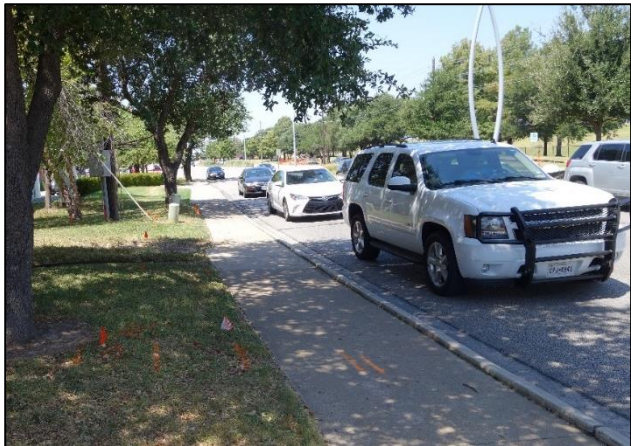


Vacant retail



Tuesday Morning warehouse complex

Figure 1-11 – Belt Line Road Corridor



Belt Line looking west (south side of street)



Belt Line looking east (north side of street)



Retail along Belt Line



Retail signage at Belt Line and Inwood

Figure 1-11 – Belt Line Road Corridor (continued)



Belt Line looking west (north side of street)



Retail along Belt Line



Retail parking and office building

Figure 1-12 – East Beltwood Parkway Corridor



Beltwood looking north



Beltwood looking south



Multi-tenant retail/office building on Beltwood



Office/light industrial building on Beltwood

Figure 1-13 – Beltway Drive Corridor



Beltway looking north



Beltway looking south



Bank and office building on Beltway at Belt Line



Office building on Beltway

TASK 1.6 – PROJECT AREA TOUR

On 03 August 2016 (Wednesday), representatives from the Town of Addison and Gensler jointly toured the Study Area to view areas of interest and concern. Participating in the tour were representatives from the Town and Gensler.

Many of the same concerns noted previously in this report were discussed during the tour, including:

- Lack of east/west access and the challenge in providing new access without impacting existing buildings;
- Condition of vacant retail buildings along Inwood Road;
- Waning retail presence along Inwood Road, with some existing tenants planning to relocate elsewhere;

- Lack of sidewalks, street furniture, and green space;
- Lack of street lighting on Beltway and Beltwood;
- Presence of mature trees and attractive tree canopies;
- Use of the railroad track (east of Inwood Road) for temporary freight train storage (up to approximately one month); and,
- Lack of connectivity between Study Area and offices to the east (Quorum area).

The tour assisted the consultant team in seeing areas of interest and concerns to the Town. There were few significant problems other than what was discussed above.

TASK 1.7 – OPPORTUNITIES & CONSTRAINTS ANALYSIS

Based on the Study Area’s existing conditions, the following list is offered of opportunities for, and challenges facing, redevelopment of the Study Area.

OPPORTUNITIES

As evidenced by the near 100% development of the Study Area, the following opportunities are noted:

- There is available infrastructure in place for existing development;
- The Study Area has no topographic issues – it is generally a smooth and level site;
- Although asymmetrically shaped, the entire Study Area is contained within a 5-minute walking radius;
- Belt Line and Inwood Roads provide good regional traffic accessibility and visibility;
- Addison’s existing “Restaurant Row”, coupled with the potential to create other compatible dining and retail destinations, provides a unique opportunity for the Town;
- The strong weekday lunch market from existing businesses within walking distance provides a potential market beyond the Study Area;
- There is also a strong evening dining market draw; and,
- The soccer center has the potential to expand market draw and diversify the Study Area’s economic base.

CHALLENGES

“Constraints” are also considered as challenges that can be overcome by the future vision for the Study Area:

- There is a very long uninterrupted block between Inwood Road and Landmark Place (2,355 LF);
- The existing noise contours associated with Addison Airport prohibit residential use in the Study Area;
- The single-loaded retail corridors along both Inwood Road and Belt Line Road (in the Study Area) make creation of a viable retail area more difficult;
- The rail line parallel to Inwood Road limits connectivity east to other offices and hotels;
- Other than Belt Line Road, there is limited east/west access between Midway Road and Inwood Road;
- The narrow sidewalks along Belt Line Road (and absence of sidewalks elsewhere in the Study Area) inhibit pedestrian use;
- Limited street lighting in interior blocks create a dark and potentially unsafe nighttime environment; and,
- The number of existing vacant retail spaces (predominantly along Inwood Road) inhibit the attraction of new retail tenants.

TASK 1.8 – GENERAL MARKET ANALYSIS

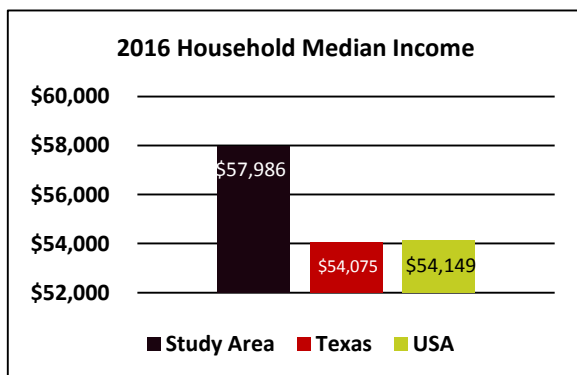
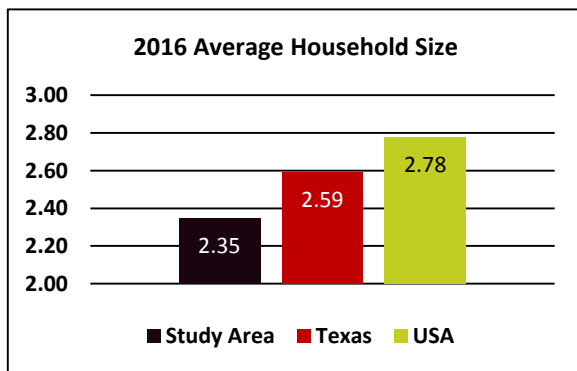
To support the planning and design analysis, Gensler’s Real Estate/Market Analytics Group prepared a market analysis of the submarket which includes the Study Area. The analysis profiled both the community and the businesses, using data from the following sources: ESRI Business Analyst, the US Census Bureau, OnTheMap, CoStar, Hoover’s, Pitchbook, the US Bureau of Labor Statistics, M/R Whitestone Facility Guide, and the International Council of Shopping Centers (ICSC).

COMMUNITY PROFILE

The submarket for this analysis includes the 5-mile radius around Inwood Road (also called “Study Area” in this application, although it represents a larger area than within Addison). Within that zone (also see Figure 1-14 below):

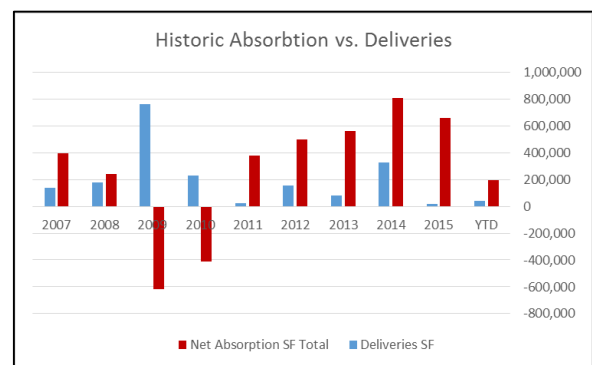
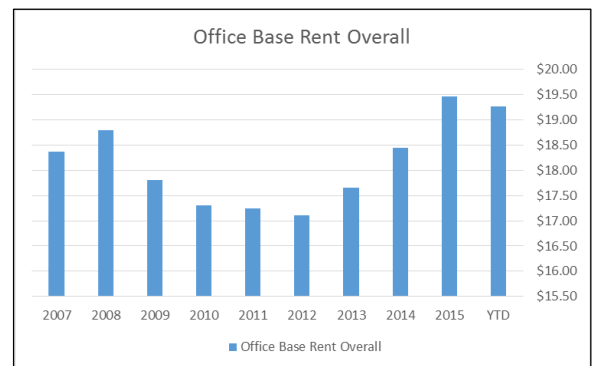
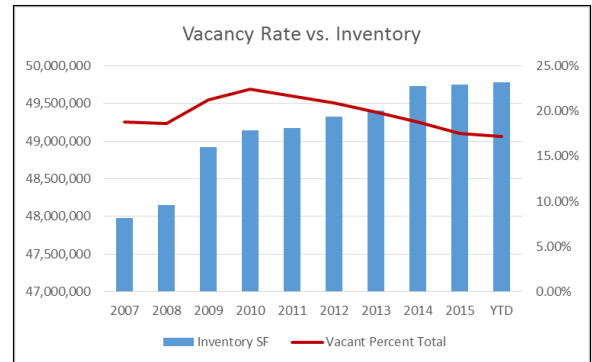
- 368,894 people reside in 156,362 households, yielding an average density of 2.35 people per household (slightly lower than the State of Texas and US medians);
- The median household income is \$57,986 (slightly higher than the State of Texas and US medians);
- The average age is 35.6 years old; and,
- A high percentage of people (45%) have at least a Bachelor’s Degree.

Figure 1-14 – Community Profile



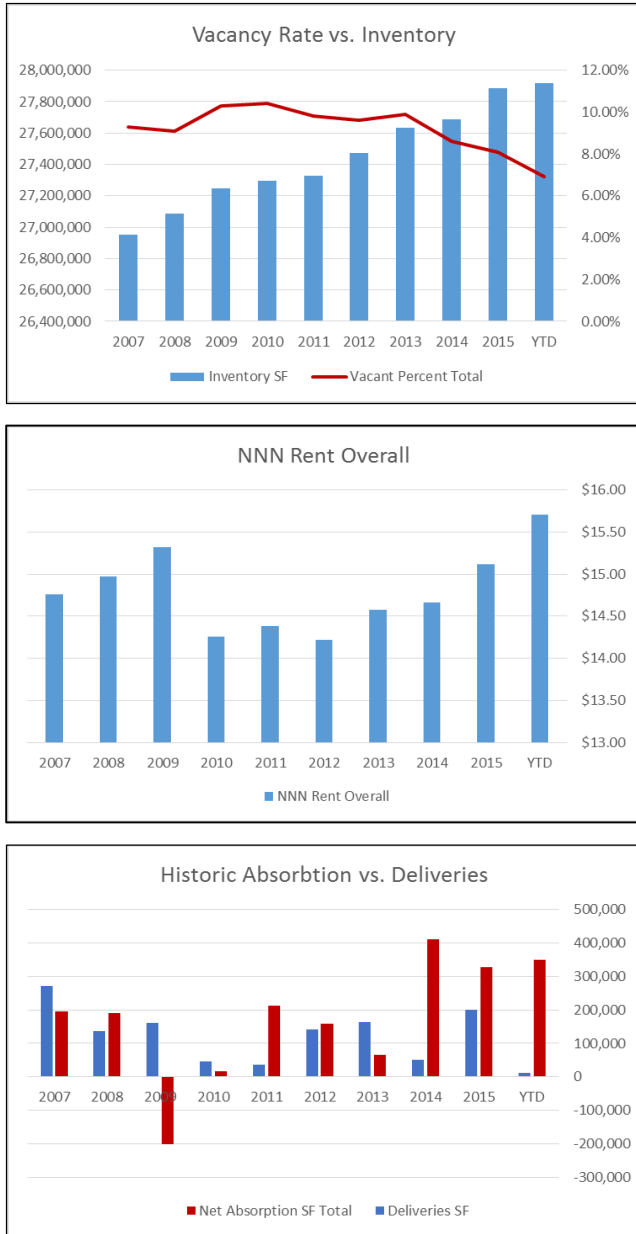
The Office market in the study zone has generally experienced slow growth in inventory – partially attributable to the 2009 recession and to the office market growth in the Frisco/Plano submarket. There has, however, been positive absorption, with declining vacancy rates (17.5% currently), and an increasing base rent (see Figure 1-15 below).

Figure 1-15 – Office Market Data



The Retail market has enjoyed steady growth in inventory and a very positive absorption rates. Retail vacancy rates are at 8.1% and dropping, leading to a higher overall net retail rent rates. Figure 1-16 (page 1-24) details this data.

Figure 1-16 – Retail Market Data



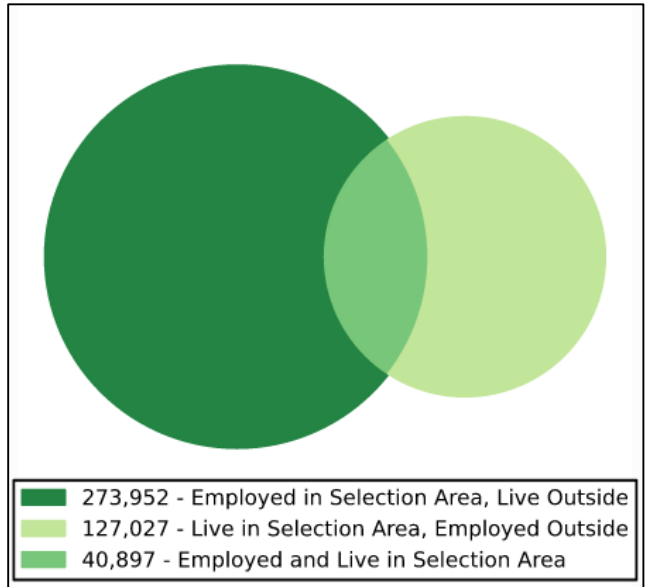
BUSINESS PROFILE

Within the study zone, Office Workers comprise the single largest percentage (33%) of the workforce – more than double the national average of 16%. Other workers include:

- 24% (retail, entertainment, accommodation, & food service workers);
- 4% (educational services);
- 7% (healthcare and social assistance); and,
- 32% (other businesses).

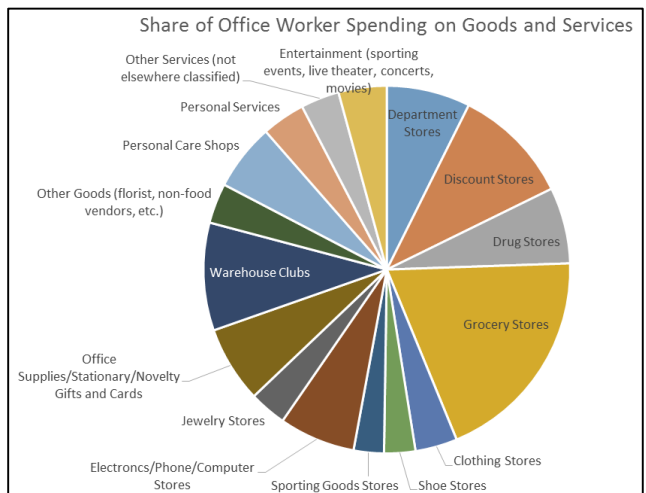
Figure 1-17 profiles where people in the study zone live and work. The large green circle represents persons that work within the study zone but do not live there (276,952 people). The smaller light green circle represents those who live in the study zone but do not work there (127,027 people). Where they overlap represents those that live and work in the 5-mile study zone (40,897 people). That equals a total of 314,894 people working in the study zone.

Figure 1-17 – Workforce Residency



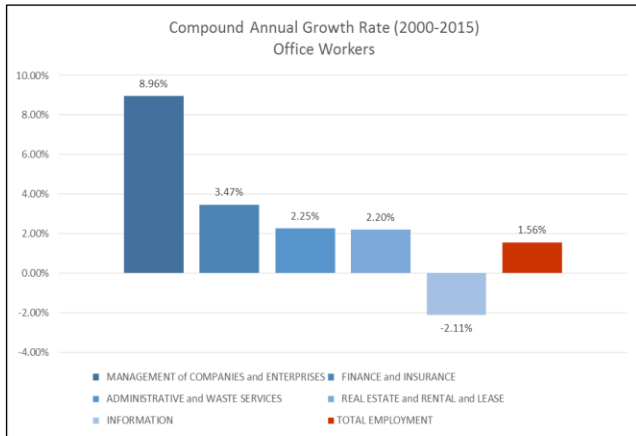
Office workers spend roughly \$9,750 annually near where they work – this equals approximately 104,500 people spending over \$1 Billion annually within the study zone. Spending habits vary, with most spending money at grocery stores, discount stores, and warehouse clubs. Figure 1-18 (page xx) shows that general diversity of spending habits within the study zone.

Figure 1-18 – Office Worker Spending



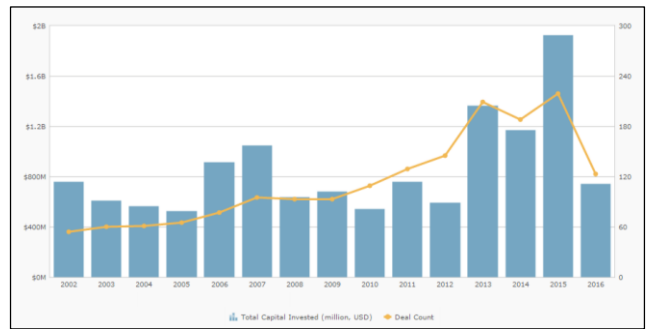
Between 2000 and 2015, all office worker types grew (with the exception of those in Real Estate), the strongest annual growth rate exhibited in Management positions (8.96% annual growth). Total Office employment grew 1.56% annually during this period. It is expected that this segment will continue to grow (see Figure 1-19 below).

Figure 1-19 – Office Worker Growth Rates



The North Texas market is also favorable to new business startups. Figure 1-20 (below) shows a generally increasing trend since 2002 (with the exception of 2014). Even during the recession, investments in new business start-ups increased. And while the bar for 2016 looks like there has been a decrease, it actually is only for the first 6 months of the year. Should the 2016 trend continue, startup investment should equal or exceed those in 2015.

Figure 1-20 – Dallas Startup Investments (2002-Present)



TASK 1.9 – COMMUNITY MEETING #1

On 17 August 2016 (Wednesday), the first Community Meeting was conducted. Held at the Addison Conference Centre, it attracted 44 attendees representing Town residents, land owners, and Study Area parcel owners.

Before the meeting, informal presentations were made at several “stations” in the room where data and maps were displayed. After introductory comments by Mayor Todd Meier, the consultant team presented the following information for review and discussion.

Figure 1-21 – Community Meeting #1



DISCOVERY FINDINGS

The results of the Discovery process were presented. There were few questions overall – but some were interested in the noise contours from Addison Airport and how those were determined. Once explained, there were no further concerns about why residential uses were not possible for the redevelopment of the Study Area.

GOALS

In addition to the goals included in recent previous studies, the following study goals were proposed:

- Improve east/west access connectivity;
- Improve pedestrian linkages;
- Improve financial revenue to Town;
- Make the Study Area safe and attractive;
- Retain existing businesses and attract new ones; and,
- Promote redevelopment of vacant/underused parcels.

There was general agreement that these goals were in line with “The Addison Way” and the best interests of the Town.

VISUAL PREFERENCE SURVEY

During the meeting, seven displays were hung on the meeting room wall for public comment. These showed aspirational imagery for retail, dining, office, public buildings, and open space.

Attendees were asked to place a dot (any color) on any image that they preferred. The results – presented in Figures 1-22 through 1-27 (pages 1-26 through 1-32) demonstrated a preference for denser, more diverse, more urban, and more walkable development.

Figure 1-22 – Visual Preference: Dining Options



Figure 1-22 – Visual Preference: Dining Options (continued)

PUT A DOT ON THE IMAGES YOU LIKE THE MOST!



INWOOD ENHANCEMENT ZONE
TOWN OF ADDISON, TEXAS

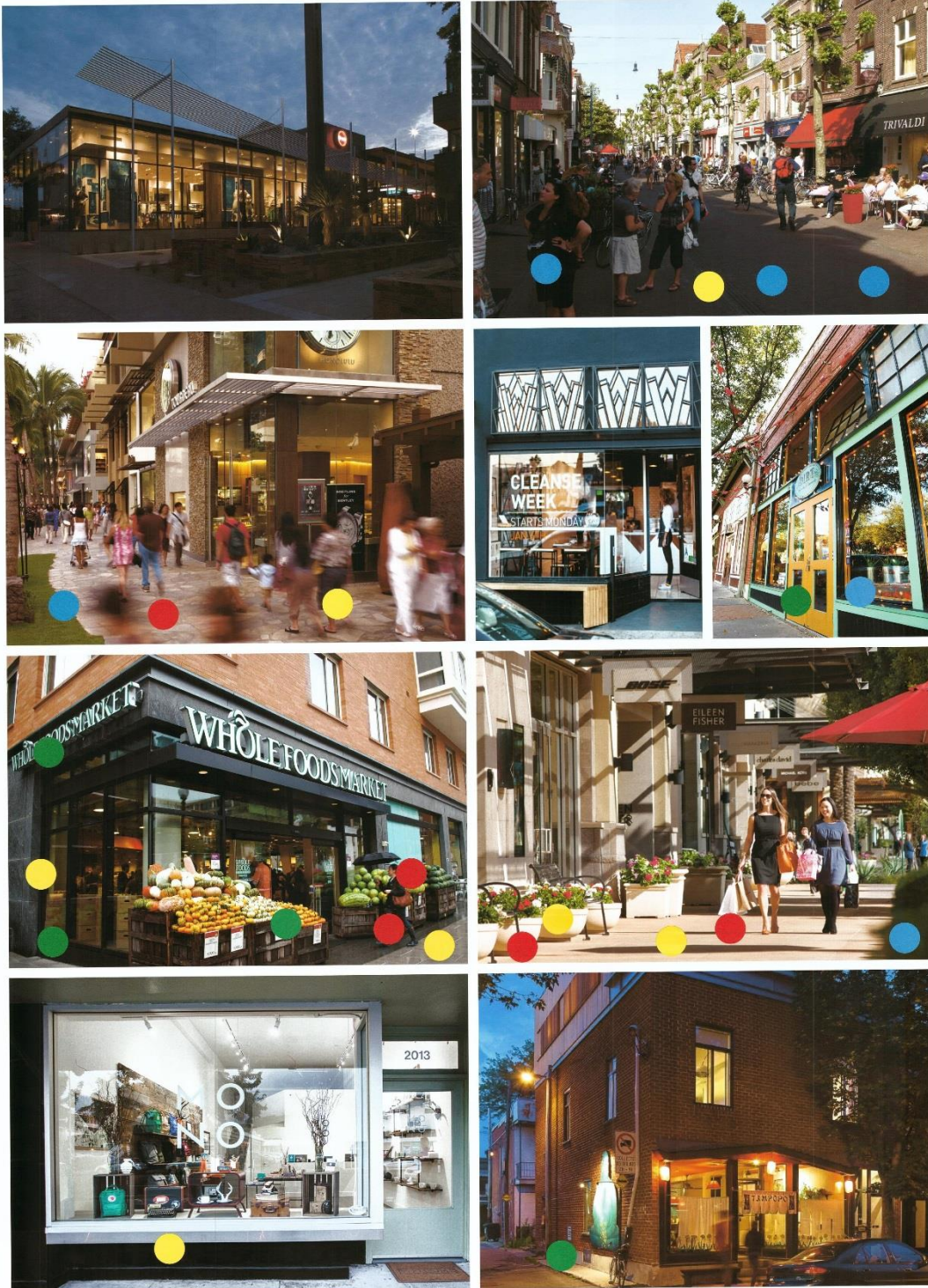
VISUAL PREFERENCE - DINING

AUGUST 17, 2016

Gensler

Figure 1-23 – Visual Preference: Retail Options

PUT A DOT ON THE IMAGES YOU LIKE THE MOST!



INWOOD ENHANCEMENT ZONE
TOWN OF ADDISON, TEXAS

VISUAL PREFERENCE - RETAIL

AUGUST 17, 2016

Gensler

Figure 1-24 – Visual Preference: Office Options

PUT A DOT ON THE IMAGES YOU LIKE THE MOST!



INWOOD ENHANCEMENT ZONE
TOWN OF ADDISON, TEXAS

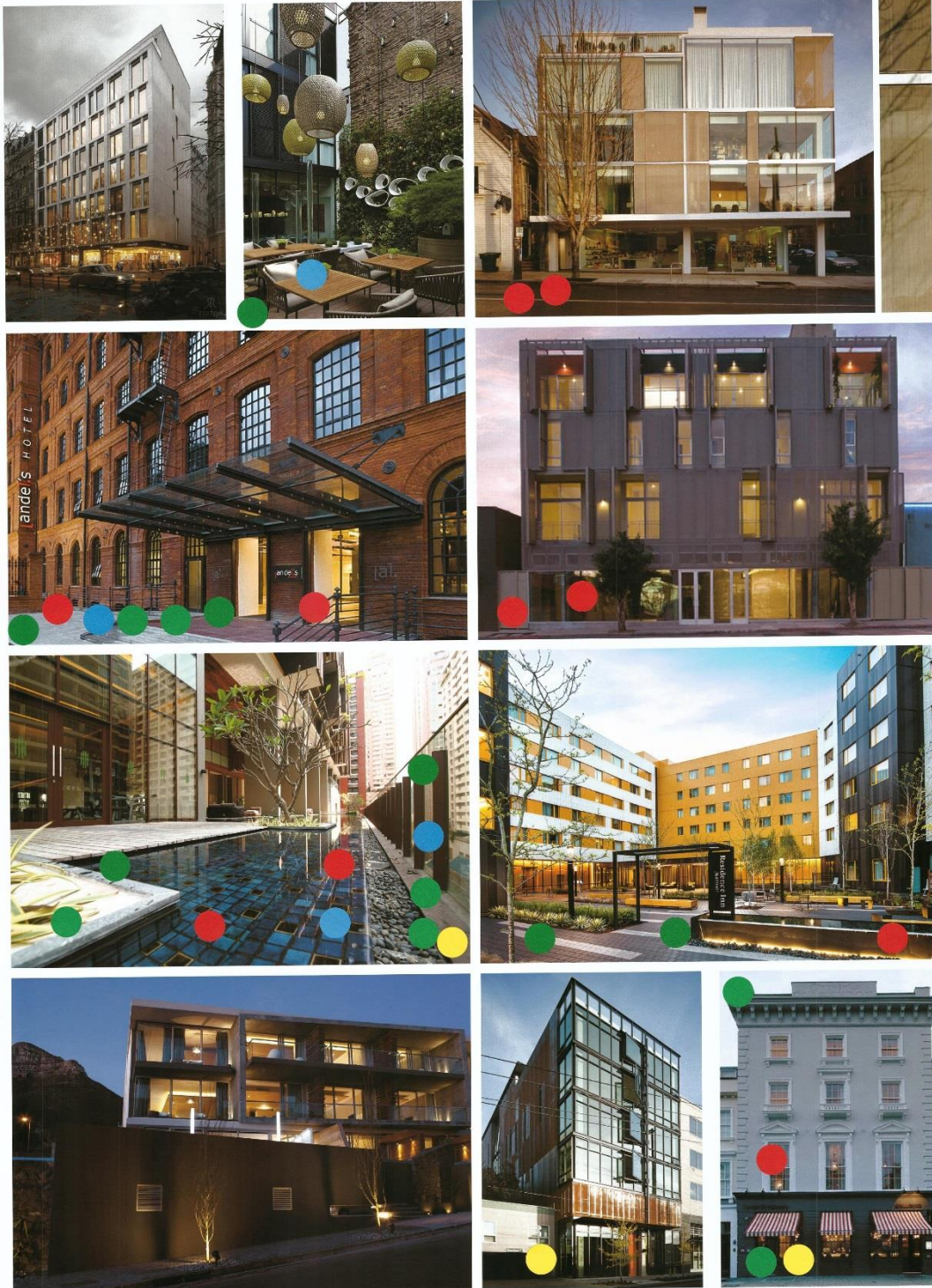
VISUAL PREFERENCE - OFFICE

AUGUST 17, 2016

Gensler

Figure 1-25 – Visual Preference: Hotel Options

PUT A DOT ON THE IMAGES YOU LIKE THE MOST!



INWOOD ENHANCEMENT ZONE
TOWN OF ADDISON, TEXAS

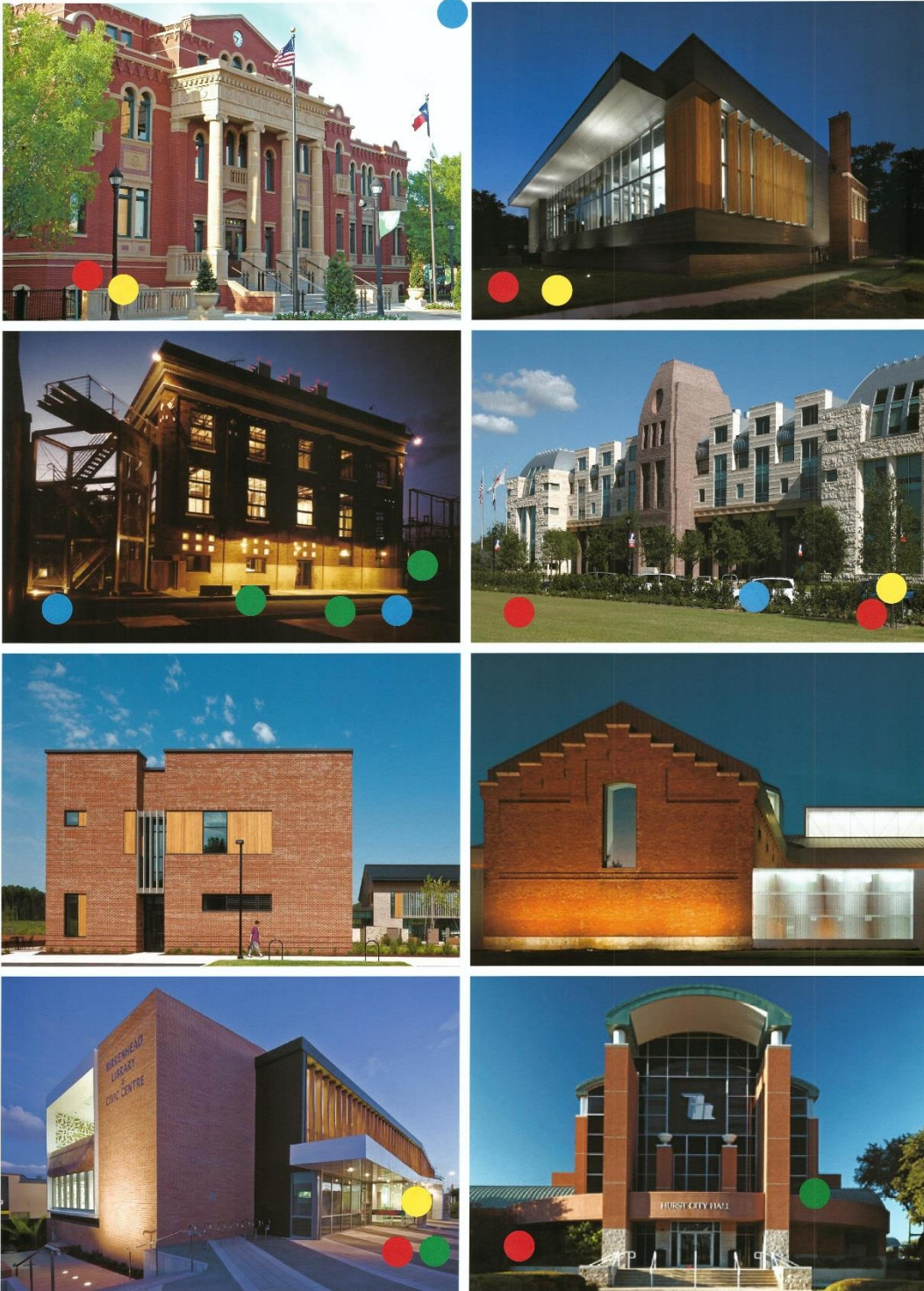
VISUAL PREFERENCE - HOTEL

AUGUST 17, 2016

Gensler

Figure 1-26 – Visual Preference: Public Building Options

PUT A DOT ON THE IMAGES YOU LIKE THE MOST!



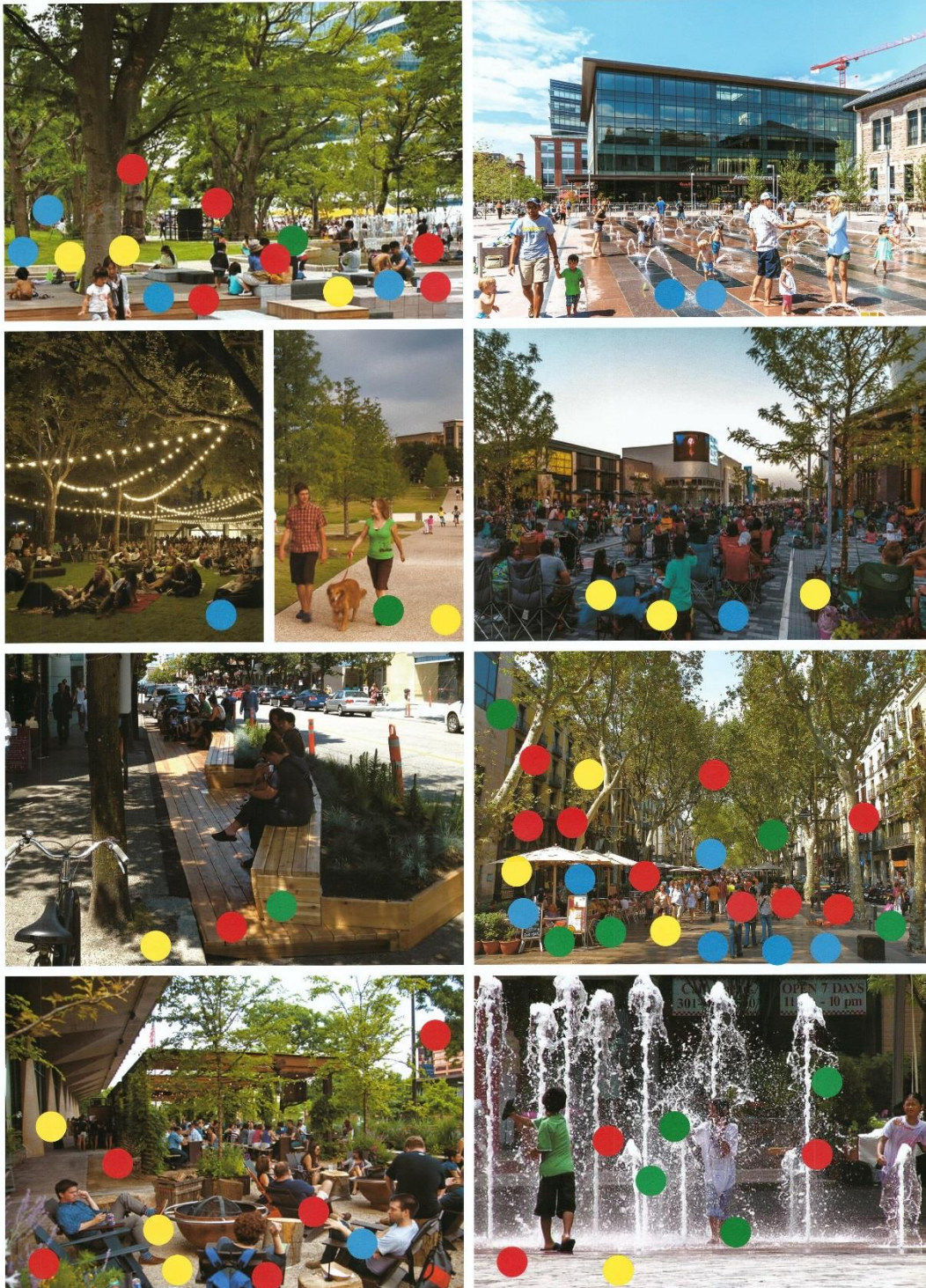
INWOOD ENHANCEMENT ZONE
TOWN OF ADDISON, TEXAS

VISUAL PREFERENCE - PUBLIC BUILDINGS
AUGUST 17, 2016

Gensler

Figure 1-27 – Visual Preference: Open Space Options

PUT A DOT ON THE IMAGES YOU LIKE THE MOST!



INWOOD ENHANCEMENT ZONE
TOWN OF ADDISON, TEXAS

VISUAL PREFERENCE - OPEN SPACE

AUGUST 17, 2016

Gensler

POTENTIAL DEVELOPMENT APPROACHES

Four general approaches to developing the Study Area were presented. These are called “approaches” because they are general directions the Town might consider. They are not as specific as concept plans, but will help inform the consultant team as the process moves forward. It also helps show the public preference for one general direction over another.

#1 – BASELINE APPROACH

Effectively, this would be a no-investment” approach by the Town. Redevelopment would rely solely on market forces to guide new development and growth. The Town would enforce existing zoning and building codes, but would refrain from making any “incentivizing” investments, such as new roadways or infrastructure. No display was developed for Approach #1, since it would effectively be the same as what is current in the Study Area.

The Baseline Approach does not effectively address the concerns of the Study Area, and may take a very long time to show any results. It also leaves the Town in a reactive position, much like where it has been since the loss of the competitive advantage of the Addison Beverage Center.

General comments trended to not relying on just natural economic cycles to resolve concerns in the Study Area.

#2 – ADAPTIVE REUSE APPROACH

Approach #2 respects existing parcel and ownership lines as much as possible, while addressing how to redevelop portions of the Study Area:

- Expand the Retail corridor along Inwood Road;
- Extend the “Restaurant Row” south along Beltwood with new Retail/Mixed-Use development;
- Add new east/west access for people and cars, including potential pedestrian crossings across Inwood/railroad track;
- Divide Inwood Road into two shorter and more walkable blocks;
- Expand Office development from Beltway to Beltwood;
- Potential for Sports-related development around existing soccer center;
- Keep the existing mini-warehouse sites (which may redevelop in the future as Retail if desired); and,
- Keep the existing Tuesday Morning warehouse complex.

Figure 1-28 (page 1-34) shows Approach #2. Generally, public comments were positive to this Approach. There were desires to include more diverse retail that could expand upon the Epicurean District concept previously recommended (2006 study). Should the existing mini-warehouse developments desire to transition to retail, some of their buildings are appropriately-sized for micro-retail and micro-dining options, also as previously recommended. However, in this approach, it would be up to the owners of those parcels to decide if they were ready to change their land uses.

#3 – DISTRICT APPROACH

Approach #3 is a further evolution of Approach #2 and develops more identifiable and specific districts within the Study Area. It also introduces the potential for a new Public Building location, along with a farmer’s market and compatible retail:

- Expand the Retail corridor along Inwood Road;
- Extend the “Restaurant Row” south along Beltwood with new Retail/Mixed-Use development;
- Add new east/west access for people and cars, including potential pedestrian crossings across Inwood/railroad track;
- Divide Inwood Road into three shorter and more walkable blocks;
- Expand Office development from Beltway to Beltwood and Inwood;
- Potential for a new Civic/Public Building and Farmers Market;
- Potential for Sports-related development around the existing soccer center; and,
- Keep the existing Tuesday Morning warehouse complex.

There was some interest in Approach #3, especially in how it extended the dining and retail potential into the Study Area’s interior and how it treated the Inwood Road corridor. There was also positive reaction to the concept of providing a new east/west access point along Inwood Road, thus dividing this very long block.

Figure 1-29 (page 1-35) shows Approach #3.

