



REGULAR WORK SESSION & MEETING OF THE CITY COUNCIL

February 14, 2017

**ADDISON TOWN HALL
5300 BELT LINE RD., DALLAS, TX 75254**

**5:00 PM DINNER & EXECUTIVE SESSION
6:30 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:

- **Open Meetings Act**
- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**

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

- **Associate Judge Interviews**

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 Hotels In Addison And Underperforming Hotels.
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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

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

5. Consider **Action To Approve Meeting Minutes Of The January 24, 2017 Regular Council Meeting.**

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6. Consider Action On An **Ordinance Amending The Town's Financial Policies.**

Regular Items

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7. Hold A Public Hearing, Present, And Discuss **The Future Of The Playground Located In The Oncor Easement Near Dome Drive.**

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8. Hold A Public Hearing, Discuss, And Consider Action On An **Ordinance Rezoning The Property Located At 4021 Belt Line Road, On The North West Corner Of Belt Line Road and Runyon Road, From LR, Local Retail, to PD, Planned Development District, Allowing All Local Retail Uses Plus Medical And Dental Offices And Establishing Modified Development Standards. Case 1751-Z/Belt Line Square.**

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9. Hold A Public Hearing, Discuss, And Consider Action On An **Ordinance Rezoning The Property Located At 14345 Dallas Parkway By Amending Planned Development District Number O16-028 By Revising The Development Standards Relating To Building Height And Approving Development Plans For An Office Development. Case 1752-Z/Fourteen55 Dallas Parkway.**

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10. Hold A Public Hearing, Discuss, And Consider Action On An **Ordinance Rezoning The Property Lot Located At 5015 Spectrum Drive, On The South West Corner of Spectrum Drive and Edwin Lewis Drive, From C-1, Commercial-1, to a PD, Planned Development District, In Order To Provide A Maximum of 349 Multi-Family Residential Units and Approximately 5,500 Square Feet Of Future Retail Space, And Approving Development Plans. Case 1753-Z/AMLI Addison.**
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11. Present, Discuss, And Consider Action On A **Resolution Approving A Municipal Court Collection Services Agreement With Municipal Services And Authorizing The City Manager To Execute The Agreement.**

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12. Present And Discuss **The Distribution of Addison Library Cards.**
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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, 02/09/2017, no later than 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-2082

1.

Work Session and Regular Meeting

Meeting Date: 02/14/2017

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:

- **Open Meetings Act**
- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**

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

- **Associate Judge Interviews**

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-2083

2.

Work Session and Regular Meeting

Meeting Date: 02/14/2017

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-2074

3.

Work Session and Regular Meeting

Meeting Date: 02/14/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present And Discuss **Hotels In Addison And Underperforming Hotels.**

BACKGROUND:

Addison currently has twenty-three hotels and one more under construction. Over the years, the City Council has held numerous discussions regarding both the future of hotel development and the performance of the existing hotels. The Mayor has requested this item to discuss the Town's plans to address hotels that are perceived as not meeting the community's expectations.

Staff will offer a brief presentation and seek direction from the Council.

RECOMMENDATION:

Administration requests direction from Council.

Attachments

Presentation - Addison Hotel Discussion

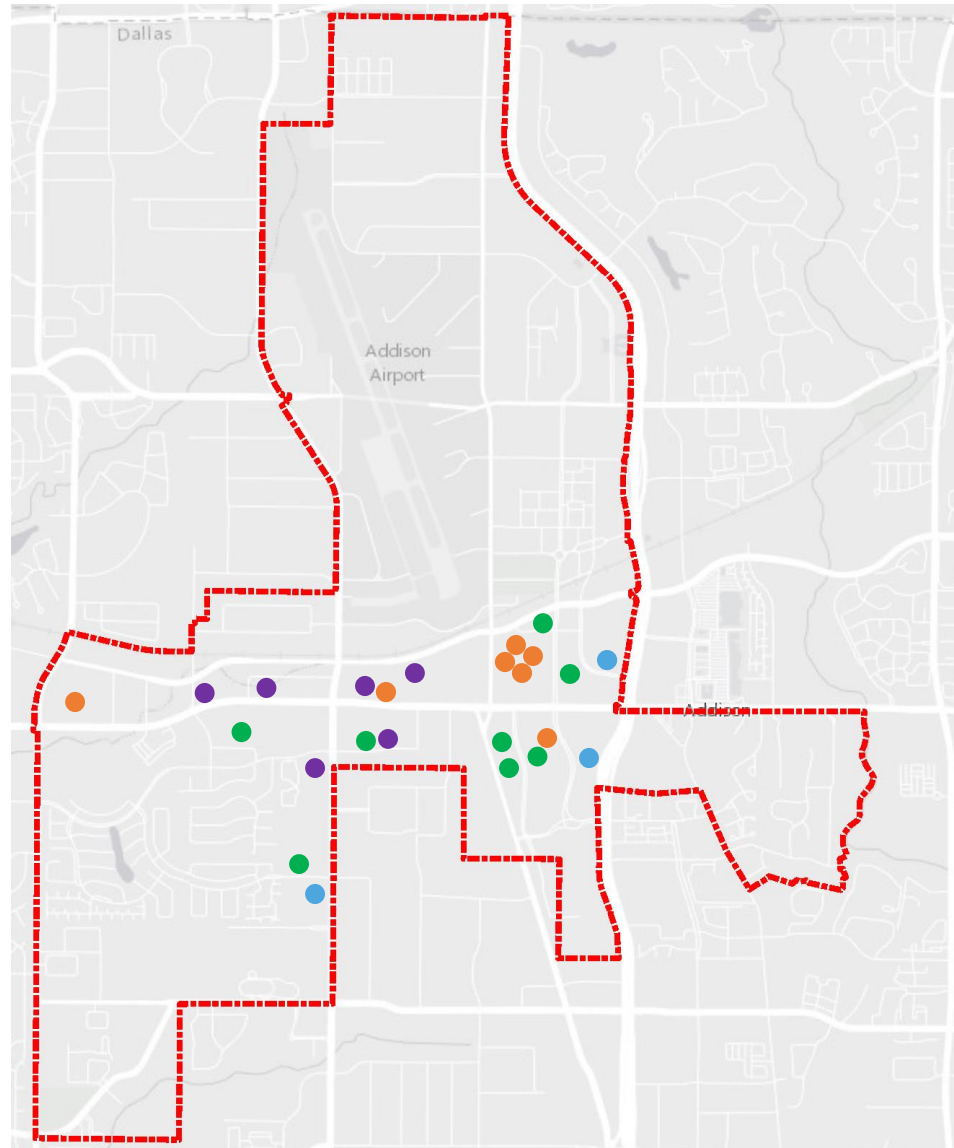
Underperforming Hotels

February 14, 2017

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

Addison Hotels

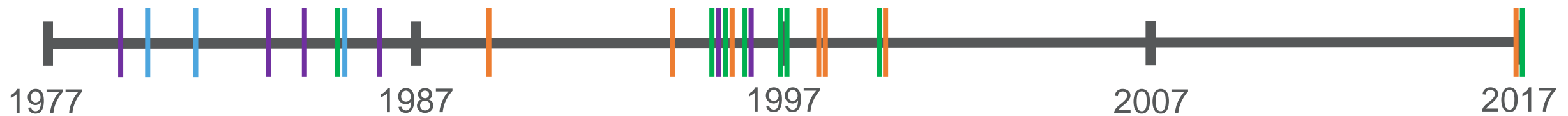
ADDISON



- Full Service
- Extended Stay
- Business Moderate
- Economy

Inventory Details

- 4,144 hotel rooms
- 24 properties (including one under construction)
- Average year of construction: 1993



● Full Service ● Extended Stay ● Business Moderate ● Economy

- **Previous:**

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

- **Current:**

- Hotel. A building or group of buildings providing overnight or short term lodging for transient guests on a **daily rate** to the general public. Customary hotel services such as **daily linen, maid services, and upkeep of furniture** shall be provided. The **entrance to each guest room shall only be gained from a completely enclosed area**, except first floor units which may also have direct access from an interior courtyard or swimming pool area. The structure shall **contain a lobby, fitness center and a minimum of 5,000 square feet of meeting facilities** and may contain a restaurant, business center, gift shop and other various personal services as accessory uses. **Not more than 30% of the rooms in a hotel may be suites.** Suites are defined as any room with a kitchenette or rooms without a kitchenette but with a parlor and sleeping area separated by a floor to ceiling partition.

Hotel Business Retention Unit

- Specialized unit within the Addison Police Department's Criminal Investigative Section
- Comprised of a sergeant and three investigators; typically work in plain clothes
- Core mission is to:
 - Educated businesses regarding crime prevention and mitigation
 - Liaison to our business community
 - Enforce, when necessary, State law and Town ordinances specifically regarding vice and narcotics offenses
 - Conduct undercover operations within businesses when necessary
 - Aid patrol operations at all levels
 - Coordinate cooperation with other law enforcement entities regarding business specific offenses

- Councils have previously discussed how to address aging hotels that do not meet community expectations
- 2013 – discussions centered on one hotel – no consensus reached
- 2013 – Comprehensive Plan
 - Goal: Keep Addison's hotels well-maintained and competitive
 - Objective: Provide support, both financial and administrative
 - Strategy: Provide grants for refurbishments and remodels
 - Strategy: Provide Special Events
 - Strategy: Encourage new development where appropriate
- 2015 – Council directed staff to change the definition of a hotel, no additional direction given

- Is there a problem?
 - What is the problem?
 - What information is necessary to define the problem?
 - How should the Town address the problem?

AI-2078

5.

Work Session and Regular Meeting

Meeting Date: 02/14/2017

Department: City Secretary

AGENDA CAPTION:

Consider **Action To Approve Meeting Minutes Of The January 24, 2017 Regular Council Meeting.**

BACKGROUND:

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

RECOMMENDATION:

Administration recommends approval.

Attachments

DRAFT Minutes

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

January 24, 2017

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

5:30 PM Executive Session

6:00 PM Work Session

7:30 PM Regular Meeting

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

Absent: Councilmember Angell

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**

Council convened into Executive Session at 5:31 pm.

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.

Council reconvened from Executive Session at 6:02 pm.

No action taken.

WORK SESSION

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

Director of Parks and Recreation Michael Kashuba presented the item to Council. Mr. Kashuba stated this item was to give Council an overview of the possibilities for recognition items within the new dog park and the funding options for those recognition items.

Council discussed the feasibility of certain sculptures and options in the dog park. Mr. Kashuba spoke about getting as many options into the design portion of the contract preparation. Mr. Kashuba stated the contractors are ready to receive the reports with all the inputs from the three groups (Addison Arbor Foundation, Addison Legacy Foundation and the Dog Park Committee) and get the project moving forward.

Mayor Meier stated he would like to see some type of recognition appropriate for the \$40,000 donation from Post Properties that is different from the other recognition options and something that is more Addison-fitting and reflective of the neighborhood.

Mayor Meier stated staff has the latitude to move forward but find alternatives for the dog silhouettes recognition items discussed and come back to the group for a consensus.

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4. Present And Discuss **The Findings Of The Inwood Road Special Area Study.**

Assistant Director Development Services Charles Goff presented the item to Council. Mr. Goff introduced the consultants working on the project, Joe Pobiner & Barry Hand with Gensler.

Mr. Goff stated the presentation and discussion would consist of the project area, the scope and schedule, the existing Town goals, public input, study findings and Town options.

Mr. Goff and Mr. Pobiner presented the information to Council.

Mr. Goff stated staff needed answers to 5 questions from Council:

1. Has Council heard any additional input that needs to be incorporated into the study findings?
2. Does Council agree with the proposed goals for the study area?
3. Does Council agree with the Character District approach?
4. Are there any elements within those options that Council wishes to include in the final development?
5. What are the next steps Council wishes to take?

Councilmember Duffy asked if the property owners were all involved or aware of the study.

Mr. Goff stated that all were aware and some of the owners participated and some did not.

Councilmember Walden asked how much lease space was vacant at this time.

Mr. Goff stated staff couldn't get a definite number, but it is known that the number is very large in this area.

Deputy Mayor Pro Tempore Hughes asked if the discussion was the first step in a number of discussions and if the decisions needed to evolve or is the discussion a high level discussion to look at all aspects of the study.

Mayor Meier stated staff needed direction at this point.

Mr. Goff stated before the Council decided what to do with the study, staff needed to find out if there was a consensus on the study. He asked if the goals were good and the character districts approach was acceptable. Mr. Goff stated there wasn't an Option A or B, but if there were elements of both that the Council liked, staff could incorporate those into the final plan and vision.

Mr. Pierson stated staff needed answers to the 5 questions listed

and once those answers were given, then Council could decide on future details and how much work is still needed.

Council agreed the main point of connectivity was important in both designs and they wanted to make sure it was incorporated into the final design and vision.

Mr. Pierson asked if Council had received any other feedback from others that should be incorporated into the study findings and final vision of the project.