Figure 1-28 – Approach #2 (Adaptive Reuse)

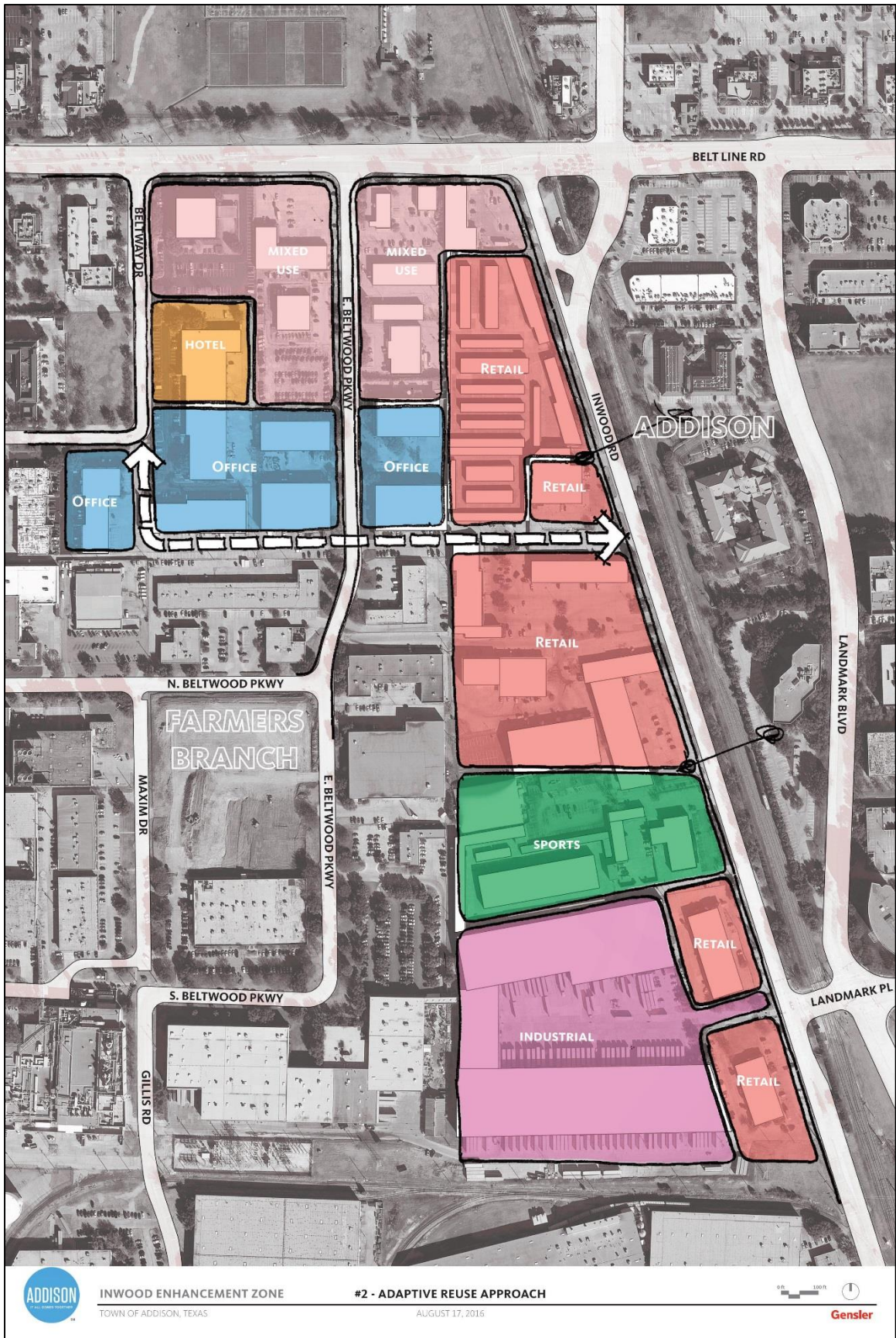


Figure 1-29 – Approach #3 (Districts)

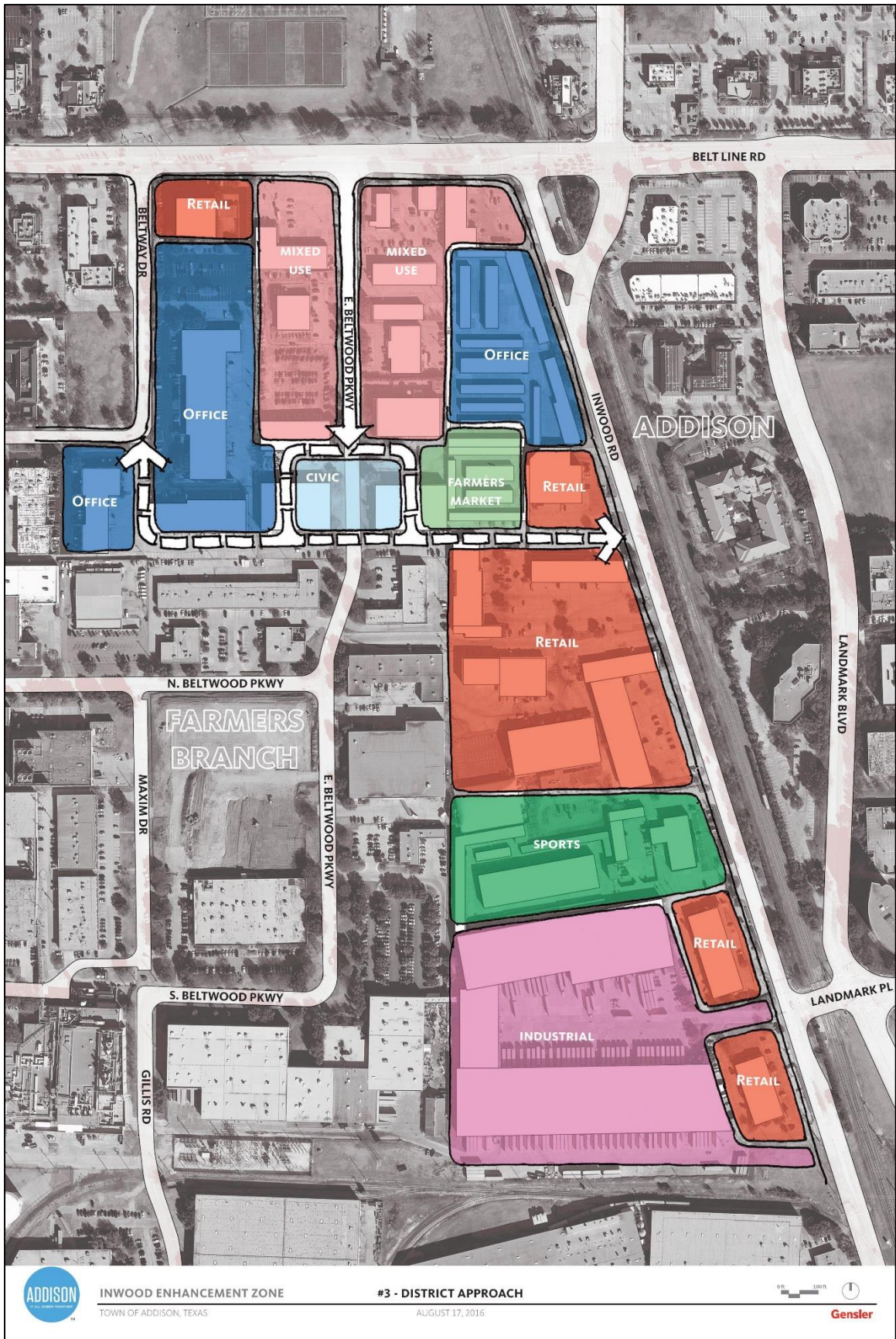
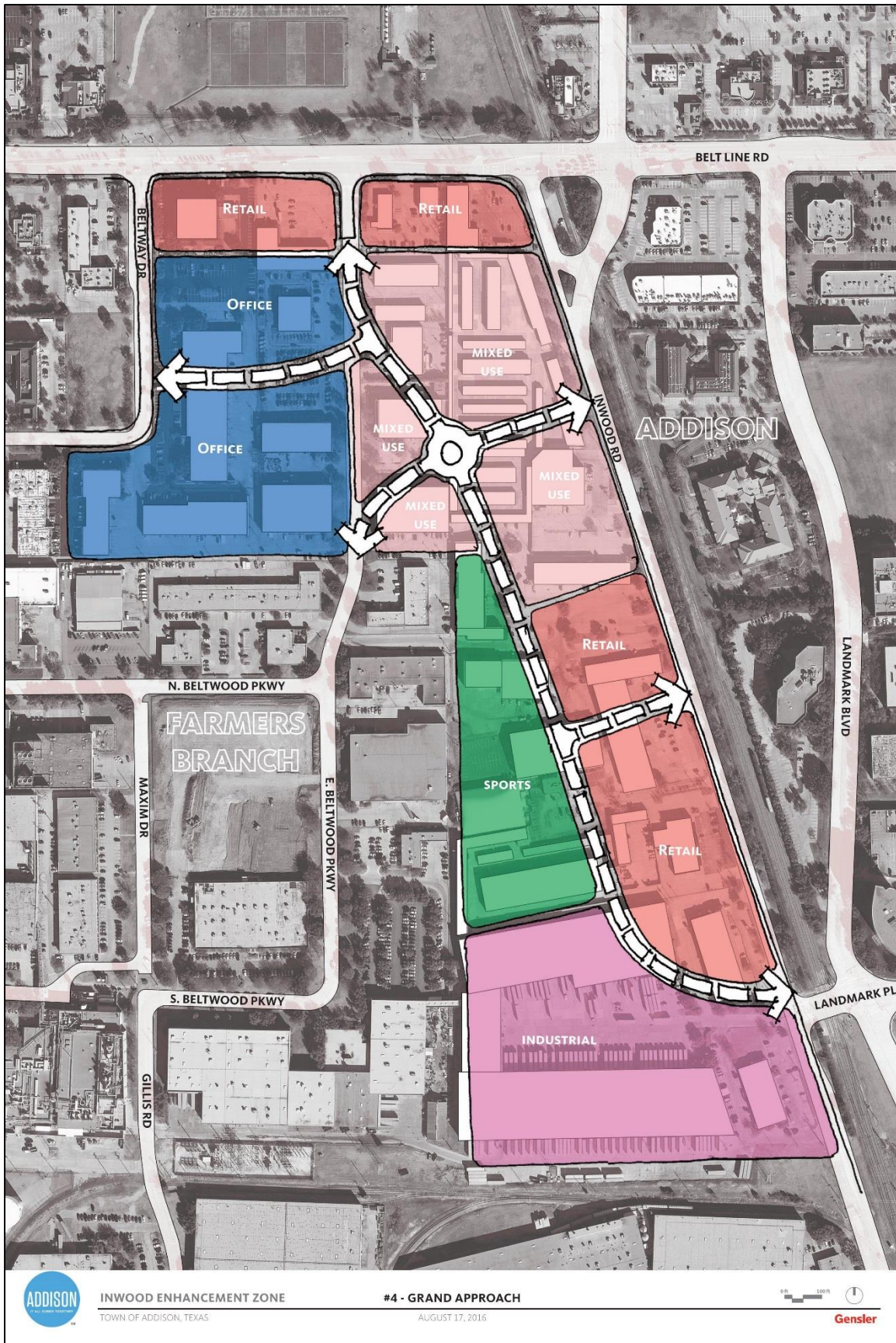


Figure 1-30 – Approach #4 (Grand Approach)



#4 – GRAND APPROACH

Approach #4 is the most ambitious of the four approaches. It puts forth the potential for comprehensively altering the blocks and development diversity of the Study Area.

It introduces the concept a new roadway parallel to Inwood Road – informally referred to as “InLine Road” – to create logically-developable blocks, accommodate new east/west access opportunities, and create shorter, more walkable block lengths along Inwood Road. Specifically, Approach #4 includes:

- Creation of a new roadway to develop a double-loaded corridor parallel to Inwood Road;
- Expansion of the Retail corridor along Inwood Road;
- Expansion of the Belt Line Road “Restaurant Row”;
- Development of new Mixed-Use Districts as a complement to Retail uses;
- New east/west access for people and cars at multiple points, including pedestrian crossing across Inwood/railroad track;
- Division of the Inwood Road corridor into multiple shorter and more walkable blocks;
- Expansion of an Office district between Beltway Drive and East Beltwood Parkway;
- An expanded Sports-related development around the existing soccer center; and,
- Keep the existing Tuesday Morning warehouse complex.

Figure 1-30 (page 1-36) shows Approach #4.

Public comment was enthusiastic for Approach #4 as it was the most bold and created an environment unique to Addison. The potential for the new “InLine Road” was also viewed positively, as it created a reliever for traffic on Inwood Road and allowed for the development of a double-loaded corridor. While Approach #4 did not show a Civic Building or a farmer’s market function, these uses could easily be incorporated if desired.

It should be noted that In Approaches #2, #3, and #4, the presence of the Tuesday Morning warehouse complex is maintained. However, should the corporation decide in the future to relocate this function closer to regional highways (or in the event someone purchases the corporation and relocates this function), this parcel could be developed in a compatible fashion with any of the Approaches. Light industrial uses would still be compatible with existing zoning and uses from surrounding municipalities.

GENERAL DISCUSSION

Comments were received before, during, and after the first Community Meeting, including those received on comment cards and via email. Most comments received were positive and constructive. The comments are shown in the Appendix to this Phase 1 Report.

Of the 44 attendees, 28 submitted comment cards (comments are summarized in Appendix 1 with copies of all submitted comment cards included). The demographic breakdown of the 28 commenters at the first Community Meeting was:

Gender:

Male	46.4%
Female	53.6%

Age-group:

0-17 years	0%
18-30 years	3.6%
31-50 years	10.7%
51-64 years	32.1%
65-80 years	42.9%
Over 80 years	10.7%

Involvement:

Commercial property owner	10.7%
Business owner	7.1%
Commercial property & business owner	0%
Resident (renter)	21.4%
Resident (owner)	60.7%
None of the above	0%

Length of Addison residency:

Less than 1 year	3.6%
1-5 years	17.9%
6-10 years	17.9%
10-19 years	28.6%
20+ years	21.4%
Not a resident	10.7%

Of those who submitted comment cards:

- Most were women (53.6%);
- A majority (75.4%) were between 51 and 80 years old;
- A majority (82.1%) were residents (both tenants and owners); and,
- Exactly half (50%) have lived in Addison between 10 and 20 years.

Many comments were more transportation-oriented and may be forwarded to the Master Transportation Plan project. Some comments are actually outside of the Study Area but should be kept in mind for future consideration.

NEXT STEPS

The successful completion of Community Meeting #1 and the documentation of Phase 1 (this report) signaled the completion of Phase 1 Discovery. The next step will be to

conduct the Phase 2 Visioning process which principally involves charrettes with the advisory group.

A second Community Meeting will be held during Phase 3 (tentatively scheduled for 26 September 2016).

Phase 1

APPENDIX

COMMUNITY MEETING #1 COMMENTS

The following comments were received during the first Community Meeting, as either verbal questions, comments written on displays, submitted comment cards, or follow-up emails to Town staff (copies of the comment card submissions are included in this Appendix as well). Similar comments have been grouped together under general categories (Transportation, Development, etc.) and are presented in no order of priority or importance.

Transportation-Related Comments:

- “Rename the northern portion of Inwood Road (the “entrance to Addison”) to Addison Road”;
- “I would have liked to see more incorporation of Landmark and Quorum Roads with the Inwood Road revitalization renderings”;
- “I didn't see any proposed changes to the intersection at EB Beltline and Addison/Inwood Roads. The layout of that intersection is unlike any other intersection I can recall driving through and can be confusing. Take this opportunity to reduce confusion and improve traffic flow by redesigning the intersection”;
- “Is the railroad still used? Could the railroad be relocated or go underground”;
- “Concerned about lack of accessibility to 635 and/or the Tollway. Will we really see an increase in Inwood's popularity if it's not 'easily' accessible”;
- “Concerned that nothing has changed traffic flow-wise since the traffic we experienced when we were the only wet area around. Inwood isn't ready for more traffic”;
- “The cost/benefit ratio of pushing Beltway through to the east may be much too high, and likely will not leave any of the retail vacancies”;
- “Create separate blocks – not keep it a continuous street”;
- “What opportunities exist using the railroad land (east of Inwood)? Rail down median (like a boulevard)? Shift Inwood east to create a very wide retail and pedestrian park/walkway on [the] west side”;

- “Vehicular traffic in Addison is so very challenging on many levels. Would love to see you do something very smart and visionary to help reduce that traffic (or hide it underground?)”

Pedestrian-Related Comments:

- “Legacy Foundation meeting looking at a pedestrian walkway over Dallas North Tollway, a kind of “Deck Park” similar to Klyde Warren Park at the intersection of Beltline and Tollway. Possibility of connecting the Inwood district with this new initiative”;
- There is a lot of potential pedestrian traffic east of the railroad and even more so if the east/west connectivity as proposed by the Legacy Foundation is implemented”;
- “Include bike/jog trail connections”;
- “Have sidewalks throughout the area”;
- “The area should be walkable from the residential areas off Beltway, Midway, Meadows, etc.”;
- “Have on-street parking, unlike Addison Circle”;
- “I would love to see a plan that vibrantly includes Nature in design. Maybe a walkable butterfly garden corridor. Fountains – so beautiful and dynamic that the site attracts families etc.”

Development-Related Comments:

- “Add medical as a permitted use in the LR district”;
- “Attract an HEB grocery store (or equivalent destination grocer)”;
- “No to HEB. Yes to Farmer’s market, artisan attraction area”;
- “Grand Approach looks like a different integration with the Addison brand, authentic solution to what works for Addison. Grand approach option responds to need to plan for the long term”;
- “Would love to see the equivalent of Trinity Groves, artisan shops, or something similar to the environment in Carmel, California”;

- “Old Town Fort Collins, Colorado (used by Disney as a model for Main Street) is another good example”;
- “Keep the old Sigel’s neon sign (on Inwood Road)”;
- “Would like to see a new hotel in the Study Area”;
- “Eliminate the parking lots and only offer parking garages to encourage multi-destination visits as well as airplane viewing”;
- “Include lots of natural and artificial shade with picnic tables and food trailer vendors nearby”;
- “Include a dog park”;
- “Maximize green space”;
- “Store [retail] street walkable – not only on Inwood but also along Beltline all the way east to Whole Foods”;
- “Include a water feature – I recently visited Estes Park and really enjoyed how the town incorporated the stream into their retail area encouraging pedestrians to linger”
- “Development does not happen because some “planner” has an idea and wants it to occur. The Epicurean District idea is not realistic – it is only a dream. Does Gensler have any retail leasing people?”;
- “Have some art galleries, would beautify the area”;
- “Don’t let it [Study Area] get glutted with chain stores that edge out the local independents”;
- “I am very concerned about no plans for increasing residential in order to provide needed 7 day a week support for either of the plans discussed. My opinion is that Addison needs this consideration as foremost for any improvement plans in order to also support current businesses that are now facing increased competition for revenue from restaurant business in these areas – Frisco, Little Elm and even The Colony”;
- “Look at River Market in downtown Kansas City, Missouri”;
- “Great presentation. Definitely need [a] Destination spot. We need Senior living in Addison, which would fit great with a walking epicurean/business center, similar to Old Town in Fort Collins. Don’t need any other residential except senior”;
- “Library or book exchange”;

- “Artists/craft guild moved – we need space for artists. Have artists to demonstrate their art in walkable business/epicurean center”;
- “Farmers markets, bakeries, independent businesses – no big chains”;
- “Residents have dogs. Petite Pooch Boarding is very successful. Dog park, pool, activity area for dogs”;
- “Kids activity area. NO SPORTS PLACES (emphasis by commenter).”

Airport-Related Comments:

- “Extent of noise restriction from airport – possible that noise contours change in the future with improved aviation technology, might allow residential development particular at south end of site”;
- “Want to know if building height would be capped due approach to the airport runway”;
- “Possibly have an airplane viewing area, similar to DFW, or a train viewing area similar to Folkston, Georgia.”

Other Comments:

- “Would like to see coordination with Farmer’s Branch regarding this project”;
- “Be considerate and start meetings on time. The exhibits can be reviewed after the meeting, at attendee’s leisure, especially when/if the exhibits were reviewed or explained during the presentation. If meetings run long, that will discourage my attendance”;
- “What makes one think the real estate value of the area could be 2 to 3 times the existing value;”
- “Dallas does not love valet parking. We are forced into it”;
- “Do we know what kind of money is available?”;
- “Currently, the winter months when it gets dark early, I don’t feel safe driving Inwood after 6 PM”;
- “Use recycling – use sustainable/renewable materials”;
- “Like the direction of your thought process”;
- “Loved the presentation. Include the Legacy Foundation Tollway Crossover in the study. Thank you”;
- “Design with integrity.”

**Comment cards
received at
Community Meeting #1**



TOWN OF ADDISON, TEXAS
INWOOD ENHANCEMENT ZONE

Community Meeting – August 17, 2016 and September 26, 2016

Comment Card

Demographic Questions

The following questions will help the Study Team understand more about the people attending this Community Meeting.

1. My gender is:
(circle one)

a. Male

b. Female

2. My age-group is:
(circle one)

a. 0 to 17 years

b. 18 to 30 years

c. 31 to 50 years

d. 51 to 64 years

e. 65 to 80 years

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General Comments

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1. The cost/benefit ratio of pushing Beltway thru to the east may be much too high, and likely will not "leave" any of the retail vacancies. What makes one think the real estate value of the area could be 2 to 3 times the existing value?
2. Development does not happen because some planner has an idea and wants it to occur. The Epicurean district idea is not realistic - it is only a dream. Does Gensler have any retail leasing?
3. Dallas does not love valet parking. We are forced into it.
4. Do we know what kind of money is available?



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INWOOD ENHANCEMENT ZONE**

**Community Meeting – August 17, 2016 and September 26, 2016
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Create separate blocks - not keep it all continuous
street
Currently in the center when it gets dark early, I
don't feel safe driving home after 6 PM.
Ideas: have some art galleries - would beautify the area
- Don't make buildings too tall - keep them no taller than 3 stories.
- Have sidewalks throughout the area. (for mural
classroom)



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*EVO recycling avoid-use
sustainable/renewable materials.
Don't let it get gutted at Chain & Stores
that edge out the local independents*



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- The area should be walkable from the residential areas off Beltway, Midway Meadows, etc.



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COUNCILMEMBER

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WHAT OPPORTUNITIES EXIST USING THE RAILROAD LAND? (EAST OF INWOOD)

- 1 - RAIL DOWN MEDIAN (LIKE A BOULVARD)
- 2 - SHIFT INWOOD EAST (TO ~~THE~~ CREATE A VERY WIDE RETAIL + PEDESTRIAN PARK/WALKWAY ON WEST SIDE



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Like the direction of your thought process!

Vickie Belew
4105 Pokolodi Cir.
Addison



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I am very concerned about no plans for increasing residential in order to provide needed 7 day a week support for either of the plans discussed. My opinion is that Addison needs this consideration as foremost as any improvement plans in order to also support current businesses that are now facing increased competition for revenue from restaurant businesses in their areas - Frisco, Little Elm and even The Colony.



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① Loved the Presentation

② Include Legacy Foundation Tollway Crossover in the Study.

Thank you!



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LOOK AT RIVER MARKET IN DOWNTOWN
KANSAS CITY, MO!



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*Have on street parking
unlike Addison Circle*



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Great presentation! Definitely need destination spot. We need senior living in Addison! which would fit great with a walking epicurean/business center - similar to old town Scott. Collins (mountains would be nice.)

(OVER)

Don't need any other residential except Senior -

Library or Book exchange

Artists - Craft Guild moved. We need space

for Artists - have artists to demonstrate
their art in walkable, business / epicurean
center - farmers markets, bakeries - independent
businesses - no big chains

Residents have dogs. Petite Pooch Boarding is
very successful - Dog park, pool, activity area
for dogs.

Kids activity area

NO SPORTS PLACES

Library or Book Exchange -



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DESIGN WITH INTEGRITY



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- ① ^{Vehicular} Traffic in Addison is so very challenging on many levels. Would love to see you do something, very smart and visionary to help reduce that traffic (or hide it underground?)
- ② I would love to see a plan that vibrantly includes Nature in design. Maybe a walkable butterfly garden corridor. Fountains - so beautiful and dynamic that the site attracts families etc.
- ③ Nooo to HEB. Yes to Farmer's market, artisan - artistic area -

Thanks



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**TOWN OF ADDISON, TEXAS
INWOOD ENHANCEMENT ZONE**

**Community Meeting – August 17, 2016 and September 26, 2016
Comment Card**

Demographic Questions

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a. Male

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a. 0 to 17 years

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d. 51 to 64 years

e. 65 to 80 years

f. Over 80 years

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e. 20 years or more

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lived in Addison 1950 - 1973

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INWOOD ENHANCEMENT ZONE:

Phase 2 Summary Report

07 November 2016



Gensler

TOWN OF ADDISON

Todd Meier	Mayor
Bruce Arfsten	Mayor Pro Tempore
Ivan Hughes	Deputy Mayor Pro Tempore
Al Angell	Council Member
Jim Duffy	Council Member
Paul Walden	Council Member
Dale Wilcox	Council Member

ADVISORY GROUP

Mark Albert	Liz Oliphant
Tom Braun	Pam Prewitt
Ben Cunningham	Paul Richter
Samantha Harkinson Dewan	Luis Santeliz
Michael Hope	Cole Snadon
Matt Horine	D.H. Watson
Larry Lacerte	Bob Weeks

TOWN STAFF

Wesley Pierson	City Manager
Lisa Pyles	Director – Infrastructure & Development Services
Charles Goff	Assistant Director – Development Services & Planning

GENSLER

Barry Hand, AIA, LEED BD + C	Principal/Studio Director
Joseph A. Pobiner, FAICP, CNU-A	Project Director/Senior Master Planner
Ross Conway, AIA, LEED AP	Principal/Design Director
Julien Meyrat, AIA, LEED AP, RA	Senior Designer
Luis Velasco, AIA Assoc., LEED Green Assoc.	Architectural Designer



Phase 2 VISIONING & REDEVELOPMENT OPPORTUNITIES

07 November 2016



EXECUTIVE SUMMARY – PHASE 2

Upon completion of Phase 1, the Consultant began the second Phase, which is focused on developing draft development concepts which will subsequently be considered further in Phase 3.

Phase 2 involved the collaboration of the Consultant and Town staff with representatives of the public who were appointed to an Advisory Group. The Advisory Group expands citizen involvement in the planning process, allowing for multiple “touchpoints” during the study. In total, the project includes five such opportunities – two community meetings, two Advisory Group charrettes, and a public presentation to the City Council.

The Advisory Group is comprised of 14 members – seven at-large residents (individually appointed by Addison Council members); and seven parcel/business owners (or their designated representatives) some of whom are in the Study Area. Business/parcel owners and representatives were appointed as a group by the Council. The Advisory Group was asked to meet twice during Phase 2.

The Advisory Group was in agreement that the Baseline approach would do little to positively impact the Study Area. The overall feeling was “the market has spoken” and that the Study Area could no longer rely solely on market forces to improve it.

The Advisory Group favored combining Approaches #2 (Adaptive Reuse) and #3 (Districts) into a single concept. They also wanted to see if it was possible for concept plans to follow ownership parcel lines.

Given the public’s enthusiasm at the Community Workshop, Town staff also advised the Consultant to further refine Approach #4 (Grand), as it represented a unique vision for the Study Area and a departure from the existing block pattern.

The Advisory Group also discussed development along southern edge of the Study Area (abutting Farmers Branch), specifically that there was little assurance future development in Farmers Branch would be compatible with the concept(s). This would require inter-city collaboration, which ultimately could be one of the outcomes of this project.

After the charrette, the Consultant refined the approaches into two Development Scenarios – “Civic Square” (with 2 options) and “Village”. These Scenarios were presented to the Advisory Group at their second charrette on 08 September 2018.

The Advisory Group’s input tended to be conservative, desiring to maintain many existing buildings and businesses, and not consider a more ambitious vision for the Study Area. This input is partially understandable, given that the Advisory Group is comprised of individuals with a fiduciary interest in various parcels. It was good for the Consultant to receive this input and to understand the perspective of the property owners. At the same time, the Consultant has been tasked with developing a vision that will change the trajectory of the Study Area. Nonetheless, this will help focus the Consultant’s efforts in Phase 3 to balance the practical realities of existing property owners with the potentials for new

revenue-generating development opportunities. Such input may also influenced the Town’s implementation strategy for any redevelopment project in the Study Area.

The overall feeling was “the market has spoken” and that the Study Area could no longer rely solely on market forces to improve it.

TASK 2.1 – CHARRETTE #1: VISIONING

To help guide the process of visioning and refining the potential redevelopment concepts for the Study Area, the Town appointed an Advisory Group composed of both Residents and Parcel/Business Owners (7 each). The Advisory Group was comprised of the following individuals:

Residents

Tom Braun
Matt Horine
Liz Oliphant
Pam Prewitt
Luis Santeliz
D.H. Watson
Bob Weeks

Parcel/Business Owners

Mark Albert
Ben Cunningham
Samantha Harkinson Dewan
Michael Hope
Larry Lacerte
Paul Richter
Cole Snadon

The Advisory Group was tasked with meeting with the Consultant and Town staff twice in order to shape the redevelopment recommendations which will be presented to the public at Community Meeting #2.

Charrette #1 was conducted at Gensler’s Dallas office on 25 August 2016 for the purpose of developing a vision for the Study Area. The main agenda points of Charrette #1 were:

- Goal setting;
- Site programming (what land-uses are developed);
- Discussion of the four approaches presented at Community Meeting #1; and,
- Potential Concepts for Overall Development.

Since some members of the Advisory Group had not attended the first Community Meeting, the Consultant presented a brief summary of the highlights of the Discovery Phase (Phase 1).

Figure 2-1 – Charrette #1 with Advisory Group



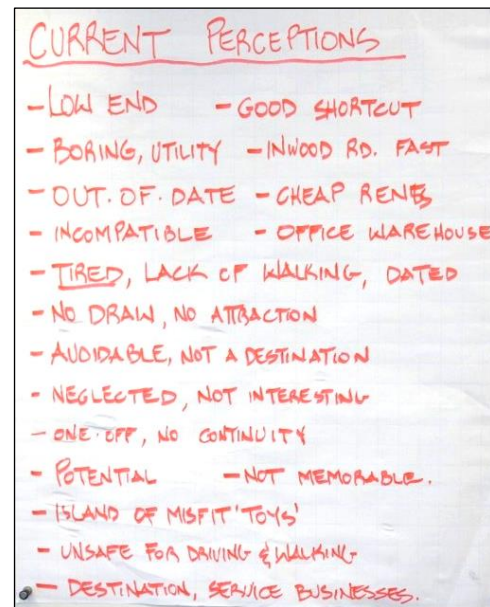
As the Phase 1 report determined, there are few physical conditions that are impediments to development in the Study Area. This is evidenced by the near 100% build-out of the area, plus the absence of physical constraints to development (steep slopes, floodplains, etc.).

The only known constraint to growth and development in the Study Area is the noise contours associated with Addison Airport. Since the Study Area is within the 65 and greater Ldn (or DNL – average day/night noise level) contours, development of residential uses in the Study Area is not permitted – the only such use with this restriction. Development close to Addison Airport (especially near Belt Line Road), also has height restrictions).

GOAL SETTING

As a means of establishing goals for development of the Study Area, the Advisory Group was asked to list their current **perceptions** of the Study Area.

Figure 2-2 – Charrette #1 Perceptions



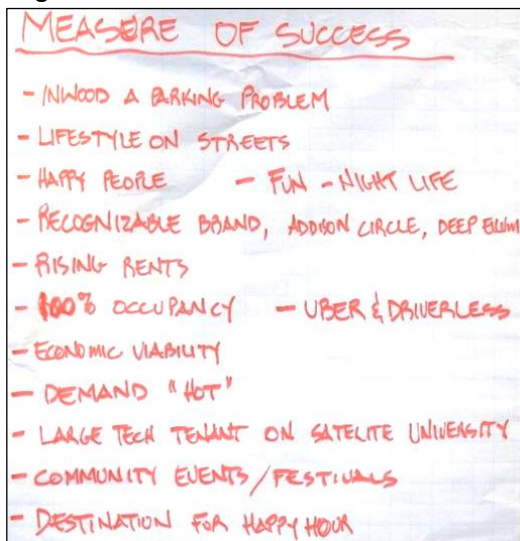
Various stated perceptions included:

- Low end (as in low quality);
- Lack of access to restaurants;
- Good shortcut – Inwood Road is a fast route
- Rents are cheap;
- Has potential;
- Boring, utility, industrial;
- Not memorable;
- Tired, lack of walkability, dated;
- No draw or reason to go there;
- Avoidable, not a destination;
- Neglected, poor landscaping, power lines;
- Offices and warehouses;

- Inwood Road is not interesting;
- Unsafe for driving into and out of businesses along Inwood Road;
- Density is a good thing;
- Out-of-date/incompatible uses;
- Incompatible;
- Buildings are “one-off”, no continuity;
- “Island of misfit toys”;
- Retaining existing businesses might not be realistic;
- Unsafe for driving and walking; and,
- Destination for service-oriented businesses.

The Advisory Group’s perceptions trended towards undesirable characterizations of the Study Area – that it was not a destination for Addison, that aspects were undesirable (even dangerous), and that it was not an asset to the Town. One positive comment was that the Study Area did provide a home for service-oriented businesses in Addison.

Figure 2-3 – Charrette #1 Measures of Success



The Advisory Group was then asked to give their opinions on what **measures of success** for the Study Area would be:

- Having enough new commercial demand along Inwood that parking would become a problem;
- There needs to be more lifestyle on the streets;
- “Happy people” walking along the streets;
- Need more fun, night life;
- Need a recognizable brand (Addison Circle, Deep Ellum);
- Rising rents would indicate success;
- 100% occupancy would indicate success;
- Area should be economically viable;
- Area should be in demand, be “hot”;

- Host community events and festivals;
- Be a destination for happy hour; and,
- Attract a tech/corporate tenant or satellite university campus.

Example projects cited by the Advisory Group included Magnolia (Waco) and The Hub (Walton County, Florida). Future potentials the Study Area should take into account include possible impacts associated with autonomous cars, more shared car services (such as Uber), and other innovations that may reduce the need for conventional parking.

Figure 2-4 – Charrette #1 Draft Goals



Taking the perceptions and measures of success into consideration, the Advisory Group was asked to help generate a set of goals for the Study Area. Goals shown in bold blue were proposed at Community Meeting #1:

- East/west connectivity;
- Pedestrian linkages and walkability;
- Improve revenue;
- Attract tech companies;
- Attract new businesses;
- Make the area safe;
- Make the area more attractive;
- Make the area interesting and funky;
- Salvage existing buildings and maybe retain some office flex buildings;
- Focus on integrating existing businesses;
- Have unique retail offerings;
- Promote redevelopment;
- Salvage mature trees;
- Have human-scale development;
- Diversify the types of tenants;

- Have a cohesive theme/vision/brand;
- Create a neighborhood/community;
- **Improve east/west access connectivity;**
- **Improve pedestrian linkages;**
- **Improve financial revenue to Town;**
- **Make the Study Area safe and attractive;**
- **Retain existing businesses and attract new ones; and,**
- **Redevelop vacant and underused parcels.**

The above proposed goals generally point to a need to redevelop the Study Area – from tenant mix to diversity to urban design to density to access and safety, and beyond. Maintaining the current development mix, pattern, and building quality would be insufficient to achieve these goals.

SITE PROGRAMMING

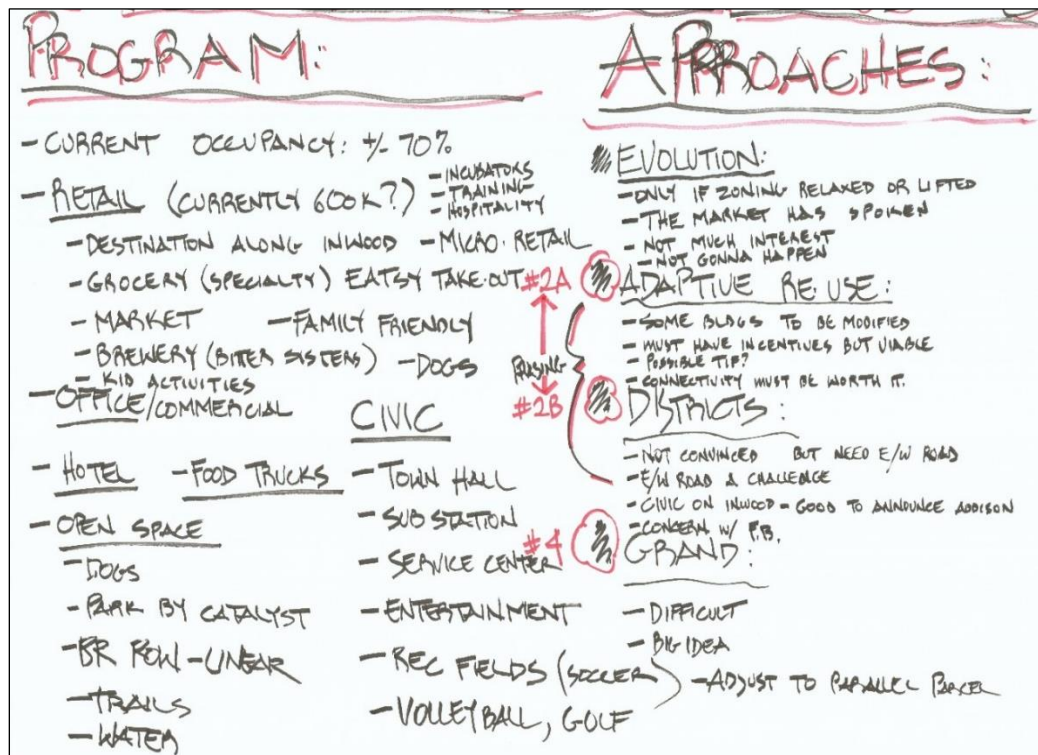
In order to comprehensively create conceptual approaches to developing the Study Area, a program of land uses is required. In Charrette #1, the Advisory Group was asked to weigh in on what uses they thought would be appropriate in the Study Area. This exercise was performed with the understanding that residential uses would not be considered, since the noise contours associated with Addison Airport prohibit such uses in the vast majority of the Study Area. The following five uses were discussed as potentials for the Study Area (see Figure 2-5 below).

1) Retail

The Study Area is currently defined by Retail uses, principally along Inwood and Belt Line Roads. However, there are uses within the interior of the Study Area, while Office or Commercial in appearance, may also have a retail or office function. This includes medical and physical therapy clinics, exercise studios (yoga, Pilates, etc.), coffee roasters, print shops, and other service-oriented Commercial uses. The Advisory Group also recommended other Retail types including:

- Incubators for small or startup Retail;
- Training included with Retail (such as a restaurant that trains those wishing to work in the industry);
- Micro-Retail (small spaces, 150 to 350 square feet) for small and startup retail operations;
- Other dining options including micro-brewery;
- Specialty grocer that also incorporates a “grab-and-go” component (such as Eatzi’s);
- Food trucks; and,
- Retail uses that are family-friendly, dog-friendly, and that also encourage children’s activities. This could also include a specialty retail use (like a gourmet dog biscuit bakery) which is specifically focused on the pet market.

Figure 2-5 – Programming and Approaches



To create a vibrant mixed-use environment, it is natural and desirable to blur the line between retail, dining, commercial and office uses. This also supports a degree of shared parking, which also encourages walkability between uses.

2) Office/Commercial

Developing more Office uses is compatible with the Study Area – areas along Belt Line Road, Beltway Drive and Beltwood Parkway already have existing Office uses – and the submarket analysis revealed a favorable potential for Office uses in the Study Area. Most existing Office uses in the Study Area are built below what the Town’s zoning ordinance allows – up to 6 stories in C-1 and C-2 (both commercial) and I-1 (industrial) districts; and a maximum of 2½ stories (or 29 feet) in the LR (local retail) district. Currently, the tallest Office buildings in the Study Area are along Belt Line Road and do not exceed 4 stories.

In addition to tech companies, the Advisory Group recommended keeping some office-flex uses, but did not identify any other specific Office uses.

3) Hotel

There are currently several limited-service business class hotels in the immediate vicinity of (but not in) the Study Area, including Hampton Inn and Holiday Inn Express (both immediately west of the Study Area); and La Quinta Inn & Suites and Best Western Plus immediately east of Inwood Road. Other full-service hotel brands are located closer to the Tollway corridor.

One or more unique small hotel flags could potentially be a replacement for residential uses (which are not allowed in the Study Area). Hotels could also be more vertical – up to 6 stories in most districts – as long as adequate parking is provided.

4) Civic Uses

In Phase 1, Approach #2 (Adaptive Reuse Approach) identified an area for a “civic use”, but did not specify a particular function beyond that. The Advisory Group made some suggestions including:

- A new Addison town hall;
- A municipal “substation” (offices that could be unique to the Study Area);
- A new municipal service center;
- An entertainment venue (such as a bandshell, or amphitheater); or,
- A sports complex (soccer, golf/driving range, volleyball, etc.).

The issue of a new Town Hall raised discussion, particularly with regard to location. At the southern edge of Addison, there is no guarantee that uses in

neighboring Farmers Branch would be compatible with such an important public use.

While the existing Addison Town Hall on Belt Line Road has size and parking issues, the Town has not asked the Consultant to look for any new sites for Town Hall. For this project, a “Civic” land use may be interpreted as any public use, which may include a public gathering place, a community center, an arts center, or other similar public use. And it bears repeating that since Civic uses usually generate little or no tax revenue (such as sales or property taxes), their designation should be used strategically but sparingly.

5) Open Space

One of the challenges/constraints noted in the Study Area is the lack of open/green space. The Advisory Group suggested several approaches to injecting more green space in to the Study Area:

- A dog park;
- More pedestrian trails;
- A park as part of a catalyst project;
- Developing a type of water feature;
- Integrating more field sports such as soccer (see #4 Civic Uses); and,
- Using the existing railroad right-of-way for pedestrian use, including cross-overs to connect the Study Area with office and hotels to the east.

As noted with Civic uses, Open Space uses take some acreage out of revenue-generating status. However, previous studies have noted that Retail and Office tenants are willing to pay a higher rents for spaces with access to open spaces (both visually and physically), as well as increase adjacent land values.

Open Space, like Civic uses, may be used as catalysts for adjacent private development. Dallas’ Klyde Warren Park is one local example of a new open space area that has increased the value of adjacent parcels and created a new “destination” district, even though the park itself generates little tax revenue.

DISCUSSION OF DEVELOPMENT APPROACHES

The Advisory Group discussed the four planning approaches that were presented in Community Meeting #1 (see Phase 1 report). Figure 2-5 (see page 2-4) shows the general comments of each approach as discussed. The following is a summary of the discussion with the Advisory Group:

- **Approach #1 (“Baseline” or “Evolution”)** – This approach would be the result of current development regulations and market forces. But, as the Advisory Group noted, even if zoning were relaxed or changed, “the market has spoken”. There has been little positive

change in the Study Area and the Advisory Group demonstrated little interest in maintaining the status quo. Doing little or nothing would result in virtually no change from current development.

- **Approach #2 (“Adaptive Reuse”)** – This approach could result in some existing buildings being modified in order to accommodate new roadways and development. The Advisory Group expressed concern with this aspect, saying that “viable incentives” would be required to make these changes happen. While connectivity was deemed important (both pedestrian and vehicular), it must “be worth it” in order to justify the expense.
- **Approach #3 (Districts)** – Approach #3 is basically a variation on Approach #2 and could be also considered a future phase of #2. The Advisory Group still had concerns regarding east/west connectivity but split on exactly how this could be achieved. As stated previously, the Advisory Group did not uniformly support the concept of a Civic Use at the border with Farmers Branch, as there would be no guarantees that there would be compatible uses in the neighboring city. They suggested that a Civic Use might be more appropriate on Inwood Road, further away from Addison’s southern city limit.
- **Approach #4 (Grand)** – This is the boldest of the four approaches as it departs from the existing “interrupted grid” street pattern and introduces a significant new roadway generally parallel to Inwood Road (a roadway informally referred to as “InLine Road”). The Advisory Group saw this as the “big idea” but also believed it would be difficult and lengthy to realize. It was suggested that this approach might be modified to more closely align with existing parcel boundaries.

Development approaches which differ from the current Study Area development pattern are intended to show potentials, given existing parameters of access, infrastructure service, and policy requirements (such as restrictions associated with proximity to Addison Airport). As these approaches and concepts are further refined (Phases 2 and

3), the Town will have the ability to make more informed decisions regarding future private-sector development proposals, as well as the option to adopt associated policies which may encourage such development.

While implementation and financing strategy were not part of this first charrette, some items were discussed that could be applicable to all approaches:

- New zoning approaches (such as a flexible “planned development” zone) might incentive property owners to take advantage of greater density options;
- Public improvement of infrastructure (roadways and sidewalks) could be a way to attract new development;
- Flexible financing (TIF, PID, etc.) could pay for specific public improvements including parking structures, thus lowering private development costs; and,
- Looking beyond the Study Area’s prescribed boundary to encourage new pathways and development patterns.

Implementation strategies will be discussed in-depth once an approved approach/concept is further developed.

POTENTIAL CONCEPTS

After a productive discussion, the Advisory Group suggested the following:

- Regarding Approach #1, it was felt that this was not worth pursuing further since it has little potential to positively change the Study Area;
- Since Approaches #2 and #3 are similar, the Advisory Group recommended combining these together which also includes a slight relocation of the Civic Use component; and,
- Revisit Approach #4 to see if existing parcel lines can be followed while still incorporating the bold approach.

Based on guidance from the Advisory Group and Town staff, two Approaches will be refined from this point forward – a hybrid of Approaches #2 and #3, and a refinement of Approach #4.

TASK 2.2 – ALTERNATE DEVELOPMENT SCENARIOS

After Charrette #1, the Consultant digested the information from the Advisory Group and Town staff. One area that required further focus were the suggested goals for the Study Area.

The goals from the Advisory Group and those presented at Community Meeting #1 had several areas of overlap. Therefore, it is proposed that the following goals be used for the Study Area which incorporate input from the Advisory Group, the community, and applicable goals from previous studies. All proposed goals are to be considered equally important:

Transportation Goals:

- T-1**..... Make Inwood Road safer, especially for northbound left-turn movements.
- T-2**..... Improve east/west access connectivity.
- T-3**..... Improve pedestrian linkages, sidewalks, and walkability.
- T-4**..... Allow on-street parking along Beltwood Parkway and Beltway Drive.
- T-5**..... Allow shared parking as appropriate.
- T-6**..... Incentive denser development through the provision of public-funded parking facilities (surface lots and/or structures).

Economic Development Goals:

- ED-1**..... Improve financial revenue to Town through encouragement of new and diverse development.
- ED-2**..... Promote redevelopment of vacant and underused parcels.
- ED-3**..... Consider new forms of zoning to encourage economic investment and greater density.
- ED-4**..... Consider publicly-funded catalyst projects as a means to encourage new development.
- ED-5**..... Encourage the adaptive reuse of existing buildings as appropriate.

Urban Design Goals:

- UD-1** Make the Study Area safe and attractive.
- UD-2** Provide a unique and diverse collection of uses.
- UD-3** Promote human-scale development.
- UD-4** Create a memorable and brandable neighborhood/district.

Open Space Goals:

- OS-1**..... Salvage mature trees.

OS-2..... Create green spaces.

OS-3..... Create a system of pathways that connect to public spaces and private developments.

OS-4..... Provide sidewalks and associated amenities (landscaping, street lighting, etc.) throughout the Study Area.

With these goals in mind, the Consultant developed two draft Development Scenarios, in accordance with the input from Charrette #1 and Town staff.

DEVELOPMENT SCENARIO #1: CIVIC SQUARE

The Civic Square Development Scenario was developed as a refinement of the Approach #3 (Districts) shown in Phase 1. It was further divided into two Options, which differed principally as to how Retail and Office were proposed along the central portion of Inwood Road:

- The Civic Square scenario builds upon the Retail corridors along Belt Line Road and Inwood Road.
- It also proposes new denser Office along the Beltwood corridor, supported by new parking garages which could be shared by multiple users (Office and Retail).
- A Mixed-Use street would be defined by these garages, terminating on a new public square which could be the home to some major destination use.
- The anchor opens onto a public open space which be a passive recreation area, a farmers market, or other similar use.
- A small Retail building along the Inwood Road side could house a restaurant, food hall, or some other compatible use.
- Option A shows the potential for a new Office building south of the public open space, while Option B shows the potential for an incubator/micro-Retail development.
- Athletic fields sized for youth soccer could act as a buffer between the new development and the existing industrial/office areas of neighboring Farmers Branch.
- The existing Tuesday Morning warehouse site – if redeveloped – might be an opportunity for creative/flex-space areas for new and existing area businesses.

The square footage details of Options A and B are shown in Figure 2-10 (page 2-12).

Figure 2-6 – Development Scenario #1: Civic Square (Option A)

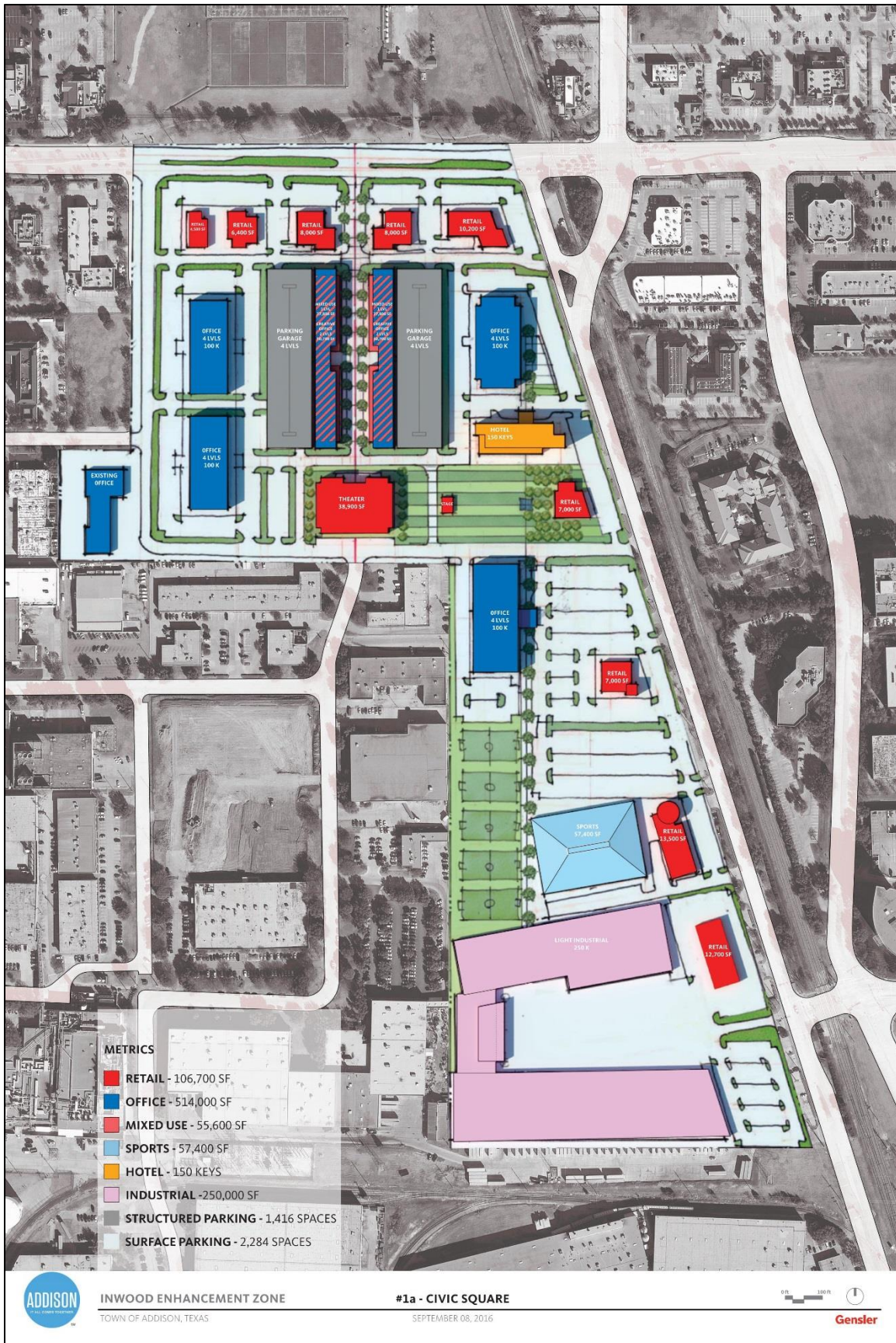


Figure 2-7 – Civic Square (Option A) Massing Model



INWOOD ENHANCEMENT ZONE
TOWN OF ADDISON, TEXAS

#1a - CIVIC SQUARE PERSPECTIVE VIEW

SEPTEMBER 08, 2016

Gensler

Figure 2-8 – Development Scenario # 1: Civic Square (Option B)

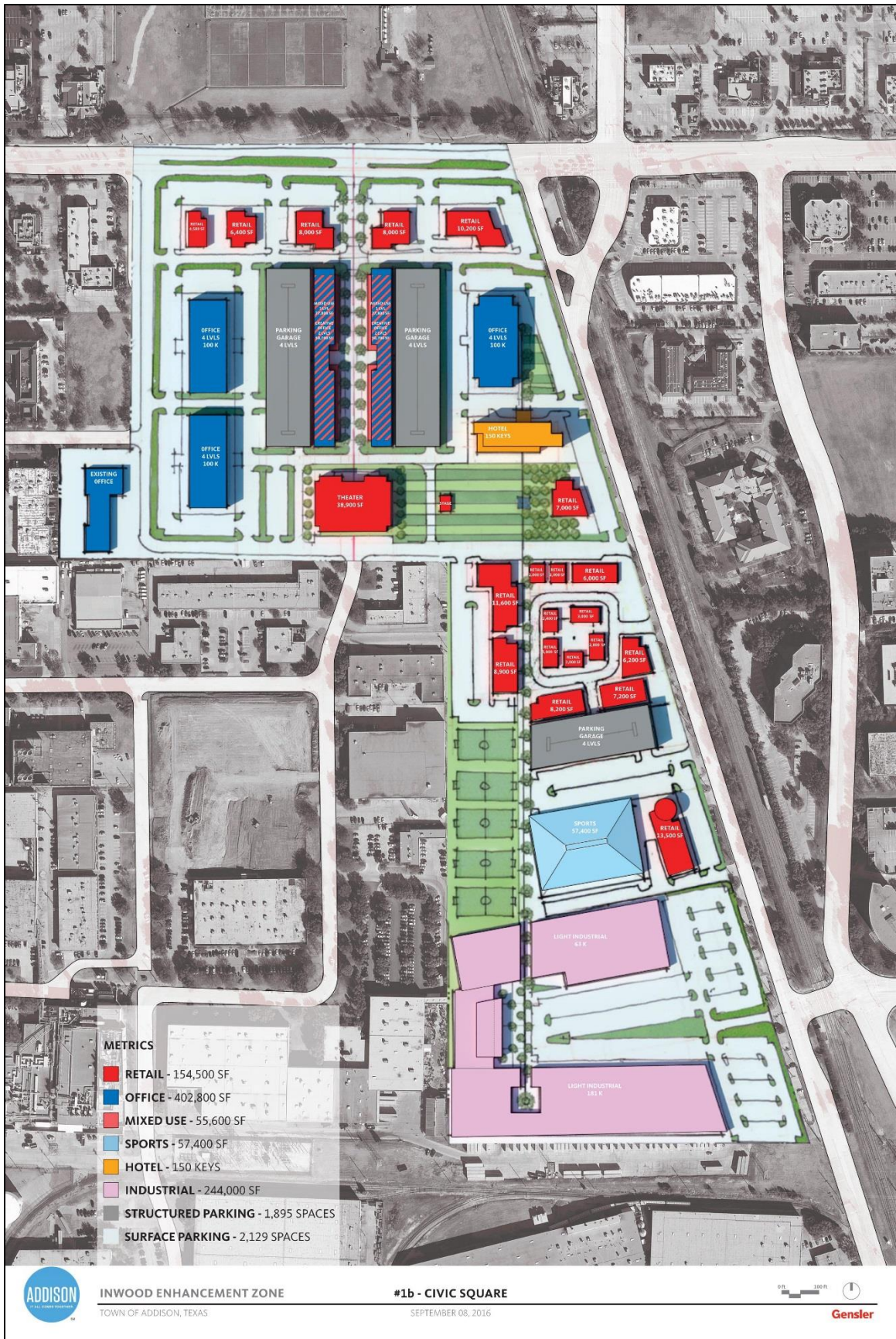


Figure 2-9 – Civic Square (Option B) Massing Model



INWOOD ENHANCEMENT ZONE
TOWN OF ADDISON, TEXAS

#1b - CIVIC SQUARE PERSPECTIVE VIEW

SEPTEMBER 08, 2016

Gensler

Figure 2-10 – Civic Square Land Use Metrics

Land-Use	OPTION A		OPTION B	
	Square Feet	Pct.	Square Feet	Pct.
Retail/Dining	106,700 sf	9.2%	154,500 sf	14.1%
Office/Commercial	514,000 sf	44.2%	402,800 sf	36.8%
Mixed-Use	55,600 sf	4.8%	55,600 sf	5.1%
Hotel (150 keys)	120,000 sf	10.3%	120,000 sf	11.0%
Industrial	250,000 sf	21.5%	244,000 sf	22.3%
Sports	57,400 sf	4.9%	57,400 sf	5.2%
Open Space	60,000 sf	5.2%	60,000 sf	5.5%
TOTAL	1,163,700 sf		1,094,300 sf	
	1,416 spaces (garage)		1,895 spaces (garage)	
	2,284 spaces (surface)		2,129 spaces (surface)	

The Civic Square approach helps diversify the Study Area while building upon the strengths in the local market:

- The predominant land use in both Options A and B is Office/Commercial, which plays to the strong Office market summarized in Phase 1;
- Industrial uses makeup the second highest land use, again building upon the strong existing market for office/flex and industrial uses in the area;
- Retail/Dining uses – while a strong component of the Belt Line and Inwood corridors – is projected to be only between roughly 9% and 14% of the total land use. An additional 5% (approximately) might be added to that with some Retail and Dining potentials being part of the Mixed-Use area; and,
- The potential for a new mid-sized Hotel (150 keys) brings additional diversity to the Study Area, and helps fill area demand that in the normally would be met by a residential component in a mixed-use neighborhood such as this. (Residential uses are not allowed due to the noise contours associated with Addison Airport.)

- A new concentration of midrise Office buildings is proposed south of Belt Line Road between Beltway and Beltwood. Key to the success of these buildings is the development of two parking structures which would be shared by the four Office buildings, as well as potentially by Retail and Dining uses during non-business hours;
- A second core of midrise Office buildings is located in the southern portion of the Study Area, along with a re-imaged creative Industrial area (presently occupied by Tuesday Morning). A centrally located Hotel, along with shared parking garages support these uses; and,
- The Mixed-Use “village” is within walking distance of both Office nodes and creates a walkable/park-once environment with shared parking, a second Hotel, and a combination of Retail and small Office spaces.

The square footage details of the Village scenario are shown in Figure 2-11 (below), and the potential development plan is shown in Figures 2-12 and 2-13.

Figure 2-11 – Village Land Use Metrics

Land-Use	Square Feet	Pct.
Retail/Dining	102,800 sf	7.6%
Office/Commercial	755,000 sf	55.6%
Mixed-Use	112,000 sf	8.2%
Hotels (300 keys total)	250,000 sf	18.4%
Industrial	138,000 sf	10.2%
Sports	0 sf	0.0%
Open Space	0 sf	0.0%
TOTAL	1,357,800 sf	
	2,674 spaces (garage)	
	2,067 spaces (surface)	

DEVELOPMENT SCENARIO #2 – VILLAGE

The Village Development Scenario was developed as a refinement of the Approach #4 (Grand Approach) shown in Phase 1. It is a much more ambitious layout, relying on a new parallel roadway to Inwood Road (“InLine Road”), and new east/west connections to create more walkable and developable block sizes:

- Retail and Dining uses are concentrated along the Belt Line Road corridor and in a new node along “InLine Road” that creates a small, mixed-use “village” environment, with shared structured parking;

Figure 2-12 – Development Scenario #2: Village

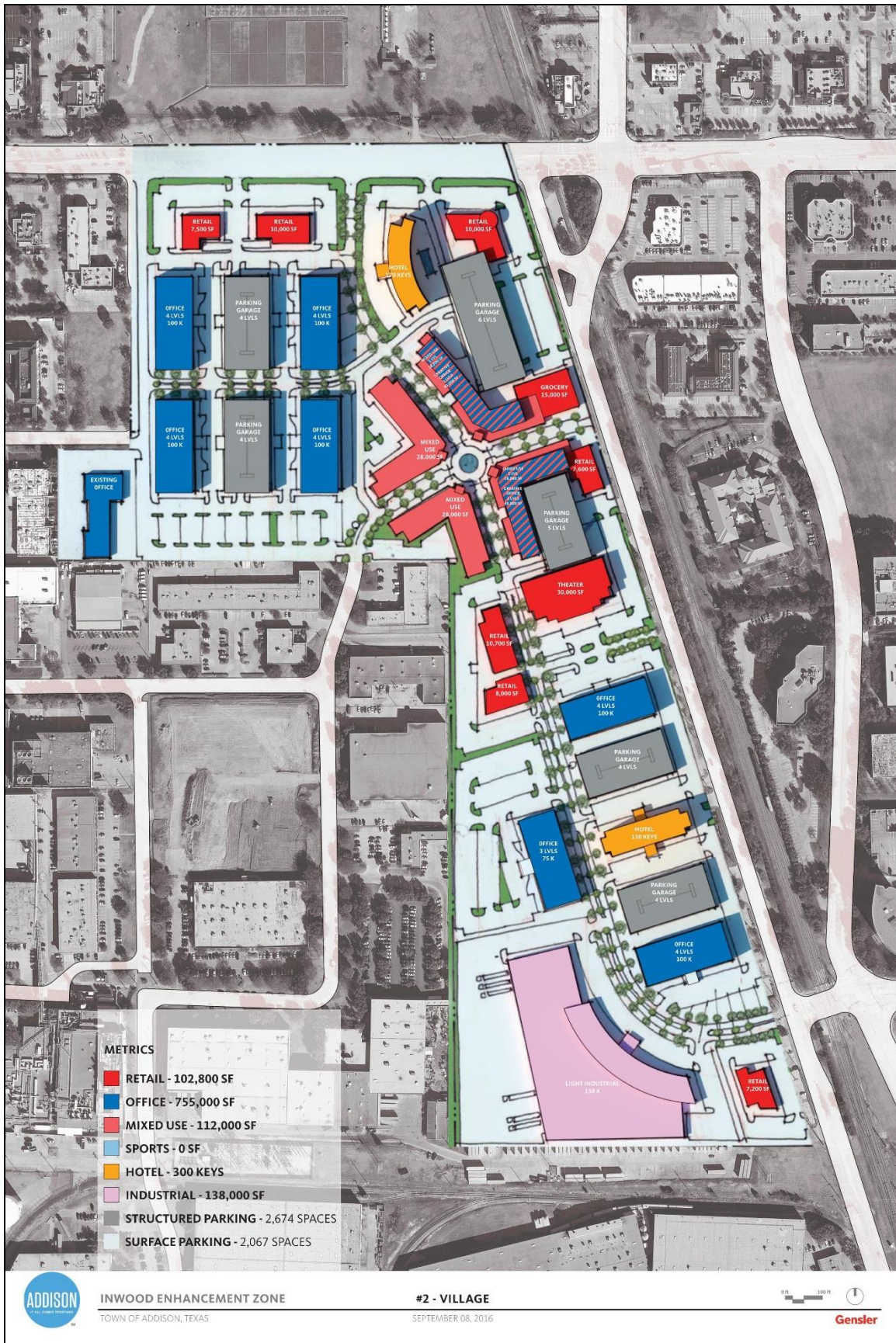


Figure 2-13 – Village Massing Model



The Village approach takes a more comprehensive approach to redeveloping the Study Area. Because it relies on a more intricate approach to existing parcels, it could take longer to implement. It might also require a master developer to purchase, assemble and redevelop the necessary parcels:

- As with the Civic approach, the Village approach relies strongly on Office uses, but concentrates them into two nodes. These uses are consistent with area developments and work well with the Addison office submarket;
- Two hotels actually comprise the second largest land use in this scenario. Given the strong hotel development market in North Texas, this is seen as an opportunity for the Study Area to provide a new type of hospitality property that is situated between full-

service business-class hotels and limited-service properties;

- The “village” center is the heart of the development, mixing Office, Retail/Dining, and Hotel uses in a compact walkable district; and,
- The sharing of parking structures is a key strategy to the success of the Village scenario. This minimizes large empty areas of surface parking and allows diverse uses to share parking as much as possible.

The Village scenario represents a bold approach the Town might consider to show to the development community as a way to attract a master developer or new tenants to augment the existing Study Area.

TASK 2.3 – CHARRETTE #2: ALTERNATE SCENARIOS

These Advisory Group met for a second time (also at Gensler’s Dallas office) on 08 September 2016.

Figure 2-14 – Charrette #2 with Advisory Group



The Consultant updated the Advisory Group regarding project progress since the first charrette. The draft goals (detailed on page 2-7) were presented to the Advisory Group without additional comment or input.

The updated development scenarios were presented (Civic Square Option A & B, and Village). The Advisory Group offered the following input:

- **Connectivity** – With both scenarios, the Advisory Group stressed the need to show connectivity across the railroad tracks to the area east of Inwood Road;
- **Inwood Access and Traffic** – There were concerns about traffic along Inwood Road and how it might access any new development, along with concerns about pedestrian crossing across Inwood Road (and the railroad track).

Potential strategies may include some use of dedicated channelized left-turn lanes and use of in-pavement flashing warning lights at dedicated crossings;

- **Farmers Branch** – The Advisory Group was interested if there was any coordination with Farmers Branch regarding the Study Area. Town staff noted that Farmers Branch is currently updating their comprehensive plan and there might be an opportunity to discuss this project with them at some point;
- **Transition** – Concerns remained regarding how to move from existing development in the Study Area to any of the proposed scenarios. The Consultant described this as a vision for future growth and development, which could take time depending on development and the market;
- **Flexibility** – The importance of the plan being flexible was also mentioned. This applies not only to how various future land uses might be considered, but also respecting existing businesses in the Study Area; and,
- **Practicality** – One Advisory Group member suggested the plan only consider uses that were “practical” and abandon uses that he suggested were “not realistic” (including large green areas, sports fields, incubator spaces, creative office, among others).

In general, the Advisory Group helped the Consultant focus on issues that are important to both Addison residents and parcel owners and business representatives.

NEXT STEPS

Phase 2 included the completion of two Advisory Group meetings and the refinement of the alternative scenarios for the Study Area. This positions the project for the next and final step, which includes a second Community Meeting, additional coordination with Town staff, and the eventual presentation to City Council for consideration of approval.

Phase 3 will further refine and develop the proposed scenarios into one or more draft Development Plans. Accompanying this will be more detailed potential strategies for both implementation and financing. Phase 3 will present the draft Development Plan(s) for additional public input (in a second Community Meeting), and will prepare the necessary items for consideration by the City Council.



PHASE 3 SUMMARY

Upon completion of Phase 2, the Consultant began the process of developing the final plan recommendations into a more detailed product. This included taking into consideration the input of the Advisory Group (from Phase 2), public input received at the Community Meetings (in Phases 1 and 3), and recommendations and advice from Town staff.

The approach to developing the Study Area began to coalesce around the idea of organizing it around a Planned Development (PD) district. This would be achieved in coordination with four very general Character Districts. Each Character District relates to market influences that are unique to each area. The Belt Line and Inwood Districts are informed by their adjacent major roadways. The Central District is more removed from those influences, and has a character unique to the office and commercial uses in the Study Area’s interior. The Gateway District has the potential to be a unified entry to the Town, given that it is mostly comprised of one large parcel owner.

While the PD is one potential implementation strategy, equally important is how any Study Area improvements may be financed. The widely-accepted approach of a Tax Increment Finance (TIF) District was suggested as the most effective and equitable means of spurring growth and reinvestment in the Study Area.

These ideas were shared with the public in a second Community Workshop. The public had a chance to view and comment on proposed development goals for the Study Area, two options for a draft Development Plan, and suggested implementation strategies. This was the opportunity for the Consultant to clarify some issues of

concern (such as which portion of Beltway was being recommended for on-street parking – it was not the residential area west of Midway) and to give the Town some options as to how to proceed on encouraging new development in the Study Area.

While a minority of public comments did not see the need for any changes in the Study Area, most felt that something had to be done. To address additional potential questions, the Consultant prepared additional research regarding the use of local TIF districts. The Study Area was also considered in light of Addison’s own parameters for success. By those metrics, the Study Area as it is today comes up short and is in need of some external influence to encourage both new development and reinvestment.

Before being presented to the Addison City Council, the Study’s findings and recommendations were structured around four basic questions:

- 1) “Is the Inwood area working?”;
- 2) “What do we want to accomplish?”;
- 3) “Do the study findings achieve what we want to accomplish?”; and,
- 4) “How does the Town catalyze/implement change?”

In short, the Study Area as it exists today, while generating some property and sales tax revenues, comes up short when compared to surrounding areas. The Study Area requires an external influence in order to overcome the loss of the beverage market anticipated 20 years ago.

At their 24 January 2017 meeting, the Addison City Council.

The approach to developing the Study Area began to coalesce around the idea of organizing it around a Planned Development (PD) district as a means to allow for maximum developer flexibility.

TASK 3.1 – DRAFT MASTER REDEVELOPMENT PLAN

Upon the completion of Phase 2, the Consultant had the opportunity to gather public input and opinion regarding the Study Area. In all, there were four opportunities:

- Community Meeting #1 (Addison Conference Center, 17 Aug 2016);
- Advisory Group Charrette #1 (Gensler office, 25 Aug 2016);
- Advisory Group Charrette #2 (Gensler office, 08 Sep 2016); and,
- Community Meeting #2 (Addison Conference Center, 06 Oct 2016 – summarized in this section)

The purpose of these public touch-points was to share the Consultant’s findings about the Study Area and to gauge general opinion on potential planning approaches to enhance the Study Area.

As a result of this effort, it appeared that two divergent plan approaches began to evolve:

- A more “conservative” approach which tended to follow ownership (parcel) lines and which discouraged extension of new roadways – this tended to be favored by landowners in the Study Area; and,
- A more “ambitious” vision which presented a more extensive view of the potential future development of the Study Area, including new roadways and the creation of a more developable environment (including approaches like double-loaded retail streets, which were among the current challenges noted by the Consultant).

CHARACTER DISTRICTS

In meeting with Town staff, it was discussed that as a means of considering these two divergent approaches, a “character” district plan was developed as a logical transitional step. The Study Area was divided into four such districts (which apply only to the Study Area), shown in Figure 3-1.

Character Districts are a means of describing in general terms the types of development that would be applicable to individual areas. Character Districts are also a potential foundation for development regulatory instruments such as a Planned Development (PD) district. The edges of each District may be considered flexible depending on how the PD ordinance language is composed. (For instance, boundaries could be allowed to move 20% as part of a Minor Modification of the PD.)

As proposed, the Character District boundaries are intended to generally follow existing parcel/ownership lines in the

Study Area, as well as the Addison/Farmers Branch city limit. A variety of land uses and architectural styles would also be encouraged, provided they were complementary between Districts, thus reinforcing an overall “sense of place”. Other design elements – signage, landscaping, street furniture, pathways, lighting – would also be coordinated to give the Study Area a comprehensive feel.

Figure 3-1 – Character Districts



1) Belt Line District

The Belt Line District extends along the southern portion of Belt Line Road between Beltway Drive and Inwood Road. It includes those parcels with frontage along Belt Line Road and is intended to build upon the success of restaurant development along the corridor. The Belt Line District’s principal uses are envisioned to be Dining/Retail, Office, and Hotel, eventually transitioning from mostly single-story structures to 2 to 4 story buildings (as allowed by height restrictions associated with Addison Airport). Multi-level buildings would be encouraged to have street-level Dining and/or Retail, with upper-level Office uses.

To maximize land-use efficiency, a Shared Parking Strategy could be included in the Belt Line District between compatible uses which do not generally have

overlapping peak demand periods (such as Office and Retail/Dining). Such a strategy would not only promote a park-and-walk environment, it could ease the parking burden for certain uses where the existing on-site parking supply is insufficient to meet the individual use's need. As density increases, surface lots could transition to structured parking. Additionally, the District could allow limited on-street parking on Beltway Drive and East Beltwood Parkway only within the District – specifically only along the portions of Beltway Drive and East Beltwood Parkway immediately adjacent to and south of Belt Line Road. No residential neighborhoods would be included in this recommendation.

2) Inwood District

The Inwood District extends south of the Belt Line District along Inwood Road to approximately the parcels owned by Tuesday Morning. It extends west to the Addison/Farmers Branch city limit and to parcel boundaries fronting East Beltwood Parkway.

Developments in the Inwood District are expected to include destination Dining/Retail, Mixed-Uses (mixed both horizontally and vertically), Office, and Hotel. Existing buildings are mostly single-story structures which could transition to multi-level buildings (2 to 4 floors, as allowed by Addison Airport height restrictions).

Mobility improvements in this District could include the limited use of channelized left-turn lanes for northbound Inwood traffic (to avoid congested northbound traffic that has to wait for left-turning traffic to clear, as well as pedestrian improvements both within the area and linking eastward across the railroad tracks to other existing developed areas. This would also encourage more pedestrian access through the addition of sidewalk and improved pathways – especially if a sidewalk is added along Inwood Road (there is no adequate existing pedestrian path along Inwood).

As in the Belt Line District, the Inwood District should permit shared parking between compatible uses to promote a park-and-walk environment and distribute the parking supply in a more equitable fashion. Should density increase, surface parking could eventually transition to structured parking. Additionally, the Belt Line District could include limited on-street parking on those portions of Beltway Drive and East Beltwood Parkway that are only within the District.

3) Central District

The Central District is adjacent to the Belt Line and Inwood Districts and is defined on the south and west by the Addison/Farmers Branch city limit. It is intended to build upon the success of the existing office-oriented development pattern, which is currently mostly single-story office/flex buildings.

The Central District is projected to include Office/Flex buildings, Medical Office/Retail, street-level Retail/Dining, and Mixed-Use (mixed both horizontally and vertically). Existing buildings – mostly single story – could eventually grow to between 2 and 6 stories (as is currently allowed by the zoning regulations).

As mentioned previously, the Central District should permit shared parking between compatible uses to promote a park-and-walk environment and distribute the parking supply in a more equitable fashion. And as density increases, surface parking could eventually transition to structured parking. The Central District could also allow for limited on-street parking on those portions of Beltway Drive and East Beltwood Parkway that are only within the District – that means only on those segments of Beltway Drive and East Beltwood Parkway that are no further than approximately 1,000 feet south of Belt Line Road. Proposed on-street parking would not apply to any other portions of those roadways, including Beltway Drive west of Midway Road (outside of the Study Area and primarily residential).

4) Gateway District

The Gateway District is located along Inwood Road at the southern boundary of the Study Area (abutting the Addison/Farmers Branch city limit). It is currently the site of the Tuesday Morning warehouse/distribution complex (mostly single-story structures) and a few small inline retail centers facing Inwood Road.

As one of Addison's principal entry points, the Gateway District serves as an important marker for both Town and Study Area identity. At present, it does not provide any unique visual distinctions that celebrate Addison.

The Gateway District could develop as Office/Industrial, Medical Office/Retail, some stand-alone Retail, and a Hotel. While this is an evolution of existing Office and Industrial uses, the Gateway District is proposed to be a more dynamic and creative environment. Existing industrial buildings could be divided and redeveloped as large-floorplate spaces for multi-tenant use. Medical Office/Retail and a Hotel would also be compatible uses in the District. Because of the separation from Addison Airport, new development in the Gateway District would be permitted to be as tall as 6 floors.

Parking in the Gateway District is anticipated to go vertical as density increases – consistent with other surrounding development patterns. Improvements to pedestrian access along and across Inwood Road would link the Gateway District with other portions of the Study Area, as well as to existing developments east of the railroad track.

DRAFT MASTER DEVELOPMENT PLANS

In advance of the second Community Meeting, the Consultant revisited the Phase 2 draft Development Scenarios. Additional suggestions and guidance from the Advisory Group was incorporated, resulting in a refinement of two Draft Master Development Plans – Civic Square and Village. The principle behind presenting two draft plans was informed by the recommendations from the Advisory Group (relying on a more conservative parcel-line-driven approach), coupled with a desire for an innovative approach as a means of attracting new potential development.

1) Draft Master Development Plan – Civic Square

The Civic Square Draft Master Development Plan builds upon the Retail corridors along Belt Line Road and Inwood Road, while concurrently attempting to respect as many existing parcel lines as possible.

Retail and Dining-oriented development is proposed along the existing Belt Line frontage (Belt Line District), with denser office development immediately to the south (Central District).

At the intersection of Inwood and Belt Line Roads, the Civic Square approach recommends the closure of the short southbound Inwood Road segment, as it solves an awkward roadway alignment and allows for a small increase in developable area.

This portion of East Beltwood Parkway is envisioned as a new Mixed-Use street, defined by new street-level retail/dining and future garages, terminating on a new public square which is envisioned as a destination use (such as a theater). Linking the space eastward is a “commons” which acts as an event space for a variety of programmed needs – farmer’s market, public green, etc.

North of the green is a potential new Hotel site, immediately south of an additional Office building.

Structures in this area would be height-limited because of the restrictions associated with Addison Airport.

Along Inwood Road (the Inwood District), a small collection of Retail/Dining spaces would be immediately south of the public green. From that point south, the remainder of the Study Area (including the Gateway District) is envisioned as Office development, with structured parking eventually replacing most surface parking lots. Garage space could also be shared between Office and Retail/Dining uses as a way of decreasing the overall need for parking. (Office and Retail/Dining are compatible for shared parking facilities as their peak demand periods do not generally overlap).

At least three opportunities for pedestrian crossings of Inwood Road are proposed, providing a linkage to the existing developed Office District east of the railroad tracks. This would also require a pedestrian-friendly pathway along with associated signage and lighting.

The development metrics associated with the Civic Square approach are detailed in Figure 3-2 (below). Figure 3-3 (below) shows some aspirational imagery of what development in this approach could look like. The Civic Square plan view and massing models are shown in Figures 3-4 through 3-6.

Figure 3-2 – Land Use Metrics: Civic Square

Land-Use	Square Feet	Pct.
Retail/Dining	187,900 SF	16.4%
Office/Commercial	807,000 SF	70.5%
Hotels (100 keys total)	150,000 SF	13.1%
TOTAL	1,144,900 SF	100.0%

Figure 3-3 – Sample Aspirational Imagery: Civic Square



Figure 3-4 – Plan View: Civic Square

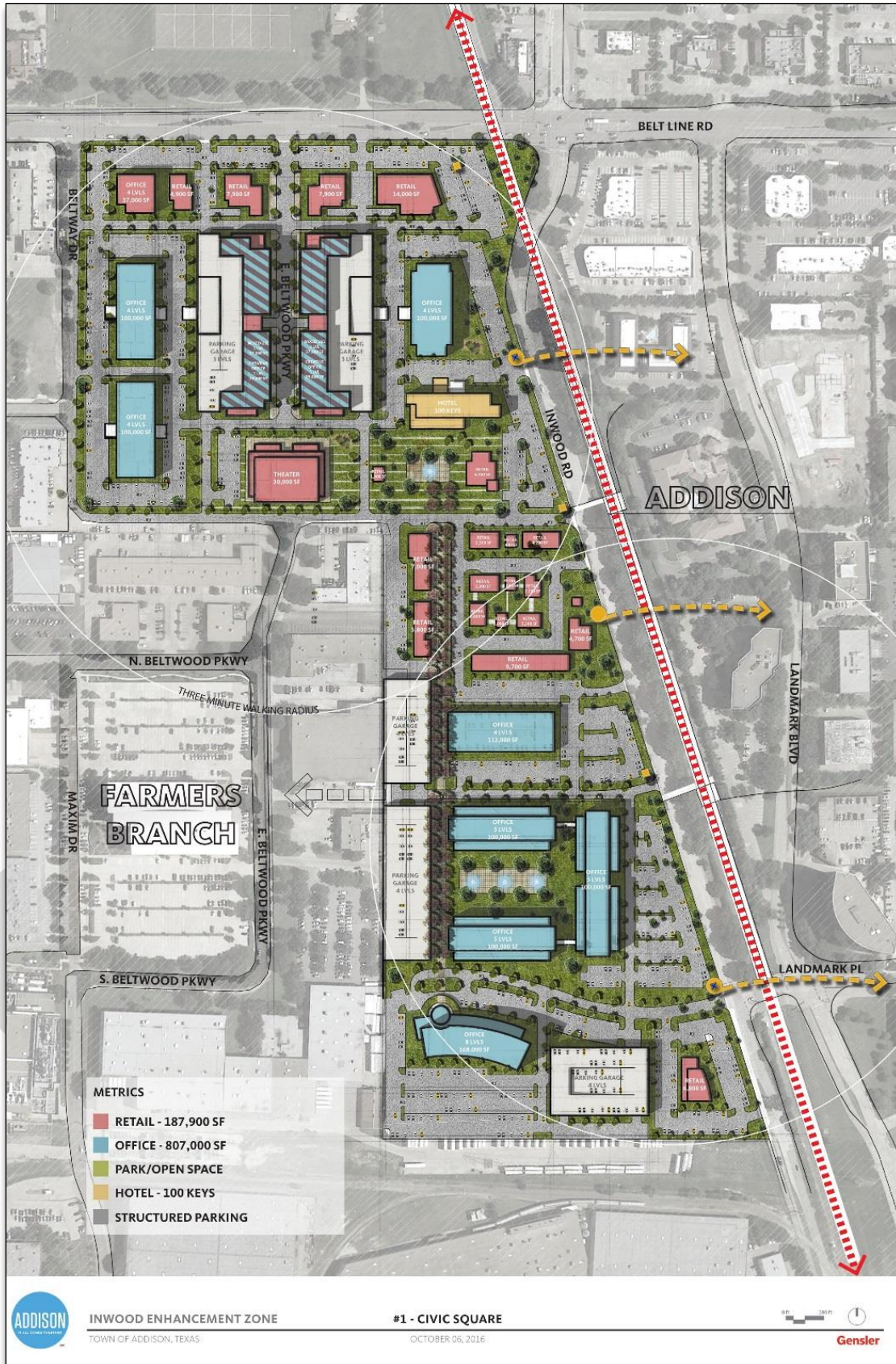


Figure 3-5 – Massing Model: Civic Square (facing south over Belt Line Road)



Figure 3-6 – Massing Model: Civic Square (facing north along Inwood Road)



2) Draft Master Development Plan – Village

The Village Draft Master Development Plan also builds upon the Retail corridors along Belt Line Road and Inwood Road, but endeavors to create a new double-loaded street generally parallel to Inwood Road as a means to create a more successful Retail and Office corridor. It is recognized that because this approach crosses numerous existing parcel lines that its implementation will likely take more time than the Civic Square approach.

Retail and Dining-oriented development is proposed along the existing Belt Line frontage (Belt Line District), with denser office development immediately to the south (Central District).

As with the Civic Square approach, the Village plan also recommends closure of the short segment of southbound Inwood Road at Belt Line Road. This solves an awkward roadway alignment and allows for a small increase in developable area.

A new double-loaded street – tentatively called *InLine Boulevard* – parallels Inwood Road generally bisecting both the Inwood and Gateway Districts. Mixed-use development (Office and Retail/Dining with shared structured parking) is concentrated close to the Inwood/Belt Line intersection. Moving south along InLine Boulevard, a walkable street is the framework for individual Retail/Dining and Office buildings. Potentially, a Theater could be located along this

corridor, with nearby Dining opportunities. A larger Hotel (280 keys) is a potential, since its height is not as limited as areas further north (due to proximity to Addison Airport).

The southern portion of the Study Area (Gateway District) is envisioned as an Office campus for one or more tenants, with a small Retail parcel along Inwood

As with the Civic Square approach, the Village plan also proposes at least three opportunities for pedestrian crossings of Inwood Road, providing a linkage to the existing developed Office District east of the railroad tracks. This would also require a pedestrian-friendly pathway along with associated signage and lighting.

The development metrics associated with the Village approach are detailed in Figure 3-7 (below). Figure 3-8 (below) shows some aspirational imagery of what development in this approach could look like. The Village plan view and massing models are shown in Figures 3-9 through 3-11.

Figure 3-7 – Land Use Metrics: Village

Land-Use	Square Feet	Pct.
Retail/Dining	219,000 SF	11.8%
Office/Commercial	1,370,000 SF	73.5%
Hotels (280 keys total)	275,000 SF	14.7%
TOTAL	1,864,000 SF	100.0%

Figure 3-8 – Sample Aspirational Imagery: Village



Figure 3-9 – Plan View: Village

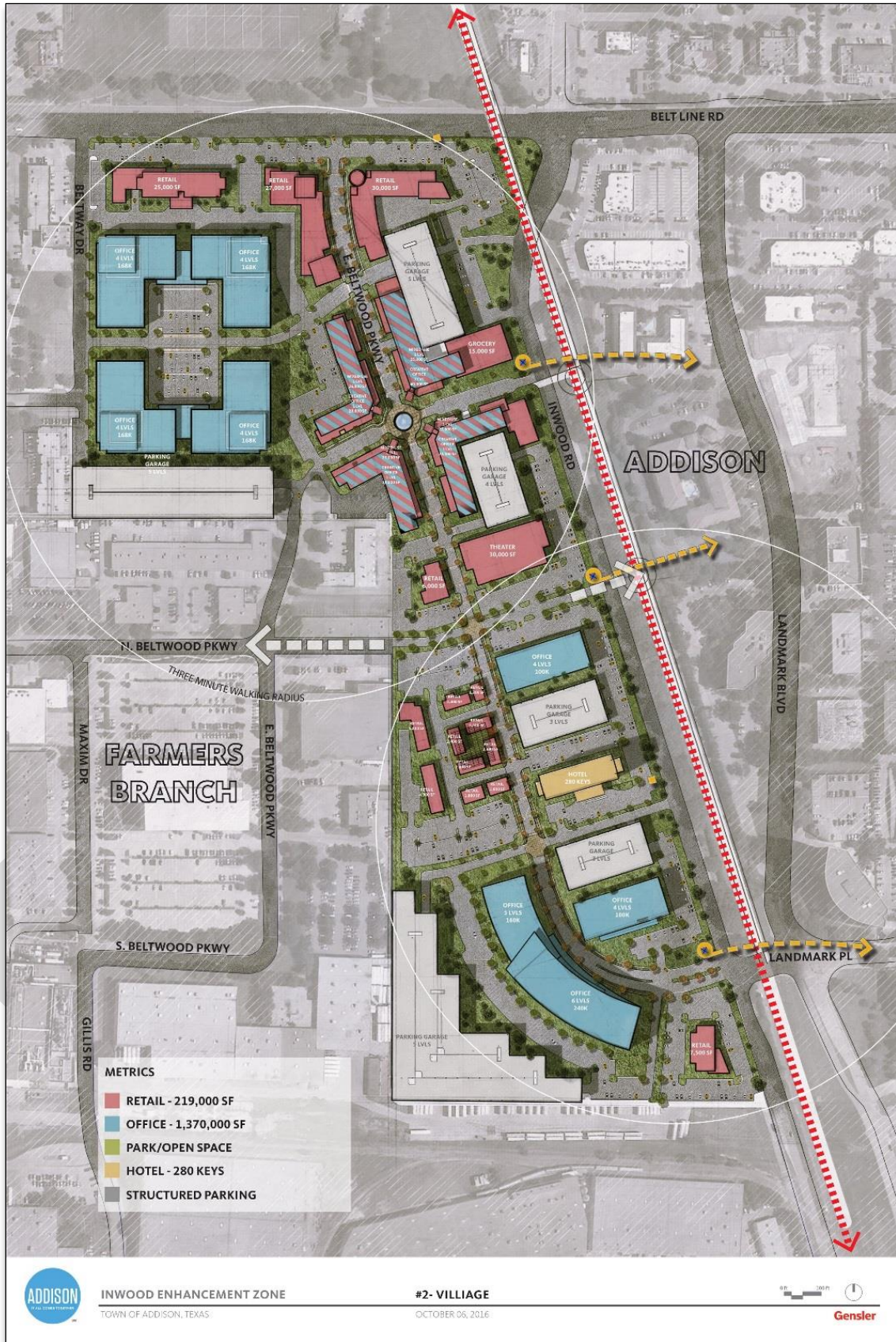


Figure 3-10 – Massing Model: Village (facing south over Belt Line Road)



Figure 3-11 – Massing Model: Village (facing north along Inwood Road)



3) Comparison of Draft Plans

While the land-uses for both Draft Plans are generally parallel, there are some similarities and differences:

▪ **Similarities**

- Both are designed to be walkable, with overlapping 3-minute walking radii accessing two “sub-neighborhoods” in the Study Area;
- Both build upon the successful development patterns along Belt Line Road;
- Both propose closure of the short segment of Inwood Road at Belt Line Road;
- Both propose eventually replacing surface parking with structured parking that can be shared with neighboring uses;
- Both approaches use structured parking as a means of transitioning between development in Farmers Branch; and,
- Both approaches include pedestrian linkages across Inwood Road.

▪ **Differences**

- As mentioned previously, a key difference is that Civic Square attempts to follow existing parcel (ownership) boundaries, whereas the Village approach reorganizes the Study Area into a form that accommodates a new double-loaded street;
- Civic Square shows a dedicated public open space, whereas the Village proposes a walkable central street which can accommodate many of the same amenities. And if desired, a commons area can also be identified in the Village approach as needed;
- The Village allows for a future connection to North Beltwood Parkway in Farmers Branch, potentially also connecting across the railroad track to Landmark Boulevard (this is only possible if Farmers Branch agrees to such a connection); and,
- Total projected Civic Square square footage is about 10% more than the current development pattern, whereas the Village total square footage can be much denser (almost double the existing built area).

For the purposes of this project, both Civic Square and Village have value and are not presented as “opposites” or “competing” plans. Rather, they respond to different demands and could allow the Town some measure of flexibility in how it chooses to proceed with future development policies.

DEVELOPMENT GOALS

In Phase 2, the Advisory Group was presented with a series of draft goals for the Study Area. Those goals were accepted with no further alteration.

The draft goals are in four categories – Transportation, Economic Development, Urban Design, and Open Space:

▪ **Transportation Goals**

- T-1**Make Inwood Road safer, especially for northbound left-turn movements.
- T-2**Improve east/west access connectivity.
- T-3**Improve pedestrian linkages, sidewalks, and walkability.
- T-4**Allow on-street parking along East Beltwood Parkway and Beltway Drive (only within no more than 1,500 feet of Belt Line Road and only within the Study Area limits).
- T-5**Allow shared parking as appropriate.
- T-6**Incentivize denser development through the provision of publicly-funded parking facilities (surface lots and/or structures).

▪ **Economic Development Goals**

- ED-1**Improve financial revenue to Town through encouragement of new and diverse development.
- ED-2**Promote redevelopment of vacant and underused parcels.
- ED-3**Consider new forms of zoning to encourage economic investment and greater density.
- ED-4**Consider publicly-funded catalyst projects as a means to encourage new development.
- ED-5**Encourage adaptive reuse of existing buildings as appropriate.