Mayor Meier stated he had heard from the soccer complex group and they wanted to make sure that they were incorporated into the design in some way.

Mr. Goff stated that staff looked at that option in the early drafts. However, the community input showed it wasn't as high of a priority as staff had thought. Staff agreed it could be a great use and would try to envelope it into the final plan concept.

Mr. Pierson stated as time progresses, if Council received more input from the community, to let staff know and it could be considered in the final plan.

Mayor Meier stated he would like to see something incorporated into the plan that deals with the rail line that operates as a barrier going east. He stated he would also like to incorporate the Master Transportation Plan into this project and have both work together and not in conflict.

Mr. Pierson stated if the area redeveloped like staff hoped, the project is an example of where the Town can take advantage of the Master Transportation Plan and work in those details.

Council agreed with the proposed goals presented (question #2).

Council agreed with the Character District approach for question #3. All agreed it helped to break the big project up into pieces that were easier to plan and visualize.

Council agreed that question #4 would be an ongoing discussion with staff. Council would provide input as quickly as possible to allow the integration into the final plan.

Council agreed to the "proactive" approach outlined in the presentation for question #5.

Mayor Meier stated he hoped staff looked at this project with a framework approach similar to the Vitruvian project. He stated he wouldn't put too much detail into the plan at this point and let it evolve. Mayor Meier stated he would like to see how creative a public-private sector collaboration could be for the project.

Mr. Goff stated the next steps would be to formally adopt the plan and allow additional discussion as needed. The plan would need to be adopted through the Planning & Zoning process since it amends the Comprehensive Land Use Plan. After adoption, staff and Council can discuss how proactive to be and what to do strategically in the coming months.

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

Chief Financial Officer Olivia Riley presented the item to Council. Ms. Riley stated the presentation would cover changes to the Town's financial policies that staff is proposing for Council consideration. Once the policies were discussed, ordinances amending the policies with the proposed changes would be presented at a future Council meeting.

Ms. Riley stated that the first item would be to discuss the fund balance policy and establish a reserve policy for fund balance. Ms. Riley stated that the current policy is at 25% for all operating funds. During the budget season, Ms. Riley stated that staff understood the direction from Council was to adjust the General Fund minimum reserve balance to 30% of operating expenditures. Ms. Riley stated that in the Fiscal Year 2017 budget, the General Fund balance was adopted at 28.5% with the intention of increasing it to 30% in the future.

Staff proposed an incremental approach to reach the new 30% requirement being presented. Ms. Riley stated that staff proposed using annual savings from the previous operating year to assist in meeting the 30% requirement. Any additional savings could be allocated by the Council to the Infrastructure Investment Fund or to other projects.

The minimum reserve balance for all other Operational Funds was proposed to stay at the current requirement of 25% and the reserve balance for Special Revenue Funds was proposed to decrease to 10%.

Deputy Mayor Pro Tempore Hughes stated he was under the impression that the General Fund Fund Balance was adopted at 28.5% in order to add additional money to the Infrastructure Investment Fund with the intention of using savings from future fiscal years to raise the General Fund Fund Balance back to 30% and not require a multi-year phased approach. He stated the current 25% reserve requirement is a hard stop and 30% is a target. He asked if the 30% could be done right away without the phased approach.

Ms. Riley asked if the intention was to make the 30% reserve requirement the hard stop and increase the General Fund Fund Balance from 28.5% to 30% right away.

Mayor Pro Tempore Arfsten asked if there would be a change to the policy.

Mayor Meier asked if Deputy Mayor Pro Tempore Hughes recommended no changes to the policy but to have a goal of 30%. Deputy Mayor Pro Tempore Hughes agreed and suggested to use annual savings first to get the Town back to the goal of 30%.

City Manager Wes Pierson clarified that the current policy states that the reserve requirement is 25%. Deputy Mayor Pro Tempore Hughes agreed.

The Council discussed the purpose of the 5% difference between the 25% hard stop and the 30% goal. Mayor Meier stated he thought Council was interested in increasing the hard stop to 30%. Mr. Pierson stated staff felt they received the same direction during the budget season. Mayor Meier also stated he wished to put more money in the Infrastructure Investment Fund but that the Council consensus was to have the additional funds in the General Fund Fund Balance and not dedicated just to the Infrastructure Investment Fund.

Mr. Pierson stated he is comfortable with the current policy which reads that additional funds over the 25% reserve requirement can be used for one-time costs and one-time programs. He stated that staff proposed the phasing option if the Council wanted to increase the reserve requirement to 30% to give more flexibility in balancing operations with achieving the increased reserve requirement.

Mayor Pro Tempore Arfsten agreed with Deputy Mayor Pro Tempore Hughes with no change to the policy and a goal of 30%. Councilmember Walden agreed.

Councilmember Duffy stated he had the same understanding as the Mayor but could live with the current policy.

Councilmember Wilcox stated he is okay with the current policy but is concerned about the Infrastructure Investment Fund.

Mr. Pierson stated that the current policy and 30% goal allows the Council to have the flexibility to add additional dollars to the Infrastructure Investment Fund or towards other projects.

Deputy Mayor Pro Tempore Hughes asked if the audited data would be available in March for the annual savings. Mr. Pierson clarified that the audited numbers will be available in March but that there is a difference between actual audited numbers and budget numbers. Staff has put in a few fail safes: the first is that at the end of the fiscal year, staff will have a general idea of savings generated from revenues and expenditures; the second is in March when staff receives the audited numbers and if the savings are less than budgeted, staff will come back to Council for a budget amendment.

Mr. Pierson stated he received sufficient direction from Council and that staff will continue with the current fund balance policy for operating funds. Staff will budget for a certain percentage, but options will be proposed to Council for one-time expenditures.

Mayor Pro Tempore Arfsten suggested the budget be built around the 30% fund balance goal and use other revenues to achieve the goal allowing savings to be used to for other purposes. Mr. Pierson stated that it could be discussed during the budget process but that it could directly impact service levels.

Ms. Riley then presented the next discussion point on setting the fixed allocation of the maintenance and operation portion of the property tax rate for the Infrastructure Investment Fund at \$0.006201 and the Economic Development Fund at \$0.023716.

Mayor Meier stated that the funding for both the Infrastructure Investment Fund and the Economic Development Fund had been a practice in prior years and this change would add it into the financial policies. Mr. Pierson confirmed.

Council agreed on the change.

Mayor Meier stated he was still concerned that the dedicated amount going to the Infrastructure Investment Fund was too low and

hoped that future Councils would increase this portion of the tax rate.

Ms. Riley presented the next discussion point of memorializing the threshold of projects that could be funded out of the Infrastructure Investment Fund from a practice of \$250,000 to a policy of \$500,000. Deputy Mayor Pro Tempore Hughes stated he questioned the purpose of the fund since a lot of projects in the last budget cycle met the practice of the \$250,000 threshold but that the intent was to build it up. He stated that \$500,000 was a more appropriate threshold for this fund.

Councilmember Wilcox stated the threshold had been set to allow for the hiring consultants to obtain accurate numbers for potentially bond-funded projects. He stated the intent was to find out how much the projects really cost and that the fund would not be built up enough to cover the complete cost of the projects.

Deputy Mayor Pro Tempore Hughes stated that the smaller threshold of \$250,000 would bring forward multiple projects whereas the higher threshold of \$500,000 would limit the amount of projects.

Mr. Pierson stated that the \$250,000 threshold was a practice that was not formalized and the intent of this change was to define and formalize the threshold. He stated that staff would look for funding elsewhere for projects that are less than \$500,000. If other options were not identified, staff would bring it to Council for discussion and consideration.

Council agreed to formalize the threshold at \$500,000 for projects funded out of the Infrastructure Investment Fund.

Ms. Riley presented the next discussion point of amending the Capital Equipment policy of equipment that have a cost of \$5,000 or more from a useful life of one year to a useful life of three years. She stated that this is a best practice.

Council agreed with the change.

Ms. Riley presented the next discussion point of establishing a policy for Capital Improvements for any improvement that have a cost of \$25,000 or more and a useful life of at least 10 years. She stated that this is a best practice.

Council agreed with the change.

Ms. Riley presented the next discussion point of establishing a policy for Uncollectible Debt for the General Fund. Staff proposed that as of October 31, the CFO will review the uncollected debt and verify that staff has exhausted all means to collect it. The CFO would then be allowed to write off debt up to \$5,000, the City Manager could write off debt up to \$25,000, and debt over \$25,000 would go to Council for consideration. Examples of these types of debt would be false alarm and ambulance fees.

Council agreed with the change.

Ms. Riley presented the next discussion point of amending the Uncollectible Debt policy for the Utility Fund to match the proposed Uncollectible Debt for the General Fund.

Council agreed with the change.

An ordinance with all of the changes would follow at a future meeting.

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.

The Mayor requested that the Council agree to allow all six speakers instead of the 5 maximum as allowed in the guidelines to speak. Council agreed.

Mary Carpenter, 4006 Winter Park, spoke regarding her disapproval of allowing more apartments to be built in Addison. She also read a statement on behalf of another citizen.

Sheila Barkofske, 4130 Proton #26B, spoke regarding employee retention and benefits provided to Addison employees.

Tarea Doty, 4144 Towne Green Circle, spoke against the removal of the easement playground equipment.

Bianca Noble, 4008 Bobbin, spoke against the removal of the easement playground equipment.

Dawn Webb, 3820 Canot Lane, spoke against the removal of the easement playground equipment.

Allan Wood, 14790 Lochinvar Court, spoke regarding the recently passed Housing Policy amendments.

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 7-11 as submitted. Councilmember Duffy seconded the motion.

Deputy Mayor Pro Tempore Hughes stated he would like to make an edit to Item #10.

Mayor Pro Tempore Arfsten amended the motion to approve items 7-9 & 11. Councilmember Duffy seconded the amended motion. The vote was cast 6-0 in favor of the motion. Councilmember Angell was absent.

Deputy Mayor Pro Tempore Hughes stated that Item #10 needed to be revised to state that the Early Voting was April 28 through May 2, not May 1, 2017. Council agreed with the revision.

Deputy Mayor Pro Tempore Hughes moved approval of Item #10 with the revision to the Early Voting date. Councilmember Wilcox seconded the motion. The vote was cast 6-0 in favor of the motion. Councilmember Angell was absent.

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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.

Director of Infrastructure and Development Services Lisa Pyles presented the item to Council. Ms. Pyles stated this item would start the process for the Town to become ADA compliant in all facilities.

Mayor Meier asked if it is correct that the implementation of the plan

could cost more on a yearly basis.

Ms. Pyles stated that the self-evaluation would identify gaps where the Town is out of compliance and give a listing of what the Town would need to do to address the identified issues. The funding for the gaps would be included in the budget in the coming years. Each year would have a funding amount to cover certain aspects of the self-evaluation findings. Staff would bring a plan for a multi-year proposal to fund the projects needed.

Deputy Mayor Pro Tempore Hughes asked how long it would take to complete the self-evaluation and Transition Plan.

Ms. Pyles stated that this effort would take approximately 12 months to complete.

Deputy Mayor Pro Tempore Hughes moved to approve Item #12 as submitted. Councilmember Duffy seconded the motion. The vote was cast 6-0 in favor of the motion. Councilmember Angell was absent.

13. Present And Discuss **An Update On Pay For Performance Increases.**

Human Resources Director Passion Hayes, presented the item to Council. Ms. Hayes stated the presentation would provide the Council an update on the pay for performance increases budgeted in the Fiscal Year 2017 budget. In the Fiscal Year 2017 budget, \$825,700 was included for pay for performance increases, and an additional \$190,000 was included to conduct and implement the results of a Certification Pay Study. Staff expected the study to be complete in Spring of 2017.

Ms. Hayes gave a summary of the compensation history for the Town from Fiscal Year 2009 to Fiscal Year 2016. Ms. Hayes gave a breakdown of the number of employees and the percentage of increase received with the budgeted funds.

Ms. Hayes also reviewed the work of the Performance Review Committee and their current status. Ms. Hayes gave a summary of the total compensation package including benefits.

Deputy Mayor Pro Tempore Hughes requested information in the future regarding the retirement benefits available to employees and how it compared to other cities.

Mayor Pro Tempore Arfsten asked if the tuition reimbursement benefit was still at 50% level and if that was comparable to other cities.

Ms. Hayes stated the level was at 50% for the Town and staff would have to get updated comparison information from the other municipalities. Ms. Hayes stated the last time staff looked the benefit was at 50%-100% with a capped amount for an employee.

Mayor Meier stated he believed this presentation helped to set the stage for the Fiscal Year 2018 budget discussions. Mayor Meier stated he hoped that the next Council would continue the progress made in the last years to bridge the gap in compensation. Mayor Meier stated he hoped the improvements would continue with other benefits not only compensation.

Deputy Mayor Pro Tempore Hughes asked the City Manager if with the new salary increases implemented, if the Town had issues filling positions with the salaries provided.