▪ **Urban Design Goals**

- UD-1**Make the Study Area safe and attractive.
- UD-2**Provide a unique and diverse collection of uses.
- UD-3**Promote human-scale development.
- UD-4**Create a memorable and brandable district/neighborhood.

▪ **Open Space Goals**

- OS-1**Salvage mature trees.
- OS-2**Create green space.
- OS-3**Create a system of pathways that connect to public spaces and private developments.
- OS-4**Provide sidewalks and associated amenities (landscaping, street lighting, etc.) throughout the Study Area.

In Goal T-4 (on-street parking), the description of on-street parking was expanded to specify that this only applies to a specific segments of East Beltwood Parkway and Beltway Road. This was done to assure that this did not apply to any residential areas along Beltway Drive west of Midway Road.

IMPLEMENTATION STRATEGIES

As a vision for the development of the Study Area, any Draft Development Plan must also consider strategies on how it can be implemented. Eventual adoption by the Town is a first step, but the final plan must also be accompanied by suggestions as to how it can be realized. These strategies fall into two types – Zoning and Financing.

1) Zoning Strategy

As noted in Phase 1, the Study Area is currently zoned in four different districts – **C-1** (Commercial-1 District), **C-2** (Commercial-2 District), **LR** (Local Retail District), and **I-1** (Industrial-1 District). These four zones are generally compatible with each other and currently allow for a range of Office, Retail, Dining, and Industrial uses. However, due to the fragmented location of the current zoning districts, current zoning (“straight zoning”) is not an effective method to implement either draft plan. Potential zoning approaches considered include:

- **Standard Zoning** – This would involve using existing zoning districts as defined by the Addison Code of Ordinances, and applying them to the Study Area. However, existing districts do not fully accommodate the anticipated mix of uses in the draft plans;
- **Overlay District** – A new set of development guidelines could be applied via an “overlay district”, but this would not change the underlying existing zoning; and,
- **Form-Based Code (FBC)** – A popular tool for new mixed-use developments, FBC by itself would only address the appearance of the built environment. It is not as effective in governing existing and future land uses, and is generally less flexible than other approaches.

A zoning approach already in use in the Town – the **Planned Development (PD)** district – is proposed as the most viable and effective mechanism to implement either the Civic Square or Village approach. PD’s are currently in use throughout the Town and allow for maximum flexibility within a defined area. The PD district is accompanied by a set of defined development guidelines that help assure a distinctive look unique to the PD (not unlike an FBC approach). Developers, property owners, and local officials often prefer PDs as they allow for

development to proactively respond to market demands while not discouraging existing uses.

For these reasons, a PD district is the recommended mechanism to implement the zoning aspects of the plan upon adoption.

2) Financing Strategy

Plans adopted without a realistic financing strategy tend to gather dust and are potentially never realized. There are a variety of options available to the Town to finance the implementation of the adopted plan:

- **100% Developer-Financed** – This has been a traditional approach, where local municipalities require developers to fully finance their developments. From the Town’s perspective, this is likely the preferred mechanism, but it also gives local officials less leverage in requesting unique design elements (pedestrian pathways, open space, etc.);
- **Capital Improvement Program (CIP)** – This is a common approach to project financing, usually approved by voters in a bond referendum or similar election. However, CIP projects are limited to public improvements (roads, utilities, parks, etc.) and cannot pay for private development;
- **Public Improvement District (PID)** – A PID is a special assessment area created at the request of the property owners in a specific district. Property owners pay a supplemental assessment with their taxes, which the PID uses for services above and beyond existing Town services. The assessment allows each PID to have its own work program, which may consist of eligible activities such as marketing the area, providing additional security, landscaping and lighting, street cleaning, and cultural or recreational improvements;
- **Public/Private Partnership (P3)** – An increasingly popular method of realizing unique projects is through the creation of a partnership between the local municipality and the developer. In a P3, both entities have “skin in the game” and have a significant interest in the success of the project (Frisco’s Toyota Stadium is a local P3 example). For a P3 to work, it does require a master developer representing the private side, something not currently applicable in the Study Area;
- **Tax Abatement** – To attract new development, some communities offer to reduce (abate) the local tax burden on a developer. This can come in many forms – from property tax to sales tax reductions (a local example is how The Colony attracted Nebraska Furniture Mart). But by its very

nature, tax abatement programs bring very little new direct revenue to the local community. Rather, it relies on the development acting as a catalyst for neighboring areas. Since the neighboring areas surrounding the Study Area are essentially 100% built-out, a tax abatement approach is not seen as an effective or applicable financing strategy in this case;

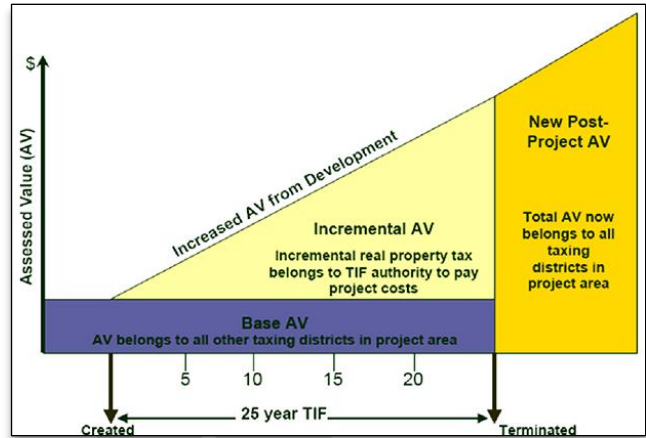
- **Texas Enterprise Fund (TEF)** – The State of Texas offers financial incentives to attract new employers to the State, tying incentives to guaranteeing new jobs. Since development of the Study Area is not contingent on attracting new out-of-state employers, the TEF approach may not be as effective; and,
- **Grant Programs** – Funding is often available from State and Federal sources as a means of achieving specific community development goals. However, these grant programs are highly competitive and there is no guarantee of winning a particular grant.

The most financially-attractive approach to the Town would be 100% Developer Financing of any redevelopment or new development in the Study Area. In lieu of this approach, it is suggested that the Town investigate the use of a **Tax Increment Finance (TIF) District** (also referred to as a Tax Increment Reinvestment Zone, or TIRZ). A TIF/TIRZ is a special purpose district – a way for the Town to reinvest added tax revenue from new development back into the area where it originated. The TIF program is used to finance new public improvements in designated areas. The goal is to stimulate new private investment and thereby increase real estate values. Any increase in tax revenues (caused by new development and higher property values) is paid into a special TIF fund to finance public improvements such as sidewalks, parking facilities, utilities, landscaping, lighting, etc.

TIF/TIRZ funds are managed by a board to assure the funds are allocated in accordance with Texas law. TIF/TIRZ funding can be generated for a long period (20 years or more) and many North Texas communities have had success with this approach.

For a TIF/TIRZ to operate, local taxing entities agree to “freeze” their tax revenue for a certain area at a specific baseline year. Then, for the next 25 to 30 years, their tax revenue from that district remains the same. However, property owners pay any normal increases in tax (due to rate or property value increases) during the same period. The difference between the baseline and the total tax collected is called the “increment” and it is that amount that is dedicated toward local improvements. Figure 3-12 details a typical TIF/TIRZ financing approach.

Figure 3-12 – TIF/TIRZ Financing Model



A TIF/TIRZ approach works best when the target district is underdeveloped or ripe for future redevelopment (as is the case in the Study Area). In these cases, the amount of increment financing can be significant. These funds can only be dedicated towards public improvements (utilities, roads, landscaping, pathways, parking, etc.), which is designed to lower upfront development costs as a means to spur new growth.

For all its attractive qualities, a TIF/TIRZ is not without some challenges:

- **Participation** – A successful TIF/TIRZ relies on the participation of various taxing entities, some of which have less motivation than the Town. In Texas, school districts are often the largest percentage of property tax and those districts may not be willing to “sacrifice” any portion of their revenue stream. In some cases, individual taxing entities may only participate at 50% or less, thus reducing the long-term revenue stream; and,
- **Bridge Financing** – TIF/TIRZ financing can generate a significant amount of revenue over a long period of time. However, since it is dependent upon increasing property value and rate, as well as new development, the early years of a TIF/TIRZ period can be slow to generate momentum. Yet, it is also crucial to the success of the district that early catalyst projects be implemented and be successful. For that reason, TIF/TIRZ districts often seek temporary “bridge financing” (sometimes at near 0% interest) as a means to have the cash-in-hand to fund early catalyst projects.

Between Dallas and Tarrant Counties, there are currently 46 active TIF/TIRZ districts of varying sizes (see Figure 3-13). It is recommended that the Town investigate this approach further as a means to implement either plan that is eventually adopted.

Figure 3-13 – Active TIF Districts: Dallas County and Tarrant County

Name	Location	Year Established	Term	Size	Total Project Cost
Dallas County Active TIF Districts:					
Oak Cliff Gateway TIF	Oak Cliff/Bishop/Jefferson	1992	52 years	447 acres	\$76,665,988
Sports District TIF	Victory Park area	1998	20 years	72 acres	\$40,078,799
Deep Ellum TIF	Deep Ellum	2005	22 years	124 acres	\$57,598,048
Design District TIF	Design District	2005	22 years	186 acres	\$56,647,738
Downtown Connect. TIF	Downtown Dallas	2005	30 years	(not given)	\$87,600,000
Grand Park South TIF	SE of Downtown Dallas	2005	30 years	228 acres	\$30,300,000
Skillman Corridor TIF	Skillman corridor	2005	30 years	626 acres	\$23,057,155
Southwestern Med. TIF	UT Southwestern campus area	2005	30 years	139 acres	\$16,812,977
Vickery Meadow TIF	US 75 at Park Lane	2005	22 years	125 acres	\$20,000,000
Davis Garden TIF	North Oak Cliff	2007	22 years	586 acres	\$60,100,000
Fort Worth Avenue TIF	Fort Worth Avenue	2007	22 years	448 acres	\$133,185,830
Maple/Mockingbird TIF	DART rail stations	2008	25 years	486 acres	\$27,800,000
TOD TIF	Various DART rail station areas	2008	30 years	(not given)	\$185,177,697
Cypress Waters TIF	Cypress Waters (IH-635 to SH 114)	2011	30 years	1,661 acres	\$65,000,000
Mall Area Redev. TIF	Valley View and Southwest Center	2015	30 years	537 acres	\$431,400,000
Tarrant County Active TIF Districts:					
Fort Worth TIF #3	Downtown Fort Worth	1995	30 years	407 acres	\$100,000,000
Fort Worth TIF #4	Southside Medical District	1997	25 years	1,278 acres	\$60,000,000
Southlake TIF #1	Southlake Town Square	1997	20 years	140 acres	\$28,500,000
Arlington TIF #1	Downtown Arlington	1998	20 years	(not given)	\$17,000,000
Colleyville TIF #1	Downtown northern region	1998	20 years	957 acres	\$27,300,000
Keller TIF #1	Town Center	1998	20 years	270 acres	\$21,000,000
N. Richland Hills TIF #1	Richland Plaza redevelopment	1998	20 years	392 acres	\$4,844,497
Grand Prairie TIF #2	IH-20 corridor	1999	30 years	(not given)	\$52,200,000
Grand Prairie TIF #3	Peninsula (Joe Pool Lake)	1999	30 years	3,576 acres	\$86,541,000
Benbrook TIF #1	IH-20 at US 377	2002	20 years	1,155 acres	\$44,350,700
Fort Worth TIF #6	Trinity River/northside downtown	2002	34 years	64 acres	\$30,300,000
Fort Worth TIF #7	North Tarrant Parkway	2003	16 years	2,103 acres	\$21,151,094
Fort Worth TIF #8	Lancaster corridor/IH-30	2003	21 years	220 acres	\$30,000,000
Fort Worth TIF #9	Trinity River vision	2003	41 years	3,980 acres	\$115,900,000
Fort Worth TIF #10	“Lone Star” (northside/IH-35W)	2004	21 years	(not given)	\$57,232,909
Arlington TIF #4	Arlington Highlands	2005	20 years	320 acres	\$16,657,000
Arlington TIF #5	Stadium entertainment district	2006	30 years	2,100 acres	\$115,485,893
Fort Worth TIF #12	East Berry Street	2006	21 years	604 acres	\$20,100,000
Mansfield TIF #1	“The Reserve”	2006	25 years	3,100 acres	\$147,000,000
N. Richland Hills TIF #2	Town Center development	2006	25 years	280 acres	\$63,700,000
Arlington TIF #6	Viridian mixed-use development	2007	29 years	2,400 acres	\$294,876,201
Fort Worth TIF #13	Woodhaven/IH-30	2007	21 years	1,100 acres	\$13,500,000
Richland Hills TIF #1	Baker Boulevard redevelopment	2009	20 years	154 acres	\$7,700,000
Eules TIF #3	Glade Parks (SH 121)	2011	25 years	266 acres	\$12,100,604
Fort Worth TIF #14	Trinity Lakes	2012	20 years	1,800 acres	\$62,454,250
Kennedale TIF #1	New Hope Road	2012	25 years	544 acres	\$12,700,000
Mansfield TIF #2	Historic area preservation	2012	25 years	292 acres	\$15,100,000
Everman TIF #1	Eastern portion of City	2013	30 years	(none given)	\$3,800,000
Sansom Park TIF #1	Highway 199 corridor	2013	20 years	179 acres	\$6,600,000
Trophy Club TIF #1	SH 114 corridor	2013	20 years	31 acres	\$5,400,000
Haltom City TIF #1	IH-820 (Beach Street to US 377)	2014	30 years	109 acres	\$11,000,000

(source: Dallas Economic Development Department and Tarrant County Economic Development)

TASK 3.2 – COMMUNITY MEETING #2: DRAFT DEVELOPMENT PLAN

A second Community Meeting was conducted on 06 October 2016 at the Addison Conference Centre. Approximately 37 people attended, representing a variety of interests – from Town residents and land owners to Study Area parcel owners.

Before the meeting, informal presentations were made at several “stations” in the room where data and maps were displayed. After a brief introduction from Mayor Todd Meier, the project scope, schedule, and Study Area were summarized by the Consultant (a majority of the audience had not attended the first meeting). The remainder of this second community meeting was dedicated to the presentation of Goals, Draft Development Plan, and Implementation Strategies.

Figure 3-14 – Community Meeting #2



Of those in attendance, 34 submitted comment cards (summarized in the appendix to this section, with scans of all submitted comment cards). Of those who submitted comment cards:

- Attendees were almost evenly split between men and women;
- Almost three-quarters (71.9%) were between 51 and 80 years old;
- Almost two-thirds (61.5%) were Addison residents that owned their homes; and,
- A little over a third (39.4%) have lived in Addison between 10 and 20 years.

The above numbers are consistent with the demographic breakdown of the first Community Meeting (17 August 2016). Figure 3-15 shows the demographic breakdown for both Community Meetings #1 and #2.

Of the 34 submitted comment cards, only 7 included written general comments. Most comments were related to urban design (walkability, safety). Some comments spoke to the style of the presentation, rather than the substance of the information.

GOALS

The goals developed for the Advisory Group were displayed on the wall prior to the beginning of the meeting. Attendees were asked to place a colored dot (any color) next to the goal if they agreed (left column) or disagreed (right column). The results of the draft goal preference polling is presented in Figures 3-16 and 3-17.

1) Transportation Goals

The vast majority of responses were in favor of the Transportation goals, with the following exceptions:

- **Goal T-4** (“Allow on-street parking along Beltwood Parkway and Beltway Drive”) – There was a significant amount of opposition to this goal due to misinterpretation of where it applied. This was due to the nature of how the goal was worded, which should have stressed that it only applied to those portions of the Study Area within close proximity to Belt Line Road (generally within 1,500 feet). Most respondents thought this also applied to Beltway Drive west of Midway Road, which leads into an established residential area. Goal T-4 does not apply to that area. When it was explained that it did not apply to their neighborhoods, opposition was minimized;
- **Goal T-5** (“Allow shared parking as appropriate”) – Only two respondents opposed this proposal; and,
- **Goal T-6** (“Incentivize denser development through the provision of publicly-funded parking facilities [surface lots and/or structures]”) – Reaction to this goal was split 50/50, with five votes each both for and against. In speaking with some of the respondents after the meeting, some expressed their opposition to density in areas that were actually outside of the Study Area (such as was the case with Goal T-4). After an explanation of where this goal applied, most withdrew their opposition.

2) Economic Development Goals:

There was majority approval of all ED goals as proposed. A few respondents opposed attracting new investment through zoning (ED-3) or a publicly-funded catalyst project (ED-4), or allowing adaptive reuse of existing buildings (ED-5). As heard during the discussions with the attendees, there were a certain number who were unfamiliar with the project (this was the first meeting they attended) and were generally opposed to doing anything different than what is currently in the Study Area.

Figure 3-15 – Addison Community Meeting Demographics

Attribute	Community Meeting #1	Community Meeting #2
Number of Attendees:	48	37
Gender:		
<i>Male</i>	46.4%	48.5%
<i>Female</i>	53.6%	51.5%
Age-Group:		
<i>0-17 years</i>	0.0%	0.0%
<i>18-30 years</i>	3.6%	6.3%
<i>31-50 years</i>	10.7%	12.5%
<i>51-64 years</i>	32.1%	34.4%
<i>65-80 years</i>	42.9%	37.5%
<i>Over 80 years</i>	10.7%	9.4%
Involvement:		
<i>Commercial property owner</i>	10.7%	10.3%
<i>Business owner</i>	7.1%	2.6%
<i>Commercial property & business owner</i>	0.0%	10.3%
<i>Resident (renter)</i>	21.4%	12.8%
<i>Resident (owner)</i>	60.7%	61.5%
<i>None of the above</i>	0.0%	2.6%
Length of Addison Residency:		
<i>Less than 1 year</i>	3.6%	12.1%
<i>1-5 years</i>	17.9%	18.2%
<i>6-10 years</i>	17.9%	15.2%
<i>10-19 years</i>	28.6%	18.2%
<i>Over 20 years</i>	21.4%	21.2%
<i>Not a resident</i>	10.7%	15.2%

3) Urban Design Goals

There was nearly unanimous support for all of the Urban Design goals as presented. There was one opposing comment to UD-4 (“Create a memorable and brandable district/neighborhood”).

4) Open Space Goals

There was 100% support for all of the Open Space goals as presented.

Based on the stated preferences, most of the Draft Goals were supported by the Community Meeting #2 attendees. Those that were opposed were – in some cases – either misinterpreted or required further explanation. In those cases, once the goals were more fully described by the Consultant, opposition generally diminished.

DRAFT DEVELOPMENT PLAN

The evolution of the Draft Development Plan was summarized, including brief descriptions of concepts and approaches developed in Phases 1 and 2.

As a result of the input from Town staff, from the Advisory Group, and from the comment received at Community Meeting #1, two development “philosophies” emerged:

- Future development should follow existing parcel/ownership boundary lines (exemplified by the Civic Square plan); or,
- An innovative vision of the future is necessary to attract new private investment (as shown in the Village plan).

Both Civic Square and Village were presented in Community Workshop #2 as proposed Draft Development Plans. The Character Districts and the previous plan descriptions (see Section 3.1 of Phase 3) were presented as the Draft Development Plans.

Figure 3-16 – Community Meeting #2 Preferences: Transportation and Economic Development Goals

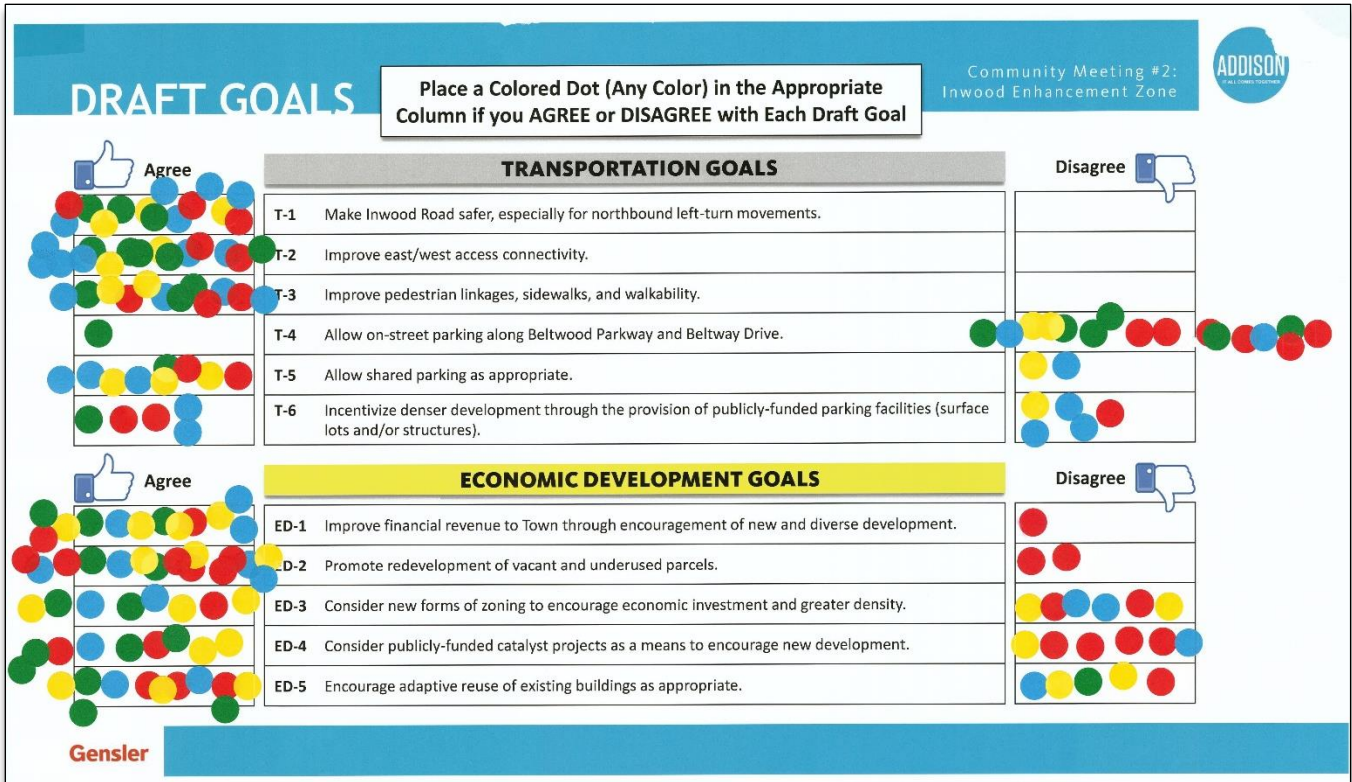
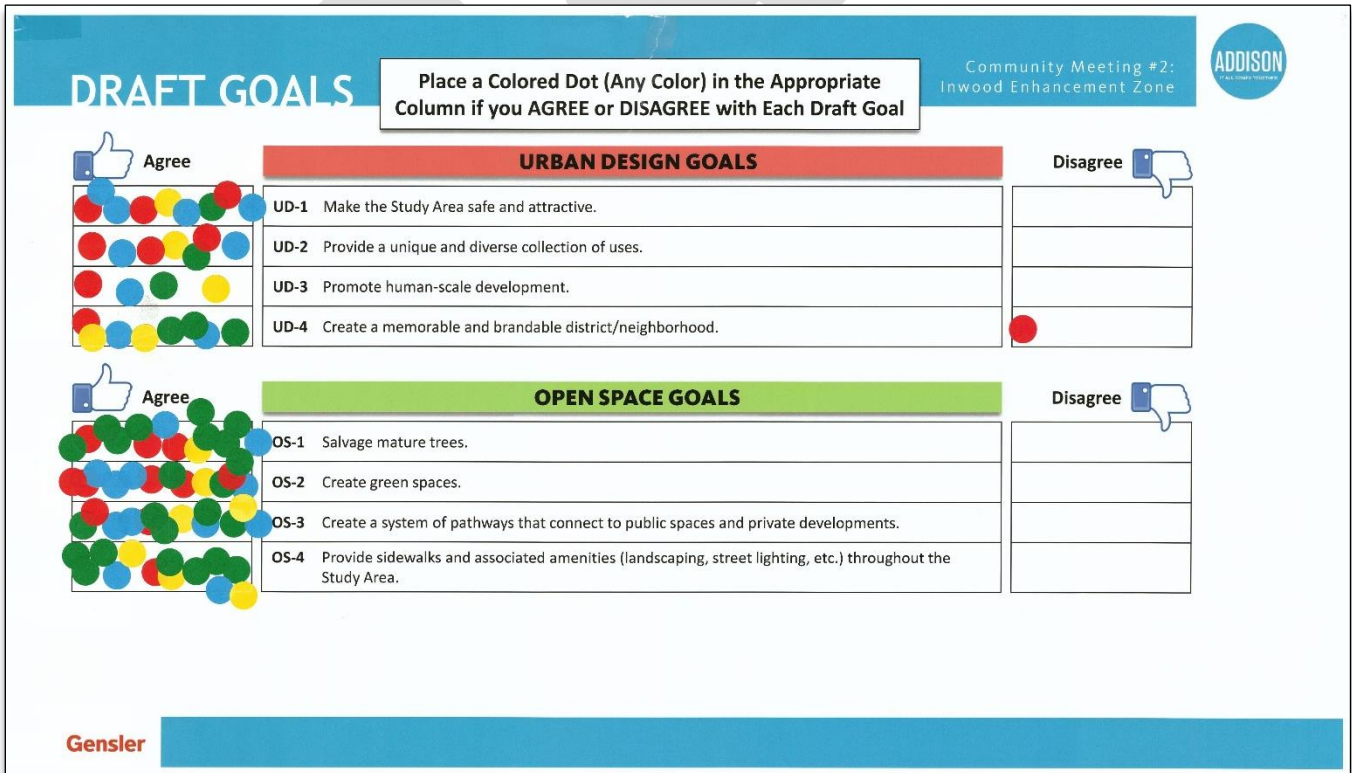


Figure 3-17 – Community Meeting #2 Preferences: Urban Design and Open Space Goals



Discussion of the two plans followed previous input from both the first Community Workshop and from the Advisory Group:

- Respecting existing parcel/boundary lines was preferable (although it was not clear if those offering this input were Study Area property owners or their representatives);
- Coordination with Farmers Branch is something the Town should do (this is a possible future task, as Farmers Branch was currently undergoing an update of its comprehensive plan concurrent with this study);
- The Village plan would take too long and be too difficult/expensive to implement (to be addressed below); and,
- One attendee commented that he liked the Study Area “the way it is today” (in contrast to the Advisory Group’s observation that “*the market had spoken*”).

Some discussion was attributable to the fact that many attendees had not been at the first Community Workshop, making this their introduction to the study. Consultants and Town staff spent one-on-one time with various attendees before and after the Community Workshop to address individual questions and concerns.

Additionally, a check of online social media sites revealed no known discussions of the study wherein concerns were being raised, criticized, or otherwise publicly shared.

PROPOSED IMPLEMENTATION STRATEGY – ZONING

Regardless of which Draft Development Plan is selected (Civic Square or Village), a cogent implementation strategy is an equally important component of the project. Zoning is one of those key components.

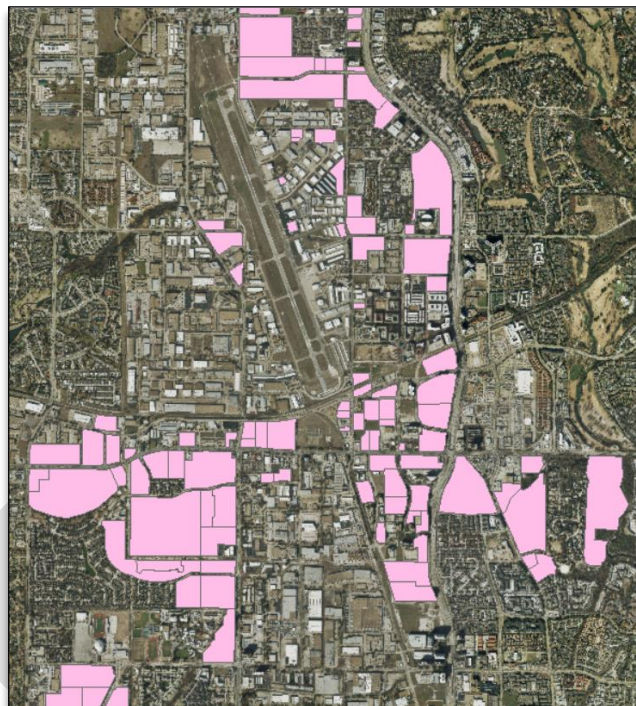
After describing the potential approaches to zoning, the Consultant proposed that a Planned Development (PD) District was the most suitable zoning mechanism to achieve the study’s goals.

As a zoning approach, PDs are currently widely-used in Addison. Figure 3-18 shows the current distribution of PDs in Addison (shown in pink), as shown on the Town’s online interactive GIS website.

Developers have embraced PDs as they allow a degree of flexibility not associated with standard (“straight”) zoning. PDs can be found across North Texas and the United States.

There were only a few public comments relating to zoning strategy, specifically regarding how it would impact an existing building or business in the Study Area. The intent is to have as minimal impact as possible to existing buildings and uses and to leverage PD zoning as a means to increased land value, allow flexible in future development, and to be as “business-friendly” as possible.

Figure 3-18 – Existing Addison Planned Developments



However, it has been acknowledged throughout this study that the existing developments along Inwood Road are struggling and are no longer the vibrant “beverage district” they were initially envisioned to be, due to additional market competition that was not around when the district was approved.

While explaining the subtleties of different zoning approaches may not be obvious to the layman, the Consultant did attempt to describe the preferred zoning strategy in a clear manner in order to promote understanding, while concurrently encouraging a critical dialogue. No general consensus on the PD approach was required at Community Meeting #2.

PROPOSED IMPLEMENTATION STRATEGY – FINANCING

Financing a project is equally important to design and policy. Understanding that the Town is not interested taking on unnecessary added debt, the intent was to present a financing strategy that promoted reinvestment as a means to leverage increased revenue to the Town. Therefore, TIF/TIRZ financing (described earlier in this section) was presented as a prudent and appropriate financial strategy.

The intricacies of TIF/TIRZ financing merit a more in-depth analysis, which is how this approach was presented. Anecdotal information suggests that where TIF/TIRZ financing has been used regionally, it has enjoyed long-term success.

Local and regional TIF/TIRZ projects encompass a variety of large and small projects, including:

- State-Thomas/Uptown neighborhood (Dallas);
- The Cedars neighborhood (Dallas);
- Sundance Square (Fort Worth);
- Texas Motor Speedway (Fort Worth);
- Rangers/Cowboys Stadium District (Arlington);
- Frisco Station (Frisco); and,
- Gaylord Texan Resort (Grapevine).

TIF/TIRZ financing has been used for various projects. For this to be the most effective, the TIF/TIRZ district is established before the area is redeveloped. This results in a much larger and effective increment. Conversely, a TIF/TIRZ district

applied to an area that expects little future reinvestment generates little dedicated revenue.

One attendee commented that they did not want to dedicate any tax revenue for reinvestment in the Study Area. But since a TIF/TIRZ district only freezes tax revenue at a baseline year (not eliminate it), no such revenue reduction could occur.

As with the zoning strategy, the TIF/TIRZ approach was presented a strategy to be further studied. No public referendum or City Council vote is requested at this time.

TASKS 3.3 & 3.4 – TOWN STAFF WORK-SESSION/PLAN REVISION

PRESENTATION APPROACH

Town staff and the Consultant met on 18 October 2016 to review the outcomes of the public participation process and to determine the most appropriate strategy to bring the study to the City Council for adoption consideration. Town staff advised that the study be presented in the context of four principal questions:

1) “Is the Inwood area working?”

Since the Town authorized this study, it is safe to say there are concerns that the Inwood Road Corridor is not performing at its optimal level and could be improved. At the time of this study, the Inwood Road Corridor was underdeveloped, distinguished by numerous vacant retail spaces along Inwood Road. Even with the other existing businesses in the Study Area’s interior (south of Belt Line Road and west of Inwood Road), the area is generally underdeveloped, in light of the allowable building heights and diversity of uses permitted in the existing zoning ordinance.

Additionally, the market forces that created the “beverage district” have changed (more competition today), resulting in the district’s diminished revenue and influence.

Another measure for the Study Area are the seven attributes of “success” established in the Town’s 2013 Comprehensive Plan:

- **Competitive** – The prevalence of underutilized and empty retail space along Inwood Road make it difficult to consider the area “competitive”;
- **Safe** – Both Inwood Road and Belt Line Road have become increasingly congested, leading to the potential for more accidents. The lack of sidewalks, pedestrian lighting, and dedicated left-

turn lanes in the Study Area (especially Inwood Road) do not promote a safe environment;

- **Functional** – While the Study Area is functional, it appears to be at a minimum level. There are the basic services (water, sanitary sewer, storm drainage, paved roads), but little else to attract a higher level of private investment;
- **Visually Appealing** – In its current condition, the Study Area is not visually appealing – no public open space, little landscaping, older buildings (35 to 40 years old) in need of new tenants and maintenance, and two main congested roadways (Belt Line Road and Inwood Road);
- **Supported with Amenities** – The Study Area has virtually no supporting amenities. There are very few sidewalks, no parks or green spaces, limited street lighting, no structured parking, no annual events, etc. The Study Area does not have enough supporting amenities to be considered a success;
- **Environmentally Responsible** – Other than the creation of the Addison Beverage District, much of the Study Area appears unchanged since the late 1970s/early 1980s, when environmental design was not a high priority. There are no known existing structures that have achieved LEED certification (Leadership in Energy and Environmental Design, as measured by the US Green Building Council). There are no visible environmental site planning practices, with all businesses essentially 100% reliant on automobile access. And there is no attempt to use landscaping to reduce the “urban heat-island effect”. The Study Area falls short when it comes to environmental success; and,

- **Walkable** – While the Study Area is within two 3-minute walking radii, the main travel mode is the automobile. The necessary facilities (such as sidewalks, pathways, landscaping, and lighting) to accommodate walking simply are not present in the most of the Study Area. There are few transit alternatives as well – DART provides bus service but only on Belt Line Road, and there are no existing bus stops are within the Study Area. Walkscore.com rates the Study Area at 58, which is not very walkable (100 is a perfect score). It is safe to say that while the Study Area is of an appropriate size, it is not presently considered to be walkable.

By the Town’s adopted metrics, the Study Area would not be considered successful or represent the highest and best use.

While many of the above are qualitative measures of success, quantifiable measures include such measurable metrics as revenue from property and sales taxes, occupancy and vacancy rates, and overall property value when compared to comparable developments. In summary, the area today is undervalued (compared to compatible developments in Addison and Dallas) which translates into lower property tax and sales tax revenues (see page 3-20 for a more detailed discussion on revenues and values).

2) “What do we want to accomplish?”

It is proposed that the study should accomplish the following six points:

- **Align with the Comprehensive Plan** – The study should promote the attributes of success as adopted in the 2013 Addison Comprehensive Plan. That should also include the “highest and best” use, which has not been achieved in many portions of the Study Area (despite the presence of many viable businesses);
- **Flexibility and Market Response** – Create an environment that promotes flexibility in development regulations as a means to proactively respond to changes in markets and development types;
- **Improve Transportation** – The study should promote improved walkability and more east/west connectivity (the latter to decrease traffic on Belt Line Road);
- **Improve Revenue** – The study should promote increased property value and new/diverse development, which will result in increased sales and property tax revenues; and,

- **Public Input** – The study should incorporate public input regarding the creation of a new mixed-use destination (office, retail, dining, and hotel). Many public comments exhibited an interest in respecting existing parcel/ownership lines (understanding that such lines are subject to change as properties are sold or assembled).

3) “Do the study findings achieve what we want to accomplish?”

As discussed above, the Study Area does not meet a variety of metrics of success, environmental responsibility, visual appeal, and revenue generation.

The findings of the study support the need for a more proactive approach to the Study Area. There is a desire by some property owners to maintain portions of the Study Area as it is at present – however, the responses to positively addressing the Study Area require a comprehensive approach. There should be a balanced approach with respect to individual properties on a case-by-case basis.

4) “How does the Town catalyze/implement change?”

This is the central question facing the City Council as it considers what to do with the Study Area. Presuming the Study Area requires assistance in order to grow in line with Addison’s principles and attributes of success, what are the best strategies to achieve this?

This study has presented two potential development approaches (plans), although the actual development proposal(s) may vary from these concepts. It is the zoning and financing strategies that can help catalyze the area and encourage new investment (by both existing and future property owners). The Council can adopt these (or other) strategies which would be representative of the Town’s desire for future growth and increased value from the Study Area. Options open to the Council include:

- **Do Nothing** – This essentially continues existing Town policy towards the Study Area. Other than routine maintenance and enforcement of existing ordinances, the Town would allow the market to drive development (which is what has been happening the last few years). While the Advisory Group does not see this as a viable approach (“the market has spoken”), some existing property owners in the Study Area have expressed their desire to leave things the way they are;
- **Be Prepared to React** – Should the Council decide to take a more active role in leveraging development in the Study Area, one option would be to identify a few strategic policy decisions to help catalyze reinvestment and new development. This might include new policies

which do not require a capital expenditure (example: streamline the development approval process in the Study Area), allowing shared parking between neighboring parcels, or some other policy approach which does not require a capital investment on the part of the Town.

The Council could also identify projects designed to catalyze reinvestment and new development. This may include projects such as adding new sidewalks and street lighting, developing a municipal surface parking lot for shared parking by employees and customers, investments in roadway or utility improvements, and other catalyst projects. The key would be to identify projects which yield the greatest impact for the least amount of investment while still demonstrating a commitment to the long-term success of the Study Area; or,

- **Be Proactive** – This is dependent on the Council deciding that redevelopment of (and reinvestment in) the Study Area shall be a Town priority. Multiple approaches are available: create a reinvestment district (TIF/TIRZ); actively market the Study Area to master developers; identify long-term capital investments; and more.

2016 STUDY AREA VALUATION

New investment in the form of redevelopment of existing properties and development of new properties will bring increased value to the Town of Addison. Specifically, the appraised value of the Study Area is expected to increase as development investment intensifies. Phase 1 (Figure 1-9, page 1-15), presented the Study Area's appraised total valuation (according to DCAD – the Dallas Central Appraisal District) as approximately \$35.8 million (land and buildings).

Since that information was researched, DCAD has updated its appraisals of several parcels – as of October 2016, the Study Area has a total appraised value of **\$46.6 million**, comprised of:

- **Land Value** – DCAD employees a land-use-based multiplier for appraising land value, which varies from \$5.00 per foot to \$15.00 per foot in the Study Area depending on the use. The total land value for the Study Area is \$14.2 million, with an average of \$6.47 per square foot (land only); and,
- **Improvement Value** – DCAD bases improvement value on the fair market value for buildings, considering age, construction type, condition, and other physical factors. The total improvement value for the Study Area is \$32.4 million, with an average per square foot cost of \$36.68 per square foot.

The total 2016 value of development in the Study Area development is \$46.5 million (land and buildings). DCAD assesses value at least once every three years (more often if improvements have been made or if the land has been sold). Figure 3-18 details the Study Area's 2016 valuation.

2016 COMPARABLE VALUES

The draft Development Plans (Civic Square and Village) both propose a different land-use mix for the Study Area, and both include more developed square footage than at present and with some uses not currently in the Study Area (such as Hotels). To project values for these plans, DCAD's 2016 database was searched for comparable land-uses in the vicinity of the Study Area. Figure 3-19 details these comparable values. In general, the comparable values are greater than the values in the Study Area, as detailed in Figure 3-19:

- **Retail/Dining Property Value** – The current value of Retail/Dining parcels in the Study Area averages \$6.57 per square foot for land and \$45.92 per square foot for buildings. This does not include BPP Business Personal Property (BPP, which includes inventory, equipment, etc.), or BPP associated with tenant spaces. It is just the value of the land and structures. A dozen local Addison restaurants and retail spaces built between 1980 and 2014 were selected to compare their values with the Study Area (because of the 2008 recession, there were not as many recent Retail/Dining buildings to compare within close proximity). On average, comparable land values were 236% higher than the Study Area – \$15.51 per square foot for the comparables versus \$6.57 per foot in the Study Area. Comparable building values, on average, were also significantly higher – \$94.21 versus \$45.92 per square foot (a 205% difference). These differences represent DCAD fair market value, not the cost of construction. Based on comparable values of similar area Retail/Dining businesses, the Study Area is measurably lower in value;
- **Office Property Value** – The current value of Office parcels in the Study Area averages \$6.47 per square foot for land and \$28.65 per square foot for buildings. As above, this does not include BPP Business Personal Property (BPP, which includes inventory, equipment, etc.), or BPP associated with tenant spaces. A dozen local offices (mostly in Addison) built between 1984 and 2008 were selected to compare their values with the Study Area (due to the 2008 recession, there were not as many recent Office buildings to compare within close proximity). Offices were mainly multi-tenant mid-rise buildings. Average comparable Office land values were 241% higher than the Study Area – \$15.59 per square foot for the comparables versus \$6.47 per

foot in the Study Area. Comparable building values, on average, were also significantly higher – \$66.05 versus \$28.65 per square foot (a 231% difference). These differences represent DCAD fair market value (not the cost of construction), indicating that Office businesses in the Study Area are measurably lower in value than surrounding similar uses; and,

- **Hotel Property Value** – There are no Hotels currently in the Study Area, so there are no current associated values. A dozen local hotels (mostly in Addison) built between 1979 and 1999 were selected to establish a baseline for Hotel value (due to the 2008 recession, there were not as many recent Hotel developments within close proximity). On average, area Hotel land values were \$17.59 per square foot, with building values averaging \$66.81 per square foot.

The detailed comparable valuations (by use and address) are shown in Figure 3-20. These were current as of October 2016 from the DCAD website and have been used as multipliers for the projected square footages associated with the two draft Development Plans to project potential development value of each Plan (see Figure 3-21). This information is presented only for comparison purposes and is not a projection of future value.

The combination of increased development density and higher land and building values results in a significantly higher DCAD valuation of the Study Area for each of the two draft Development Plans – an almost 400% increase:

- **Land Values** – The Study Area does not increase in land area (approximately 2.2 million square feet), so any increase in land value must result from increasing per square foot values. Dedication of areas to non-tax-revenue uses (parks, rights-of-way, paths, etc.) reduce this area, necessitating associated increases in value to offset the loss in developable area;
- **Building Values** – Since both draft Development Plans propose higher density patterns, the Study Area experiences a significant increase in developed area (buildings) – between 250% and 401%, depending on the specific draft Development Plan. Building values increase from the present \$32.3 million to \$81.3 million (Civic Square), up to \$130 million (Village). This does not include any BPP value which may be associated with various developments; and,
- **Total Values** – The present Study Area value of \$46.5 million has the potential to increase to between \$117.1 million (a 251% increase) to potentially \$166.4 million (a 357% increase), not including any BPP valuations

This financial projection is based on current DCAD data which gives a general indication of the difference between existing and potential development patterns. Should the Town decide to explore these potential valuations further, it is recommended that a more in-depth financial analysis be performed that goes into further detail.

PROJECTED TAX REVENUE

In considering the tax implications of any policy proposal, property value are only half of the equation. The other consideration is the projected impact on tax revenues that are generated. This is a simple mathematical equation:

PV x TR = R, where

PV = property value;

TR = tax rate; and

R = tax revenue.

While Addison property owners pay property tax to various entities (Town, school district, Dallas County, Parkland Hospital, Dallas County Community College, etc.), only the Town property tax revenues are projected for this study.