City Manager Wes Pierson stated staff is able to hire within the range but not able to hire on the lower end of the range. The newer hires may come in more in the middle of the range. Mr. Pierson stated the best way to address the issue is to do a complete compensation study. The last study was done in 2013 and the timing was right to look at it again.

Council thanked staff for the presentation.

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

Work Session and Regular Meeting**Meeting Date:** 02/14/2017**Department:** Finance

AGENDA CAPTION:Consider Action On An **Ordinance Amending The Town's Financial Policies.****BACKGROUND:**

At the January 24, 2017 City Council Work Session, staff presented possible amendments to the Town's financial policies. This item is to approve the amendments as motioned and directed by City Council.

During the Fiscal Year (FY) 2017 budget process, City Council approved the property tax rate allocation of the Infrastructure Investment Fund and the Economic Development Fund with 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 for the Economic Development Fund
- 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 for the Infrastructure Investment Fund (IIF)

Additionally, during the January 24, 2017, Work Session, Council provided direction on the following policy changes:

- Keep the current Fund Balance Reserve policy at a minimum of 25% for all operating funds with a goal of 30%
- Set a minimum amount for projects funded out of the IIF at \$500,000 with the ability to look at the IIF as a last resort for urgent projects that are less than \$500,000
- Change the useful life of capital equipment that costs \$5,000 or more from one year to three years
- Establish a policy for capital improvements that have a cost of \$25,000 or more and a useful life of at least 10 years
- Establish a policy for uncollectible debt in the General Fund where, as of October 31, the Chief Financial Officer can write off up to \$5,000, the City Manager can write off up to \$25,000, and amounts greater than \$25,000 would require Council approval
- Change the current policy for uncollectible debt for the Utility Fund to match the policy for the General Fund

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance-Redline

Ordinance

Sec. 2-176--~~__~~ Revenues.

- (b) For every annual budget, the Town shall levy ~~two~~four property tax rates: debt service, operation/maintenance, infrastructure investment and ~~debt service-economic development.~~
- (1) Debt Service. The debt service levy shall be sufficient for meeting all principal and interest payments associated with the Town's outstanding general obligation debt for that budget year. The debt service levy and related debt service expenditures shall be accounted for in the Debt Service Fund.
 - (2) Operation and Maintenance. The operation and maintenance levy shall be accounted for in the General Fund. The operation and maintenance levy will be established within the eight percent rollback rate as defined by the State of Texas Property Tax Code. City Council will consider exceeding the rollback rate only after options have been presented by staff to avoid the rollback by increasing revenue from other sources or reducing expenditures.
 - (3) Infrastructure Investment. Each year, \$0.006201 of the operation and maintenance levy shall be designated to fund the Infrastructure Investment Fund. Funds held in the Infrastructure Investment Fund may be appropriated to support pay-as-you-go capital projects or significant non-routine capital expenditures of not less than \$500,000.00. The City Council may consider using these funds for projects or expenditures of a lesser amount on a case-by-case basis.

Sec. 2-177--~~__~~ Operating expenditures.

Sec. 2-177 – Operating expenditures.

(h) For capital expenditures needed as a part of continued operations:

- (1) Capital equipment is defined as equipment that exceeds \$5,000.00 and has a useful life of at least ~~one year~~three years. Existing capital equipment shall be replaced when needed to ensure the optimal productivity of Town employees. Existing capital equipment associated with General Fund operations will be ~~amortized~~depreciated by charges to the departments using the equipment. The ~~amortization~~depreciation charges will be sufficient for replacing the capital equipment at the end of its expected useful life. The ~~amortization~~depreciation charges and application of those funds will be accounted for in the Capital Replacement Fund.
- (2) Capital improvement is defined as an enhancement that exceeds \$25,000.00 and has a useful life of at least ten years.

Sec. 2-178-- Fund balance.

- (a) ~~(a)~~—The annual budget shall be presented to City Council with each operating fund reflecting an ending fund balance which is no less than 25 percent of that fund's annual operating expenditures. To satisfy the particular needs of individual funds, ending fund balances may be established which exceed the 25 percent minimum. It is a goal of the City Council to maintain a General Fund ending fund balance of 30 percent.
- (b) ~~(b)~~—~~Fund balance that exceeds~~The annual budget shall be presented to City Council with each special revenue fund (i.e., PEG, court technology, building security, child safety, justice administration and public safety) - not be less than 10 percent of that fund's annual revenues.
- (c) Fund balances that exceed the minimum level established for each fund may be appropriated for non-recurring capital projects or programs.
- (d) ~~(e)~~—The Town will exercise diligence in avoiding the appropriation of fund ~~balance~~balances for recurring operating expenditures. In the event fund balance is appropriated for recurring operating expenditures to meet the needs of the Addison community, the budget document shall include an explanation of the circumstances requiring the appropriation and the methods to be used to arrest the future use of fund ~~balance~~balances for operating expenditures.

~~Secs. 2-185—2-200. --Reserved.~~

~~Sec. 82-83.4. -- Authority to write off uncollectible debt.~~

~~No later than January 31st of each year the director is authorized to write~~

Sec. 2-185 – Uncollectible debt.

No later than October 31st of each year, the CFO is authorized to write-off general receivables (e.g. court warrant fees, alarm permits fees, ambulance fees, false alarm fees, and solid waste fees) owed to the Town, which following a diligent and reasonable effort to collect these debts, the CFO reasonably determines to be uncollectible for the fiscal year ended the previous September 30th. The CFO may write-off these general debts for amounts totaling up to \$5,000.00. For write-offs involving amounts totaling between \$5,001.00 and \$25,000.00, the CFO shall obtain approval from the city manager. For write-offs exceeding \$25,000.00, the City Manager shall obtain approval from the City Council.

Section 82-83.4 – Authority to write off uncollectible debt.

No later than October 31st of each year the CFO is authorized to write-off those water and sewer debts owed to the Town which, following a diligent and reasonable effort to collect the debt, the ~~director~~CFO reasonably determines to be uncollectible for the fiscal year ended the ~~previous~~ September 30th. The ~~director~~CFO may write off these water and sewer debts for amounts totaling up to ~~\$2,500~~5,000.00. For write-offs involving amounts totaling between ~~\$2,500.01~~5,001.00 and ~~\$24,999.99~~25,000.00, the ~~director~~CFO shall obtain approval from the

| City Manager. For write-offs ~~totaling amounts of exceeding~~ \$25,000.00 ~~or greater~~, the City Manager shall obtain approval from the City Council.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 2, TO PROVIDE AN ECONOMIC DEVELOPMENT LEVY OF \$0.023716 OF THE TAX RATE, TO CREATE AN ECONOMIC DEVELOPMENT FUND, TO PROVIDE THAT THE INFRASTRUCTURE INVESTMENT FUND WILL BE FUNDED BY \$0.006201 OF THE MAINTENANCE AND OPERATION PORTION OF THE TAX RATE, TO REVISE PROVISIONS RELATED TO CAPITAL EXPENDITURES, TO REVISE FUND BALANCE PROVISIONS, TO PROVIDE FOR THE WRITE-OFF OF UNCOLLECTIBLE DEBT, AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES TO REVISE PROVISIONS REGARDING UNCOLLECTIBLE DEBT; PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

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

Section 1. That Chapter 2 (Administration), Section 2-176 (Revenues), Subsection (b) of the Code of Ordinances, Addison, Texas is hereby amended to read in its entirety as follows:

Sec. 2-176 – Revenues.

(b) For every annual budget, the Town shall levy four property tax rates: debt service, operation/maintenance, infrastructure investment and economic development.

(1) Debt Service. The debt service levy shall be sufficient for meeting all principal and interest payments associated with the Town's outstanding general obligation debt for that budget year. The debt service levy and related debt service expenditures shall be accounted for in the Debt Service Fund.

(2) Operation and Maintenance. The operation and maintenance levy shall be accounted for in the General Fund. The operation and maintenance levy will be established within the eight percent rollback rate as defined by the State of Texas Property Tax Code. City Council will consider exceeding the rollback rate only after options have been presented by staff to avoid the rollback by increasing revenue from other sources or reducing expenditures.

(3) Infrastructure Investment. Each year, \$0.006201 of the operation and maintenance levy shall be designated to fund the Infrastructure Investment Fund. Funds held in the Infrastructure Investment Fund may be appropriated to support pay-as-you-go capital projects or significant non-routine capital expenditures of not less than \$500,000.00. The City Council may consider using these funds for projects or expenditures of a lesser amount on a case-by-case basis.

- (4) Economic Development. The economic development levy shall be \$0.023716. The economic development levy and expenditures shall be accounted for in the Economic Development Fund.

Section 2. That Chapter 2 (Administration), Section 2-177 (Operating Expenditures), Subsection (h) of the Code of Ordinances, Addison, Texas is hereby amended to read in its entirety as follows:

Sec. 2-177 – Operating expenditures.

(h) For capital expenditures needed as a part of continued operations:

(1) Capital equipment is defined as equipment that exceeds \$5,000.00 and has a useful life of at least three years. Existing capital equipment shall be replaced when needed to ensure the optimal productivity of Town employees. Existing capital equipment associated with General Fund operations will be depreciated by charges to the departments using the equipment. The depreciation charges will be sufficient for replacing the capital equipment at the end of its expected useful life. The depreciation charges and application of those funds will be accounted for in the Capital Replacement Fund.

(2) Capital improvement is defined as an enhancement that exceeds \$25,000.00 and has a useful life of at least ten years.

Section 3. That Chapter 2 (Administration), Section 2-178 (Fund Balance) of the Code of Ordinances, Addison, Texas is hereby amended to read in its entirety as follows:

Sec. 2-178 – Fund balance.

- (a) The annual budget shall be presented to City Council with each operating fund reflecting an ending fund balance which is no less than 25 percent of that fund's annual operating expenditures. To satisfy the particular needs of individual funds, ending fund balances may be established which exceed the 25 percent minimum. It is a goal of the City Council to maintain a General Fund ending fund balance of 30 percent.
- (b) The annual budget shall be presented to City Council with each special revenue fund (i.e., PEG, court technology, building security, child safety, justice administration and public safety) - not be less than 10 percent of that fund's annual revenues.
- (c) Fund balances that exceed the minimum level established for each fund may be appropriated for non-recurring capital projects or programs.
- (d) The Town will exercise diligence in avoiding the appropriation of fund balances for recurring operating expenditures. In the event fund balance is appropriated for recurring operating expenditures to meet the needs of the Addison community, the budget document shall include an explanation of the circumstances requiring the appropriation and the methods to be used to arrest the future use of fund balances for operating expenditures.

Section 4. That Chapter 2 (Administration) shall be amended to add Section 2-185 (Uncollectible Debt) that shall read in its entirety as follows:

Sec. 2-185 – Uncollectible debt.

No later than October 31st of each year, the CFO is authorized to write-off general receivables (e.g. court warrant fees, alarm permits fees, ambulance fees, false alarm fees, and solid waste fees) owed to the Town, which following a diligent and reasonable effort to collect these debts, the CFO reasonably determines to be uncollectible for the fiscal year ended the previous September 30th. The CFO may write-off these general debts for amounts totaling up to \$5,000.00. For write-offs involving amounts totaling between \$5,001.00 and \$25,000.00, the CFO shall obtain approval from the city manager. For write-offs exceeding \$25,000.00, the City Manager shall obtain approval from the City Council.

Section 5. That Chapter 82 (Utilities), Section 82-83.4 (Authority to Write Off Uncollectible Debt) of the Code of Ordinances, Addison, Texas, is hereby amended to read in its entirety as follows:

Section 82-83.4 – Authority to write off uncollectible debt.

No later than October 31st of each year the CFO is authorized to write-off those water and sewer debts owed to the Town which, following a diligent and reasonable effort to collect the debt, the CFO reasonably determines to be uncollectible for the fiscal year ended the September 30th. The CFO may write off these water and sewer debts for amounts totaling up to \$5,000.00. For write-offs involving amounts totaling between \$5,001.00 and \$25,000.00, the CFO shall obtain approval from the City Manager. For write-offs exceeding \$25,000.00, the City Manager shall obtain approval from the City Council.

Section 6. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 7. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have

passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 8. Effective Date. This Ordinance shall become effective from and after its date of passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 14th day of February 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

AI-2080

7.

Work Session and Regular Meeting

Meeting Date: 02/14/2017

Department: City Manager

AGENDA CAPTION:

Hold A Public Hearing, Present, And Discuss **The Future Of The Playground Located In The Oncor Easement Near Dome Drive.**

BACKGROUND:

Mayor Todd Meier requested that the City Council hold a public hearing to receive input from members of the community regarding the future of the playground equipment located in the Oncor Easement near Dome Drive.

Staff will provide a brief presentation on the history of the playground equipment and the process for considering options for relocation of playground equipment in the future.

RECOMMENDATION:

Information only, no action required.

AI-2062

8.

Work Session and Regular Meeting

Meeting Date: 02/14/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold A Public Hearing, Discuss, And Consider Action On An Ordinance Rezoning The Property Located At 4021 Belt Line Road, On The North West Corner Of Belt Line Road and Runyon Road, From LR, Local Retail, to PD, Planned Development District, Allowing All Local Retail Uses Plus Medical And Dental Offices And Establishing Modified Development Standards. Case 1751-Z/Belt Line Square.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 17, 2017, voted to recommend approval of an ordinance rezoning the property located at 4021 Belt Line Road from, LR, Local Retail, to PD, Planned Development, allowing all local retail uses plus medical and dental offices and establishing modified development standards, subject to the following condition:

- There shall be no 24 hour medical uses.

Voting Aye: Braun, Griggs, Meleky, Morgan, Robinson, Schaeffer, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING: none

Please refer to the attached staff report for additional information on this case.

RECOMMENDATION:

Administration recommends approval.

Attachments

1751-Z Staff Report

1751-Z Plans

1751-Z Ordinance

1751-Z

PUBLIC HEARING Case 1751-Z/Belt Line Square. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 4021 Belt Line Road from LR, Local Retail, to PD, Planned Development District, allowing all Local Retail uses plus medical and dental offices and establishing modified development standards.

LOCATION MAP





January 13, 2017

STAFF REPORT

RE: Case 1751-Z/Belt Line Square

LOCATION: 4021 Belt Line Road

REQUEST: Approval of an ordinance rezoning the property from LR, Local Retail, to a new PD, Planned Development District.

APPLICANT: Retail Plazas, Inc. represented by Mr. Trey Hodge.

DISCUSSION:

Background: Belt Line Square is the two-story retail center at the northwest corner of Belt Line Road and Runyon Road. The site was originally rezoned from Industrial-1 to Local Retail in 1980 and developed in 1981. In 2013, the property was acquired by its current owners and underwent extensive exterior renovations, which were administratively approved under the Local Retail zoning standards. The property consists of the main two-story building, a one-story building closer to Belt Line Road, and the Scooter's Coffee drive-through building.

Medical and dental offices are not permitted uses in the Local Retail zoning district and would not currently be allowed on this property.

Proposed Plan: Given that this is a two-story retail location, the owner believes that medical uses would help supplement the other retail and restaurant occupancies, especially to occupy the second floor, which struggles to attract typical retail tenants. The owner is requesting that medical and dental offices be permitted at this location. In order to do that, the property must be rezoned to a Planned Development.

Staff is proposing a Planned Development that would permit Local Retail uses plus medical and dental offices. Staff and the applicant have also discussed revised parking standards for the property that would relax certain parking requirements in order to enable the provision of additional landscaping. The Planned Development would also be governed by a site plan, landscape plan, and building elevations.

Site Plan: The site plan would mostly stay the same with some restriping of parking spaces and modifications to parking layouts to increase landscaping. The most notable difference is the proposed closure of the driveway immediately west of the intersection of Belt Line Road and

Runyon Road. This property developed before many of the Town's current standards were in place. Properties are now limited in how many access points they can have to the same street. Additionally, there are clearance requirements that dictate how far driveways must be spaced from intersections and other driveways. This driveway does not comply with any of the current requirements. Closing this driveway will create safer traffic operations on Belt Line Road and allow for additional parking and landscaping. With this closure, the property has four remaining access points, two on Belt Line Road and two on Runyon Road.

Parking: There are currently three restaurants with plans for a fourth in this center. These will occupy a total of 17,442 square feet and account for 48% of the total square footage in the center. These restaurants are currently parked at a ratio of 1 space per 100 square feet under the Local Retail zoning. Staff is recommending capping the restaurant square footage at 17,442 square feet and maintaining the 1 per 100 ratio. For general retail, as well as medical and dental offices, the Code typically requires that those uses be parked at a ratio of 1 space per 200 square feet. Staff believes that due to the typical hours of medical and dental offices, this can be relaxed slightly in recognition that they would share parking well with the restaurants. Staff is proposing that retail and medical uses be parked at 1 space per 300 square feet. Parking standards for other uses allowed in Local Retail would remain as typically required in the Local Retail District:

- *Furniture store.* 1 space per 1,000 square feet
- *Banks or savings and loans.* 1 space per 300 square feet
- *Office.* 1 space per 300 square feet
- *Motion picture theater.* 1 space per 4 seats
- *Health club or studio for dance, music, drama, health, and reducing.* 1 space per 100 square feet.
- *Hotel/motel.* 1 space per room. Banquet or meeting space in a hotel, one space per 300 square feet.

The applicant is proposing to provide 234 spaces. As part of the Belt Line Road utility undergrounding project, the Town took land from this property at the corner of Runyon and Belt Line. This resulted in the loss of 5 parking spaces. As part of the agreement for that taking, the Town agreed to credit the property those 5 spaces. Therefore, the property will be treated as having a total of 239 spaces. This should be a sufficient number of spaces to operate, given the anticipated uses. These spaces are not technically required until a use requests a certificate of occupancy for a space, therefore staff will be able to monitor and ensure that there is sufficient parking to meet code in the future, prior to approving occupancy.

Landscaping: This property developed prior to the Town's current landscape standards and is extremely under-landscaped compared to what would be required of development today. Rezoning a property triggers that it be brought up to current standards. As staff has discussed previously with the Commission, staff has interpreted this requirement to mean that a property must do everything it can to bring the property up to current standards without interfering with other standards such as parking. In this case, relaxing the parking requirements appears to

make sense independently from other considerations. However, it also has the added benefit of freeing space for additional landscaping.

The property owner is proposing to gain landscaping by closing one of the Belt Line Road driveways and adding landscaping islands adjacent to the remaining Belt Line Road driveways. Additional landscaping will be gained in the area fronting Runyon Road by converting the current row of head-in parking to parallel parking spaces. While the property owner has added landscaping, the property is still below what is required by the current standards. See the comparison below:

Requirement	Current	Required	Proposed
Overall Landscape Percentage	7.61%	20%	9.15%
Landscape Buffer on Belt Line/Runyon	22 ft / 10 ft	25 ft / 25 ft	22 ft / 23 ft
Parking Lot Interior Landscaping	2.01%	5%	4.33%

While the property owner is restriping some parking spaces to the Town's minimum of 8.5 feet wide, there are still a significant number of parking spaces that could be restriped that would enable landscaping to be added. Additionally, some drive aisles could be adjusted or abandoned to provide more opportunities for landscaping. That being said, there is only opportunity to add about another percentage point to the overall landscape percentage through additional tree islands in the parking lot.

Building Elevations: The building elevations were upgraded in 2013 and consist of stone, stucco, and painted concrete masonry units (CMU). The Planned Development district would codify these improvements as the standard going forward.

Comprehensive Plan: The 2013 Plan was drafted just as the current owners were purchasing the property. On page 229, the Plan rates this property as "Yellow" and notes the difficulty of renting the second floor space. The assessment notes the need for a facelift, which has since occurred, and landscaping renovations, which the property owner is attempting to address.

Master Transportation Plan: The applicant submitted this request for rezoning prior to the adoption of the new Master Transportation Plan and is therefore not required to address the new standards included in the Plan for sidewalks along Belt Line Road and Runyon Road. Staff has discussed the new requirements with the property owner and they have offered to grant the easements that will be necessary in the future should the Town desire to widen and move the sidewalks away from the back of curb in accordance with the new Master Transportation Plan.

RECOMMENDATION: DENIAL

Staff takes no issue with the applicant's request to rezone the property from Local Retail to a Planned Development. Staff believes that allowing medical and dental offices will improve the competitiveness of this site. Staff also supports the adjustments being proposed to the parking requirements and the improvements shown on the site and landscape plans.

However, as mentioned above, rezoning triggers that the site be brought to up to current landscaping standards or that it be brought as close as possible. While the applicant has added landscaping, staff believes that more can be done through additional restriping and minor parking layout modifications. Historically, staff has not supported zoning cases when there are additional opportunities to gain compliance with current standards and it is important for staff to follow the ordinance's guidance and uphold historic practice. This is the basis for the recommendation to deny the request.

Staff acknowledges that the applicant is making a very minor request to add a use that in most other communities would be allowed in a Local Retail zoning district. Staff believes that the applicant is making a good faith effort to add landscaping and that additional site plan changes would offer minimal gains. Staff also notes that should the request be denied, the site will remain as-is with a driveway that is out of compliance with current standards, having less landscaping and no accommodation for future pedestrian improvements.

Staff is obligated to recommend denial because the project does not check all of the required boxes. The Planning and Zoning Commission and the City Council have the latitude to weigh competing community interests and accept less stringent standards that may be more reasonable if the other elements of the case have merit.

Land Use Analysis

Attributes of Success Matrix

Belt Line Square, 4021 Belt Line Road

1751-Z

Attribute	Comment	Score
Competitive	Historically, this site has struggled to attract tenants. It ranked Red in this category in the 2013 Comprehensive Plan. The addition of medical uses should help it to be more competitive.	
Safe	The site has good visual accessibility. It is safe.	
Functional	The site is functional.	
Visually Appealing	The buildings on this site were recently renovated. Additional landscaping will be installed, should this case be approved, but it will still be below current standards.	
Supported with Amenities	The restaurant will be supported by the adjacent residential and office uses and should gain more support from the future growth of Addison Grove.	
Environmentally Responsible	This proposed changes will add landscaping and promote the use of an existing underutilized space.	
Walkable	A 7 foot wide sidewalk is being added as part of the work on Belt Line and the property owner has agreed to grant additional easements for future enhancements.	
Overall Assessment	Retail properties west of Midway have struggled to attract quality tenants. This is an older property that can't meet current standards. The proposed zoning changes should maximize its potential absent a complete redevelopment of the site.	



Case 1751-Z/Belt Line Square
January 17, 2017

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 17, 2017, voted to recommend approval of an ordinance rezoning the property located at 4021 Belt Line Road from, LR, Local Retail, to PD, Planned Development, allowing all local retail uses plus medical and dental offices and establishing modified development standards, subject to the following condition:

- There shall be no 24 hour medical uses.

Voting Aye: Braun, Griggs, Meleky, Morgan, Robinson, Schaeffer, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

RPI
BELTLINE
SQUARE, LTD.

ISSUE DATE:		
1ST	INITIAL SUBMITTAL	11/21/2016
2ND	FINAL SUBMITTAL	01/06/2017
3RD	FINAL SUBMITTAL	01/11/2017
REVISIONS:		