The current Town property tax rate in Addison is \$0.560472 per \$100 valuation. Applying this rate to land and building values only (not applied to BPP), the current Town property tax revenue from the Study Area is **\$260,996 annually**. Projected Town property tax revenues associated with the Civic Square and Village options are demonstrably higher, due to an increase in developed density and an increase in per square foot value associated with comparable development (see Figure 3-22). The potential cost for doing nothing to change the Study Area could be between **\$395,084** and **\$671,899** per year in lost property tax revenue. Projected over a 25 year period, the accumulated difference could be between **\$9.9 million** and **\$15.8 million**. This does not include other tax revenue such as BPP or sales tax.

Should a TIF/TIRZ district be employed, projected total revenues over an average 25-year period become more distinct. Using the 2016 tax rate, Figure 3-22 projects tax revenues for the Study Area and its development options.

It is important to note that these are preliminary calculations using existing tax rates and values. It is recommended that the Town conduct a more in-depth financial study to assess the potential impacts and tax implications of new development and reinvestment.

Figure 3-19 – 2016 Study Area DCAD Property Values

LAND USE	LAND VALUATION			BUILDING VALUATION			TOTAL VALUE
	Land (SF)	Land \$/SF	Land Value	Building (SF)	Building \$/SF	Building Value	
Retail/Dining	1,204,520 SF	\$6.57/SF	\$7,910,860	410,332 SF	\$45.92/SF	\$18,844,260	\$26,755,120
Office/Comm.	937,323 SF	\$6.47/SF	\$6,063,630	472,328 SF	\$28.65 SF	\$13,532,390	\$19,596,020
Hotel	0 SF	na	\$0.00	0 SF	na	\$0.00	\$0
Other (no bldg)	51,335 SF	\$4.21/SF	\$215,990	0 SF	\$0.00/SF	\$0.00	\$215,990
TOTAL	2,193,178 SF	\$6.47/ SF	\$14,190,480	882,660 SF	\$36.68/SF	\$32,376,650	\$46,567,130

Figure 3-20 – Comparable DCAD Property Values

RETAIL/DINING USES				LAND			BUILDING			
Retail/Dining	Address	Year Built	Year Valued	Land SF	Land Value	Land \$/SF	Bldg SF	Bldg Value	Bldg \$/SF	
Friday's	4951 Belt Line Rd, Addison	2014	2016	82,951	\$1,244,270	\$15.00	7,498	\$1,858,230	\$247.83	
Vitruvian mixed-use bldg	3810 Vitruvian Way, Addison	2008	2016	209,872	\$2,098,720	\$10.00	660,842	\$53,201,280	\$80.51	
Starbucks	15099 Midway Rd, Addison	2006	2016	22,734	\$454,650	\$20.00	1,974	\$568,650	\$288.07	
On The Border	4901 Belt Line Rd, Addison	2005	2014	76,666	\$1,149,990	\$15.00	6,468	\$650,010	\$100.50	
BJ's Brewhouse	4901 Belt Line Rd, Addison	2003	2014	35,334	\$1,280,010	\$15.00	10,159	\$1,108,190	\$109.08	
Lawry's The Prime Rib	14655 Dallas Pkwy, Addison	1998	2014	66,198	\$1,158,470	\$17.50	11,416	\$1,291,530	\$113.13	
Ida Claire's	5001 Melt Line Rd, Addison	1993	2016	24,916	\$373,740	\$15.00	6,306	\$935,720	\$148.39	
Outback Steakhouse	15180 Addison Rd, Addison	1993	2014	60,002	\$750,030	\$12.50	6,150	\$579,580	\$94.24	
Taco Diner & inline retail	4933 Belt Line Rd, Addison	1991	2016	87,164	\$1,307,460	\$15.00	16,200	\$3,217,540	\$198.61	
Macaroni Grill	4535 Belt Line Rd, Addison	1990	2015	75,228	\$1,128,420	\$15.00	8,270	\$666,890	\$8.64	
Cantina Laredo & inline retail	4530 Belt Line Rd, Addison	1983	2016	57,721	\$865,820	\$15.00	13,428	\$1,934,180	\$144.04	
Retail & dining center	5000 Belt Line Rd, Addison	1980	2016	300,159	\$6,003,180	\$20.00	85,337	\$12,566,820	\$147.26	
RETAIL/DINING				Average Land \$/SF			\$15.51	Average Bldg \$/SF		\$94.21
OFFICE USES				LAND			BUILDING			
Office	Address	Year Built	Year Valued	Land SF	Land Value	Land \$/SF	Bldg SF	Bldg Value	Bldg \$/SF	
Tollway Center	14675 Dallas Pkwy, Addison	2015	2016	282,443	\$5,648,860	\$20.00	278,009	\$12,805,140	\$46.06	
Two Addison Circle	15725 Dallas Pkwy, Addison	2008	2016	146,841	\$2,202,620	\$15.00	411,724	\$35,372,380	\$85.91	
Landmark office	4970 Landmark Blvd, Addison	2006	2016	183,475	\$2,201,700	\$12.00	129,356	\$5,798,300	\$44.82	
Addison Circle 2	15601 Dallas Pkwy, Addison	1998	2016	155,771	\$2,336,570	\$15.00	611,864	\$49,163,430	\$74.28	
Quorum office bldg.	14850 Quorum Dr, Addison	1985	2016	76,361	\$916,330	\$12.00	176,641	\$6,808,670	\$38.55	
Konica Minolta	14800 Landmark Blvd, Addison	1984	2016	99,752	\$1,197,020	\$12.00	303,917	\$9,662,980	\$31.79	
Two Bent Tree Tower	16479 Dallas Pkwy, Addison	1981	2016	233,965	\$4,247,370	\$18.00	274,470	\$11,452,630	\$41.73	
Liberty Plaza	5055 Keller Springs, Addison	1981	2016	236,548	\$2,365,480	\$10.00	103,000	\$5,924,520	\$57.52	
Quorum office bldg.	5050 Quorum Dr, Addison	1981	2016	169,448	\$2,033,380	\$12.00	233,100	\$9,331,620	\$40.03	
Centura	14185 Dallas Pkwy, Dallas	1998	2016	97,665	\$2,441,630	\$25.00	903,882	\$83,438,370	\$92.31	
Signature Place	14785 Preston Rd, Dallas	1985	2016	233,791	\$3,506,870	\$15.00	416,190	\$30,438,130	\$73.14	
Two Galleria Tower	13455 Noel Rd, Dallas	1984	2016	85,617	\$2,140,430	\$25.00	957,985	\$60,154,770	\$62.79	
OFFICE				Average Land \$/SF			\$15.59	Average Bldg \$/SF		\$66.05
HOTEL USES				LAND			BUILDING			
Hotel	Address	Year Built	Year Valued	Land SF	Land Value	Land \$/SF	Bldg SF	Bldg Value	Bldg \$/SF	
Mainstay Suites	1500 Addison Rd, Addison	1999	2016	66,561	\$832,050	\$12.50	42,492	\$2,335,500	\$54.96	
Hilton Garden Inn	4090 Belt Line Rd, Addison	1998	2016	96,355	\$7700,840	\$8.00	51,071	\$5,683,960	\$111.30	
Holiday Inn Express	4355 Beltway Dr, Addison	1998	2016	72,745	\$363,730	\$5.00	59,917	\$5,622,530	\$98.78	
Comfort Suites	4555 Belt Line Rd, Addison	1997	2016	75,141	\$300,560	\$4.00	46,699	\$3,140,440	\$67.25	
La Quinta	14905 Landmark Blvd, Addison	1995	2016	181,079	\$2,172,950	\$12.00	93,156	\$4,905,290	\$52.67	
Best Western	14975 Landmark Blvd, Addison	1994	2016	87,033	\$1,044,400	\$12.00	40,508	\$1,926,880	\$47.57	
Homewood Suites	4451 Belt Line Rd, Addison	1989	2016	145,447	\$2,181,710	\$15.00	73,859	\$6,318,290	\$85.55	
Hampton Inn	4505 Beltway Dr, Addison	1985	2016	87,634	\$438,170	\$5.00	60,440	\$7,936,830	\$131.32	
Hotel Inter-Continental	15201 Dallas Pkwy, Addison	1981	2016	466,353	\$11,658,830	\$25.00	527,400	\$25,364,390	\$48.09	
Marriott Quorum	14901 Dallas Pkwy, Addison	1981	2016	277,042	\$5,540,840	\$20.00	472,762	\$36,451,490	\$77.10	
Hilton Lincoln Centre	5410 LBJ Fwy, Dallas	1981	2016	131,377	\$3,941,310	\$30.00	452,146	\$29,740,460	\$65.78	
Sheraton LBJ	4801 LBJ Fwy, Dallas	1979	2016	174,311	\$3,486,220	\$20.00	203,562	\$16,513,780	\$81.12	
HOTEL				Average Land \$/SF			\$17.59	Average Bldg \$/SF		\$68.81

(Figures 3-19 and 3-20 source: Dallas Central Appraisal District, October 2016)

Figure 3-21 – Existing and Projected Study Area Values

EXISTING DCAD VALUE – STUDY AREA

LAND USE	LAND VALUATION			BUILDING VALUATION			TOTAL VALUE
	Land (SF)	Land \$/SF	Land Value	Building (SF)	Building \$/SF	Building Value	
Retail/Dining	1,204,520 SF	\$6.57/SF	\$7,910,860	410,332 SF	\$45.92/SF	\$18,844,260	\$26,755,120
Office/Comm.	937,323 SF	\$6.47/SF	\$6,063,630	472,328 SF	\$28.65/SF	\$13,532,390	\$19,596,020
Hotel	0 SF	na	\$0.00	0 SF	na	\$0.00	\$0
Other (no bldg)	51,335 SF	\$4.21/SF	\$215,990	0 SF	\$0.00/SF	\$0.00	\$215,990
TOTAL	2,193,178 SF	\$6.47/ SF	\$14,190,480	882,660 SF	\$36.68/SF	\$32,376,650	\$46,567,130

PROJECTED DCAD VALUE – CIVIC SQUARE

LAND USE	LAND VALUATION			BUILDING VALUATION			TOTAL VALUE
	Land (SF)	Land \$/SF	Land Value	Building (SF)	Building \$/SF	Building Value	
Retail/Dining	359,681 SF	\$15.51/SF	\$5,578,652	187,900 SF	\$94.21/SF	\$17,702,059	\$23,468,706
Office/Comm.	1,546,190 SF	\$15.59/SF	\$24,105,102	807,000 SF	\$66.05/SF	\$53,302,350	\$78,214,518
Hotel	287,3007 SF	\$17.59/SF	\$5,053,730	150,000 SF	\$68.81/SF	\$10,321,500	\$15,375,230
TOTAL	2,193,178 SF	\$15.84/ SF	\$34,737,485	1,144,900 SF	\$71.03/SF	\$81,325,909	\$117,058,454

PROJECTED DCAD VALUE – VILLAGE

LAND USE	LAND VALUATION			BUILDING VALUATION			TOTAL VALUE
	Land (SF)	Land \$/SF	Land Value	Building (SF)	Building \$/SF	Building Value	
Retail/Dining	258,795 SF	\$15.51/SF	\$4,013,910	219,000 SF	\$94.21/SF	\$20,631,990	\$21,864,995
Office/Comm.	1,611,986 SF	\$15.59/SF	\$25,130,862	1,370,000 SF	\$66.05/SF	\$90,488,500	\$116,989,428
Hotel	322,379 SF	\$17.59/SF	\$5,670,963	275,000 SF	\$68.81/SF	\$18,922,750	\$24,593,713
TOTAL	2,193,178 SF	\$15.87/ SF	\$34,815,735	1,864,000 SF	\$69.77/SF	\$130,043,240	\$166,448,136

Figure 3-22 – Projected Study Area Town Tax Revenue

Option	Property Tax Value	Tax Rate	Annual Revenue	25-Year Revenue
Existing	\$46,567,130	0.00560472	\$260,996	\$6,521,893
Civic Square	\$117,058,454	0.00560472	\$656,080	\$16,401,996
Village	\$166,448,136	0.00560472	\$932,895	\$23,322,380

TASK 3.5 – CITY COUNCIL PRESENTATION

Text to be added after completion of City Council presentation

TASK 3.6 – FINAL DELIVERABLES

Text to be added after completion of City Council presentation.

Phase 3

APPENDIX

COMMUNITY MEETING #2 COMMENTS

The following comments were received during the second Community Meeting, submitted as part of the comment card questionnaire. Similar comments have been grouped together under general categories and are presented in no order of priority or importance.

Transportation-Related Comments:

- “New stop signs on Beltway unnecessary”;
- “Do not waste real estate by building a new street north/south through the area”; and,
- “Do not close off one access by closing Beltwood just south of Beltwood”.

Urban Design-Related Comments

- “We need for the Inwood Road Corridor to be lively and safe even on a Saturday night between 6 PM and 10 PM”;
- “It’s a good idea to bridge the area beyond the railroad tracks to the Inwood Corridor”;
- “New street lights not necessary”;
- “I would prefer making everything as pedestrian/biker-friendly and as close to preserving as much nature as possible”;
- “Want to see walkability (sidewalks) and landscaping (trees, shrubs) on streets for curb appeal”; and,
- “Like the idea of a civic center to draw shows, concerts, exhibits to Addison to further support existing restaurants and hotels in [the] area”.

Implementation-Related Comments

- “Economic Development Department should provide tax incentives and zoning changes for the Inwood Enhancement Zone”;

- “The only way to get anything started is for the City to buy property and extend Beltway east to Inwood. *‘Build it and they will come’*”;
- “Do not try to “character” or categorize uses in particular districts or subareas of the study area. Zone the entire 40 acres as unlimited Planned Development and then let the market redevelop”;
- “Do not make the mistake of micro-managing where and what type of buildings will be built. Let the people with the money propose what goes where (developers)”.

Other Comments

- “Addison must talk with Farmers Branch if there is any desire to connect with the south end of Beltwood”;
- “Do not try to establish your *vision* and the *options* onto paper or in ordinance”;
- “Poor presentation: stop at every natural break in the presentation and ask if there are any questions. Present pros and cons of everything. Listen to the question carefully. If you don’t understand it, ask for a clarification of the question before attempting to respond. Respond concisely and clearly to the question asked. Do not repeat yourself as if the questioner is stupid and didn’t get it the first time. On subject matter. You did not present sufficient information to justify my time”.



Name	Address
DH Watson	14672 WAYSIDE CT.
Paul Richter	7824 Alto Land
Todd Meier	
Patricia Stewart-Gordon	4000 Winter Park
John Henderson	4009 Winter Park
Vicky & Burkhardt	4007 Winter Park
Lynn Rush	14631 Winnwood Rd
LIZ O'PHANT	14700 MARSH LANE #3, 13
TOM BRAUN	14616 LEXUS AVENUE
Ed Keith	3838 CANOT LA.
Blake CLEMENS	14754 Celestial PL
B & B McWilliams	4102 Julian Dr
Kristine Edens	5034 Mendian Ln
Margie Kummer	14893 Oaks N. Dr
Larry Brown	3883 Lakeview Ct
Lynne & Bart Turner	14810 Hampton Ct.
BLAKE BARNARD	14823 SILVEROL
Billy & SoAnne Prewitt	14632 LAKECREST DR.
Margie Gunther	14616 Heritage
FRANCIS & Jane Secchi	Ferraris Rest.
Katherine Aldrich	BL & Add. Rd. Peixari
Jane Cooper	3720 Camden Lane
BEN GUNDERMANN	4453 GLENN CURTIS
Matt Horine	4145 Tonne Green Cir

**Comment cards
received at
Community Meeting #2**



TOWN OF ADDISON, TEXAS
INWOOD ENHANCEMENT ZONE
Community Meeting #2 – October 06, 2016
Comment Card

Demographic Questions

The following questions will help the Study Team understand more about the people attending this Community Meeting.

1. My gender is:
(circle one)



a. Male

b. Female

2. My age-group is:
(circle one)

a. 0 to 17 years

b. 18 to 30 years

c. 31 to 50 years

d. 51 to 64 years

e. 65 to 80 years

f. Over 80 years

3. I am most involved in Addison as a/an: (circle one only)

a. Owner/representative of an owner of commercial property in Addison
(but not a Business Owner)

b. Owner/representative/employee of a business in Addison
(but not the Owner of the property)

c. Owner of both a business and commercial property in Addison

d. Resident in Addison, but not a homeowner



e. Owner and resident of a home in Addison

f. None of the above describes my involvement in Addison

4. I have lived in Addison for: (circle one)

a. Less than 1 year

b. 1 to 5 years

c. 6 to 10 years

d. 10 to 19 years

e. 20 years or more

f. I do not live in Addison

General Comments

Feel free to add any comments here that you did not record at the stations or discuss with the Study Team at the Workshop. Please use additional space on the back of this sheet if needed.

Give us stop signs on

Belford if necessary.

Raise new street lights not

if necessary.

Bill Walker



TOWN OF ADDISON, TEXAS
INWOOD ENHANCEMENT ZONE
Community Meeting #2 – October 06, 2016
Comment Card

Demographic Questions

The following questions will help the Study Team understand more about the people attending this Community Meeting.

1. My gender is: a. Male b. Female
(circle one)
2. My age-group is: a. 0 to 17 years b. 18 to 30 years c. 31 to 50 years
(circle one) d. 51 to 64 years e. 65 to 80 years f. Over 80 years
3. I am most involved in Addison as a/an: (circle one only)
- a. Owner/representative of an owner of commercial property in Addison (but not a Business Owner)
 - b. Owner/representative/employee of a business in Addison (but not the Owner of the property)
 - c. Owner of both a business and commercial property in Addison
 - d. Resident in Addison, but not a homeowner
 - e. Owner and resident of a home in Addison
 - f. None of the above describes my involvement in Addison
4. I have lived in Addison for: (circle one)
- a. Less than 1 year b. 1 to 5 years c. 6 to 10 years
 - d. 10 to 19 years e. 20 years or more f. I do not live in Addison

General Comments

Feel free to add any comments here that you did not record at the stations or discuss with the Study Team at the Workshop. Please use additional space on the back of this sheet if needed.

We need for the Inwood Road Corridor to be lively & safe even on a Sunday night between 6 PM - 10 PM.

It's a good idea to bridge the area beyond the Railroad tracks to the Inwood Corridor



TOWN OF ADDISON, TEXAS
INWOOD ENHANCEMENT ZONE
Community Meeting #2 – October 06, 2016
Comment Card

Demographic Questions

The following questions will help the Study Team understand more about the people attending this Community Meeting.

1. My gender is: a. Male b. Female
(circle one)
2. My age-group is: a. 0 to 17 years b. 18 to 30 years c. 31 to 50 years
(circle one) d. 51 to 64 years e. 65 to 80 years f. Over 80 years
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I would prefer making everything as pedestrian/biker-friendly as close to preserving as much nature as possible.



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Economic Development Dept. should provide tax incentives and zoning changes for the Inwood Enhancement Zone.



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1. The only way to get anything started is for the City to buy property and extend Beltway east to Inwood. "Build it and they will come."
2. Do not try to "character" or categorize uses in particular districts or sub areas of the study area. Zone the entire 40 acres as unlimited Planned Development and then let the market redevelop.
3. Do not waste real estate by building a ^{new} street No-South thru the area.
4. Do not close off one access by closing Beltwood just south of Beltwood.
5. Do not make the mistake of micro-managing where & what type of buildings will be built. Let the people with the money propose what goes where (developers).
6. Addison must talk with Farmers Branch if there is any desire to connect with the south end of Beltwood.
7. Do not try to establish your "vision" and the "options" onto paper or in ordinance.



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want to see walkability (sidewalks) and landscaping (trees, shrubs) on streets for curb appeal. Like the idea of a civic center to draw shows, concerts, exhibits to Addison to further support existing restaurants and hotels in area.



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RESTAURANT



TOWN OF ADDISON, TEXAS
INWOOD ENHANCEMENT ZONE
Community Meeting #2 – October 06, 2016
Comment Card

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AI-1985

5.

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: City Manager

AGENDA CAPTION:

Present And Discuss **Possible Amendments To The Town's Financial Policies.**

BACKGROUND:

During the Fiscal Year (FY) 2017 budget process, City Council discussed and approved the property tax rate allocation of the Infrastructure Investment Fund and the Economic Development Fund. This item is to discuss amendments to the financial policies based on the following motions:

- On August 30, 2016, City Council approved setting the annual allocation of the Maintenance and Operations Tax Rate to \$0.023716 per \$100 valuation with a vote of 5-0
- On September 13, 2016, City Council approved setting the annual allocation of the Maintenance and Operations Tax Rate of \$0.006201 per \$100 valuation with a vote of 5-2

As part of the Infrastructure Investment Fund, discussion will include the dollar threshold for projects paid for by the Fund.

In addition, Council has requested to review the Fund Balance policy to determine if the reserve requirement for operating funds should be changed. This presentation includes a proposal by staff to phase in the minimum fund balance reserve of 30% per Council's request.

Additionally, staff is proposing changes to the capitalization of expenditures in the fixed asset categories of equipment and capital improvements.

Finally, staff is proposing to establish a policy for the write-off of uncollectable debt owed to the general government funds as well as update the write-off amounts for utility billing.

RECOMMENDATION:

Administration requests direction from City Council.

Attachments

Presentation - Financial Policies

The logo for Addison, featuring the word "ADDISON" in white, uppercase, sans-serif font inside a blue circle. The circle is positioned in the top left corner of the page. The background of the top left corner is decorated with a cluster of overlapping, semi-transparent circles in various colors including red, orange, yellow, green, and purple, all set against a light gray geometric pattern.

ADDISON[®]

Financial Management Policies

Proposed Updates
January 2017



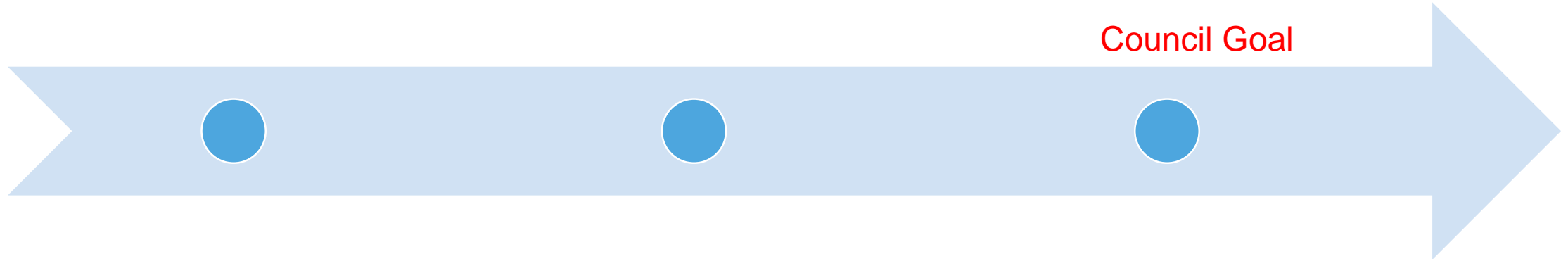
Fund Balance Policy



25% For ALL funds

30% General Fund

Council Goal

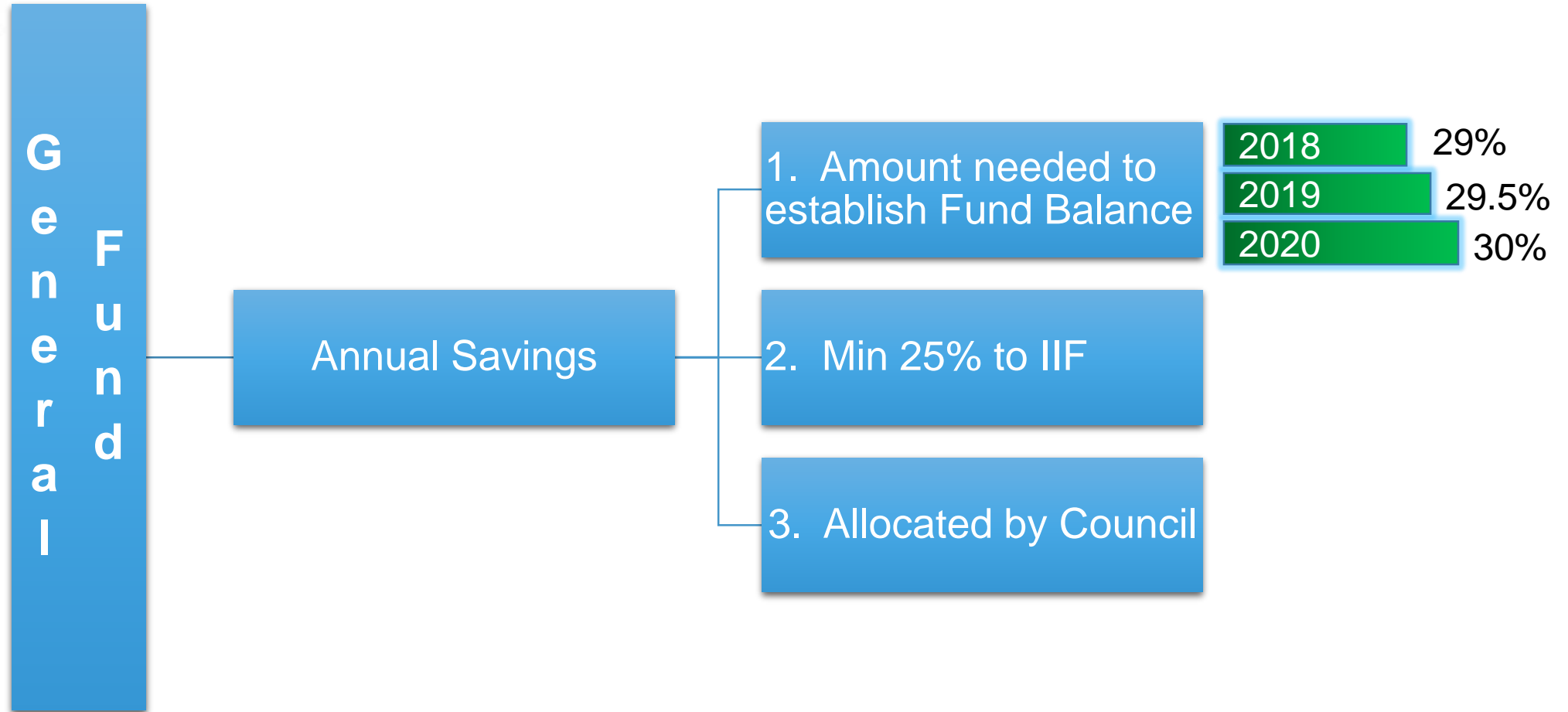


28.5% FY2017 Adopted
General Fund only

% based on Annual Operating Expenditures



Proposed Fund Balance and Savings Allocation Policy General Fund



% based on Annual Operating Expenditures

Infrastructure Investment Fund (IIF)

Proposed Fund Balance Policy Other Funds



Operational Funds

25%

Policy remains same

Includes: Utility, Economic
Development, Hotel, Airport
Stormwater, Debt Service Funds

% based on Annual Operating Expenditures

Special Revenue Funds

10%

Restricted for specific purposes

Examples: Public Safety, Court
Technology, Grants, Addison Grove

% based on annual revenues

A decorative graphic in the top-left corner consisting of several overlapping circles in various colors including red, orange, yellow, green, and purple.

Property Tax Allocation

- Council motion during budget process to specify amount the **Operations and Maintenance (O&M)** of the property tax rate to be applied to the following funds:

Infrastructure Investment

- \$0.006201 of O & M
- Fund Balance \$4.7M ending balance FY2017

Economic Development

- \$0.023716 of O & M



Infrastructure Investment Fund

- Council established this fund in FY2015 in order to set aside resources to fund pay-as-you-go capital projects:

Current Practice

- Fund projects costing \$250,000 or more

Proposed

- Council direction to staff for defining funding thresholds

A decorative graphic in the top-left corner consisting of several overlapping circles in various colors including red, orange, yellow, green, and purple.

Capital Equipment

Any **equipment** that has a cost of \$5,000 or more and a useful life of more than one year.

(Examples: city vehicles, fire truck, backhoe)

Current

- Useful life one year

Proposed

- Useful life three years

A decorative graphic in the top-left corner consisting of several overlapping circles in various colors including red, orange, yellow, green, and purple.

Capital Improvements

Any **improvement** that has a cost of \$25,000 or more and a useful life of at least ten years.

(Examples: streets, building structures, parks, etc.)

Current

- No policy

Proposed

- Cost exceeding \$25,000
- Useful life of 10 years or more

Uncollectable debt – General Fund



- On October 31st of each year amounts owed for general revenues to the Town that CFO finds uncollectible, in the amount of \$5,000, may be written off.

Current

- No policy

Proposed

- As of October 31st
- CFO can write off up to \$5,000
- City Manager can write off up to \$25,000
- Amounts greater than \$25,000 require Council approval.

Uncollectable debt - Utility

- On January 31st of each year amounts owed the Town that CFO finds uncollectible for water and sewer, in the amount of \$2,500, may be written off.

Current

- As of January 31st
- CFO can write off up to \$2,500
- City Manager can write off between \$2,500.01 and \$24,999.99
- Amounts \$25,000 or greater require Council approval.

Proposed

- As of October 31st
- CFO can write off up to \$5,000
- City Manager can write off up to \$25,000
- Amounts greater than \$25,000 require Council approval.

Proposed Changes

Staff will bring forward ordinances which reflect the changes discussed:

Policy	Proposed Change
General fund savings	Allocation of annual savings
Special revenue	10% of operating revenues
Property Tax allocations	Economic Development Fund at \$0.023716 Infrastructure Investment Fund at 0.006201
Infrastructure Investment Fund	Spending level and definition of capital project
Capital Equipment	Useful life to 3 years
Capital Improvements	Over \$25,000 and useful life 10+ years
Uncollectable Debt	CFO write off up to \$5,000, CM up to \$25,000

A decorative graphic in the top-left corner consisting of a cluster of overlapping circles in various colors including red, orange, yellow, green, and purple. The circles have a textured, geometric appearance.

Next Step

- Staff will bring Ordinances to Council for approval



Discussion



AI-2056

7.

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: City Secretary

AGENDA CAPTION:

Consider **Action To Approve The Meeting Minutes Of The January 5, 2017 Executive Session And The January 10, 2017 Regular Council Meeting.**

BACKGROUND:

The City Secretary has prepared the minutes for review and approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

January 5 2017 DRAFT Minutes

January 10 2017 DRAFT Minutes

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL EXECUTIVE SESSION

January 5, 2017

Addison Service Center, 16801 Westgrove Drive, Addison, Texas 75001

1:30 PM Executive Session

Present: Mayor Pro Tempore Arfsten; Deputy Mayor Pro Tempore Hughes;
Councilmember Angell; Councilmember Duffy; Councilmember Walden

Absent: Mayor Meier; Councilmember Wilcox

EXECUTIVE SESSION

1. Closed (executive) session of the Addison City Council pursuant to:
Section 551.072, Tex. Gov. Code, to deliberate the purchase,
exchange, lease, sale or value of real property

- **Airport Future Development Tour**

Council convened into Executive Session at 1:33 pm.

2. **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 matters discussed in Executive Session.

Council recessed from Executive Session at 2:41 pm.

No action was taken.

Adjourn Meeting

Mayor Pro Tempore- Bruce Arfsten

Attest:

City Secretary-Laura Bell

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

January 10, 2017

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

5:00 PM Executive Session

6:30 PM Work Session

7:30 PM Regular Meeting

Present: Mayor Meier; Mayor Pro Tempore Arfsten; Councilmember Angell;
Councilmember Duffy; Councilmember Walden; Councilmember Wilcox

Absent: Deputy Mayor Pro Tempore Hughes

Executive Session

1. Closed (executive) session of the Addison City Council pursuant to:
Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to
 - **4800 Airport Parkway**
 - **Release of TMRS Retiree Report**
 - **Complaint By Former Employee**
 - **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**
 - **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial Court, Dallas, County**
 - **Scott Damon Richardson v. Allan Scheick and County of Dallas a/k/a, d/b/a Dallas County, Inc. and John Doe 1-5 as yet to be discovered and Jane Doe 1-5 as yet to be discovered, Cause No. 3:16-CV-3316-K-BN, United States District Court, Northern District of Texas, Dallas Division**

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, or value of real property, pertaining to

- **Potential Development at Southeast Quadrant Of Addison Airport**

- **Resolution Authorizing the City Manager to execute a Letter of Intent and negotiate a ground lease with a joint venture between Business Aviation Group and McClurg Century Investments**

Council convened into Executive Session at 5:00 pm.

Reconvene from Executive Session

2. **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 recessed from Executive Session at 7:01 pm. Mayor Pro Tempore Arfsten made a motion approving a resolution authorizing the City Manager to execute a Letter of Intent and negotiate a ground lease with a joint venture between Business Aviation Group and McClurg Century Investments for the Southeast Quadrant of the Addison Airport. Councilmember Dale Wilcox seconded the motion. The vote was cast 6-0 in favor of the motion. Deputy Mayor Pro Tempore Hughes was absent.

Council reconvened into Executive Session at 9:38 pm.

Council recessed from Executive Session at 10:10 pm. Mayor Pro Tempore Arfsten made the motion, "I move that Wes Pierson be the Town's designated representative in the mediation for the Landmark lawsuit and that Mayor Todd Meier participate in the mediation on behalf of the City Council." Councilmember Wilcox seconded the motion. The vote was cast 6-0 in favor of the motion. Deputy Mayor Pro Tempore Hughes was absent.

WORK SESSION

3. Present And Discuss **The Purpose And Proposed Process For An Asset Management Plan For The Town Of Addison.**

Director of Infrastructure and Development Services Lisa Pyles presented the item to Council. Ms. Pyles presented the information regarding the Asset Management project that will begin soon. This project will be an analysis and inventory of all the Town's fixed assets. These assets would include buildings, property, vehicles, equipment, airport, utilities, streets, etc. Ms. Pyles stated this is a project that is very important to the Town. In order to budget the funds needed to replace these assets accordingly, staff must first know what assets the Town has. This will be an ongoing project after the initial inventory. Maintenance and reevaluation will be done to assure the most up to date information is on hand.

Council discussed the long-term nature of this project. Council also discussed how critical assets are determined. Ms. Pyles stated that critical government services are also critical assets. These are assets that need to be in functioning order for the municipality to operate, i.e. water for homes, fire and police services, streets to drive on, etc. This evaluation will be both an objective and subjective evaluation.

City Manager Wes Pierson stated a portion of the evaluation is defining the service levels. There is an analysis of risk factors for each asset also.

Councilmember Wilcox asked if staff had talked to other cities who have done this evaluation and if it's cost effective to do the project or if it is easier to do this project within departments first rather than all of the Town's assets.

Mr. Pierson stated it is the intention to take care of these assets to staff's best ability and minimize the life-cycle costs associated with the assets. Mr. Pierson stated he would prefer to tackle maintaining these assets strategically which this plan will allow staff to do. Mr. Pierson stated he would recommend taking this project on comprehensively and it will benefit the Town more in the long run.

Council agreed this project will help with funding levels for many of the long-term, long-range capital expenses that may come in the future. Council agreed that due to the large volume of work involved this will be a multi-year project but agreed it is necessary for strategically planning the service level needs of the community in the future.

This item was discussed after the Consent Agenda vote.

Councilmember Wilcox stated he would like the Council to consider adding requirements to the Housing Policy that would require any new development both apartments and single family homes to install high speed internet capabilities or at a minimum install the conduit to accommodate that by a private sector provider.

Mayor Meier agreed with that recommendation. Mayor Meier asked if staff would be able to explore the capability to do this.

City Manager Wes Pierson stated that staff could research the possibility and see if there is the ability to require it as a standard. Mr. Pierson stated staff would have to be brought up to speed on what the Town can require and then brief Council from there.

Councilmember Wilcox stated he understood that a municipality cannot operate as an internet service provider but could provide fiber and put in requirements for conduit that would accommodate the future utility. Councilmember Wilcox stated he would suggest to make that part of the responsibility of the developers. He further stated he wanted to make it as easy as possible for an internet service provider to provide services to the new residents.

Mr. Pierson stated staff could look into what the Town could do to encourage developers to enhance technology in new developments.

Councilmember Wilcox stated that he would like to strongly encourage or require these enhancements. Councilmember Wilcox stated another item he would like to explore is the ability for the Town to prohibit overcrowding of residences, apartments or single family. Councilmember Wilcox stated he was not certain what the latitude was to prevent the situation and that it might be a policing or code enforcement issue. Councilmember Wilcox stated the third item he would like to see is the capability to insist that developers realize that Council's preference is for high quality residential developments. Councilmember Wilcox stated all properties have a life-cycle and he believed that if the project is started with high grade standards, the product will take longer to degrade. Councilmember Wilcox stated he would like to see those high standards incorporated into the Housing Policy.

Mayor Meier stated he agreed with Councilmember Wilcox's statements. Mayor Meier stated that the Council and staff worked with outside consultants and had community sessions for citizen

input to develop the current policy. Mayor Meier stated he would hope that the current policy was the building block 101 and the new enhancements would build upon that base already in place. Mayor Meier asked Mr. Goff is there were standards currently in place that would address the overcrowding issue that Councilmember Wilcox presented.

Mr. Goff stated that a provision in the Building Code addresses the overcrowding issue but that the code is very liberal and hard to enforce. The issue would be something staff would have to figure out how to enforce correctly without having unintended results.

Mr. Goff stated the high standards have been in place for quite some time. He stated the standards for all properties are high and new standards are brought forward with new developments as seen in the Addison Grove development. Mr. Goff stated the standards may not necessarily belong in the policy statement but could look into incorporating them into the zoning standards in the future.

Mr. Goff made a short presentation to Council with a refresher on how the proposed amendments came to be and the direction from Council to staff at the September 29, 2016 meeting.

Mr. Pierson stated the amendments were brought forward as directed by Council with the specific language Council agreed upon unanimously at the September 29, 2016 meeting. If Council would like to change the wording, that would be possible but staff is doing as the Council directed.

Mayor Meier stated the advantage of the delay in making a decision is the time to think about the changes and get feedback from the community. Mayor Meier stated he felt the last paragraph was not necessary and the Town could get the developments needed without the guidelines in the last paragraph.

Councilmember Angell stated he was glad to see the words "highest and best use" and "exceptional" in the policy. Councilmember Angell stated he felt these words were critical to the policy.

With no other discussion, the Mayor ended the Work Session and moved to Item #9 on the Regular Agenda to consider action on the policy.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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.

Neil Hewitt, 5756 Park Place, spoke regarding removing the stop signs and replacing them with a pedestrian actuated flasher system at Les Lacs Drive and Beltway Drive.

Jay Ihrig, 3757 Chatham Court, spoke in favor of the stop signs at Les Lacs and Beltway Drive.

Patricia Adkins, 3769 Chatham Court, spoke in favor of the stop signs at Les Lacs and Beltway Drive.

Roxanne Hayward, 3761 Chatham Court, spoke in favor of the stop signs at Les Lacs and Beltway Drive.

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.

Mayor Pro Tempore Arfsten moved to approve Items 6,7 & 8 as submitted. Councilmember Duffy seconded the motion. The vote was cast 6-0 in favor of the motion. Deputy Mayor Pro Tempore Hughes was absent.

6. Consider **Approval Of The December 13, 2016 Regular Meeting Minutes.**
-

7. Consider **Action On A Resolution Approving An Amended Separation Agreement With The City Manager.**

-
8. Consider Action On A **Resolution Approving An Interlocal Mutual Aid Agreement Between And Among The North Central Texas Participating Local Governments In The Public Works Emergency Response Team.**
-

Regular Items

9. Present, Discuss And Consider Action On A **Resolution Adopting A Revised Housing Policy For The Town of Addison.**

After the Work Session discussion on this item, the Council moved to Item #9.

Mayor Meier moved to table Item #9 to allow Deputy Mayor Pro Tempore Hughes an opportunity to participate in the discussion. Councilmember Wilcox seconded the motion.

Councilmember Duffy stated there have been several discussions on this item and Deputy Mayor Pro Tempore Hughes had voiced his concerns and opinions several times.

Council voted 2-4 against the motion. Mayor Meier and Councilmember Wilcox voted for and Councilmembers Angell, Walden, and Duffy and Mayor Pro Tempore Arfsten voted against. Deputy Mayor Pro Tempore Hughes was absent.

Mayor Meier made a motion to retain the current housing policy without the amendments proposed. Councilmember Wilcox seconded the motion.

Mayor Pro Tempore Arfsten stated that the amendments were discussed for over an hour at a meeting in September. Mayor Pro Tempore Arfsten stated that the amendments were discussed and agreed upon by the entire Council.

Mayor Meier stated he received feedback from citizens regarding the policy. Mayor Meier stated he felt it was clear that the citizens of Addison did not want any additional apartments.

Mayor Pro Tempore Arfsten stated he did not see the new policy allowing that to happen necessarily.

Mayor Meier stated that he felt it was convenient the AMLI project was slated for the next Planning & Zoning Commission meeting. Mayor Meier stated he felt this new policy would allow the apartments to be approved more easily than in the past.

The Council voted on the motion 2-4 against the motion. Mayor Meier and Councilmember Wilcox voted for and Councilmembers Angell, Walden, and Duffy and Mayor Pro Tempore Arfsten voted against. Deputy Mayor Pro Tempore Hughes was absent.

Mayor Meier stated he moved to amend the first paragraph of the housing policy where it stated "is unlikely to be approved" to "will not be approved." Councilmember Wilcox seconded the motion.

Mayor Pro Tempore Arfsten stated that the Council spent over an hour discussing the changes as proposed and everyone agreed. Mayor Pro Tempore Arfsten stated he didn't see a need to change what was agreed upon previously.

Mayor Meier stated he had received feedback from the community and had heard that the community does not want a policy that allows more apartments in Addison.

Mayor Pro Tempore Arfsten stated the policy changes were not only for apartment development. Mayor Pro Tempore Arfsten stated the new guidelines would allow staff the latitude to look at an exceptional project that may come to the Town and allow the opportunity to bring that project to P&Z and the Council.

Mayor Meier stated that he was skeptical that the new amendments wouldn't allow only new apartments when the AMLI proposal was set to come to P&Z Commission in the next month after this policy was set to be put in place. Mayor Meier stated he didn't know information in September that has helped formed his opinion now.

Mayor Pro Tempore Arfsten stated that the City Manager has stated the policy in its current form does not allow staff to bring forward any apartment-only rezoning projects.

City Manager Wes Pierson stated that was correct. Mr. Pierson stated staff would not bring forward any project that is not in compliance with the Housing Policy as stated.

Mayor Pro Tempore Arfsten asked Mr. Pierson if a property was not conducive to a mixed use development but an exceptional project and the highest and best use would be apartments for the property,

staff would not bring it forward for consideration.

Mr. Pierson stated that he would not suggest staff bring the case forward when it is known that it is not supported by Council because it puts the staff in a position contrary to the policy.

Mayor Meier stated in the past the staff would hold Work Sessions to gauge the interest of Council in a project. Mayor Meier stated these conversations would help staff know if a project was not able to move forward or could move forward with some work. Mayor Meier stated he felt that was a good template to use then and still is a good template now.

Mayor Meier stated he would like to see the community involved in the amendment process as they have been involved in creating the policy in the past. Mayor Meier stated he would like to continue requesting guidance provided by the citizens.

Mayor Meier repeated the motion to keep the Housing Policy as stated without the amendments proposed. Councilmember Wilcox had seconded the motion earlier. The vote was cast 2-4 against the motion. Mayor Meier and Councilmember Wilcox voting for and Councilmember Angell, Walden and Duffy and Mayor Pro Tempore Arfsten voting against. Deputy Mayor Pro Tempore Hughes was absent.