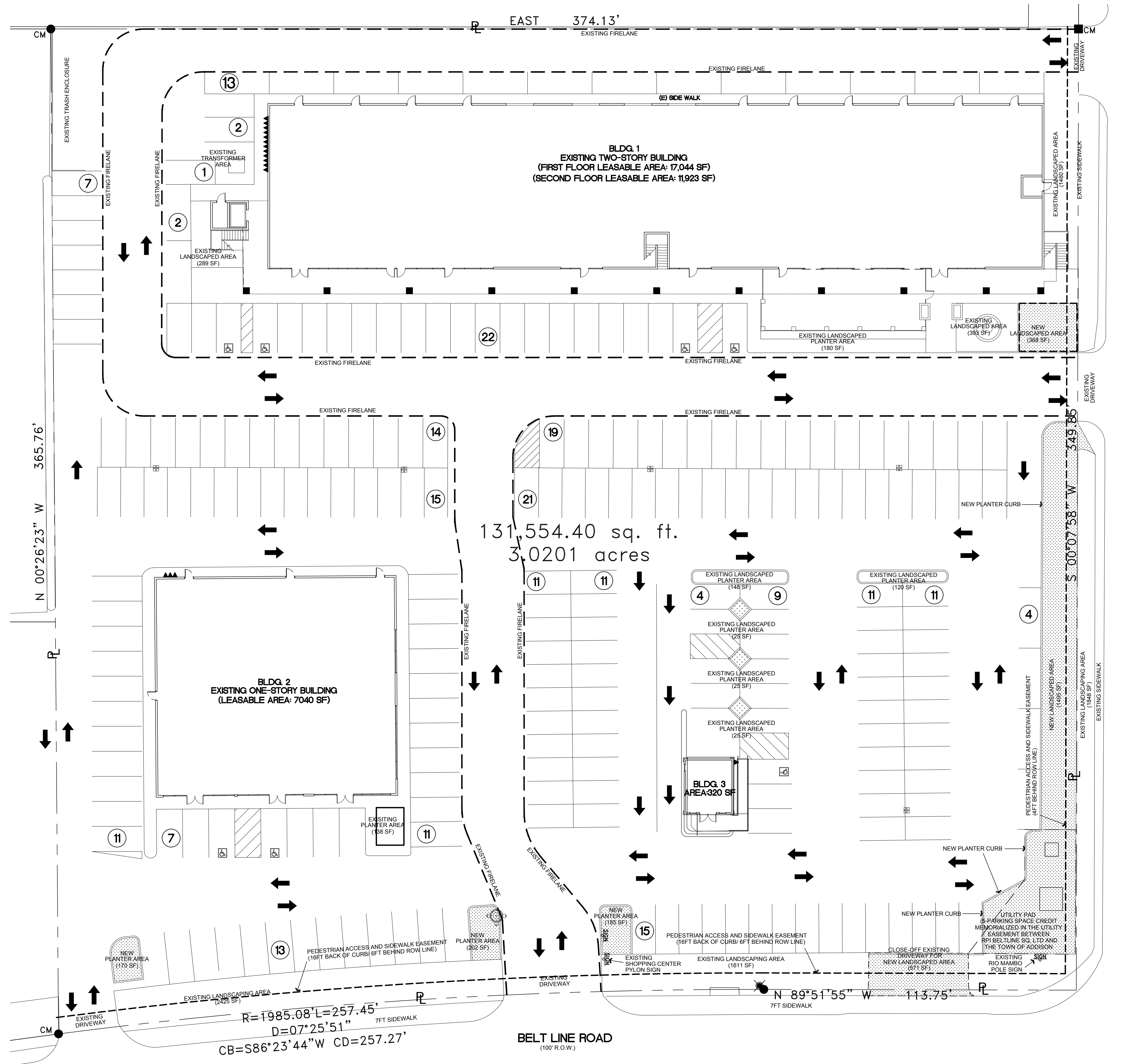
REZONING APPLICATION

4021 BELT LINE ROAD, ADDISON, TX 75001

JOB NUMBER
DRAWN BY
SHEET CONTENT
CONCEPTUAL SITE PLAN
SHEET NO
A-100

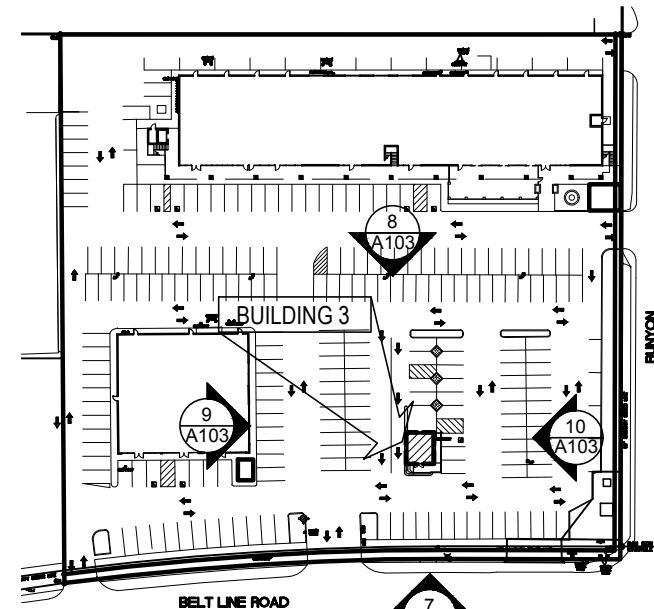
- FACADE PLAN NOTES:**
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
 - ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
 - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES
 - ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL

- LANDSCAPING ANALYSIS:**
- PLEASE REFER TO LANDSCAPING PLAN FOR LANDSCAPING ANALYSIS AND LANDSCAPING CALCULATIONS

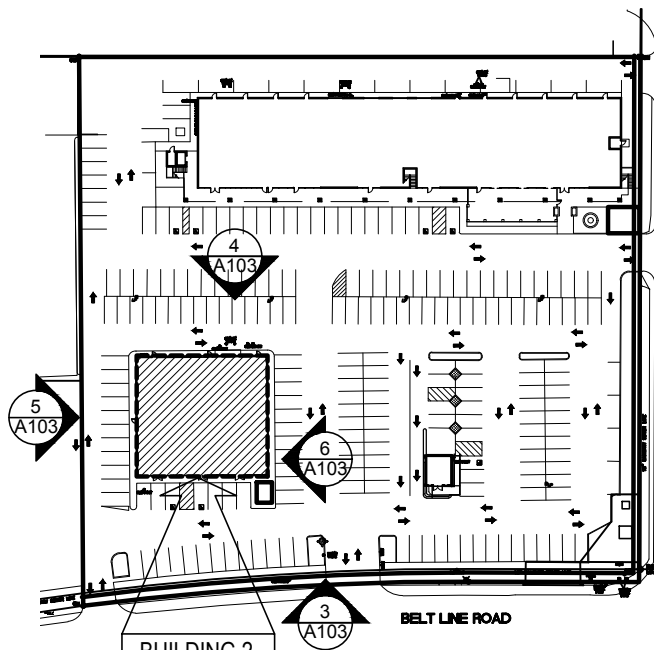
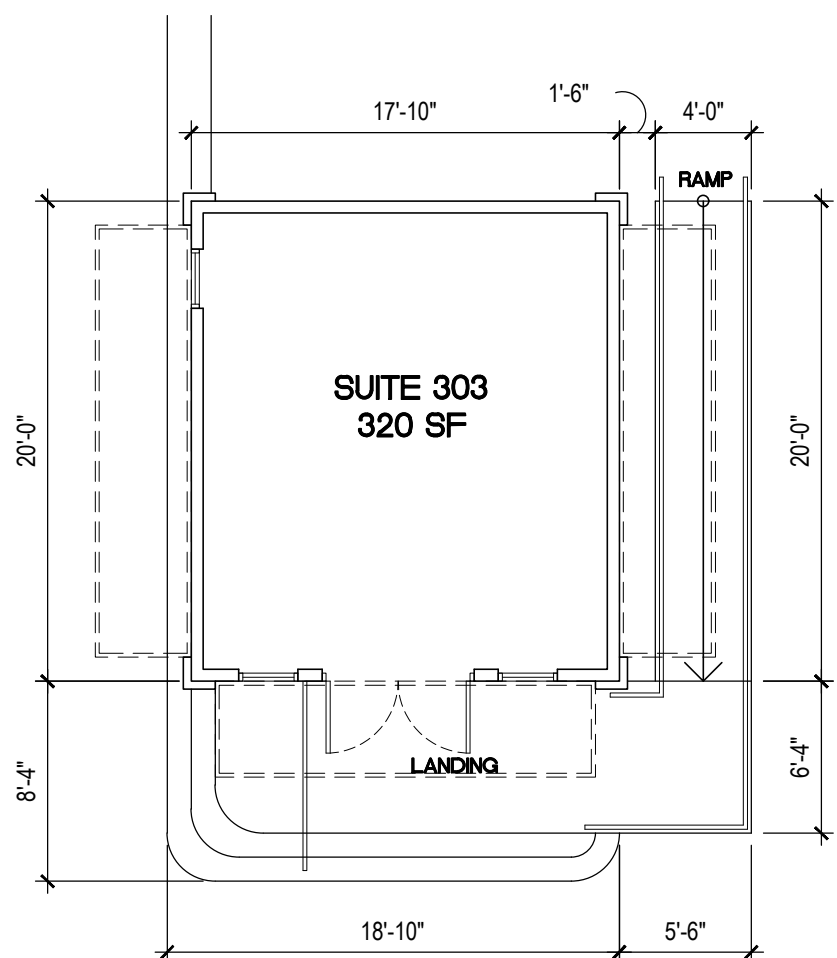


BEING PART OF LOT 4 OF WATSON & TAYLOR
SUBDIVISION NO. 2 AND ADDITION TO
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
PREPARED: JANUARY 3, 2017

BUILDING -3: EXISTING EXTERIOR FINISH SCHEDULE				
NO	MATERIAL	COLOR	FINISH	NOTES
1	STUCCO	BEIGE	SMOOTH FINISH	EXISTING
2	BRICK VENEER	BROWN	SMOOTH FINISH	EXISTING
3	EQUIPMENT SCREEN	BROWN	STANDING SEAM	EXISTING
4	RAILING	ALUMNUM		EXISTING
5	STOREFRONT	DARK ANODIZED ALUMINUM FRAME		EXISTING
6	METAL AWNING	BROWN	STANDING SEAM	EXISTING

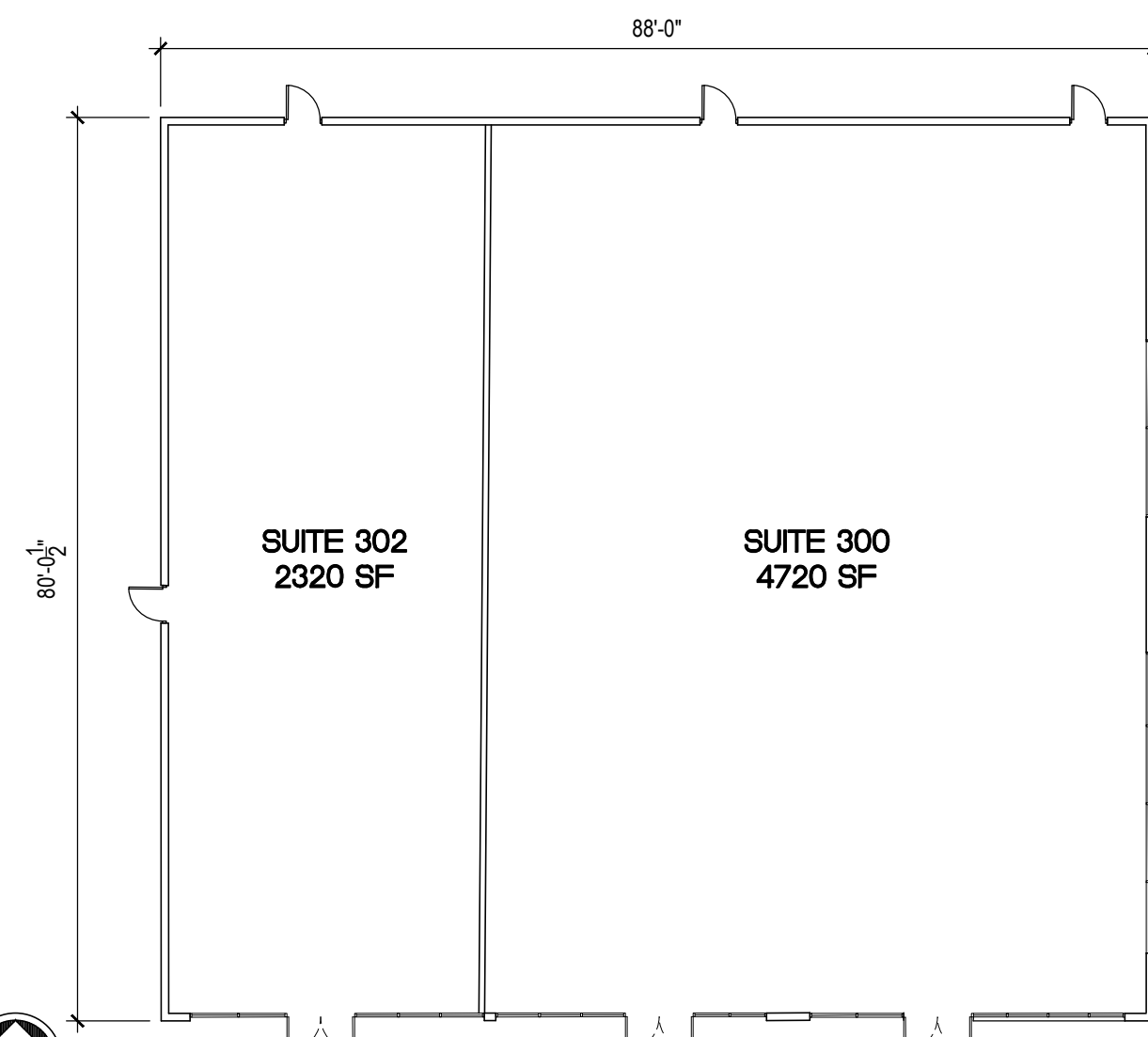


BUILDING 3
 FLOOR AREA: 320 SF
 BUILDING 3 - MATERIAL TAKE-OFFS (EXISTING):
 SOUTH ELEVATION (FRONT)
 TOTAL STOREFRONT AREA: 61 SF = 28% OF FACADE
 TOTAL BRICK AREA: 32 SF = 15% OF FACADE
 TOTAL STUCCO AREA: 186 SF = 85.3% OF FACADE
 TOTAL FACADE AREA: 218 SF
 WEST ELEVATION (SIDE)
 TOTAL STOREFRONT AREA: 9.5 SF = 3.5% OF FACADE
 TOTAL BRICK AREA: 32 SF = 12% OF FACADE
 TOTAL STUCCO AREA: 235 SF = 88% OF FACADE
 TOTAL FACADE AREA: 267 SF
 NORTH ELEVATION (REAR)
 TOTAL BRICK AREA: 32 SF = 12.8% OF FACADE
 TOTAL STUCCO AREA: 218 SF = 87.2% OF FACADE
 TOTAL FACADE AREA: 250 SF
 EAST ELEVATION (SIDE)
 TOTAL BRICK AREA: 32 SF = 12% OF FACADE
 TOTAL STUCCO AREA: 235 SF = 88% OF FACADE
 TOTAL FACADE AREA: 267 SF