Councilmember Walden moved to approve Item #9 as submitted. Councilmember Duffy seconded the motion.

Mayor Meier requested clarification if the motion included the amendments directed by Council. Councilmember Walden stated the motion did and amended his motion to include the amendments previously voted on and approved by Council 7-0. Councilmember Duffy seconded again.

Mayor Meier stated he wanted to state his disagreement with the proposed amendments. Mayor Meier stated he believed the new amendments would allow more apartments and he believed the community should have more input in the changes to be made.

The vote was cast 4-2 in favor of the motion. Councilmembers Angell, Walden and Duffy and Mayor Pro Tempore Arfsten voting for and Mayor Meier and Councilmember Wilcox voting against. Deputy Mayor Pro Tempore Hughes was absent.

10. Present, Discuss, And Consider Action On A **Resolution Approving A Contract With Flowline Construction, Inc., For The Construction of The Vitruvian Phase 5 Public Infrastructure** In The Amount Of \$3,823,868.

Assistant Director of Infrastructure Jason Shroyer presented the item to Council. Mr. Shroyer stated the item would approve Flowline to complete construction of the public infrastructure improvements for The Vitruvian Phase 5.

Mayor Pro Tempore Arfsten asked Mr. Shroyer if the construction services portion of the project would be completed within the budgeted amount. Mr. Shroyer stated that the budget total was for the full project which includes design services, materials testing, contract management, construction services and project management but he anticipated that the total spent would still come in under the budgeted amount.

Mayor Pro Tempore Arfsten moved to approve Item #10 as submitted. Councilmember Walden seconded the motion. The vote was cast 6-0 in favor of the motion. Deputy Mayor Pro Tempore Hughes was absent.

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11. Hold A Public Hearing, Discuss, And Consider Action On An **Ordinance Rezoning The Property Located At 15099 Midway Road, At The Southwest Corner At The Intersection Of Belt Line Road And Midway Road, Which Is Currently Zoned LR, Local Retail, By Amending An Existing Special Use Permit For A Restaurant And An Existing Special Use Permit For The Sale Of Alcoholic Beverages For On-Premises Consumption Only In Order To Approve A Revised Site Plan Including An Outdoor Patio**. Case 1740-SUP/Starbucks.

Assistant Director of Development Services Charles Goff presented the item to Council. Mr. Goff stated the Planning and Zoning Commission voted to recommend approval of an ordinance changing the zoning on property located at 15099 Midway Road, which is currently zoned LR, Local Retail, by amending an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to approve a revised site plan including an outdoor patio, subject to no conditions.

Mayor Pro Tempore Arfsten stated his concern about the back up of traffic to get into the Starbucks off of Midway.

Mayor Meier stated he sat on P&Z when the original approval was done. Mayor Meier stated without the entry restrictions on Belt Line, the traffic backup would be worse. Mayor Meier asked if the parking lot of Nate's could be used to stack the drive through lane for Starbucks.

Mr. Goff stated that staff and the Fire Department had offered to help with the conversations between the two owners to try to come to an agreement to help the traffic flow better at the location.

Mayor Pro Tempore Arfsten stated he would like to see something happen to help the traffic flow. Mayor Pro Tempore Arfsten stated the interference was very dangerous.

Mayor Meier stated he felt something needed to be done for the overall safety of the corner.

Council discussed traffic remedies to help the back up on the corner. Council discussed if restrictions on traffic flow could be placed on the site.

City Attorney Brenda McDonald stated that any restrictions would have to be included in a zoning ordinance and done during the rezoning of the site.

Mayor Meier opened the public hearing.

Sheila Barkofske, 4130 Proton Drive, spoke regarding the traffic. Ms. Barkofske stated her concern for the safety of a police officer if they were placed on site for traffic control.

There were no other speakers. Mayor Meier closed the public hearing.

Mr. Chris Osborne, architect for the project, spoke regarding the changes Starbucks made for the site and the traffic issues the site presents.

Council discussed the need for traffic control and urged the applicant to speak to the owners of Nate's Seafood to try to work out a plan for cycling the traffic through the adjoining parking lot in the morning rush.

Councilmember Duffy moved to approve Item #11 as submitted. Councilmember Walden seconded the motion. The vote was cast 6-0 in favor of the motion. Deputy Mayor Pro Tempore Hughes was

absent.

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12. Hold A Public Hearing, Discuss And Consider Action On An Ordinance Rezoning The Property Located At 5026 Addison Circle, On The South East Corner Of Addison Circle And Lewis Place, Which Is Currently Zoned, UC, Urban Center, By Amending An Existing Special Use Permit For A Restaurant And An Existing Special Use Permit For The Sale Of Alcoholic Beverages For On-Premises Consumption Only In Order To Approved A Revised Site Plan Including An Outdoor Patio, And To Approve A New Special Use Permit For The Sale Of Beer And Wine For Off-Premises Consumption. Case 1749-SUP/Skinny Pizza.

Assistant Director of Development Services Charles Goff presented the item to Council. Mr. Goff stated the Planning and Zoning Commission voted to recommend approval of an ordinance changing the zoning on property located at 5026 Addison Circle, which is currently zoned UC, Urban Center, by amending an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to approve a revised site plan including an outdoor patio, and by approving a new Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to the following condition: should the license agreement for the use of the public right-of-way be adjusted to reduce the area available for private use, then the site plan is automatically adjusted to encompass the new licensed area. In either scenario, the patio furnishings shall be reduced accordingly as approved by the Town's Zoning Administrator.

Mayor Meier asked about the beer and wine take out portion of the case and what prevents the restaurant from being just a beer and wine take-out location.

Mr. Goff stated the restaurant is bound by the restrictions imposed by the TABC and the restrictions will prohibit that from happening.

Councilmember Duffy asked if a stipulation could be put in the motion to require all beer and wine orders to include food.

City Attorney Brenda McDonald stated that the TABC code pre-empt's the local codes.

Council discussed other locations with beer and wine permits that

were allowed to take the alcohol off-premise.

Mayor Meier opened the Public Hearing.

Joe Chow, 15750 Spectrum Drive, stated to clarify the question the Council brought up regarding opened containers of alcohol being taken off-premise. Mr. Chow stated that Mercy Bar was allowed to have the customer take the bottle sold with them after opening and drinking at the establishment. Mr. Chow stated the bottle could not be bought and taken with the customer without opening at the establishment first.

Mayor Meier closed the Public Hearing.

The applicant stated the restaurant is first a food establishment and all guidelines and laws within the TABC code will be adhered to at the location. The applicant stated the restaurant is set to open on January 23, 2017.

Mayor Pro Tempore Arfsten moved to approve Item #12 with the P&Z stipulation as stated. Councilmember Angell seconded the motion. The vote was cast 6-0 in favor of the motion. Deputy Mayor Pro Tempore Hughes was absent.

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13. Present, Discuss And Consider Action On A **Resolution Approving A License Agreement Between The Town And JFK Holdings, LLC D/B/A Skinny Pizza AC, And Authorizing The City Manager To Enter Into A License Agreement With Same Entity For The Use Of A Portion Of The Public Sidewalk Within The Public Right-Of-Way Adjacent To 5026 Addison Circle For An Outdoor Patio.**

Assistant Director of Development Services Charles Goff presented the item to Council. Mr. Goff stated this item was to approve the agreement for the applicant to use the patio which includes part of the city right-of-way. Mr. Goff stated this agreement complies with all the standards in the policy as adopted.

Councilmember Angell moved to approve Item #13 as submitted. Councilmember Walden seconded the motion. The vote was cast 6-0 in favor of the motion. Deputy Mayor Pro Tempore Hughes was absent.

14. Present, Discuss And Consider Possible Action Regarding The **Role Of The City Council In The Consideration And/Or Approval Of Severance Agreements Between The Town Of Addison And Town Employees.**

Council discussed implementing a plan for reporting severance agreements between the City Manager and Council when executed by the City Manager. Council agreed that the City Manager should report the severance agreements and agreed upon amounts back to Council. Council questioned if a certain amount threshold should be established for this reporting.

City Manager Wes Pierson stated that any severance agreement exceeding his signing authority or \$50,000 would come to Council for approval, as is normal practice. Mr. Pierson also stated that there are also separation arrangements that can be done within the City Manager authority and has been done accordingly in the past.

Mayor Meier stated that if the City Manager reported these separation or severance agreements Council in a timely fashion, a threshold amount for reporting may not be necessary at this time.

City Attorney Brenda McDonald stated that the Council could not discuss these agreements in Executive Session as the employees in question would be former employees and those discussions do not meeting the requirements needed for discussion under Executive Session guidelines. The discussions would have to pertain to current employees.

Mr. Pierson stated that he agreed with the Council direction but made it clear to Council that the lines of authority for both Council and the City Manager are equally respected.

Mayor Meier moved to require the City Manager to communicate with the City Council separation or severance agreements made with current employees in a timely manner. Councilmember Wilcox seconded the motion. The vote was cast 6-0 in favor of the motion. Deputy Mayor Pro Tempore Hughes was absent.

Adjourn Meeting

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.

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

AI-2030

8.

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Action On A **Resolution To Approve An Agreement Between The Town Of Addison And Garver LLC For Airport On-Call Engineering Services And Authorize The City Manager To Execute The Agreement In An Amount Not To Exceed \$100,000.**

BACKGROUND:

Through a Request for Qualifications selection process administered by the TxDOT Aviation Division in 2013, the Town of Addison selected Garver LLC as the Addison Airport Engineer of Record to provide engineering design services for all grant funded airport capital projects. From time-to-time, however, there is a need for engineering services for projects that are not eligible for grant funding. Staff is recommending that Garver LLC provide these on-call services as well since they are the current Engineer of Record and have provided outstanding engineering service to the airport.

Under the terms of the on-call agreement that has been reviewed and approved by both Garver LLC and the city attorney and is attached hereto, Garver LLC will provide engineering services on a work order basis, the scope and cost of which will be agreed upon in advance of the work being performed. A sample Work Order form is attached as Appendix B in Exhibit A in the attached resolution. The terms of the on-call services agreement will be incorporated in each work order. The agreement amount is not to exceed \$100,000 and is budgeted for in the Airport operating budget and will expire September 30, 2017. The agreement can be terminated for any reason upon delivery of written notice to Garver LLC.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Garver Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH GARVER, LLC FOR ADDISON AIRPORT ON-CALL SERVICES FOR THE 2017 FISCAL YEAR, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Master Agreement for Professional Services between the Town of Addison, Texas and Garver, LLC for Addison Airport On-Call Services for the 2017 fiscal year, attached hereto as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement and utilize the services contemplated therein by approving work orders under the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 24th day of January, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
Addison Airport On-Call Services
Town of Addison, Texas
Project No. 14081104**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made as of the Effective Date (as set forth above the signatures by the parties to this Agreement) by and between the **Town of Addison, Texas**, hereinafter sometimes referred to as "Client," and **GARVER, LLC**, an Arkansas limited liability company, hereinafter referred to as "GARVER" (Client and GARVER are sometimes referred to herein together as the "parties" and individually as a "party").

The Client desires to hire Garver to provide professional engineering and planning services related to Addison Airport, and Garver desires to provide such services to the Client.

Now, therefore, the Client and GARVER in consideration of the mutual covenants in this Agreement, do hereby agree as set forth in this Agreement. GARVER shall not begin work on or provide any Services or any other work or services under or in connection with this Agreement until Client, from time to time, directs GARVER in writing to proceed.

SECTION 1-SERVICES OF GARVER

The Client agrees to engage GARVER, and GARVER agrees to provide to and perform for Client, professional Services (as defined in Section 2 of this Agreement) in connection with the proposed improvements as stated in this Agreement. These Services will conform to the requirements and standards of the Client, and conform to and be conducted in a manner consistent with the standards of practice ordinarily used by, and that level of care and skill ordinarily exercised by, reputable members of the engineering (GARVER's) profession practicing then currently practicing in Dallas County, Texas and under similar conditions. GARVER's Services consist of that work and services performed by GARVER and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants. For having rendered such Services, the Client agrees to pay GARVER compensation as stated in and in accordance with the sections to follow.

In connection with this Agreement and the Services to be provided by Garver pursuant to this Agreement:

- A. GARVER represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation.
- B. GARVER and Client agree and acknowledge that Client is entering into this Agreement in reliance on GARVER's professional abilities with respect to performing the Services described herein.
- C. GARVER shall perform the Services set forth in this Agreement in accordance with all applicable laws, statutes, ordinances, regulations, codes, standards, policies, orders, and rules of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement and in accordance with the standard of care set forth herein.

GARVER shall perform all Services in a timely and professional manner, utilizing at all times an

EXHIBIT A



economical and expeditious manner for performing such Services consistent with the standards set forth herein and shall cause all subcontracted Services to be similarly undertaken and performed. GARVER shall re-perform and otherwise remedy any Services provided by or for GARVER (including any subcontracted Services) not meeting or satisfying the standard of care set forth herein without additional compensation.

Notwithstanding Client's review, approval or acceptance of any Services, and including any drawings, plans, documents, designs, materials, reports, proposals, records, specifications, deliverables, or any other work product prepared by or for GARVER under or in connection with this Agreement (collectively, "Drawings"), GARVER represents that such Services, including any Drawings: (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of GARVER's knowledge, information and belief as an engineer, be free from material error. In accordance with the standard of care set forth herein, GARVER agrees that it shall not recommend unsuitable materials in connection with any of its Services. If the design delivered by GARVER should be defective or have errors, GARVER will assume sole responsibility for any damages, losses, claims, or expenses to the extent caused by the same.

Approval or acceptance by Client of any Services provided by or for GARVER, and including any Drawings, shall not constitute nor be deemed a release of the responsibility and liability of GARVER, its owners, officers, managers, employees, subcontractors, and consultants for the accuracy and competency of the same (and GARVER shall be and remain liable to Client for all damage caused by GARVER's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement), nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by Client for any defect, error or omission in the same, it being understood that Client at all times is relying on GARVER's skill and knowledge in preparing and providing the Services, including Drawings.

GARVER shall be wholly and solely responsible for the Services provided by any owner, officer, manager, employee, representative, agent, consultant, contractor or subcontractor of GARVER.

SECTION 2 - SCOPE OF SERVICES

Scope of Services to be provided and performed by GARVER under this Agreement are and will be further described in each Work Order (as defined in the following paragraph) (the "Services"), which Appendix is incorporated into and made a part of this Agreement.

GARVER will perform professional Services as requested by the Client from time to time. The terms of each work assignment or project for which Services are to be provided will be defined and agreed upon by the Client and GARVER and represented in the form of a written Work Order ("Work Order," the form of which is attached to this Agreement as Appendix B and incorporated herein). The terms, conditions, and provisions of this Agreement shall be applicable to each Work Order. The Services to be provided by GARVER in a Work Order are sometimes referred to in this Agreement as a "project."

SECTION 3- PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Client will pay GARVER a lump sum and/or on an hourly rate basis, to be defined in each Work Order. Hourly rates for the Services (identified by classification) are set forth in Appendix A to this Agreement and incorporated herein. Those hourly rates are in effect as of the Effective Date and may be increased by GARVER one time during the first year of this Agreement, with written notice of such increase (if any) to be given to

EXHIBIT A



Client by no later than May 1, 2017 and such increase (if any) to take effect on June 1, 2017. In subsequent years, the hourly rates may be increased one time, with notice of an increase (if any) to be given to Client not later than May 1 of the applicable year and such increase (if any) to be effective upon June 1 of the applicable year. Any increase in hourly rates shall not exceed five percent (5%) of the hourly rates then in effect under this Agreement.

If any payment due GARVER under this Agreement that is not in dispute is not received by GARVER within 60 days after the date of Client's receipt of Garver's invoice (together with any materials in support of the invoice), GARVER may elect to suspend Services under this Agreement and any Work Order pertaining to the invoice without penalty or liquidated damages assessed from the Client.

The Client will pay GARVER on a monthly basis, based upon statements (invoices) submitted by GARVER to the Client indicating the Services performed and accomplished for each Work Order during the immediately prior month. Each statement shall be submitted to Client no later than the 10th day of each month, and shall, among other things, (i) describe the Services performed, (ii) identify the personnel of GARVER providing Services, the number of hours (or portion thereof) of Services provided by each such person, and the then current hourly billing rates for each such person, (iii) show the sum of all prior payments under this Agreement and the particular Work Order for which the Services have been provided, (iv) include an itemized statement of reimbursable expenses incurred (if any), and (v) if requested by Client, copies of receipts (or other documentation) to verify the accuracy of the statement. Payments not in dispute that are not received within 60 days after the date of Client's receipt of invoice will be subject to a one percent monthly simple interest charge or such other amount as may be provided by State law. GARVER shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of Client's termination of this Agreement or suspension of the Services.

Expenses other than salary costs that are directly attributable to performance of GARVER's professional services will be billed as follows:

1. Actual direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses (however, no travel outside of Dallas County, Texas shall be eligible for payment or reimbursement unless GARVER has, prior to any such travel, submitted to Client the costs and received the Client's written consent for the same).
2. Actual direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. \$100 per month for each month computer design/modeling software is utilized.
5. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
6. \$20 per hour for GPS survey equipment use.
7. \$20 per day for traffic counter equipment use.
8. [Additional items if applicable.]

Notwithstanding any other provision of this Agreement, the total amount to be paid to GARVER under this Agreement shall not exceed \$100,000. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

In addition to the fees described above, for geotechnical Services, the Client will pay GARVER an amount submitted by GARVER and approved by Client prior to GARVER incurring any such amount or fees. The fee for Geotechnical Services will be negotiated with a geotechnical consultant selected on a project-by-project basis, as a subconsultant to GARVER. The amount billed will include a 10 percent administrative markup.

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In addition to the fees described above, for Property Record Research, the Client will pay GARVER an amount submitted by GARVER and approved by Client in writing prior to GARVER incurring any such amount or fees. The fee for Property Record Research will be negotiated with a property research consultant, as a subconsultant to GARVER. The amount billed will include a 10 percent administrative markup.

As directed by the Client, some billable work may have been performed by GARVER prior to the Effective Date of this Agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Client.

Notwithstanding any provision of this Agreement to the contrary, Client shall not be obligated to make payment to GARVER hereunder if:

1. GARVER is in default of any of its obligations under this Agreement, any Work Order, or any other documents in connection with the Services (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any Services which are not performed in accordance with this Agreement;
3. GARVER has failed to make payment promptly to subcontractors or consultants or other third parties used by GARVER in connection with the Services for which the Client has made payment to GARVER; or
4. If Client, in its good faith judgment and after consultation with GARVER, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services under this Agreement and/or any Work Order, no additional payments will be due GARVER hereunder unless and until GARVER performs a sufficient portion of the Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Services.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Client in writing, the Client will pay GARVER, for time spent on the work, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel at amounts and in accordance with processes as may be agreed to by GARVER and Client. The rates shown in Appendix A may be increased annually as set forth in this Agreement, with such increase, if any, effective on or about June 1 of the applicable year (and the first such increase, if any, being effective on June 1, 2017).

SECTION 4- OWNER'S RESPONSIBILITIES

In connection with this Agreement, the Client's responsibilities shall include, but not be limited to, the following:

1. Review and consideration of all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public (Client owned or controlled) and private lands as required for GARVER to perform necessary preliminary surveys and other

EXHIBIT A



investigations; but as to private lands, Client will use its reasonable efforts to make such provision and will not be required to expend any funds in doing so.

3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed Services as may be in the possession of the Client. Such documents or data will be returned upon completion of the Services or at any other time at the request of the Client.
4. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
5. Paying all plan review and advertising costs in connection with the project.
6. Client will not hire any of GARVER's employees during performance of this Agreement and for a period of one year beyond completion of this Agreement.
7. Furnishing GARVER a current geotechnical report for the proposed site of construction, if the Client has a current geotechnical report. GARVER will coordinate with the geotechnical consultant, the Client has contracted with, on the Client's behalf for the information that is needed for the project.

SECTION 5- MISCELLANEOUS

5.1 Instruments of Service

All Drawings shall be, belong to, and remain the sole property of Client for Client's exclusive use or re-use at any time without further compensation and without any restrictions. Without limiting the foregoing or any other provision of this Agreement, Client shall have the right to use the same for the purpose of completing the project for which the Drawings were prepared. Should Client use the same for modifications or extensions of the project for which the Drawings were prepared or on any other project without GARVER's written consent to such use, Client does so at its own risk. Upon completion of the Services, at the time of any earlier termination of this Agreement, or at any time at the request of Client, GARVER shall promptly provide all such Drawings to Client. Provided, however, GARVER shall not be liable for any errors or omissions contained in any Drawings which are incomplete as a result of a suspension or termination where GARVER is unable, because of such suspension or termination, to complete such Drawings.

GARVER's Drawings consist of the printed hard copy reports, drawings, and specifications issued pursuant to the provision of its Services; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Client, GARVER will furnish to the Client both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Client's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Client.

GARVER agrees to and does hereby grant and assign to Client all intellectual property rights (whether copyright or otherwise) in and to all Drawings in which GARVER may have a copyright or other intellectual property interest, and to all Drawings as to which GARVER may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Without limiting any

EXHIBIT A



other provision of this Agreement, GARVER represents that Client's use of such Drawings will not infringe upon any third parties' rights and GARVER will indemnify and protect Client from any infringement claims arising from Client's use of any Drawings.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the methods of determining prices by a contractor that performs construction work pursuant to any Drawings, or over competitive bidding or market conditions, GARVER's estimates of costs and construction costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry in Dallas County, Texas; but GARVER cannot and does not guarantee that proposals, bids or actual total construction project or construction costs will not vary from estimates prepared by GARVER.

The Client understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Client, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, if such facilities are not located and marked by a utility company, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. GARVER will subcontract with a company specializing in locating underground utilities (subject to Client's consent) and will pass the direct cost plus 10 percent from the locating company to the Client. GARVER will survey the locations marked by the locating company and the utility owners. GARVER will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners, nor will GARVER be liable for costs incurred by the Client due to incomplete or inaccurate utility markings.

5.4 Insurance

At all times in connection with this Agreement, GARVER shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

- A. Worker's Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- B. Commercial Automobile Liability at minimum combined single limits of \$500,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- C. Commercial General Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and contractual liability (covering, but not limited

EXHIBIT A



to, the indemnity obligations set forth in this Agreement).

D. Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from acts, errors and omissions in the performance of professional services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

With reference to the foregoing insurance, GARVER shall specifically endorse applicable insurance policies as follows:

- A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
- C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
- D. All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.
- E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance (but excluding cancellation for non-payment of premium, but in such event Garver shall notify the Town of Addison in writing at least 30 days prior to cancellation of insurance for non-payment of premium).
- F. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the execution of this Agreement (and updated as needed), and shall contain provisions representing and warranting the following:

- A. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

EXHIBIT A



- B. Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Upon request, GARVER shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

5.5 Records

GARVER will retain all pertinent records relating to this Agreement for a period of four (4) years beyond completion of its provision of Services and the completion of construction by a contractor that performs construction work pursuant to any Drawings (and this obligation shall survive the expiration or termination of this Agreement). GARVER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Client and Client's representatives may have access to such records during normal business hours at a location within Dallas or Collin County, Texas, including to audit or inspect the same.

The FAA, Client, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription.

After completion of each work assignment for Services, and prior to final payment thereof, GARVER shall deliver to the Client all original documentation and Drawings prepared under this Agreement, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Client does not have proper storage facilities for the protection of the original Drawings, the Client may request GARVER to retain the Drawings with the provision that they will be made available upon written request.

5.6 GARVER's Indemnity Obligation

In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, GARVER agrees to FULLY DEFEND, INDEMNIFY and HOLD HARMLESS Client and Client's elected and appointed officials, its officers, employees, agents, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "Client Persons" and each being a "Client Person"), from and against any and all damages, including but not limited to damages for, related to, or arising out of injuries (including but not limited to death), losses, expenses, liability, penalties, proceedings, judgments, actions, demands, causes of action, suits, harm, and costs (including reasonable attorneys' fees and costs of defense), of any kind or nature whatsoever, made upon or incurred by Client or by any other Client Persons, whether directly or indirectly, (collectively, "Claims"), that are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by GARVER or by GARVER's employee, or GARVER's agent, consultant under contract, or another entity over which GARVER exercises control (GARVER's employee, agent, consultant under contract, or such other entity being, collectively, "GARVER Persons").

SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF A CLIENT PERSON. However, when Claims

EXHIBIT A



arise out of the co-negligence or other co-liability of Client or other Client Person and GARVER or any GARVER Persons, GARVER's liability under this Section shall be reduced by that portion of the total amount of the Claims (excluding attorneys' fees and costs incurred in defense of Claims) equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence. Likewise, in such instance, GARVER's liability, if any, for Client Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence.

GARVER shall promptly advise Client in writing of any claim or demand against Client or any other Client Person, GARVER, or GARVER Person related to or arising out of GARVER's activities under this Agreement and shall see to the investigation and defense of such claim or demand. Client Persons shall have the right, at Client Persons' option and at own expense, to participate in such defense without relieving GARVER of any of its obligations hereunder. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect (including, without limitation, for violating Section 271.904(a), Tex. Loc. Gov. Code, or Section 130.002(b), Tex. Civ. Prac. & Rem. Code), such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

5.7 Design without Construction Phase Services

Unless otherwise stipulated in Work Orders, it is understood and agreed that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. If GARVER is not retained by Client to provide any of such construction phase services, then as between GARVER and Client, the Client assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER for such interpretation and for such construction observation and supervision.

If the Client requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then such services shall be addressed in a separate agreement between the parties or as an amendment to this Agreement and shall be considered as Additional Services.

5.8 Hazardous Materials

Nothing in this Agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. If GARVER, in providing the Services, encounters any hazardous materials or suspected hazardous materials, GARVER will promptly notify Client of the same and discontinue its Services in the affected area in order to permit testing and evaluation.

EXHIBIT A



5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and GARVER agree that all disputes between them arising out of or relating to this Agreement may, by agreement of the parties, be submitted to non-binding mediation.

SECTION 6-GOVERNING LAW; VENUE; TERMINATION; SUSPENSION

6.1 This is a Texas contract and shall be governed by and construed in accordance with the laws of the State of Texas, without reference to choice of laws rules of any jurisdiction. Venue for any action, lawsuit, or proceeding under or in connection with this Agreement shall lie exclusively in the state courts of Dallas County, Texas, and each of the parties submits to the exclusive jurisdiction of such courts for purposes of any action, lawsuit, or proceeding.

6.2 This Agreement may be terminated by either party (the "non-breaching party") in the event the other party (the "breaching party") fails to perform in accordance with the terms hereof through no fault of the non-breaching party and (i) such failure remains uncured for a period of seven (7) days after written notice thereof (which notice shall specifically identify the failure) is received by the breaching party, or (ii) if the failure cannot with diligence be cured within the said seven (7) day period, if within such seven (7) day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake which are acceptable to the non-breaching party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed 14 days following the occurrence of the failure.

This Agreement may also be terminated or suspended for the convenience of (that is, for any reason or for no reason whatsoever) the Client upon Client's delivery of written notice of termination to GARVER.

Upon termination by either party or upon suspension by Client of this Agreement, GARVER shall be paid for the Services performed to the date of termination and that are not in dispute as provided in and in accordance with SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs. Upon the termination or suspension of this Agreement, GARVER shall cause to be promptly delivered to Client a copy of all of Drawings (whether completed or partially completed) prepared by or for GARVER in connection with this Agreement. Upon termination or suspension of this Agreement, if Client has compensated GARVER for any Services not yet performed, GARVER shall promptly return such compensation to Client (and such obligation shall survive termination of this Agreement).

SECTION 7-SUCCESSORS AND ASSIGNS ; ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties, their respective permitted successors and permitted assigns.

Neither the Client nor GARVER shall, and neither has authority to, assign, sell, subcontract, transfer, or otherwise convey in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of their respective rights, duties or obligations under this Agreement without the prior written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer, official, employee, or agent of Client.

EXHIBIT A



SECTION 7A- MISCELLANEOUS

7A.1 Notwithstanding anything to the contrary in this Agreement, GARVER shall not be deemed to be an agent of Client for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. This Agreement does not and shall not be construed to make GARVER a partner, agent, or joint venturer of Client for any purpose, and Client shall not be deemed an agent for GARVER, and neither GARVER nor Client shall have the right or authority to assume, create, or enlarge any obligations or commitment on behalf of the other and shall not represent itself as having the authority to bind the other in any manner, except as provided for herein. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise, or to allow Client to exercise discretion or control over the professional manner in which the GARVER performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by GARVER shall be provided in a manner consistent with all applicable standards and regulations governing such services. The method and manner in which GARVER's Services hereunder shall be performed shall be determined by GARVER in its sole discretion. The employees, agents, and representatives of, and the methods, equipment and facilities used by, the GARVER shall at all times be under the GARVER's exclusive direction and control.

7A.2 Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threatened of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay.

7A.3 GARVER shall not divulge or release any information concerning its Services, the project or this Agreement to the public without Client's prior written consent.

7A.4 GARVER covenants and represents that GARVER will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

7A.5 For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows :

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254

Attn: City Manager

To GARVER:

Garver, LLC
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034

Attn: Frank McIlwain, PE

EXHIBIT A



From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

7A.6 GARVER will make, without additional cost or expense to Client, such revisions of any Services as may be required to meet the needs of Client and the project as set forth in each Work Order, but after a definite plan or other Services of GARVER have been approved or accepted by Client, if a decision is subsequently made by Client which requires a modification of such plan or other Services, GARVER shall be compensated for such modifications as extra in accordance with the rates set forth in Appendix A.

7A.7 The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

7A.8 The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

Failure of either party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breach excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

7A.9 This Agreement and each of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

7A.10 The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes.

7A.11 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

7A.12 This Agreement constitutes the entire and integrated agreement between the parties with respect to the Project and GARVER's Services described herein, supersedes all prior agreements, negotiations, and/or representations, either written or oral, and may be amended or modified only by written instrument signed by both Client and GARVER.

7A.13 Section and paragraph headings are for convenience only and shall not be used in

EXHIBIT A



interpretation of this Agreement. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded; and "day" or "days" means calendar days unless the context clearly indicates otherwise.

7A.14 The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

SECTION 8- APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A- Garver Hourly Rate Schedule
 - 8.1.2 Appendix 8-Sample Work Order

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT A



IN WITNESS WHEREOF, Client and GARVER have executed this Agreement effective as of the date the last of the parties executes this Agreement as set forth below ("Effective Date").

TOWN OF ADDISON, TEXAS

GARVER, LLC

By: _____
Signature

By: Frank McIlman
Signature

Name: _____
Printed Name

Name: Frank McIlman
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 12/19/16

Attest: _____
+

Attest: Vince Kelly

EXHIBIT A



APPENDIX A
ADS On-Call
2016 Garver Hourly Rate Schedule

Classification	Rates
Engineers /Architects	
E-1.....	\$ 116.00
E-2.....	\$ 138.00
E-3.....	\$ 162.00
E-4.....	\$ 192.00
E-5.....	\$ 237.00
E-6.....	\$ 293.00
E-7.....	\$ 337.00
Planners / Environmental Specialist	
P-1.....	\$ 141.00
P-2.....	\$ 168.00
P-3.....	\$ 191.00
Designers	
D-1.....	\$ 105.00
D-2.....	\$ 119.00
D-3.....	\$ 141.00
D-4.....	\$ 166.00
Technicians	
T-1.....	\$ 90.00
T-2.....	\$ 122.00
T-3.....	\$ 133.00
Surveyors	
S-1.....	\$ 56.00
S-2.....	\$ 66.00
S-3.....	\$ 92.00
S-4.....	\$ 127.00
S-5.....	\$ 168.00
S-6.....	\$ 196.00
2-Man Crew (Survey).....	\$ 214.00
3-Man Crew (Survey).....	\$ 260.00
2-Man Crew (GPS Survey).....	\$ 253.00
3-Man Crew (GPS Survey).....	\$ 298.00
Construction Observation	
C-1.....	\$ 99.00
C-2.....	\$ 125.00
C-3.....	\$ 152.00
C-4.....	\$ 196.00
Management/Admini stration	
M-1.....	\$ 337.00
X-1.....	\$ 67.00
X-2.....	\$ 86.00
X-3.....	\$ 138.00
X-4.....	\$ 163.00
X-5.....	\$ 172.00
X-6.....	\$ 204.00

Agreement for Professional Services
ADS On-Call

Garver Project No. 16081104

EXHIBIT A



APPENDIX B

WORK ORDER NO. [?]
Town of Addison
Town of Addison, Texas
Project No. 14081104

This WORK ORDER is made by and between the Town of Addison, Texas hereinafter referred to as "Client," and GARVER, LLC, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [?/?/?/?/?/?/?/?].

Under this Work Order, the Client intends to make the following improvements for [Insert Project Title]:

[Insert text here.]

GARVER will provide professional services related to these improvements as described herein.

SECTION 1-SCOPE OF SERVICES

[Insert text here.]

SECTION 2-PAYMENT

For the work described under SECTION 1-SCOPE OF SERVICES, the Client will pay GARVER on an hourly rate basis. The Client represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Work/Study		HOURLY RATE
Surveys		HOURLY RATE
Preliminary Design		HOURLY RATE
Final Design		HOURLY RATE
Bidding Services		HOURLY RATE
Construction Phase Services		HOURLY RATE
Services After Construction-Warranty Follow-Up; Start-Up; etc.		HOURLY RATE
Etc.		
TOTAL FEE		

The Client will pay GARVER, for time spent on the project, at the rates established in the Master Services Agreement for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this work order is estimated to be [Insert Fee]. The actual total fee may exceed this estimate.

EXHIBIT A



Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows :

1. Actual direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses (however, no travel outside of Dallas County, Texas shall be eligible for payment or reimbursement unless GARVER has, prior to any such travel, submitted to Client the costs and received the Client's written consent for the same).
2. Actual direct cost plus 10 percent for subcontractor fees.
3. Commercial rates or similar in-house production for reports, plan sheets, presentation materials, etc.
4. \$100 per month for each month computer design/modeling software is utilized.
5. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
6. \$20 per hour for GPS survey equipment use.
7. \$20 per day for traffic counter equipment use.

The Client will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Client for the scope of services described in this work order. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

SECTION 3- APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 3.1.1 Appendix A- Project Location Map
- 3.2 The Master agreement For Professional Services between the Client and Garver, executed on _____ is incorporated as if fully set forth herein and the parties affirm and restate the provisions contained therein.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT A



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Client. The effective date of this Work Order shall be the last date written below.

TOWN OF ADDISON, TEXAS

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Action On A **Resolution To Approve An Agreement Between The Town Of Addison And ADS Importing, LLC DBA ADS US Sport Aircraft For The Renewal Of The Conventional Hangar Lease At 4700 Airport Parkway And Authorize The City Manager To Execute The Agreement To A Term Expiring On July 31, 2018.**

BACKGROUND:

ADS Importing, LLC, doing business as ADS US Sport (ADS), sells, leases and services light-sport aircraft and conducts flight training. It has been based at 4700 Airport Parkway since 2011 and is currently in good standing with the airport. In support of its operations, in addition to leasing the 6,000 square-foot hangar at 4700 Airport Parkway and the patio hangars, this tenant also leases from the Town two 40' T-hangars, the 7,700 square-foot commercial hangar located off Taxiway Sierra commonly referred to as "S-1", and the 2,400+/- square-foot office located at 4736 Airport Parkway, located next to 4700 Airport Parkway.

ADS requests the Town's consideration and consent to a Second Amendment to their lease for the conventional hangar at 4700 Airport Parkway on Addison Airport. The Second Amendment will amend the lease as follows:

- The current expiration date of the lease is January 31, 2017. This amendment will extend the term to July 31, 2018. This extension will be in line with other leases held by the tenant.
- The rental rate will increase from \$2,685.00 per month to \$2,746.67 per month
- The first amendment of ADS' lease for this property that was effective June 15, 2015, stipulated that in exchange for ADS' lease of four patio hangars, the monthly rental for the property at 4700 Airport Parkway was reduced by \$260 per month. As a condition under the proposed Second Amendment, if ADS decides to relinquish any of the four patio hangars listed in the Second Amendment, the rental rate will increase by \$260 per month and would therefore be \$3,006.67 per month.
- No other changes are being proposed in the Second Amendment.

RECOMMENDATION:

Administration recommends approval.

Attachments

Aerial Map - ADS US Sport

Resolution - ADS US Sport Agreement



4700 Airport Parkway

ADS Importing

202 ft

© 2011 Europa Technologies

© 2011 Google

lat 32.965233° lon -96.831863° elev 643 ft

© 2010 Google

Eye alt 1382 ft

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE SECOND AMENDMENT TO CONVENTIONAL HANGAR LEASE BETWEEN THE TOWN OF ADDISON AND ADS IMPORTING, LLC FOR COMMERCIAL AVIATION USE ON PROPERTY LOCATED AT 4700 AIRPORT PARKWAY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Second Amendment to the Conventional Hangar Lease between the Town of Addison and ADS Importing, LLC for commercial aviation use on property located at 4700 Airport Parkway, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 24th day of January, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

Contract #: 013B-8104

TOWN OF ADDISON, TEXAS ADDISON AIRPORT

STATE OF TEXAS §
 § **SECOND AMENDMENT TO CONVENTIONAL HANGAR LEASE**
COUNTY OF DALLAS §

This Second Amendment to Conventional Hangar Lease (hereinafter referred to as the "Amendment") is made and entered into by and between Landlord and Tenant. Landlord and the Tenant are as follows:

Landlord: Town of Addison, Texas, a home-rule municipality
 c/o Airport Manager
 16051 Addison Road, Suite 220
 Addison, Texas 75001
 Attn: Real Estate Manager

 and

Tenant: ADS Importing, LLC
 4700 Airport Parkway
 Addison, Texas 75001
 Attn: Patrick Arnzen, Manager

WITNESSETH:

WHEREAS, a Conventional Hangar Lease (the "Hangar Lease") was executed on February 1, 2015 between the Town of Addison, a home-rule municipality (the "City"), and ADS US Sport Aircraft, LLC by the terms of which certain real property located at 4700 Airport Parkway at Addison Airport within the Town of Addison, Texas (being more specifically described in Exhibit "A" attached hereto and incorporated herein) and owned by the City was leased to ADS US Sport Aircraft, LLC; and

WHEREAS, the Lease was amended on June 15, 2015 modifying Paragraph 3 – Rent as follows: Provided Tenant continues to lease and occupy four (4) patio hangars (commonly known as Units R1-10, R1-12, R1-14 and R1-16) pursuant to each respective Aircraft Storage Rental Agreement during the Term of the Hangar Lease without interruption, Tenant's annual rent under the Hangar Lease shall be decreased by Three Thousand One Hundred Twenty Dollars and 00/100 (\$3,120.00) per year or by Two Hundred Sixty Dollars and 00/100 (\$260.00) per month, subject to any further adjustments provided for in Paragraph 4 – Adjustment of Rental of the Hangar Lease; and

WHEREAS, Should Tenant cease leasing any of the Patio Hangars listed above, by providing Landlord with its 30-day written notice to vacate pursuant to the terms of the Aircraft Storage Rental Agreements, or if any of the patio hangar leases are early terminated for any reason during the term of the Hangar Lease, Rent for the Hangar Lease shall revert to what it was immediately prior to the Amendment, notwithstanding any adjustments having been made pursuant to the Hangar Lease; and

WHEREAS, the Hangar Lease was assigned from ADS US Sport Aircraft, LLC to ADS Importing, LLC by that certain Assignment of Lease entered into and effective April 12, 2016; and

WHEREAS, by virtue of such Assignment ADS Importing, LLC is the Tenant under the Hangar Lease; and

WHEREAS, the Hangar Lease is set to expire January 31, 2017; and

WHEREAS, Landlord and Tenant desire to further amend the Hangar Lease to be coterminous with Tenant's Conventional Hangar Lease #0210-1003 for the city-owned property located at 4660 Jimmy Doolittle Drive, more commonly referred to as Jet Hangar # S1, subject to the terms and conditions set forth hereinbelow.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the terms, covenants and conditions set forth in the Hangar Lease and in this Second Amendment, the sum of Ten Dollars and 00/100 (\$10.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** All of the above and foregoing recitals and premises are incorporated herein and made a part of this Amendment for all purposes.

2. **Amendment.** Landlord and Tenant do hereby agree to amend and modify the Hangar Lease pursuant to the following terms and conditions:

Paragraph 2 – Term: The Term of the Hangar Lease is hereby amended and shall now expire on July 31, 2018, unless otherwise terminated as provided for in the Hangar Lease.

Paragraph 3 – Rent: Provided tenant continues to lease and occupy four (4) patio hangars commonly referred to as Units R1-10, R1-12, R1-14 and R1-16, throughout the term of the Hangar Lease, Tenant's annual rent under the Hangar Lease shall be increased to Thirty-Two Thousand Nine Hundred Sixty Dollars and 00/100 (\$32,960.00), payable in twelve (12) equal monthly installments of Two Thousand Seven Hundred Forty-Six Dollars and 67/100 (\$2,746.67). Should Tenant cease to continue leasing and occupying any of the four patio hangars referenced above during the term of the Hangar Lease, the Hangar Lease rent shall be increased to Thirty-Six Thousand Eighty Dollars and 00/100 (\$36,080.00) payable in twelve (12) equal monthly installments of Three Thousand Six Dollars and 67/100 (\$3,006.67).

3. **No Other Amendments.** Except to the extent modified or amended herein, all other terms, conditions, provisions and obligations of the Hangar Lease shall remain unchanged and in full force and effect for and during the Term of the Hangar Lease.

4. **Authority to Execute.** The undersigned individual, officer and/or agent of the parties hereto are authorized and have the necessary authority to execute this Second Amendment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

5. **Effective Date.** This Amendment is entered into effective as of January 24, 2017.

IN WITNESS WHEREOF, the undersigned parties execute this Second Amendment to Conventional Hangar Lease as of the _____ day of _____, 2017.

TENANT:

ADS Importing, LLC
A Texas limited liability company

LANDLORD:

Town of Addison, Texas
a home-rule municipality

By: _____

By: _____
Wesley S. Pierson, City Manager

Printed Name: _____

Title: _____

AI-2025

10.

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: City Manager

AGENDA CAPTION:

Consider Action On An **Ordinance Ordering An Election On May 6, 2017 For The Purpose Of Electing Three (3) Council Members And One (1) Mayor For Two (2) Year Terms Each.**

BACKGROUND:

The Town of Addison has 2 year terms for Mayor and Council. The uniform election date for the State of Texas is the first Saturday in May. May 6, 2017 will be the election day this year.

The Town will have 3 Council member places and 1 Mayor place on the ballot. The first day to file for a place on the May ballot was January 18, 2017. The last day to file is February 17, 2017 at 5:00 pm.

By law the municipality must order or call the election no later than the 78th day before the election day. The 78th day is February 17, 2017.

The Town will enter into a Joint Election Contract with the Dallas County Election Administration for the May 6, 2017 election.

Should the election be uncontested and unnecessary, the Town will have the opportunity to cancel the election in accordance with the Election Code.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON MAY 6, 2017, FOR THE PURPOSE OF ELECTING ONE (1) MAYOR AND THREE (3) COUNCIL MEMBERS FOR TWO (2) YEAR TERMS EACH; DESIGNATING POLLING PLACES WITHIN THE TOWN; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION, INCLUDING PROVIDING THAT THE ELECTION IS TO BE HELD AS A JOINT ELECTION IN CONJUNCTION WITH DALLAS COUNTY; PROVIDING FOR CANVASSING RETURNS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1:

An election is hereby ordered to be held on the next uniform election date, to be participated in by the qualified voters of the Town of Addison, Texas, to be held on the 6th day of May, 2017, which is not less than sixty-two days from the date of this ordinance, between the hours of 7:00 a.m. and 7:00 p.m., at the voting places hereafter named, for the purpose of electing one (1) Mayor and three (3) Council members for two (2) year terms each.