BUILDING-2: EXISTING EXTERIOR FINISH SCHEDULE				
NO	MATERIAL	COLOR	FINISH	NOTES
1	ACRYLIC STUCCO OVER STYRENE FOAM	DARK BROWN	SMOOTH FINISH	EXISTING
2	STUCCO	BEIGE	SMOOTH FINISH	EXISTING
3	CULTURED STONE	BROWN		EXISTING
4	CULTURED STONE WATER TABLE	BROWN		EXISTING
5	CONTROL JOINTS			EXISTING
6	DECORATIVE WALL LIGHT FIXTURES			EXISTING
7	PAINT OVER EXISTING BRICK AND CONCRETE BLOCK WALL	TAN	SMOOTH FINISH	EXISTING
8	EXISTING STOREFRONT SYSTEM TO REMAIN	DARK ANODIZED ALUMINUM FRAME		EXISTING
9	OVERFLOW SCUPPER AND DOWNSPOUT	DARK BROWN		EXISTING

BUILDING 2
 FLOOR AREA: 7040 SF
 BUILDING 2 - MATERIAL TAKE-OFFS (EXISTING):
 SOUTH ELEVATION (FRONT)
 TOTAL STOREFRONT AREA: 287 SF = 16.2% OF FACADE
 TOTAL STONE AREA: 134 SF = 7.5% OF FACADE
 TOTAL STUCCO AREA: 830 SF = 46.8% OF FACADE
 TOTAL FACADE AREA: 1524 SF
 WEST ELEVATION (SIDE)
 TOTAL PAINTED CMU AREA: 491 SF = 34% OF FACADE
 TOTAL STONE AREA: 142 SF = 9.9% OF FACADE
 TOTAL STUCCO AREA: 767 SF = 53.6% OF FACADE
 TOTAL FACADE AREA: 1431 SF
 NORTH ELEVATION (REAR)
 TOTAL PAINTED CMU AREA: 422 SF = 27.7% OF FACADE
 TOTAL STONE AREA: 150 SF = 9.8% OF FACADE
 TOTAL STUCCO AREA: 767 SF = 50.4% OF FACADE
 TOTAL FACADE AREA: 1522 SF
 EAST ELEVATION (SIDE)
 TOTAL STOREFRONT AREA: 226 SF = 15.8% OF FACADE
 TOTAL STONE AREA: 267 SF = 18.6% OF FACADE
 TOTAL STUCCO AREA: 937 SF = 65.4% OF FACADE
 TOTAL FACADE AREA: 1431 SF



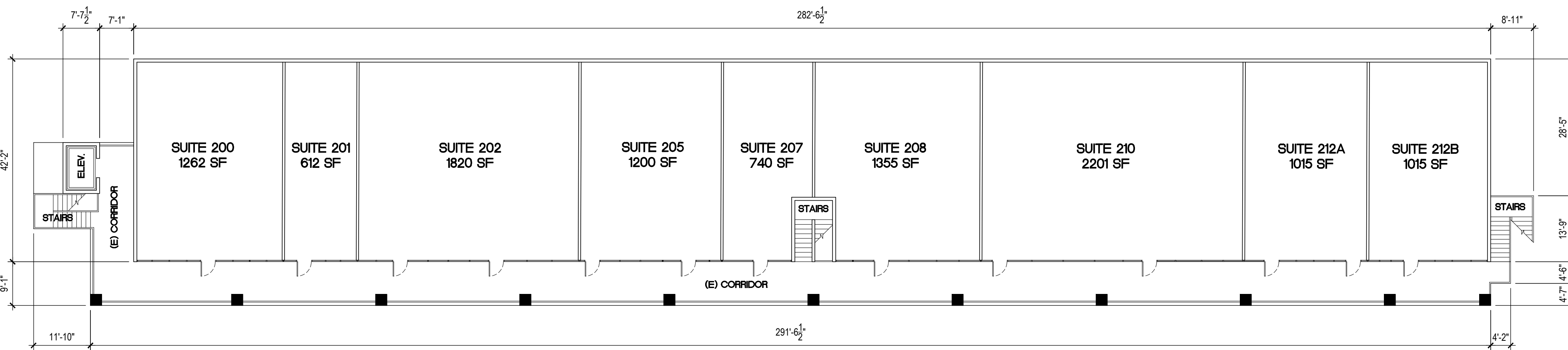
BUILDING 3 - EXISTING FLOOR PLAN 4

SCALE: 1/8" = 1'-0" A-101

BUILDING 2 - EXISTING FLOOR PLAN 3

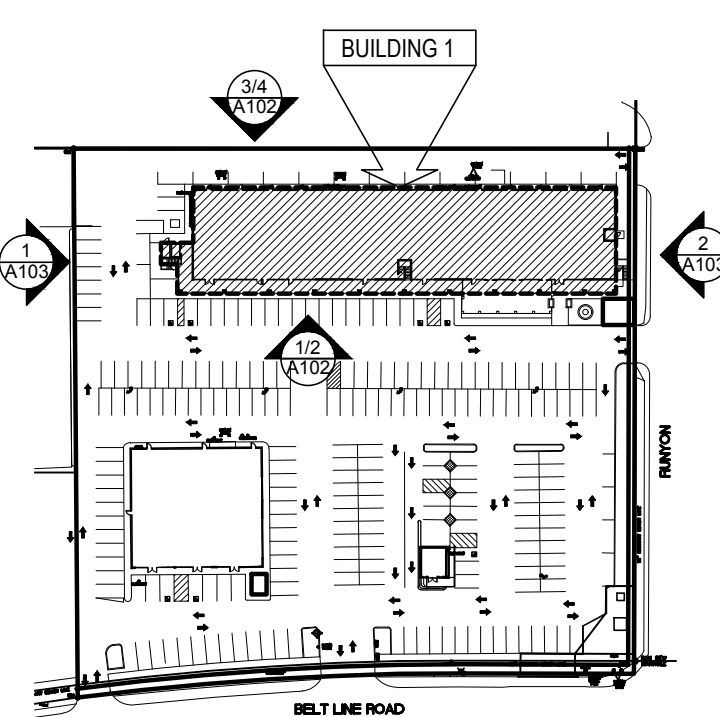
SCALE: 1/16" = 1'-0" A-101

BUILDING 1: EXISTING EXTERIOR FINISH SCHEDULE				
NO	MATERIAL	COLOR	FINISH	NOTES
1	STUCCO	DARK BROWN	SMOOTH FINISH	EXISTING
2	STUCCO	BLACK	SMOOTH FINISH	EXISTING
3	STUCCO	BEIGE	SMOOTH FINISH	EXISTING
4	CULTURED STONE	BROWN		EXISTING
5	CULTURED STONE	WHITE		EXISTING
6	CULTURED STONE	BROWN		EXISTING
7	CONTROL JOINTS			EXISTING
8	DECORATIVE WALL LIGHT FIXTURES			EXISTING
9	EXISTING STOREFRONT SYSTEM TO REMAIN			EXISTING
10	GUTTER, SCUPPER AND DOWNSPOUT	GALVANIZED		EXISTING
11	METAL RAILING	BLACK	GLOSSY	EXISTING
12	RED AWNING	BLACK	GLOSSY	EXISTING
13	MASONRY WALL	BEIGE		EXISTING

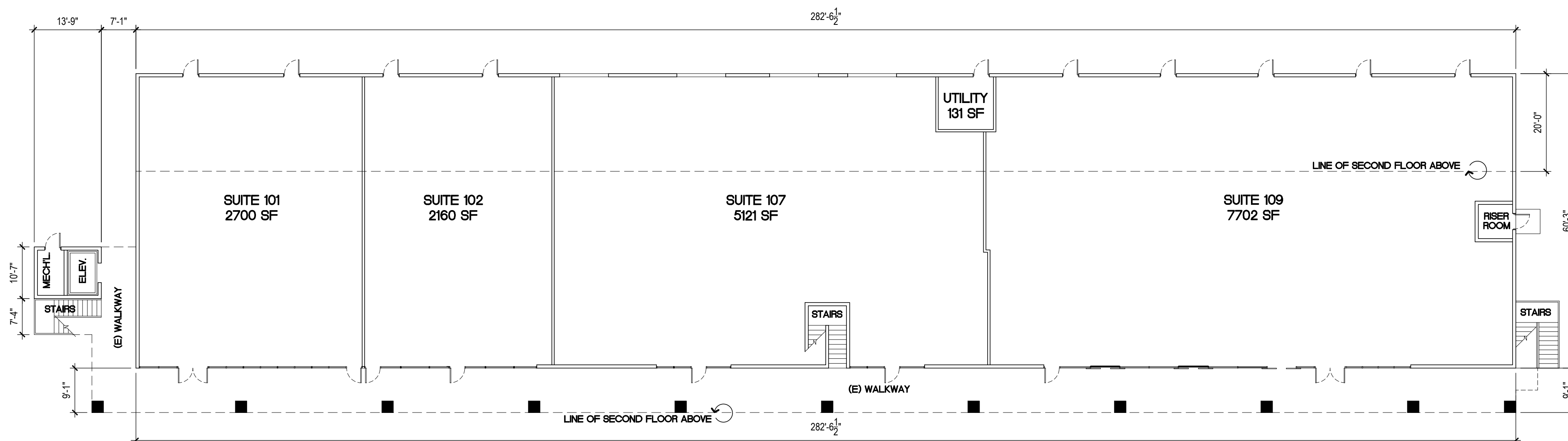


BUILDING 1 - EXISTING SECOND FLOOR PLAN 2

SCALE: 1/16" = 1'-0" A-101



BUILDING 1
 FIRST FLOOR AREA: 17,683 SF
 SECOND FLOOR AREA: 11,220 SF
 TOTAL FLOOR AREA: 28,903 SF
 BUILDING 1 - MATERIAL TAKE-OFFS (EXISTING):
 SOUTH ELEVATION (FRONT)
 TOTAL STOREFRONT AREA: 3637 SF = 41% OF FACADE
 TOTAL STONE AREA: 706 SF = 8.0% OF FACADE
 TOTAL STUCCO AREA: 4509 SF = 51% OF FACADE
 TOTAL FACADE AREA: 8763 SF
 WEST ELEVATION (SIDE)
 TOTAL STONE AREA: 256 SF = 16% OF FACADE
 TOTAL STUCCO AREA: 1293 SF = 80.4% OF FACADE
 TOTAL FACADE AREA: 1608 SF
 NORTH ELEVATION (REAR)
 TOTAL PAINTED CMU AREA: 4120 SF = 47% OF FACADE
 TOTAL STUCCO AREA: 2731 SF = 31.2% OF FACADE
 TOTAL FACADE AREA: 8763 SF
 EAST ELEVATION (SIDE)
 TOTAL STONE AREA: 56 SF = 3.5% OF FACADE
 TOTAL STUCCO AREA: 1435 SF = 89.2% OF FACADE
 TOTAL FACADE AREA: 1608 SF



BUILDING 1 - EXISTING FIRST FLOOR PLAN 1

SCALE: 1/16" = 1'-0" A-101

**RPI
 BELTLINE
 SQUARE, LTD.**

ISSUE DATE:		
1ST	INITIAL SUBMITTAL	11/21/2016
2ND	FINAL SUBMITTAL	01/06/2017
3RD	FINAL SUBMITTAL	01/11/2017

REVISIONS:

REZONING APPLICATION

4021 BELT LINE ROAD, ADDISON, TX 75001

JOB NUMBER

DRAWN BY

SHEET CONTENT
 BUILDING 1 / 2 / 3
 (FLOOR PLAN)

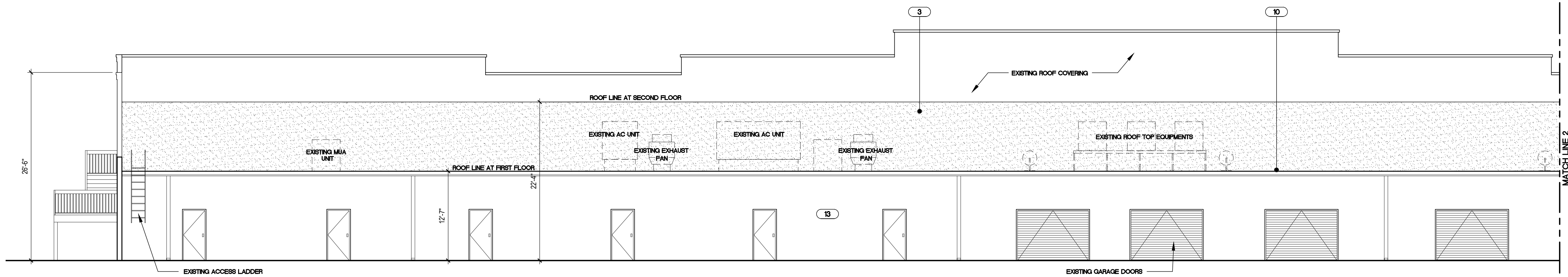
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A-101