SECTION 2:

The presently existing boundaries and territory of the Dallas County election precincts that are wholly or partly within the corporate limits of the City shall constitute the election precincts for the election. The precinct numbers for the same shall be the corresponding Dallas County precinct numbers. The polling places for the general election shall be as set forth in the Joint Election Agreement (as defined in Section 3, below). In accordance with and pursuant to the requirement of the Code, said polling places shall be open from 7:00 am. To 7:00 pm on the date of the election.

Dallas County, Precincts 2900 & 2901--Addison Fire Station #2 3950 Beltway Drive

Dallas County, Precincts 2902, 2903, 2904 & 2905--Addison Fire Station #1 4798 Airport Parkway

SECTION 3:

The election shall be held as a joint election with Dallas County and other municipalities and school districts pursuant to a Joint Election Agreement for the conduct of a joint election to be held on May 6, 2017 and the County shall be responsible for appointing all election judges and clerks, and shall be responsible for their compensation. Election judges and clerks shall have the qualifications required by law, and notice of appointment shall be given to such judges and clerks by the Administrator in accordance with law.

SECTION 4:

Toni Pippins-Poole, Dallas County Elections Administrator, is hereby appointed as Early Voting Clerk. Early voting shall be conducted by the Dallas County Elections Administrator, Toni-Pippins-Poole, to be conducted in the Office of the Elections Department, First Floor, 509 Main Street, Dallas, Texas 75202. Early Voting in the Town of Addison will be conducted at the Addison Fire Station #1, 4798 Airport Parkway, and all other locations as designated by the Dallas County Elections Administrator. The early

voting period of said election is established by law, and the Clerk shall keep the office open for early voting from April 24, 2017 through May 1, 2017 in accordance with the provisions of the Texas Election Code and as listed below. Early Voting location within Addison will be at Addison Fire Station #1, 4798 Airport Parkway. Early voting can be done at any Dallas County Early Voting locations.

April 24 (Monday – Friday) April 28	8am to 5pm
April 29 (Saturday)	8am to 5pm
April 30 (Sunday)	1pm to 6pm
May 1 (Monday – Tuesday) May 2	7am to 7pm

SECTION 5:

All resident qualified electors of the Town shall be permitted to vote in said election. In addition, the election material enumerated in the Texas Election Code shall be printed in both English and Spanish for use at the polling places and for early voting in said election.

SECTION 6:

Notice of this election shall be given by publication, as required by law.

SECTION 7:

This ordinance shall become effective from and after its passage.

DULY PASSED AND APPROVED by the City Council of the Town of Addison, Texas on this 24th day of January, 2017.

TOWN OF ADDISON, TEXAS

Todd Meier, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura M. Bell, City Secretary

Brenda N. McDonald, City Attorney

AI-2045

11.

Work Session and Regular Meeting

Meeting Date: 01/24/2017

Department: Economic Development

AGENDA CAPTION:

Consider Action On A **Resolution To Approve An Economic Development Program Grant Agreement With Stream Gas & Electric, Ltd And Authorize The City Manager To Execute The Agreement.**

BACKGROUND:

On June 28, 2016, City Council approved an economic development incentive in the amount of \$125,000 for the relocation of Stream Gas & Electric's corporate headquarter offices to Addison. As part of the agreement, Stream Energy will occupy at least 52,000 square feet at Tollway Center located at 14675 Dallas Parkway in Addison with at least 225 jobs. The grant will be paid in three installments pending milestones related to space leased, number of jobs created, and average wages that must be met by the company as highlighted in the attached agreement. The motion approved on June 28, 2016 approved the incentive but did not authorize the City Manager to execute the agreement that authorization is being requested in the attached resolution. The funds for the grant have been encumbered in the Economic Development Fund, and the attached agreement has been reviewed by the City Attorney.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Stream Energy

Stream Signed Incentive

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT WITH STREAM GAS & ELECTRIC, LTD.; FINDING THAT SUCH AGREEMENT AND GRANT CONSTITUTES A PROGRAM TO MAKE GRANTS AND LOANS OF PUBLIC MONEY PURSUANT TO SECTION 380.001 OF THE TEXAS LOCAL GOVERNMENT CODE TO PROMOTE ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE TOWN; AUTHORIZING THE CITY MANGER TO EXECUTE THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is a home rule city operating under and pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the City Council of the Town of Addison is authorized and empowered pursuant to Section 380.001 of the Texas Local Government Code to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the City, to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Addison has established a program under and pursuant to Section 380.001 of the Texas Local Government Code for making a grant of public money, and such program is established to promote economic development within the City and to stimulate business and commercial activity in the City; and

WHEREAS, the City Council has determined and hereby determines that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants, and will promote local economic development and stimulate business and commercial activity in the City.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Economic Development Program Grant Agreement between the Town of Addison and Stream Gas & Electric, Ltd., attached hereto as **Exhibit A** and incorporated herein, is hereby approved. The City Manager is authorized and empowered to execute the said Agreement on behalf of the City and to take all steps necessary to carry out the terms thereof.

OFFICE OF THE CITY SECRETARY

RESOLUTION NO. _____

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ____ day of _____, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Exhibit A

ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT

This Economic Development Program Grant Agreement ("Agreement") is made and entered into by and between Stream Gas & Electric, Ltd., a Texas limited partnership ("Stream" or "Company"), and the Town of Addison, Texas ("Addison" or the "City"), a Texas home rule municipality, for the purposes and consideration stated below (Stream and the City are sometimes referred to herein together as the "Parties" and individually as a "Party").

WHEREAS, Stream and entities affiliated with Stream (its "Affiliates") are in the business of providing retail electricity, natural gas, as well as phone and connected life services (the "Services"); and

WHEREAS, Stream has been located in Dallas and a tenant of certain office space located at 1950 Stemmons Fwy, Suite 3000, Dallas, Texas 75207; and

WHEREAS, Stream has signed a new ten year lease for at least 52,000 square feet of space within the new Tollway Center located at 14675 Dallas Parkway, Addison, Texas 75254 (the "Leased Premises"); and

WHEREAS, Stream and its new landlord on behalf of Stream intends to spend an estimated combined \$5,000,000.00 in tenant improvements and other office space expenditures within the Leased Premises; and

WHEREAS, during the term of this Agreement and as set forth above, Stream and many of its Affiliates intend to and will use the Leased Premises as their home and primary office for the provision of the Services ("Headquarters"); and

WHEREAS, Stream anticipates that, from and after the date of, and at all times relevant to, this Agreement, it along with its Affiliates will employ at the Leased Premises at least 225 full time equivalent employment positions; and

WHEREAS, from and after the Lease commencement date, Stream and many of its affiliates intend to install, locate or retain at the Leased Premises business personal property for use in providing the Services in an initial taxable amount of at least \$3,500,000; and

WHEREAS, in connection with its lease and occupancy of the Leased Premises, Stream has asked the City to provide an economic development grant that will help Stream defray a portion of the costs it will incur in commencing the lease and occupancy Leased Premises; and

WHEREAS, the City is authorized by Section 380.001, Tex. Loc. Gov. Code, to establish and provide for the administration of programs for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City, and this Agreement constitutes such a program for promoting and retaining economic

Exhibit A

Exhibit A

without limitation, each of the conditions set forth below:

(a) First Grant Payment: The First Grant Payment of Forty-One Thousand Six Hundred Sixty-Six and 67/100s Dollars (\$41,666.67) shall be due upon the submission of a request for payment and the completion of all of the following to the satisfaction of the City:

1. An executed copy of a lease by Stream and property owner for the lease of a minimum of fifty-two thousand (52,000) square feet of space within the Tollway Center ("Leased Premises") for a minimum term of ten (10) years; and
2. A copy of a certificate of occupancy issued by the Town of Addison for the Leased Premises; and
3. An executed affidavit in a form attached as Exhibit A attesting that the Company is occupying the Leased Premises and the Company or its landlord at Tollway Center on its behalf has made a combined capital investment of a minimum of Five Million and No/100s Dollars (\$5,000,000.00) on and/or within the Leased Premises; and
4. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company and its Affiliates collectively and currently employ 225 employees, when combined, with an average annual wage of \$78,000.

(b) Second Grant Payment: The Second Grant Payment of Forty-One Thousand Six Hundred Sixty-Six and 67/100s Dollars(\$41,666.67) shall be due upon the submission of a request for payment and the completion of all of the following to the satisfaction of the City:

1. An executive affidavit in a form attached as Exhibit B attesting that the Company has occupied the Leased Premises for twelve (12) consecutive months; and
2. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company and its Affiliates collectively and currently employ 225 employees, when combined, with an average annual wage of \$78,000.

(c) Third Grant Payment: The Third Grant Payment of Forty-One Thousand Six Hundred-Sixty Six and 66/100s Dollars (\$41,666.66) shall be due upon the submission of a request for payment and the completion of all of the following to the satisfaction of the City:

1. An executive affidavit in a form attached as Exhibit C attesting that the Company has occupied the Leased Premises for twenty-four (24) consecutive months; and
2. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company and its Affiliates collectively currently employ 225 employees, when combined, with an average annual wage of

Exhibit A

\$78,000.

In the event the official employee reports submitted to the Texas Workforce Commission and to the City pursuant to subsections (b) 2 and (c) 2 of this Section reflect that the Company and its Affiliates collectively employ fewer than 225 employees, the amount of the respective Grant payment shall be proportionately reduced.

Notwithstanding anything contained herein to the contrary or any other provision of this Agreement, the Program Grant payment (and/or any portion thereof) shall not be due and payable, and this Agreement may be terminated by the City (that is, without any opportunity for cure by Stream), if Stream fails to timely comply with and satisfy to the City's satisfaction any of the conditions to the Program Grant payments (and/or any portion thereof) as set forth in this Section 4, above. Further, notwithstanding any other provision of this Agreement, in connection with the payment of the Program Grant (or any portion thereof) to Stream, if the City fails to make such payment, Stream shall submit a request for the same within six (6) weeks after the right to receive the same accrues to Stream.

Section 5. Default.

(a) **Event of Default by the Company.** If, during the Term of this Agreement the Company breaches any of the terms or conditions of this Agreement or fails to maintain any conditions of the Grant payments, then the Company shall be in default ("Event of Default"). In the event the Company defaults in its performance, then the City shall give the Company written notice of such default, and if the Company has not cured any default within thirty (30) days of said written notice, this Agreement may be terminated by the City. In the event of default by the Company and the continuation of such default for thirty (30) days after the written notice set forth above, the City shall have the following remedies, in addition to all other rights and remedies available at law or in equity:

(i) to nullify Section 3 of this Agreement and immediately seek reimbursement of any and all Grant Payments received by the Company; and/or

(ii) to seek specific enforcement of this Agreement.

(b) **Event of Default by the City.** Upon the occurrence of default by the City, the Company shall give written notice of such default, and if City has not cured the default within thirty (30) days within said written notice, this Agreement may be terminated by the Company. The Company shall have the right to seek specific performance of this Agreement as its sole and exclusive remedy.

Section 6. Termination; Reimbursement.

This Agreement shall terminate without notice or demand upon the occurrence of any one of the following:

Exhibit A

- (a) the execution by both Parties of a written agreement terminating this Agreement; or
- (b) as otherwise provided for in this Agreement, including as set forth in Section 3, above; or
- (c) the expiration of the Term; or
- (d) at the option of either party (the “non-breaching party”) in the event the other party (the “breaching party”) breaches or fails to comply with any material term, condition, or provision of this Agreement and such breach or failure is not cured or remedied to the satisfaction of the non-breaching party within thirty (30) days after written notice thereof from the non-breaching party to the breaching party;
- (e) if Stream suffers an Event of Bankruptcy or Insolvency; or
- (f) at the City’s option, if any taxes or fees, owed by Stream to the City or the State of Texas shall become delinquent (provided, however, that Stream retains the right to timely and properly protest and contest any such taxes or fees, and the City’s right to terminate this Agreement shall be suspended during such protest and contest period).

If this Agreement is terminated pursuant to subsection (d), subsection (e), or subsection (f) of this Section, Stream shall promptly (but in any event within thirty (30) days of the date of termination) reimburse and repay to the City a sum equal amount of Grant payment made by the City up to the date of termination. All repayment and/or reimbursement amounts under this Agreement shall bear and include interest at the rate of 4% per year, compounded, from the date that the payment was initially made to Stream.

For purposes of this Section, “Event of Bankruptcy or Insolvency” means (i) the liquidation, dissolution, or termination of Stream as a going business, (ii) insolvency or a declaration of insolvency of Stream under any law, (iii) appointment of a receiver for Stream, (iv) any assignment or conveyance of all or a substantial portion of assets for the benefit of creditors, (v) a transfer in fraud of creditors according to any applicable law, or (vi) the filing of a petition by Stream for relief, or the filing of a petition against Stream for involuntary bankruptcy, under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy, or similar laws.

Section 7. Representations by the City.

The City represents that the City is a home rule Texas municipal corporation and to the best of its actual knowledge has the power to enter into this Agreement and to carry out its obligations hereunder. However, notwithstanding any other provision of this Agreement, it is understood and expressly agreed by Stream that the City does not warrant or guarantee that the Program Grant payment (and any part thereof) as described herein will be upheld as valid, lawful, enforceable or constitutional in the event the statutory or other authority for the same or the City’s use thereof is challenged by court action or other action or proceeding (including any action or

Exhibit A

proceeding involving the Texas Attorney General). In the event such court or other action or proceeding related to the legality of this Agreement and the providing of the Program Grant (or any part thereof) is instituted, the Parties shall defend or respond to such action or proceeding at their respective expense. Should such litigation, action or other proceeding result in a determination that this Agreement or the payment of the Program Grant (or any part thereof) was or is prohibited under federal, state or local law (including any constitutional or charter provision), rule or regulation, and so result in the loss of the Program Grant as provided herein, Stream shall have no recourse against the City or any of its officials, officers, employees, agents, or volunteers, past or present, and Stream shall promptly repay to the City the Program Grant payment previously made to Stream by the City. In addition, the City represents that it shall use good faith efforts to expedite permitting for any tenant improvements that may be needed for the construction of the Leased Premises.

Section 8. Representations and Warranties by Stream.

Stream represents and warrants that:

- (a) Stream is a Texas limited partnership and has the legal capacity and the authority to enter into and perform its obligations under this Agreement, and the same shall be true and accurate at all times in connection with this Agreement;
- (b) The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement, and this Agreement is not in contravention of Stream's articles of formation or regulations, or any agreement or instrument to which Stream is a party or by which it may be bound as of the date hereof;
- (c) Stream has the necessary legal ability to perform its obligations under this Agreement;
- (d) No litigation or governmental proceeding is pending, or, to the knowledge of any of Stream's officers, threatened against or affecting Stream, which may result in a material adverse change in Stream's business, properties or operations sufficient to jeopardize Stream as a going concern; and
- (e) This Agreement constitutes a valid and binding obligation of Stream, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

Section 9. Entire Agreement; Changes and Amendments.

This Agreement represents the entire and integrated agreement between the City and Stream with regard to the matters set forth herein and supersedes all prior negotiations,

Economic Development Program Grant Agreement

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Exhibit A

representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of each of the City and Stream.

Section 10. Successors and Assigns; No Third Party Beneficiaries.

Stream shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a “Conveyance”) in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City, which may be withheld in the City’s reasonable discretion. Other than a Conveyance in connection with a reorganization or restructuring that does not result in a change in ownership or control, any Conveyance of any kind or by any method without the City’s prior written consent shall be null and void. Notwithstanding the foregoing, Stream shall have the right to assign this Agreement to an entity which (1) controls, is controlled by, or is in common control with Stream; or (2) results from the merger or consolidation with Stream, or (3) acquires all or substantially all of the assets of, interest in, or stock of Stream.

Any Conveyance approved by the City shall be expressly subject to all of the terms, conditions and provisions of this Agreement. In the event of any such Conveyance approved by the City, Stream shall obtain a written agreement (the “Assumption Agreement”) from each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed whereby each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed agrees to be bound by the terms and provisions of this Agreement.

This Agreement shall be binding on and inure to the benefit of the Parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 11. Notice.

Any notice, statement and/or report required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

<u>To the City:</u>	<u>To Stream :</u>
Town of Addison, Texas	Stream

Exhibit A

5300 Belt Line Road
Dallas, Texas 75254
Attention: City Manager

1950 Stemmons Fwy, Suite 3000
Dallas, Texas 75207
Attention: Chief Executive Officer

Section 12. Applicable Law; Venue.

This Agreement is subject to the provisions of the Charter and ordinances of the City, as amended or modified. This Agreement shall be construed under, governed by and is subject to the laws (including the constitution) of the State of Texas, without regard to choice of law rules, and all obligations of Stream and the City created by this Agreement are performable in Dallas County, Texas. Venue for any suit, action or proceeding under this Agreement shall lie exclusively in Dallas County, Texas. Each party hereby submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder. Each party waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

Section 13. Legal Construction/Partial Invalidity of Agreement.

The terms, conditions and provisions of this Agreement are severable, and in case 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 provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 14. Miscellaneous.

- (a) The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes.
- (b) Pursuant to Texas Government Code, Chapter 2264 (entitled "Restrictions on Use of Certain Public Subsidies"), Stream certifies that neither Stream, nor any branch, division, or department of Stream, knowingly employs, or will employ, an undocumented worker (as the term "undocumented worker" is defined in Section 2264.001 of the said Chapter 2264, Tex. Gov. Code) in connection with the Leased Premises, the Services provided by Stream at the Leased Premises, or this Agreement. Stream agrees that if, during the term of this agreement and after it receives any payment or funds from the City pursuant to this Agreement, Stream, or a branch, division, or department of Stream, is convicted of a violation under 8 U.S.C. Section 1324a(f), Stream shall repay the amount of all Grant funds paid by the City to Stream with interest, at the rate of 4% per year, compounded, from the date that the payment was initially made to Stream, not later than the 120th day after the date the City notifies Stream of the violation.
- (c) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment

Exhibit A

of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(d) Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. All waivers must be in writing and signed by the waiving party, and the City's waiver of any right, or of Stream's breach, on one or more occasions will not be deemed a waiver on any other occasion. The City's failure to enforce or pursue any of its rights under or any provision of this Agreement shall not be or constitute a waiver of its rights or provision and shall not prevent the City from enforcing or pursuing that right or provision or any other right under or provision of this Agreement in the future. No custom or practice arising during the administration of this Agreement will waive, or diminish, the City's rights hereunder or to diminish the City's right to insist upon strict compliance by Stream with this Agreement.

(e) This Agreement is not confidential information and may be disclosed to the public.

(f) Any of the representations, covenants, and obligations of the Parties hereto, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

(g) It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

(h) The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

(i) The City agrees that with respect to this Agreement, no liability shall arise in favor of the City against any officer, director, member, agent or employee of Stream, but the City shall look solely to the assets of Stream for satisfaction of Stream's duties, obligations and liabilities arising under or in connection with the Agreement.

(SIGNATURES ON NEXT PAGES)

Exhibit A

EXECUTED this ____ day of _____, 2016.

TOWN OF ADDISON

Wes Pierson, City Manager

ATTEST:

APPROVED AS TO FORM:

Laura Bell, City Secretary

Brenda N. McDonald, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of 2016, by Wes Pierson, City Manager of the Town of Addison, Texas, on behalf of the town.

Notary Public, State of Texas

[SEAL]

Exhibit A

EXECUTED this ____ day of _____, 2016.

STREAM GAS & ELECTRIC, LTD.
a Texas limited partnership

By: SGE Management, LLC
a Texas limited liability company
its general partner

By: _____
Robert Snyder, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of 2016, by Robert Snyder, Manager of SGE Management, LLC, the general partner of Stream Gas & Electric, Ltd., on behalf of the limited partnership.

Notary Public, State of Texas

[SEAL]

Exhibit A

EXHIBIT A

AFFIDAVIT OF COMPANY OFFICER

LEASED PREMISES OCCUPATION AND CAPITAL INVESTMENT

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows (capitalized terms used but not defined herein have the same meaning as set forth in the Agreement (as defined below)):

I am an officer of Stream Gas & Electric, Ltd., a Texas limited partnership (the "Company"), and I am authorized by the Company to submit this Affidavit to the Town of Addison (the "City") on behalf of the Company with respect to the Economic Development Program Grant Agreement (the "Agreement") dated as of _____, 2016 by and among the City and the Company.

As such, I here do certify that as of and on _____, 201__ Company is occupying not less than 52,000 square feet of space within the Tollway Center located at 14675 Dallas Parkway, Addison, Texas 75254 (the "Leased Premises") and has made a combined capital investment of not less than Five Million and No/100s Dollars (\$5,000,000.00) on and within the Leased Premises.

I hereby certify under oath that the above statements are true and correct.

Stream Gas & Electric, Ltd.

By: _____

Typed name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF DALLAS §

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on this the _____ day of _____, 201__.

Notary Public, State of Texas

[SEAL]

Exhibit A to Economic Development Program Grant Agreement
Page Solo

Exhibit A

EXHIBIT B

AFFIDAVIT OF COMPANY OFFICER

LEASED PREMISES 12 MONTH CERTIFICATION

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows (capitalized terms used but not defined herein have the same meaning as set forth in the Agreement (as defined below)):

I am an officer of Stream Gas & Electric, Ltd., a Texas limited partnership (the "Company"), and I am authorized by the Company to submit this Affidavit to the Town of Addison (the "City") on behalf of the Company with respect to the Economic Development Program Grant Agreement (the "Agreement") dated as of _____, 2016 by and among the City and the Company.

As such, I here do certify that as of and on _____, 201__ Company has continued to occupy not less than 52,000 square feet of space within the Tollway Center located at 14675 Dallas Parkway, Addison, Texas 75254 (the "Leased Premises") for a period not less than the last 12 consecutive months from the initial date of occupancy.

I hereby certify under oath that the above statements are true and correct.

Stream Gas & Electric, Ltd.

By: _____

Typed name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF DALLAS §

_____ **SWORN TO AND SUBSCRIBED** before me, the undersigned authority, on this the _____ day of _____, 201__.

Notary Public, State of Texas

[SEAL]

Exhibit B to Economic Development Program Grant Agreement
Page Solo

Exhibit A

EXHIBIT C

AFFIDAVIT OF COMPANY OFFICER

LEASED PREMISES 24 MONTH CERTIFICATION

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows (capitalized terms used but not defined herein have the same meaning as set forth in the Agreement (as defined below)):

I am an officer of Stream Gas & Electric, Ltd., a Texas limited partnership (the "Company"), and I am authorized by the Company to submit this Affidavit to the Town of Addison (the "City") on behalf of the Company with respect to the Economic Development Program Grant Agreement (the "Agreement") dated as of _____, 2016 by and among the City and the Company.

As such, I here do certify that as of and on _____, 201__ Company has continued to occupy not less than 52,000 square feet of space within the Tollway Center located at 14675 Dallas Parkway, Addison, Texas 75254 (the "Leased Premises") for a period not less than the last 24 consecutive months from the initial date of occupancy.

I hereby certify under oath that the above statements are true and correct.

Stream Gas & Electric, Ltd.

By: _____

Typed name: _____

Title: _____

Date: _____

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on this the _____ day of _____, 201__.

Notary Public, State of Texas

[SEAL]

Exhibit C to Economic Development Program Grant Agreement
Page Solo

ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT

This Economic Development Program Grant Agreement ("Agreement") is made and entered into by and between Stream Gas & Electric, Ltd., a Texas limited partnership ("Stream" or "Company"), and the Town of Addison, Texas ("Addison" or the "City"), a Texas home rule municipality, for the purposes and consideration stated below (Stream and the City are sometimes referred to herein together as the "Parties" and individually as a "Party").

WHEREAS, Stream and entities affiliated with Stream (its "Affiliates") are in the business of providing retail electricity, natural gas, as well as phone and connected life services (the "Services"); and

WHEREAS, Stream has been located in Dallas and a tenant of certain office space located at 1950 N. Stemmons Fwy., Suite 3000, Dallas, Texas 75207; and

WHEREAS, Stream has signed a new ten year lease for at least 52,000 square feet of space within the new Tollway Center located at 14675 Dallas Parkway, Addison, Texas 75254 (the "Leased Premises"); and

WHEREAS, Stream and its new landlord on behalf of Stream intends to spend an estimated combined \$5,000,000.00 in tenant improvements and other office space expenditures within the Leased Premises; and

WHEREAS, during the term of this Agreement and as set forth above, Stream and many of its Affiliates intend to and will use the Leased Premises as their home and primary office for the provision of the Services ("Headquarters"); and

WHEREAS, Stream anticipates that, from and after the date of, and at all times relevant to, this Agreement, it along with its Affiliates will employ at the Leased Premises at least 225 full time equivalent employment positions; and

WHEREAS, from and after the Lease commencement date, Stream and many of its affiliates intend to install, locate or retain at the Leased Premises business personal property for use in providing the Services in an initial taxable amount of at least \$3,500,000; and

WHEREAS, in connection with its lease and occupancy of the Leased Premises, Stream has asked the City to provide an economic development grant that will help Stream defray a portion of the costs it will incur in commencing the lease and occupancy Leased Premises; and

WHEREAS, the City is authorized by Section 380.001, Tex. Loc. Gov. Code, to establish and provide for the administration of programs for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City, and this Agreement constitutes such a program for promoting

and retaining economic development within the City; and

WHEREAS, the City has determined that making an economic development grant to Stream in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity within the City.

NOW, THEREFORE, for and in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the City and Stream do hereby agree as follows:

Section 1. Findings. The findings set forth above are incorporated as if fully set forth herein.

Section 2. Term.

This Agreement shall be effective as of the last date of execution hereof (the "Effective Date") and will continue in effect from the Effective Date through the date that represents the fifth anniversary of the date that Stream occupies the Leased Premises; subject, however, to the earlier termination of this Agreement in accordance with the terms of this Agreement (the "Term").

Section 3. Program Grant.

Subject to Stream's satisfaction of and compliance with all of the terms and conditions of this Agreement, including without limitation the requirements set forth in Section 4 below, the City agrees, to pay to Stream a Program Grant in the maximum amount of One-Hundred and Twenty-Five Thousand and NO/100 Dollars (\$125,000.00). In addition, the Program Grant shall include a waiver of local permit fees for construction of the Leased Premises.

The Grant payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grant unless the City appropriates funds to make such payment during the budget year in which the Grant is payable; provided that during the Term of this Agreement the City agrees that it will take such steps as are within its power to appropriate funds each year estimated to equal the amount of Grants to be paid the Company for the ensuing fiscal year. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Section 4. Conditions to Grant Payments.

The City's obligation to make the Grant payments shall be conditioned upon Stream's compliance with and satisfaction of all of the terms and conditions of this Agreement, including without limitation, each of the conditions set forth below:

(a) **First Grant Payment:** The First Grant Payment of Forty-One Thousand Six Hundred Sixty-Six and 67/100s Dollars (\$41,666.67) shall be due upon the submission of a request for payment and the completion of all of the following to the satisfaction of the City:

1. An executed copy of a lease by Stream and property owner for the lease of a minimum of fifty-two thousand (52,000) square feet of space within the Tollway Center ("Leased Premises") for a minimum term of ten (10) years; and
2. A copy of a certificate of occupancy issued by the Town of Addison for the Leased Premises; and
3. An executed affidavit in a form attached as Exhibit A attesting that the Company is occupying the Leased Premises and the Company or its landlord at Tollway Center on its behalf has made a combined capital investment of a minimum of Five Million and No/100s Dollars (\$5,000,000.00) on and/or within the Leased Premises; and
4. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company and its Affiliates collectively and currently employ 225 employees, when combined, with an average annual wage of \$78,000.

(b) **Second Grant Payment:** The Second Grant Payment of Forty-One Thousand Six Hundred Sixty-Six and 67/100s Dollars(\$41,666.67) shall be due upon the submission of a request for payment and the completion of all of the following to the satisfaction of the City:

1. An executive affidavit in a form attached as Exhibit B attesting that the Company has occupied the Leased Premises for twelve (12) consecutive months; and
2. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company and its Affiliates collectively and currently employ 225 employees, when combined, with an average annual wage of \$78,000.

(c) **Third Grant Payment:** The Third Grant Payment of Forty-One Thousand Six Hundred-Sixty Six and 66/100s Dollars (\$41,666.66) shall be due upon the submission of a request for payment and the completion of all of the following to the satisfaction of the City:

1. An executive affidavit in a form attached as Exhibit C attesting that the Company

- has occupied the Leased Premises for twenty-four (24) consecutive months; and
2. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company and its Affiliates collectively currently employ 225 employees, when combined, with an average annual wage of \$78,000.

In the event the official employee reports submitted to the Texas Workforce Commission and to the City pursuant to subsections (b) 2 and (c) 2 of this Section reflect that the Company and its Affiliates collectively employ fewer than 225 employees, the amount of the respective Grant payment shall be proportionately reduced.

Notwithstanding anything contained herein to the contrary or any other provision of this Agreement, the Program Grant payment (and/or any portion thereof) shall not be due and payable, and this Agreement may be terminated by the City (that is, without any opportunity for cure by Stream), if Stream fails to timely comply with and satisfy to the City's satisfaction any of the conditions to the Program Grant payments (and/or any portion thereof) as set forth in this Section 4, above. Further, notwithstanding any other provision of this Agreement, in connection with the payment of the Program Grant (or any portion thereof) to Stream, if the City fails to make such payment, Stream shall submit a request for the same within six (6) weeks after the right to receive the same accrues to Stream.

Section 5. Default.

(a) **Event of Default by the Company.** If, during the Term of this Agreement the Company breaches any of the terms or conditions of this Agreement or fails to maintain any conditions of the Grant payments, then the Company shall be in default ("Event of Default"). In the event the Company defaults in its performance, then the City shall give the Company written notice of such default, and if the Company has not cured any default within thirty (30) days of said written notice, this Agreement may be terminated by the City. In the event of default by the Company and the continuation of such default for thirty (30) days after the written notice set forth above, the City shall have the following remedies, in addition to all other rights and remedies available at law or in equity:

(i) to nullify Section 3 of this Agreement and immediately seek reimbursement of any and all Grant Payments received by the Company; and/or

(ii) to seek specific enforcement of this Agreement.

(b) **Event of Default by the City.** Upon the occurrence of default by the City, the Company shall give written notice of such default, and if City has not cured the default within thirty (30) days within said written notice, this Agreement may be terminated by the Company. The Company shall have the right to seek specific performance of this Agreement as its sole and exclusive remedy.

Section 6. Termination; Reimbursement.

This Agreement shall terminate without notice or demand upon the occurrence of any one of the following:

- (a) the execution by both Parties of a written agreement terminating this Agreement; or
- (b) as otherwise provided for in this Agreement, including as set forth in Section 3, above; or
- (c) the expiration of the Term; or
- (d) at the option of either party (the “non-breaching party”) in the event the other party (the “breaching party”) breaches or fails to comply with any material term, condition, or provision of this Agreement and such breach or failure is not cured or remedied to the satisfaction of the non-breaching party within thirty (30) days after written notice thereof from the non-breaching party to the breaching party;
- (e) if Stream suffers an Event of Bankruptcy or Insolvency; or
- (f) at the City’s option, if any taxes or fees, owed by Stream to the City or the State of Texas shall become delinquent (provided, however, that Stream retains the right to timely and properly protest and contest any such taxes or fees, and the City’s right to terminate this Agreement shall be suspended during such protest and contest period).

If this Agreement is terminated pursuant to subsection (d), subsection (e), or subsection (f) of this Section, Stream shall promptly (but in any event within thirty (30) days of the date of termination) reimburse and repay to the City a sum equal amount of Grant payment made by the City up to the date of termination. All repayment and/or reimbursement amounts under this Agreement shall bear and include interest at the rate of 4% per year, compounded, from the date that the payment was initially made to Stream.

For purposes of this Section, “Event of Bankruptcy or Insolvency” means (i) the liquidation, dissolution, or termination of Stream as a going business, (ii) insolvency or a declaration of insolvency of Stream under any law, (iii) appointment of a receiver for Stream, (iv) any assignment or conveyance of all or a substantial portion of assets for the benefit of creditors, (v) a transfer in fraud of creditors according to any applicable law, or (vi) the filing of a petition by Stream for relief, or the filing of a petition against Stream for involuntary bankruptcy, under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy, or similar laws.

Section 7. Representations by the City.

The City represents that the City is a home rule Texas municipal corporation and to the best of its actual knowledge has the power to enter into this Agreement and to carry out its obligations hereunder. However, notwithstanding any other provision of this Agreement, it is understood and expressly agreed by Stream that the City does not warrant or guarantee that the Program Grant payment (and any part thereof) as described herein will be upheld as valid, lawful, enforceable or constitutional in the event the statutory or other authority for the same or the City's use thereof is challenged by court action or other action or proceeding (including any action or proceeding involving the Texas Attorney General). In the event such court or other action or proceeding related to the legality of this Agreement and the providing of the Program Grant (or any part thereof) is instituted, the Parties shall defend or respond to such action or proceeding at their respective expense. Should such litigation, action or other proceeding result in a determination that this Agreement or the payment of the Program Grant (or any part thereof) was or is prohibited under federal, state or local law (including any constitutional or charter provision), rule or regulation, and so result in the loss of the Program Grant as provided herein, Stream shall have no recourse against the City or any of its officials, officers, employees, agents, or volunteers, past or present, and Stream shall promptly repay to the City the Program Grant payment previously made to Stream by the City. In addition, the City represents that it shall use good faith efforts to expedite permitting for any tenant improvements that may be needed for the construction of the Leased Premises.

Section 8. Representations and Warranties by Stream.

Stream represents and warrants that:

- (a) Stream is a Texas limited partnership and has the legal capacity and the authority to enter into and perform its obligations under this Agreement, and the same shall be true and accurate at all times in connection with this Agreement;
- (b) The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement, and this Agreement is not in contravention of Stream's articles of formation or regulations, or any agreement or instrument to which Stream is a party or by which it may be bound as of the date hereof;
- (c) Stream has the necessary legal ability to perform its obligations under this Agreement;
- (d) No litigation or governmental proceeding is pending, or, to the knowledge of any of Stream's officers, threatened against or affecting Stream, which may result in a material adverse change in Stream's business, properties or operations sufficient to jeopardize Stream as a going concern; and

(e) This Agreement constitutes a valid and binding obligation of Stream, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

Section 9. Entire Agreement; Changes and Amendments.

This Agreement represents the entire and integrated agreement between the City and Stream with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of each of the City and Stream.

Section 10. Successors and Assigns; No Third Party Beneficiaries.

Stream shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a "Conveyance") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City, which may be withheld in the City's reasonable discretion. Other than a Conveyance in connection with a reorganization or restructuring that does not result in a change in ownership or control, any Conveyance of any kind or by any method without the City's prior written consent shall be null and void. Notwithstanding the foregoing, Stream shall have the right to assign this Agreement to an entity which (1) controls, is controlled by, or is in common control with Stream; or (2) results from the merger or consolidation with Stream, or (3) acquires all or substantially all of the assets of, interest in, or stock of Stream.

Any Conveyance approved by the City shall be expressly subject to all of the terms, conditions and provisions of this Agreement. In the event of any such Conveyance approved by the City, Stream shall obtain a written agreement (the "Assumption Agreement") from each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed whereby each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed agrees to be bound by the terms and provisions of this Agreement.

This Agreement shall be binding on and inure to the benefit of the Parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 11. Notice.

Any notice, statement and/or report required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day

following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To the City:

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

To Stream:

Stream
1950 N. Stemmons Fwy., Suite 3000
Dallas, Texas 75207
Attention: Chief Executive Officer

Section 12. Applicable Law; Venue.

This Agreement is subject to the provisions of the Charter and ordinances of the City, as amended or modified. This Agreement shall be construed under, governed by and is subject to the laws (including the constitution) of the State of Texas, without regard to choice of law rules, and all obligations of Stream and the City created by this Agreement are performable in Dallas County, Texas. Venue for any suit, action or proceeding under this Agreement shall lie exclusively in Dallas County, Texas. Each party hereby submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder. Each party waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

Section 13. Legal Construction/Partial Invalidity of Agreement.

The terms, conditions and provisions of this Agreement are severable, and in case 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 provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 14. Miscellaneous.

- (a) The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes.
- (b) Pursuant to Texas Government Code, Chapter 2264 (entitled "Restrictions on Use of Certain Public Subsidies"), Stream certifies that neither Stream, nor any branch, division, or department of Stream, knowingly employs, or will employ, an undocumented worker (as the term "undocumented worker" is defined in Section 2264.001 of the said Chapter 2264, Tex. Gov. Code) in connection with the Leased Premises, the Services provided by Stream at the Leased Premises, or this Agreement. Stream agrees that if,

during the term of this agreement and after it receives any payment or funds from the City pursuant to this Agreement, Stream , or a branch, division, or department of Stream , is convicted of a violation under 8 U.S.C. Section 1324a(f), Stream shall repay the amount of all Grant funds paid by the City to Stream with interest, at the rate of 4% per year, compounded, from the date that the payment was initially made to Stream , not later than the 120th day after the date the City notifies Stream of the violation.

(c) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(d) Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. All waivers must be in writing and signed by the waiving party, and the City's waiver of any right, or of Stream's breach, on one or more occasions will not be deemed a waiver on any other occasion. The City's failure to enforce or pursue any of its rights under or any provision of this Agreement shall not be or constitute a waiver of its rights or provision and shall not prevent the City from enforcing or pursuing that right or provision or any other right under or provision of this Agreement in the future. No custom or practice arising during the administration of this Agreement will waive, or diminish, the City's rights hereunder or to diminish the City's right to insist upon strict compliance by Stream with this Agreement.

(e) This Agreement is not confidential information and may be disclosed to the public.

(f) Any of the representations, covenants, and obligations of the Parties hereto, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

(g) It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

(h) The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

(i) The City agrees that with respect to this Agreement, no liability shall arise in favor of the City against any officer, director, member, agent or employee of Stream, but the City shall look solely to the assets of Stream for satisfaction of Stream's duties, obligations and liabilities arising under or in connection with the Agreement.

(SIGNATURES ON NEXT PAGES)

EXECUTED this ____ day of _____, 2016.

TOWN OF ADDISON

Wes Pierson, City Manager

ATTEST:

APPROVED AS TO FORM:

Laura Bell, City Secretary

Brenda N. McDonald, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of 2016, by
Wes Pierson, City Manager of the Town of Addison, Texas, on behalf of the town.

Notary Public, State of Texas

[SEAL]

EXECUTED this 21 day of December, 2016.


STREAM GAS & ELECTRIC, LTD.
a Texas limited partnership

By: 
Renee Hornbaker, Chief Financial Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st December day of 2016, by Renee Hornbaker, Chief Financial Officer of Stream Gas & Electric, Ltd.




Notary Public, State of Texas

[SEAL]

EXHIBIT A

AFFIDAVIT OF COMPANY OFFICER

LEASED PREMISES OCCUPATION AND CAPITAL INVESTMENT

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows (capitalized terms used but not defined herein have the same meaning as set forth in the Agreement (as defined below)):

I am an officer of Stream Gas & Electric, Ltd., a Texas limited partnership (the "Company"), and I am authorized by the Company to submit this Affidavit to the Town of Addison (the "City") on behalf of the Company with respect to the Economic Development Program Grant Agreement (the "Agreement") dated as of _____, 2016 by and among the City and the Company.

As such, I here do certify that as of and on _____, 201__ Company is occupying not less than 52,000 square feet of space within the Tollway Center located at 14675 Dallas Parkway, Addison, Texas 75254 (the "Leased Premises") and has made a combined capital investment of not less than Five Million and No/100s Dollars (\$5,000,000.00) on and within the Leased Premises.

I hereby certify under oath that the above statements are true and correct.

Stream Gas & Electric, Ltd.

By: _____

Typed name: _____

Title: _____

Date: _____

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on this the _____ day of _____, 201__.

Notary Public, State of Texas

[SEAL]

EXHIBIT B

AFFIDAVIT OF COMPANY OFFICER

LEASED PREMISES 12 MONTH CERTIFICATION

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows (capitalized terms used but not defined herein have the same meaning as set forth in the Agreement (as defined below)):

I am an officer of Stream Gas & Electric, Ltd., a Texas limited partnership (the "Company"), and I am authorized by the Company to submit this Affidavit to the Town of Addison (the "City") on behalf of the Company with respect to the Economic Development Program Grant Agreement (the "Agreement") dated as of _____, 2016 by and among the City and the Company.

As such, I here do certify that as of and on _____, 201__ Company has continued to occupy not less than 52,000 square feet of space within the Tollway Center located at 14675 Dallas Parkway, Addison, Texas 75254 (the "Leased Premises") for a period not less than the last 12 consecutive months from the initial date of occupancy.

I hereby certify under oath that the above statements are true and correct.

Stream Gas & Electric, Ltd.

By: _____

Typed name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on this the _____ day of _____, 201__.

Notary Public, State of Texas

[SEAL]

EXHIBIT C

AFFIDAVIT OF COMPANY OFFICER

LEASED PREMISES 24 MONTH CERTIFICATION

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows (capitalized terms used but not defined herein have the same meaning as set forth in the Agreement (as defined below)):

I am an officer of Stream Gas & Electric, Ltd., a Texas limited partnership (the "Company"), and I am authorized by the Company to submit this Affidavit to the Town of Addison (the "City") on behalf of the Company with respect to the Economic Development Program Grant Agreement (the "Agreement") dated as of _____, 2016 by and among the City and the Company.

As such, I here do certify that as of and on _____, 201__ Company has continued to occupy not less than 52,000 square feet of space within the Tollway Center located at 14675 Dallas Parkway, Addison, Texas 75254 (the "Leased Premises") for a period not less than the last 24 consecutive months from the initial date of occupancy.

I hereby certify under oath that the above statements are true and correct.

Stream Gas & Electric, Ltd.

By: _____

Typed name: _____

Title: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on this the _____ day of _____, 201__.

Notary Public, State of Texas

[SEAL]

Work Session and Regular Meeting**Meeting Date:** 01/24/2017**Department:** Infrastructure- Development Services**AGENDA CAPTION:**

Present, Discuss, And Consider Action On **A Resolution To Approve An Agreement Between The Town Of Addison And Kimley-Horn, Inc., And Associates For Services Related To The Town Of Addison's Americans With Disabilities Act (ADA) Self-Evaluation And Transition Plan And Authorize The City Manager To Execute The Agreement In The Amount Not To Exceed \$338,000.**

BACKGROUND:

In 1990, the US Congress passed the Americans with Disabilities Act (ADA). The ADA has five titles; Title II prohibits discrimination against people with disabilities by public entities, such as state or local government and any of their departments. All activities, services, and programs of public entities are covered, including official meetings, courts, all departments, facilities, and employment practices.

Title II of the ADA requires that all state and local governments with more than 50 employees conduct a self-evaluation and develop a transition plan that sets forth the steps necessary to bring all of their activities, services, and programs into compliance with ADA requirement. The requirement includes the following basic elements:

- Self-evaluation of the Public Right-of-Way, Facilities, Parks, Programs, Policies, Design Criteria and Website
- Development of a Transition Plan
- Designation of an ADA Coordinator
- Development of an ADA compliant procedure and grievance process

The Department of Justice (DOJ) has been charged with making sure that public entities are compliant with the requirements of the Act and that they have initiated plans to remove access barriers in their jurisdictions. If DOJ's investigation finds that no self-evaluation has been performed and no transition plan is in place or underway, they have the authority to compel the entity to make all necessary compliance improvements within a certain time period, usually three years, without regard to budgets. In order to demonstrate progress toward reaching compliance, the public entity must take the following steps:

1. Designate an ADA coordinator
2. Provide public notice about ADA requirements
3. Establish a grievance procedure
4. Develop internal design standards, specifications, and details
5. Develop self-evaluations and transitions plans
6. Approve a schedule and budget to implement the Transition Plan
7. Monitor progress on implementation of the Transition Plan

In order to make sure the Town of Addison is making progress toward compliance with the Act, a Request for Qualifications for firms qualified to provide ADA Self-Evaluation and Transition Plan services was issued on October 7, 2016 and was closed on October 27, 2016. Four proposals

were received and the breakdown of the rating for each firm is as follows:

Name of Firm	Past Record (40)	Workload (20)	Capability & history (15)	Technical Competence (15)	Understanding Scope (10)	Total Score (100)
Kimley-Horn	40	20	15	15	10	100
Meeting the Challenge, Inc	20	20	10	5	5	60
Recreating Accessibility Consultants, Inc	15	20	5	5	3	48
Altura solutions, L.P.	40	20	8	13	6	87

Kimley-Horn was selected by the section committee as the most qualified firm to provide these services. Kimley-Horn is a full-service firm that specializes in engineering, planning, and design and has provided ADA self-evaluation and transition plan service to several Texas cities such as Flower Mound, Frisco, Coppell, Bryan and College Station. The consultant team also includes Accessology, a national leader in providing accessibility consulting services that is dedicated solely to all facets of access compliance.

The Kimley-Horn team will assist the Town with the preparation of the Town of Addison's Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan. The scope of work will include, but not be limited to, a review of Town facilities and associated parking lots, parks and associated parking lots, certain signalized intersections, existing sidewalks and associated curb ramps, design and construction standards, documented public concerns, sponsored boards and commissions, programs, procedures and policies. A detailed scope of work is included in Exhibit A in the agreement in the attached resolution. From this assessment, a prioritized short, medium, and long-term capital improvement and funding plan will be developed. Kimley-Horn will also provide these same services to the airport as well, which will be funded from the Airport Fund.

The fee for these services came in at \$338,000, which is over the \$300,000 that was budgeted in the Infrastructure Investment Fund in the FY2017 budget. The overage is related to the services on the airport, \$38,000. In order to complete the plan to include the airport, staff proposes to fund the portion for the airport from the Airport Fund. Although this was not originally budgeted, the funds are available in the Airport Fund for this expenditure. A breakdown of the fee schedule can be found on pages 7 and 11 of Exhibit A.

The self-evaluation and transition plan development is expected to take approximately 12 months to complete.

RECOMMENDATION:

Administration recommends approval.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND KIMLEY-HORN AND ASSOCIATES, INC., FOR SERVICES RELATED TO THE TOWN OF ADDISON'S AMERICANS WITH DISABILITIES SELF-EVALUATION AND TRANSITION PLAN, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Agreement between the Town of Addison and Kimley-Horn and Associates, Inc., for services related to the development of the Town of Addison's Americans with Disabilities Self-evaluation and Transition Plan, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 24th day of January, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this ____ day of _____, 201__, by and between the Town of Addison, Texas ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC., ("the Consultant").

NAME OF PROJECT: **Addison Americans with Disabilities Self-Evaluation and Transition Plan** ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in **Exhibit A**, which is attached and made a part of this Agreement ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, including performance requirements, budgetary limitations, and copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in Exhibit A), a list of Town facilities and associated parking lots, parks and associated parking lots, signalized intersections, existing sidewalks and associated curb ramps, design and construction standards, documented public concerns, and sponsored Boards and Commissions. The Town will also furnish its programs, procedures, policies, employment practices, community interaction, building

codes and ordinances, emergency planning and evacuation plans, and grant the Consultant access to the Town website for evaluation.

(e) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(f) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(g) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(h) Cause to be provided such accounting, legal, independent cost estimating and insurance counseling services as may be required for the Project.

(i) If the Client designates a person to represent it at the site other than Consultant or its agent or employee, set forth the duties, responsibilities and limitations of authority of the representative and the effect on the responsibilities of the Consultant in an exhibit to this Agreement before services begin.

(j) Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.

(k) Attend the project kick-off meeting, monthly progress meetings, teleconference meetings, a public workshop, community meetings and related Town Council meetings.

(l) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(m) Bear all costs incidental to the responsibilities of the Client.

(3) Period of Services. This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work timely after receipt of a fully executed copy of this Agreement and any required retainer amount. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction,

postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.

(c) The Client shall also be invoiced for and shall pay to the Consultant all taxes, if any, whether state, local, or federal levied with respect to amounts paid hereunder.

(5) Method of Payment.

(a) Invoices will be submitted on a monthly basis to Client for services performed and expenses incurred. The Client may reasonably require additional information and/or documentation to verify invoices received. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and Kimley-Horn project number. The Client shall also pay any applicable sales tax, as authorized by law. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the lower of the rate of 12% per annum or the highest rate permitted by law, beginning on the 30th day. If the Client fails to make any payment due the Consultant under this Agreement that is not disputed by Client, within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings to secure its right to payment.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition except as Client may otherwise indicate in writing in connection with a payment. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Use of Documents. All documents, including but not limited to drawings, databases, specifications, reports, and data or programs stored electronically, prepared by or for the Consultant

pursuant to this Agreement are related exclusively to the services described in this Agreement, and, except to the extent described in this section below, shall belong to, and remain the sole property of Client's for its exclusive reuse at any time without further compensation and without any restrictions only if the Client has satisfied all of its payment obligations under this Agreement that are not in dispute. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Termination. This Agreement may be terminated (a) by either party upon fifteen days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, unless the non-terminating party corrects such default or presents a mutually agreeable plan to cure such failure within such time, or (b) upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination in accordance with and subject to the other terms and provisions of this Agreement. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(9) Insurance.

(a) At all times in connection with this Agreement, the Consultant shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

- (i) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.
- (ii) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (iii) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (iv) Professional Liability coverage at minimum limits of \$2,000,000 covering claims resulting from negligent engineering errors and omissions. This coverage must be maintained for at least four (4) years after the project for which Consultant's services are being provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter described herein.

(b) With reference to the foregoing insurance, Consultant shall specifically endorse applicable insurance policies as follows:

- (i) The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (ii) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

- (iii) A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
 - (iv) All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.
 - (v) All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
 - (vi) All insurance policies, which name the Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - (vii) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - (viii) Consultant may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
 - (ix) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.
- (c) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the execution of this Agreement (and updated as needed), and shall contain provisions representing and warranting the following:
- (i) List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
 - (ii) Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.
- (d) Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier.
- (e) Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.
- (10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of professional care and skill ordinarily exercised by consultants performing the same or similar

services in the same locality at the time the services are provided. Consultant warrants and represents that its services shall, to the best of Consultant's knowledge, information and belief as an engineer performing the practice of engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error. In accordance with the standard of care set forth herein, Consultant agrees that if it shall recommend unsuitable methodology for assessing and prioritizing ADA improvements in connection with the project or this Agreement or if its services should be defective in any way, Consultant will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Consultant's failure to meet the standard of care set forth herein. Except as may be set forth in this Agreement, no other warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) **CONSULTANT'S INDEMNITY OBLIGATION.**

IN CONSIDERATION OF THE GRANTING OF THIS AGREEMENT AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT AND CLIENT'S ELECTED AND APPOINTED OFFICIALS, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (COLLECTIVELY, "CLIENT PERSONS" AND EACH BEING A "CLIENT PERSON"), FROM AND AGAINST ANY AND ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR, RELATED TO, OR ARISING OUT OF INJURIES (INCLUDING BUT NOT LIMITED TO DEATH), LOSSES, EXPENSES, LIABILITY, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, SUITS, HARM, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), OF ANY KIND OR NATURE WHATSOEVER, MADE UPON OR INCURRED BY CLIENT OR BY ANY OTHER CLIENT PERSONS, (COLLECTIVELY, "CLAIMS"), TO THE EXTENT DAMAGES ARE CAUSED BY OR RESULT FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR BY THE CONSULTANT'S EMPLOYEE, OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (THE CONSULTANT'S EMPLOYEE, AGENT, CONSULTANT UNDER CONTRACT, OR SUCH OTHER ENTITY BEING, COLLECTIVELY, "CONSULTANT PERSONS").

WHEN CLAIMS ARISE OUT OF THE CO-NEGLIGENCE OR OTHER CO-LIABILITY OF CLIENT OR OTHER CLIENT PERSON AND THE CONSULTANT OR ANY CONSULTANT PERSONS, CONSULTANT'S LIABILITY UNDER THIS ARTICLE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN DEFENSE OF CLAIMS) EQUAL TO CLIENT PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR OTHER LIABILITY THAT CAUSED THE LOSS ATTRIBUTABLE TO SUCH NEGLIGENCE OR OTHER LIABILITY. LIKEWISE, IN SUCH INSTANCE, CONSULTANT'S LIABILITY, IF ANY, FOR CLIENT PERSON'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO CLIENT PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR OTHER LIABILITY THAT CAUSED THE LOSS ATTRIBUTABLE TO SUCH NEGLIGENCE OR OTHER LIABILITY.

THE PROVISIONS IN THE FOREGOING DEFENSE, INDEMNITY AND HOLD HARMLESS ARE SEVERABLE, AND IF ANY PORTION, SENTENCE, PHRASE, CLAUSE OR WORD INCLUDED THEREIN SHALL FOR ANY REASON BE HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, VOID, OR UNENFORCEABLE IN ANY RESPECT (INCLUDING, WITHOUT LIMITATION, FOR VIOLATING SECTION 271.904(A), TEX. LOC. GOV. CODE, OR SECTION 130.002(B), TEX. CIV. PRAC. & REM. CODE), SUCH INVALIDITY, ILLEGALITY, VOIDNESS, OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PROVISION THEREOF, AND THIS DEFENSE, INDEMNITY AND HOLD HARMLESS PROVISION SHALL BE CONSIDERED AS IF SUCH INVALID, ILLEGAL, VOID, OR UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED IN THIS AGREEMENT.

CONSULTANT SHALL PROMPTLY ADVISE CLIENT IN WRITING OF ANY CLAIM OR DEMAND AGAINST CLIENT OR ANY OTHER CLIENT PERSON, CONSULTANT, OR CONSULTANT PERSON RELATED TO OR ARISING OUT OF CONSULTANT'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONSULTANT'S SOLE COST AND EXPENSE. CLIENT PERSONS SHALL HAVE THE RIGHT, AT CLIENT PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONSULTANT OF ANY OF ITS OBLIGATIONS HEREUNDER. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(12) Consultant Representations. Consultant represents and warrants that it has all necessary licenses, permits, certificates, or other authorization to perform the work and services described in the Addison Americans with Disabilities Self-Evaluation and Transition Plan Agreement for Professional Services. Consultant acknowledges that Client is entering into this Agreement in reliance on Consultant's professional abilities with respect to performing the services set forth in this Agreement.

Consultant further represents and warrants that:

- its services and work will be provided in a professional, good and workmanlike manner, consistent with the professionally accepted practices and standards that are in use in Consultant's line of business as of the time such services and work are provided;
- it has the skills, qualifications, experience and financial capability necessary to perform the services described in this Agreement and has performed and continues to perform the same and similar services for other businesses (including governmental entities); and
- it is and shall be during all time of this Agreement validly existing and authorized to do business, and be in good standing in the State of Texas.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by either party arising out of this Agreement or its breach may by agreement of the parties be submitted first to mediation.

(15) Hazardous Substances. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(16) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. Neither party hereto shall assign, sublet, convey or otherwise transfer any rights or duties under, or interest in this Agreement, without the written consent of the other party. The Consultant may, with Client's prior written consent, augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant does so, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. If any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions.

(a) This Agreement is to be governed by the law of the State of Texas, without regard to choice of laws rules of any jurisdiction. In the event of any suit, action, or proceeding under this Agreement, exclusive venue for the same shall lie in Dallas County, Texas. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that

is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

- (b) Consultant is and shall in all events be an independent contractor exercising control over its work and services and the manner in which they are performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow Client to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by Consultant shall be provided in a manner consistent with all applicable laws, rules, standards and regulations governing such work and services.
- (c) The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.
- (d) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.
- (e) The persons signing this Agreement on behalf of the parties have the authority to do so.
- (f) For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded. Section headings herein are for convenience only and shall not be used in interpretation of this Agreement.

(g) For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail. Addresses for notices and communications are as follows:

To Consultant:	To Client:
Kimley-Horn and Associates, Inc.	Town of Addison, Texas
12750 Merit Drive	5300 Belt Line Road
Suite 1000	Dallas, Texas 75254
Dallas, Texas 75251	Attn: City Manager

(h) From time to time either party may designate another address and person to whom attention is to be sent within the State of Texas for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

TOWN OF ADDISON, TEXAS

BY: _____

Wesley S. Pierson

ITS: _____
City Manager

ATTEST: _____

(IF CORPORATION, AFFIX CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  _____

Eric Z. Smith

ITS: Assistant Secretary

ATTEST:  _____

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. The project schedule is assumed to be 12 months.
- 1.2 The Consultant will prepare a project schedule and update it on a weekly basis.
- 1.3 The Consultant will prepare monthly progress reports.
- 1.4 The Consultant anticipates biweekly calls between the Consultant's Project Manager and the designated Town staff to review the status of tasks and to keep the schedule current.

Task 2 – Project Kick-off Meeting

- 2.1 Meet with Town staff to introduce the proposed project tasks and schedule. The proposed method for prioritizing barrier removal projects identified during the Self-Evaluation task will be presented. The Consultant will coordinate with Town staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process and facility evaluations.

Task 3 – Self-Evaluation

- 3.1 Document current programs, procedures, and policies related to the activities and services available to the public and correlate with barriers to access. The following is a list of current programs, procedures, and policies that will be evaluated:
 - Athletic Club
 - City Manager's Office
 - Boards and Commission
 - Volunteer
 - Addison Conference Center and Theatre
 - Economic Development
 - Financial & Strategic Services
 - Fire Department
 - Emergency Management
 - Emergency communications
 - Programs and community outreach
 - General Services
 - Human Resources
 - Employment practices
 - Job descriptions
 - Employee manual
 - Information Technology
 - Infrastructure & Development Services
 - Municipal Court

EXHIBIT A

- Parks
 - Police
 - Addison Citizens assisting police
 - Community Outreach
 - Service Center
 - Special Events
 - Town Hall
 - Addison Treehouse
 - Employment Practices
 - Community Interaction
 - Building Codes
 - Ordinances
 - Emergency Planning/Evacuation
 - Town Website (cursory review)
- 3.2 Meet with Town staff representing major program areas and orient them to the process that will be used to update and evaluate policies and programs, including the development of a program services survey. Produce staff workshop materials and handouts, conduct the staff orientation workshop, and prepare a report of action items resulting from the workshop.
- 3.3 Assist the Town in establishing an ADA Liaison Committee that will meet throughout the process of completing the self-evaluation and updating the Transition Plan, and will continue to meet and actively participate after the completion of this project. The ADA Liaison Committee will also assist in designating the ADA Coordinator for the Town.
- 3.4 Evaluate the current level of program accessibility within each department by administering a program survey and/or conducting an in-person survey as necessary with Town staff. The survey will assist in evaluating current Town status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.
- 3.5 Conduct departmental support interviews to confirm the status of policies and programs, and support the survey process.
- 3.6 Review existing Boards and Commissions and their procedures in dealing with ADA accessibility requirements.
- 3.7 Review current Town design standards for compliance with the ADA.
- Transportation Plan
 - Standard Construction Details
 - Paving
 - Traffic Details
 - Traffic

EXHIBIT A

- Utilities Trenchline & Street Restoration
 - Local Roadways
- 3.8 Establish field teams that will conduct evaluations based on forms developed by the Consultant in consultation with the Town based on the 2010 ADA Standards and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). All field data will be compatible with the Town's existing Geographic Information System (GIS).

3.7.1 Facilities Listing

3.7.1.1 Buildings and Parking Lots.– The following buildings owned or leased by the Town will be included in this project:

	Location Name	Property Address
1.	Addison Circle Park Pavilion	4790 Addison Circle Drive
2.	Athletic Club	3900 Beltway Drive
3.	Central Fire Station	4798 Airport Parkway
4.	Conference Centre	15650 Addison Road
5.	Finance Building	5350 Belt Line Road
6.	Fire Station 2	3950 Beltway Drive
7.	Police and Courts	4799 Airport Parkway
8.	Police Substation Addison Circle (leased)	4943 Addison Circle
9.	Police Substation Vitruvian (leased)	3850 Vitruvian Way
10.	Service Center	16801 Westgrove Drive
11.	Stone Cottage	15650 Addison Road
12.	Theatre Centre	15650 Addison Road
13.	Town Hall	5300 Belt Line Road
14.	TreeHouse (leased)	14681 Midway Road, Suite 200

3.7.1.2 Building Sidewalks – Approximately 2 linear miles of building sidewalk will be included in this project. All curb ramps along this sidewalk will be evaluated.

EXHIBIT A

3.7.1.3 Parks and Parking Lots – The following parks will be included in this project:

Location Name	Property Address
1. Addison Circle Park	4950 Addison Circle Drive
2. Addison Town Park	3799 Sidney Drive
3. Les Lacs Park	3901 Beltway Drive
4. Quorum Park	16201 Quorum Drive
5. Redding Trail Dog park	located south of 14677 Midway Road
6. Vitruvian Park	3966 Vitruvian Way
7. Winnwood Park	5580 Belt Line Road

3.7.1.4 Park Sidewalks – Approximately five (5) linear miles of park sidewalk will be included in this project. All curb ramps along this sidewalk will be evaluated.

3.7.1.5 Signalized Intersections – Nineteen (19) signalized intersections will be included in this project.

3.7.1.6 Sidewalks – Up to 18 linear miles of arterial sidewalk will be included in this project. All unsignalized intersections, driveways, and curb ramps (up to 800 curb ramps) along this sidewalk will be evaluated.

3.8 Survey Data Report. The Consultant will create a separate report for each facility type. Each facility report will identify compliance status of each facility with regards to both federal and state standards and include the following:

- Listing of facilities that are in compliance with current standards.
- Listing of facilities that are not in compliance with current ADA requirements.
- Recommended actions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by the Consultant and Town staff.
- "Cost report" that assigns conceptual budget estimates to each recommended action.
- Photolog summary for each facility.
- Catalog of sidewalk, curb ramp, and signalized intersection data compatible with the Town's existing GIS databases (including mapping of the various facility types).

Task 4 – Transition Plan Development

- 4.1 Coordinate with Town staff in the development of a strategy for developing the Transition Plan, including a review of Town ordinances, design policies, design standards related to curb ramps and sidewalks. Identify issues which should be addressed to confirm that policies are nondiscriminatory to people with disabilities.
- 4.2 Assist the Town in developing a process and format to evaluate the accessibility

EXHIBIT A

improvements identified in Task 3, utilizing prioritization and evaluation criteria. Existing evaluation methodology will be analyzed and recommendations made for necessary improvements.

- 4.3 Recommend prioritization criteria for creating an implementation schedule for accessibility improvements.
- 4.4 Prioritize the accessibility improvements by facility type and severity, providing cost estimates for the recommended modifications.
- 4.5 Evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.
- 4.6 Define an ongoing budget needed for ADA modifications. Potential funding sources will be researched and recommended to most effectively achieve compliance.
- 4.7 Assist in the development and preparation of a long-range financial plan for identified ADA modifications.
- 4.8 Work with the Town to define the role and responsibilities of the ADA Coordinator.
- 4.9 Assist the Town to develop an ADA grievance policy and procedure.
- 4.10 Prepare a plan summary document that will serve as a resource guide for Town staff in a program / database that can be utilized to run reports that can provide detailed modifications, costs, and priorities for the transition plan (Access compatible).

EXHIBIT A

- 4.11 Prepare a draft Self-Evaluation and Transition Plan for the Town. The Plan will include:
- An executive summary which will describe the project purpose, process, and most significant findings;
 - A summary of findings and recommendations for all items in Task 3;
 - A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation; and
- 4.12 Following review by the Town and relevant community review of Draft Plan, the Consultant will incorporate comments and prepare the Final Plan.

Task 5 – Staff Training

- 5.1 Conduct one (1) staff training session (up to eight (8) hours) in providing accessible programs, activities, and services. The training will include disabilities etiquette, technologies, and procedures that can assist Town staff in providing services to people with disabilities as well as the technical information necessary to know where the risk factors are in terms of litigation. Any request to record, videotape, or reproduce any of the training materials with the intent to train outside consultants and contractors will be considered additional services.

Task 6 – Meetings

- 6.1 Up to three (3) monthly progress meetings with Town staff and the newly created ADA Liaison Committee. The Consultant will prepare all meeting materials and a summary of discussion items.
- 6.2 Up to three (3) Town Council meetings to introduce the project and present the Draft Self-Evaluation and Transition Plan. The Consultant will prepare all meeting materials and a summary of discussion items.
- 6.3 Up to three (3) community workshop / meetings to introduce the project, update the progress, and present the draft plan. The Consultant will prepare outreach materials, conduct the workshop, and prepare a summary of the workshop to highlight action items.
- 6.4 Up to two (2) teleconference meetings with various project stakeholders. The Consultant will prepare a summary of discussion items.

EXHIBIT A

Schedule: The Consultant will provide its services as expeditiously as practicable and work with the Town to develop a mutually agreeable schedule.

Deliverables: The Consultant will deliver the following materials to the Town:

1. One (1) PDF copy of the Draft ADA Self-Evaluation and Transition Plan and PDF planning level map of proposed improvements.
2. Two (2) paper copies and one (1) PDF of the Final ADA Transition Plan, including prioritized ADA modification plan, long-range financial plan, and PDF planning level map of proposed improvements. All appendices will be provided in PDF format.
3. Field work in GIS shapefile format, compatible with the Town's GIS system.
4. A program / database utilized to provide detailed modifications, costs, and priorities for the transition plan (Access compatible).

Fee Schedule:

Task	Fee
Task 1 – Project Management	\$ 21,000
Task 2 – Kick-Off Meeting	\$ 7,800
Task 3 – Self-Evaluation	
Programs, Procedures, and Policies	\$ 19,900
Buildings	\$ 27,600
Parks	\$ 32,300
Signalized Intersections	\$ 8,800
Sidewalks	\$ 28,100
Unsignalized Intersections	\$ 48,500
Task 4 – Transition Plan Development	\$ 47,100
Task 5 – Staff Training	\$ 10,900
Task 6 – Meetings	\$ 48,000
TOTAL	\$ 300,000

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

ADA Self-Evaluation and Transition Plan Update – Addison Airport

Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. The project schedule is assumed to be 3 months.
- 1.2 The Consultant will prepare a project schedule and update it on a weekly basis.
- 1.3 The Consultant will prepare monthly progress reports.

Task 2 – Project Kick-off Meeting

- 2.1 Meet with Town and Addison Airport staff to introduce the proposed project tasks and schedule. The proposed method for prioritizing barrier removal projects identified during the Self-Evaluation task and the process that will be used to evaluate policies and programs, including the program services questionnaire, will be presented. Coordinate with Town and Addison Airport staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process and facility evaluations.

Task 3 – Self-Evaluation

Program, Services, and Activities Review

- 3.1 Document current Addison Airport programs, procedures, and policies related to the activities and services available to the public and correlate with barriers to access. The following is a list of current programs, procedures, and policies that will be evaluated:

- Addison Airport
 - Leases
 - T-hangers & Patio (Shade) Hangers
 - Conventional Hangers
 - Ground Leases
 - Museum
 - Hangar Office/Leasing
 - Aviation Consulting
 - Car Rental
 - Avionics Sales/Repairs
 - Charter Cargo
 - Charter Passenger
 - Corporate Flight
 - Flight Instruction
 - Instrument Sales/Repair
 - Aircraft Rental
 - Aircraft Sales
 - Airport Management

ADA Self-Evaluation and Transition Plan Update
Addison Airport

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- FAA Control Tower Access Requirements
 - U.S. Customs Process
 - Airport Rules and Regulations
 - Airport Master Plan
- 3.2 Evaluate the current level of program accessibility within Addison Airport by administering a program survey and/or conducting an in-person survey as necessary with Addison Airport staff. The survey will assist in evaluating current Addison Airport status regarding ADA requirements including airport circulation/flow, use of international symbol of accessibility, elements pertaining to flight (ticketing/check-in areas), passenger loading/unloading, parking, sub-buildings used for lease purposes, hangars, ground leases, wayfinding, public services, museum, policies, and equipment.
- 3.3 Conduct departmental support interviews to confirm the status of policies and programs, and support the survey process.

Facility Reviews

- 3.4 Establish field teams that will conduct evaluations based on forms developed by the Consultant in consultation with the Town and Addison Airport staff based on the 2010 ADA Standards. All field data will be compatible with the Town's existing Geographic Information System (GIS).
- 3.4.1 Facilities Listing
- 3.4.1.1 Addison Airport – The following facilities will be included in this project:
- Terminal Building
 - Conventional Hangar Buildings (not T-hangars)
 - Museum
 - Airport Fire Station
- 3.5 Survey Data Report. The Consultant will create a separate report for each airport facility. Each facility report will identify compliance status of each facility with regards to both federal and state standards and include the following:
- Listing of facilities that are in compliance with current standards.
 - Listing of facilities that are not in compliance with current ADA requirements.
 - Recommended actions to resolve non-compliance issues for each facility.
 - Prioritized list of improvements using criteria developed by the Consultant, Town staff, and Airport staff.
 - "Cost report" that assigns conceptual budget estimates to each recommended action.
 - Photolog summary for each facility.
 - Catalog of airport facility data compatible with the Town's existing GIS databases (including mapping of the various facility types).

EXHIBIT A

Task 4 – Transition Plan Update

- 4.1 Evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.
- 4.2 Define an ongoing budget needed for ADA modifications. Potential funding sources will be researched and recommended to most effectively achieve compliance.
- 4.3 Assist in the development and preparation of a long-range financial plan for identified ADA modifications.
- 4.4 Prepare a draft Self-Evaluation and Transition Plan Update for the Town. The update will include:
 - A summary of findings and recommendations for all items in Task 3;
 - A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation; and
- 4.5 Following review by Town and Airport staff, the Consultant will incorporate comments and prepare the Final Plan Update.

Task 5 – Meetings

- 5.1 Up to one (1) progress meeting with Town and Addison Airport staff. The Consultant will prepare all meeting materials and a summary of discussion items.

Schedule: The Consultant will provide its services as expeditiously as practicable and work with the Town to develop a mutually agreeable schedule.

Deliverables: The Consultant will deliver the following materials to the Town:

1. One (1) PDF copy of the Draft ADA Self-Evaluation and Transition Plan Update.
2. Two (2) paper copies and one (1) PDF of the Final ADA Transition Plan Update, including prioritized ADA modification plan, and long-range financial plan. All appendices will be provided in PDF format.
3. Field work in GIS shapefile format, compatible with the Town's GIS system.
4. Update to the program / database developed in the ADA Self-Evaluation and Transition Plan project, utilized to provide detailed modifications, costs, and priorities for the Transition Plan (Access compatible).

EXHIBIT A

Fee Schedule:

Task	Fee
Task 1 – Project Management	\$ 2,000
Task 2 – Kick-Off Meeting	\$ 3,700
Task 3 – Self-Evaluation	
Programs, Procedures, and Policies	\$ 14,800
Facilities	\$ 10,800
Task 4 – Transition Plan Update	\$ 3,500
Task 5 – Meetings	\$ 3,200
TOTAL	\$ 38,000

Work Session and Regular Meeting**Meeting Date:** 01/24/2017**Department:** Human Resources

AGENDA CAPTION:Present And Discuss **An Update On Pay For Performance Increases.****BACKGROUND:**

In July 2014, City Council adopted a compensation philosophy that rewarded employees based on their performance. That philosophy states:

The purpose of the merit and market pay plan is threefold:

- *to encourage excellence in service by tying salary increases to job performance rather than tenure;*
- *to reward employees for their efforts and job performance;*
- *and to remain competitive with other metroplex cities in regards to the Town's compensation program.*

We will annually budget for Market and Merit adjustments for compensation that are fair and sustainable.

Based upon the City Manager's recommendation, \$825,700 was included in the Fiscal Year 2017 budget for pay for performance increases of up to 6% with an overall average across all employees of 4%.

Staff will provide Council a breakdown of how the pay for performance increases were awarded across the organization as well as include a historical look at compensation adjustments. In addition, as shared with Council during the budget process, a committee made up of employees from across the organization reviewed the Town's performance review document and made several recommendations to enhance the form and evaluation process. Staff will also provide an update on the performance review committee's goals and accomplishments.

Lastly, staff will provide total compensation information from our surrounding cities regarding each cities major benefit offerings including a midpoint comparison of several positions to Addison's midpoint. While the information does not reflect Addison's overall compensation picture in relation to the market or how employees can move through the range, it does provide a global picture for discussion.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Pay for Performance Update



Overview of Pay for Performance Increases Awarded for Fiscal Year 2017

Compensation Philosophy

The purpose of the merit and market pay plan is threefold:

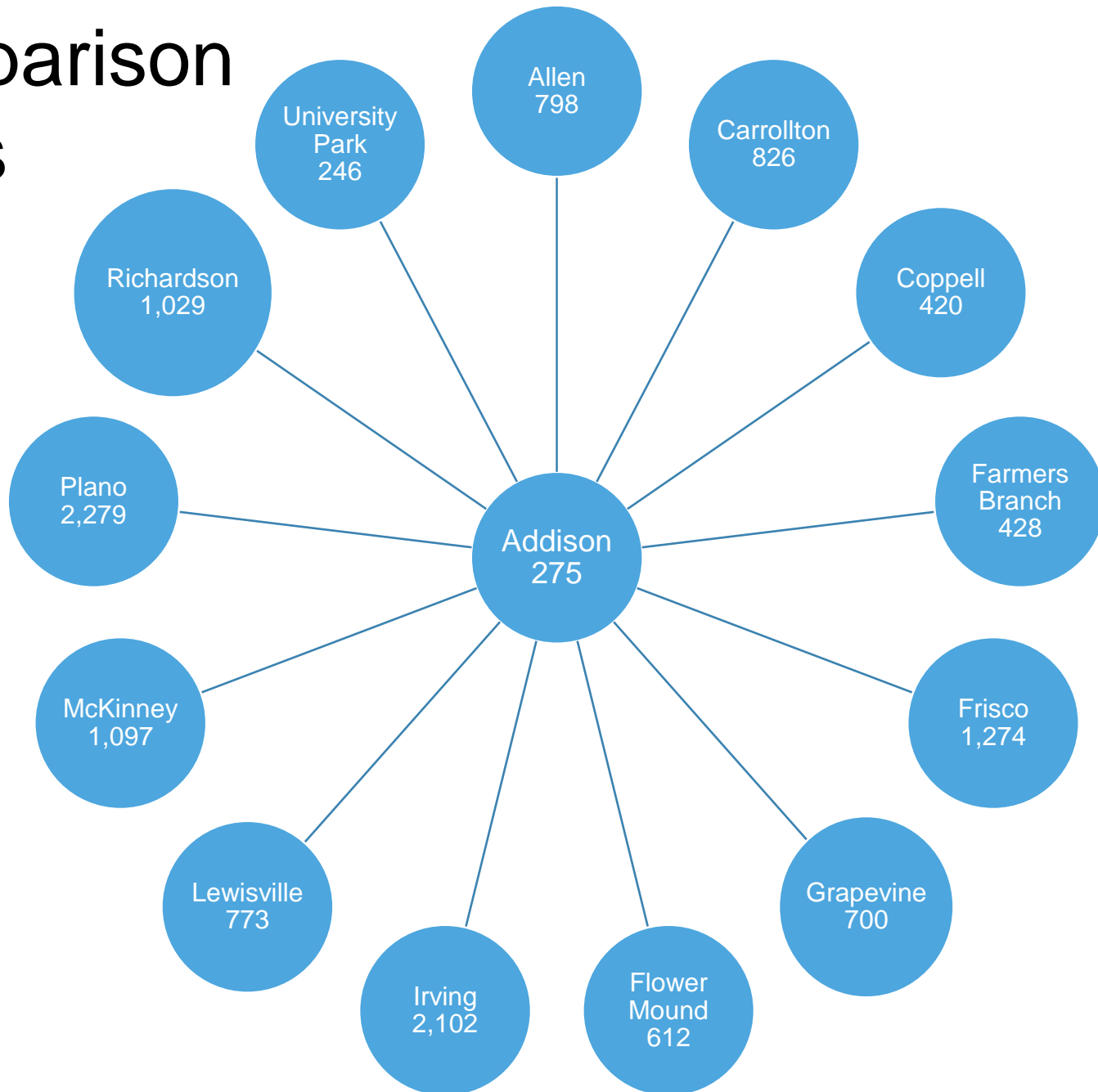
- to encourage excellence in service by tying salary increases to job performance rather than tenure;
- to reward employees for their efforts and job performance;
- and to remain competitive with other metroplex cities in regards to the Town's compensation program.

We will annually budget for Market and Merit adjustments for compensation that are fair and sustainable.

Adopted July 2014



Comparison Cities



Fiscal Year 2017 Budget Compensation

Based on the City Manager's recommendation, \$825,700 was included in the FY17 budget for pay for performance increases.

\$190,000 was also included to conduct and implement the results of a Certification Pay Study (Spring 2017).

Looking Back: Fiscal Year 2016 Compensation Adjustments

Civilian

- **Merit:** no merit increase was awarded
- **Market:** 2% market adjustment to the salaries based on a market study of our comparison cities

Public Safety

- **Merit:** no merit increase was awarded
- **Market:** 5% market adjustment to the salaries and salary ranges based on a market study of our comparison cities



Compensation History Summary

Total Average Increase
(ALL):
6.70%
FY16 Cost:
\$502,854

Total Average increase
(ALL):
7.38%
FY15 Cost:
\$1,054,658

Total Average increase
(ALL):
5.52%
FY14 Cost:
\$815,163

Total Average increase
(ALL):
5.90%
FY13 Cost:
\$879,486

Total Average increase
(ALL):
.96%
FY12* Cost:
\$132,229

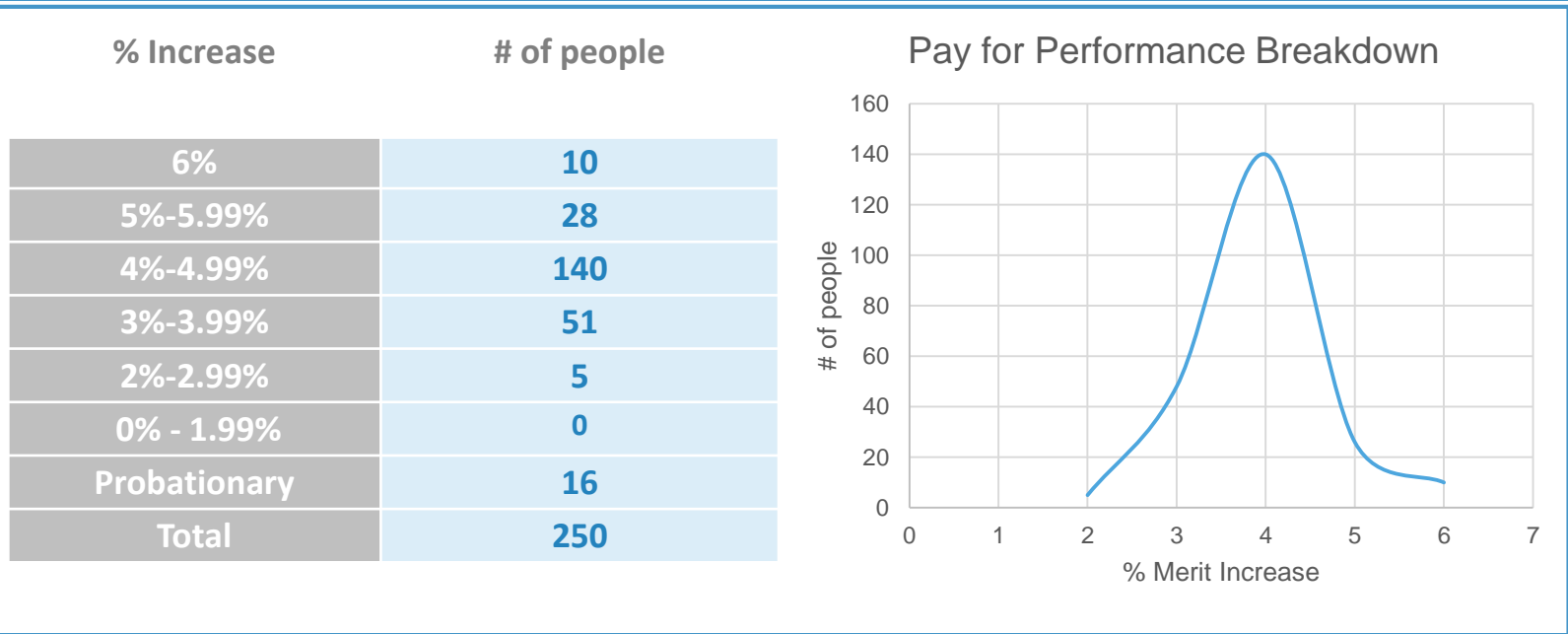
Total Average increase
(ALL):
.97%
FY11* Cost:
\$132,787

Total Average increase
(ALL):
1.97%
FY10 Cost:
\$276,605

Total Average increase
(ALL):
3.79%
FY09 Cost:
\$520,509



Pay for Performance/Merit Increase Breakdown for FY17



Fiscal Year 2017 Pay for Performance Merit Increase Awarded by Department

Department	Average Merit Increase Awarded - Including Lump Sums not added to the base	Total Dollar Amount Awarded for Compensation Adjustments
City Manager	4.08%	\$37,175.29
Economic Development	4.00%	\$11,997.82
Finance	3.70%	\$19,844.66
General Services	4.00%	\$10,696.87
Municipal Court	4.00%	\$8,616.06
Human Resources	4.06%	\$11,652.98
Information Technology	4.00%	\$23,247.02
Police	3.92%	\$166,426.18
Fire	4.04%	\$136,555.08
Development Services	4.00%	\$23,104.42
Streets	4.00%	\$3,120.00
Parks	3.93%	\$42,338.20
Recreation	4.00%	\$21,754.71
Conference Centre	4.00%	\$11,562.94
Marketing	4.00%	\$4,242.74
Special Events	4.00%	\$10,701.43
Utilities	4.03%	\$57,174.14
All Departments	3.99%	\$600,210.53



Performance Review Committee

Employee Committee Recommendations

- Two phase process

1st phase - Accomplishments

- ✓ Training: Mandatory Sessions for Directors & Supervisors
- ✓ Revised the evaluation form to include new categories (Innovation & Creativity)
- ✓ Added Departmental Categories
- ✓ Removed the Numbering Systems
- ✓ Narrowed the Overall Performance Evaluation Categories (Dropped Below Expectations Category)

2nd phase - (In progress)

- Meeting with Department Heads to assist in developing Departmental Evaluation Criteria
- Training for all employees on new form



Total Compensation Comparison



Midpoint Comparison + Benefits Comparison of Selected Positions

Addison Job Class	Midpoint Average of Comparison Cities	Addison's Midpoint	Variance Between the Two Midpoints	Midpoint Average of Comparison Cities + Employer Provided Medical Benefits (employee only) + Retirement Contributions by City	Addison's Midpoint + Employer Provided Medical Benefits (employee only) + Employer Retirement Contributions	Variance Between the Two Midpoints
Accountant	\$59,462.00	\$57,528.00	-3.36%	\$75,060.00	\$72,983.00	-2.85%
Clerk/ Courts	\$38,637.00	\$37,409.00	-3.28%	\$51,587.00	\$50,047.00	-3.08%
Clerk/ Police Records	\$37,707.00	\$37,409.00	-0.80%	\$50,545.00	\$50,047.00	-0.99%
Director/ Fire Chief	\$151,517.00	\$129,997.00	-16.55%	\$180,403.00	\$155,598.00	-15.94%
Director/ Police Chief	\$154,251.00	\$129,997.00	-18.66%	\$183,519.00	\$155,598.00	-17.94%
Fire Captain	\$93,014.00	\$93,315.00	0.32%	\$113,577.00	\$113,780.00	0.18%
Firefighter/ Paramedic	\$62,934.00	\$62,550.00	-0.61%	\$79,285.00	\$78,707.00	-0.73%
Official/ Building	\$104,596.00	\$112,082.00	6.68%	\$126,798.00	\$135,175.00	6.20%
Parks Superintendent	\$82,551.00	\$83,329.00	0.93%	\$101,722.00	\$102,395.00	0.66%
Police Officer	\$65,972.00	\$65,344.00	-0.96%	\$82,748.00	\$81,893.00	-1.04%
Police Sergeant	\$84,756.00	\$84,261.00	-0.59%	\$104,162.00	\$103,459.00	-0.68%
Utility Operator 1	\$38,300.00	\$37,409.00	-2.38%	\$50,900.00	\$50,047.00	-1.70%



Health Insurance Overall Funding Ratio

City % of Overall Funding Rate	Average of Comparison Cities	Town of Addison
Employee Only	91%	97%
Employee + Family (with Spouse)	77%	66%

	City of Allen	City of Carrollton	City of Coppell	City of Farmers Branch	City of Flower Mound	City of Frisco	City of Grapevine	City of Irving	City of Lewisville	City of McKinney	City of Plano	City of Richardson	City of University Park
EE only	86%	96%	99%	99%	93%	96%	96%	77%	95%	85%	82%	88%	95%
EE + Family (with Spouse)	86%	90%	72%	79%	91%	71%	90%	71%	76%	77%	77%	53%	63%



Benefit Summary Employer Provided Options of Comparison Cities

	Dental Insurance (Employee Only)	Basic Life Insurance	Social Security	Vacation Day Accrual of 5 year Employee	Sick Leave Day Accrual Per Year	Tuition Reimbursement	Short Term Disability	Deferred Compensation	Longevity per month after year 1	Holidays
Allen	100%	100%/250K	No	15	9	Yes	No	Yes	\$4.00	9
Carrollton									\$4.00/Civil Service employees only	
	0%	100%/no cap	No	15	10	Yes	Yes	Yes		8
Coppell	100%	100%/400K	No	17	12	Yes	No	Yes	\$6.00	11
Farmers Branch									\$4.00 (0-14 years) \$5.00 (15 years+)	
	0%	100%/200K	No	15	15	Yes	No	Yes		9
Flower Mound	100%	100%/100K	Yes	15	12	Yes	No	Yes	\$4.00	11
Frisco	70%	100%/50K	Yes	15	12	Yes	Yes	Yes	\$4.00	9
Grapevine	100%	100%/350K	No	15	15	Yes	No	Yes	\$4.00	9
Irving	0%	100%/no cap	No	15	15	Yes	No	Yes	\$6.00	9
Lewisville	0%	100%/400K	No	15	15	Yes	No	Yes	\$4.00	9
McKinney	65%	100%/50K	Yes	15	17	Yes	No	Yes	\$5.00	9
Plano	57%	100%/510K	No	15	15	Yes	No	Yes	\$4.00	9
Richardson	0%	100%/50K	Yes	15	15	Yes	No	Yes	\$4.00	9
University Park	0%	100%/no cap	Yes	11	12	Yes	No	No	\$4.00	12
AVERAGE	46%	100%/236K	8 No/5 Yes	15	13	Yes	No	Yes	\$4.00	9
Addison	100%	100%/200K	No	12	12	Yes	Yes	Yes	\$4.00	9