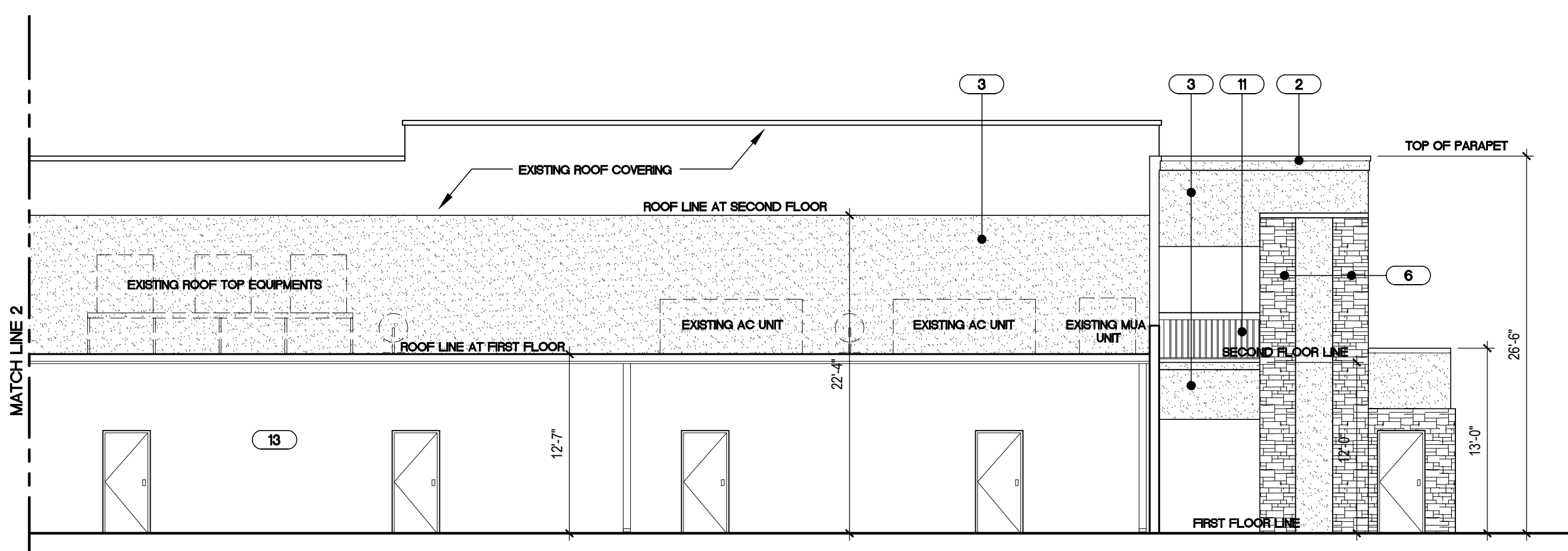
ISSUE DATE:		
1ST	INITIAL SUBMITTAL	11/21/2016
2ND	FINAL SUBMITTAL	01/06/2017
3RD	FINAL SUBMITTAL	01/11/2017
REVISIONS:		

REZONING APPLICATION

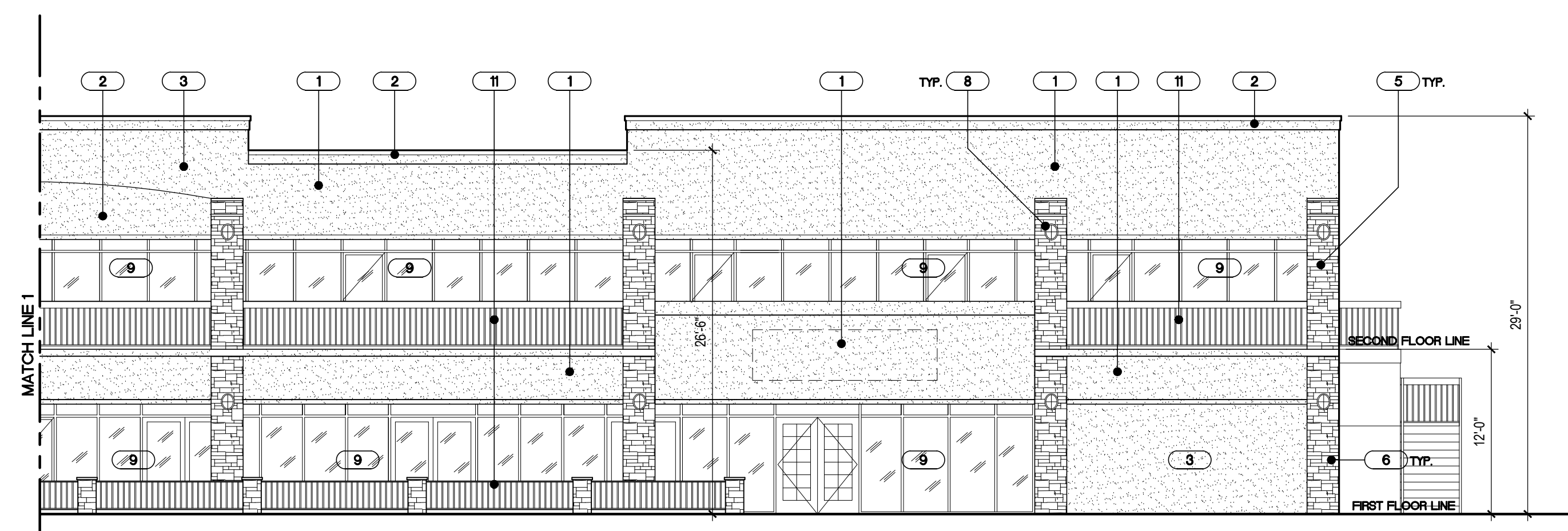
4021 BELT LINE ROAD, ADDISON, TX 75001



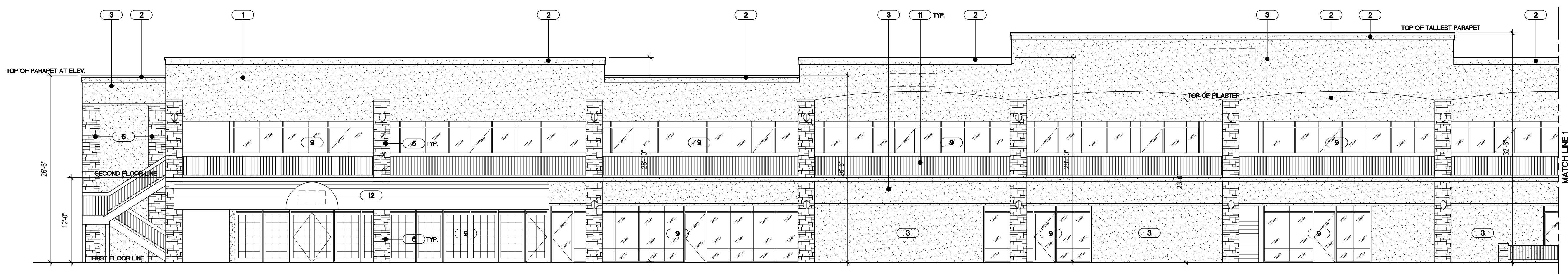
BUILDING 1 - EXISTING NORTH ELEVATION (REAR) 4
SCALE: 1/8" = 1'-0" A-102



BUILDING 1 - EXISTING NORTH ELEVATION (REAR) 3
SCALE: 1/8" = 1'-0" A-102



BUILDING 1 - EXISTING SOUTH ELEVATION (FRONT) 2
SCALE: 1/8" = 1'-0" A-102



BUILDING 1 - EXISTING SOUTH ELEVATION (FRONT) 1
SCALE: 1/8" = 1'-0" A-102

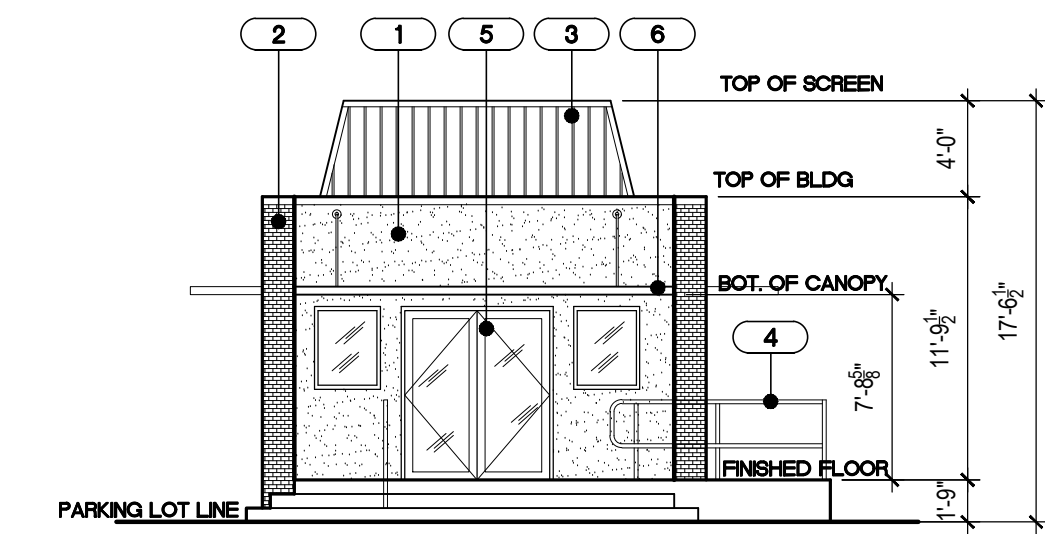
JOB NUMBER
DRAWN BY
SHEET CONTENT BUILDING 1 (ELEVATIONS)
SHEET NO A-102

ISSUE DATE:		
1ST	INITIAL SUBMITTAL	11/21/2016
2ND	FINAL SUBMITTAL	01/06/2017
3RD	FINAL SUBMITTAL	01/11/2017
REVISIONS:		

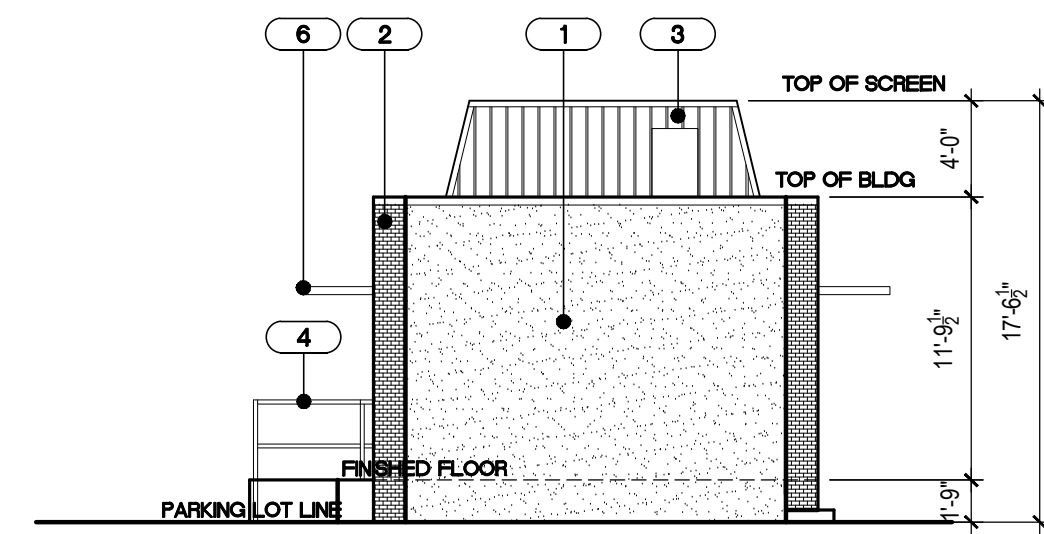
REZONING APPLICATION

4021 BELT LINE ROAD, ADDISON, TX 75001

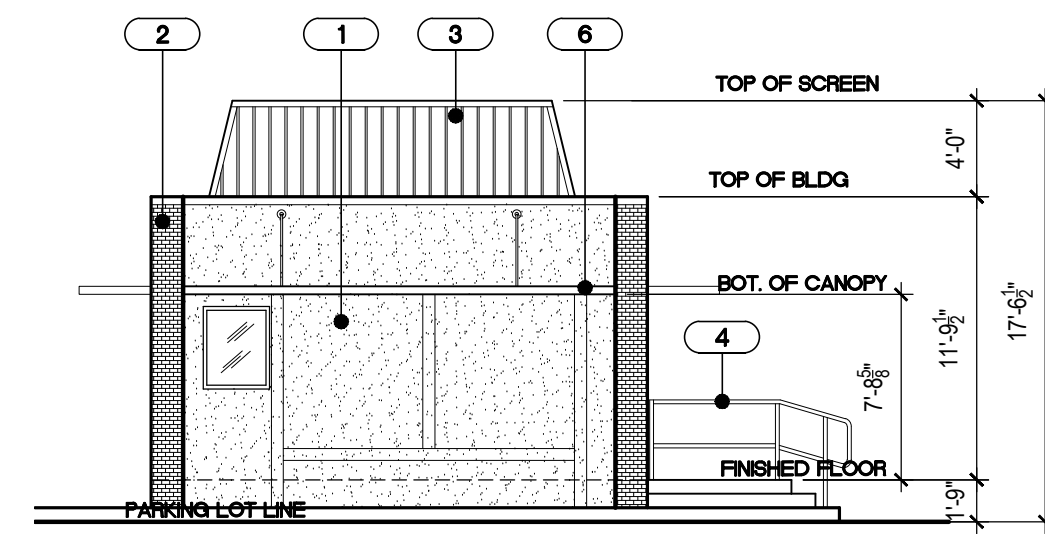
JOB NUMBER
DRAWN BY
SHEET CONTENT BUILDING 1/ BUILDING 2 (ELEVATIONS)
SHEET NO A-103



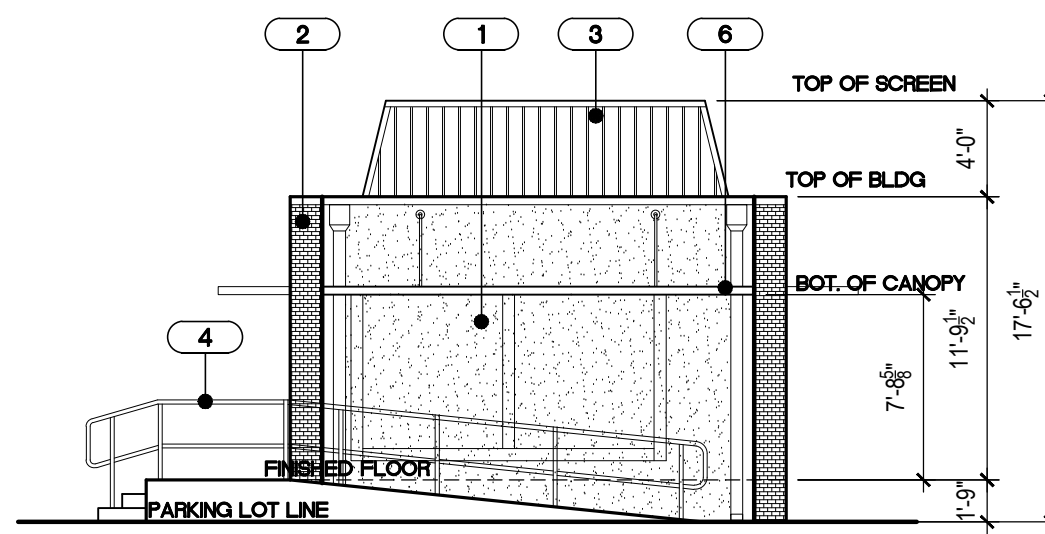
BUILDING 3 - (E) SOUTH ELEVATION (FRONT) 7
SCALE: 1/8" = 1'-0" A-103



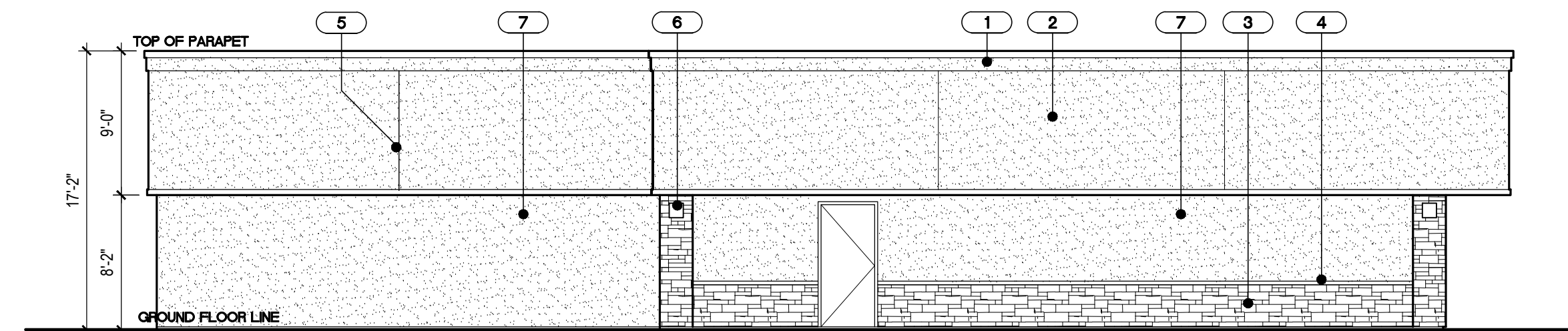
BUILDING 3 - (E) NORTH ELEVATION (REAR) 8
SCALE: 1/8" = 1'-0" A-103



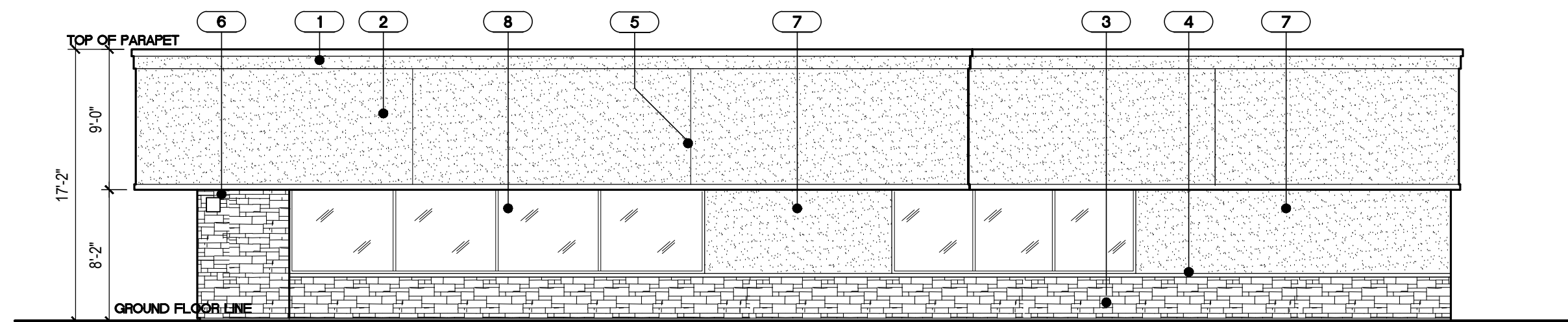
BUILDING 3 - (E) WEST ELEVATION (SIDE) 9
SCALE: 1/8" = 1'-0" A-103



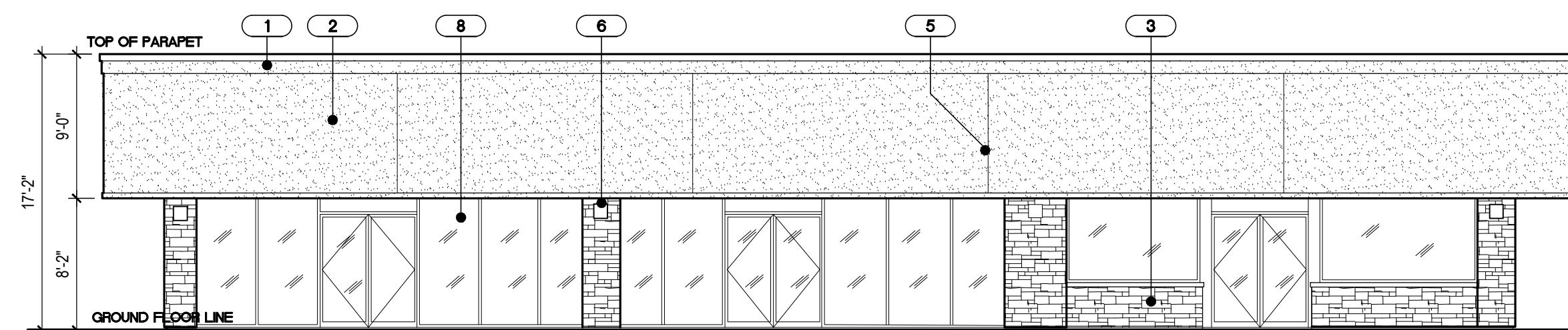
BUILDING 3 - (E) EAST ELEVATION (SIDE) 10
SCALE: 1/8" = 1'-0" A-103



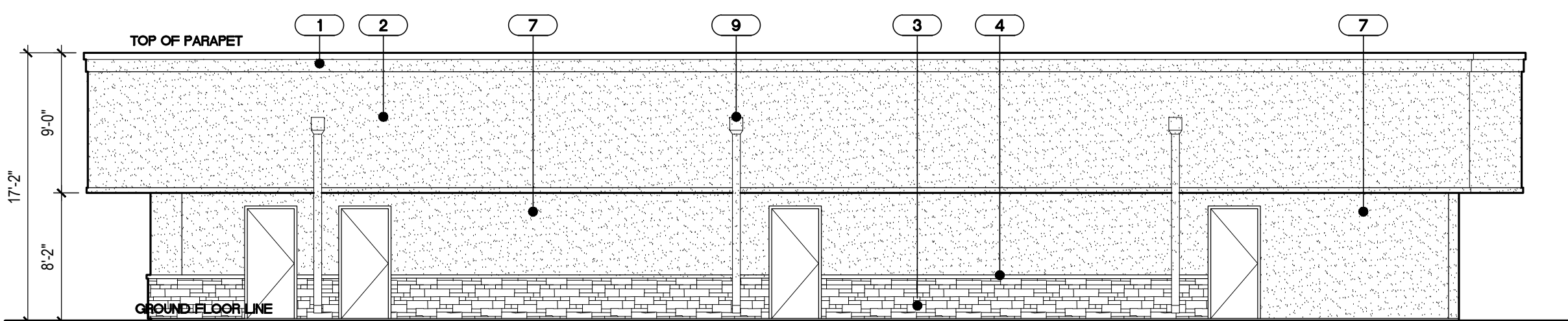
BUILDING 2 - EXISTING WEST ELEVATION (SIDE) 5
SCALE: 1/8" = 1'-0" A-103



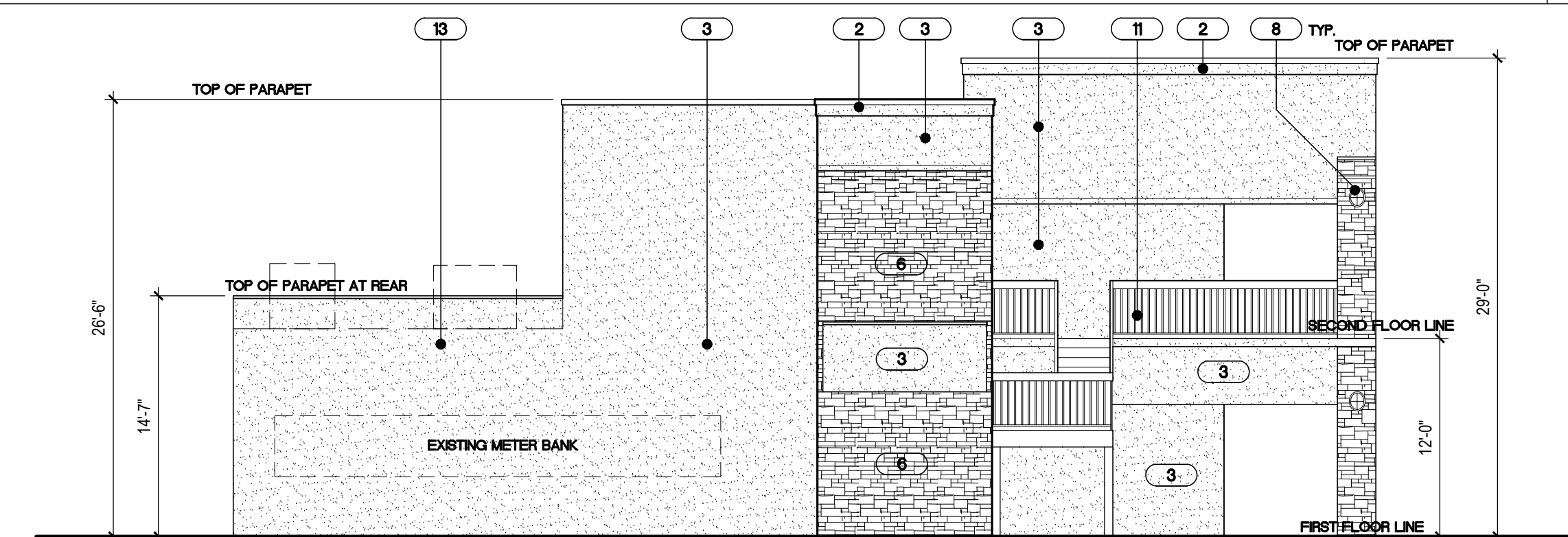
BUILDING 2 - EXISTING EAST ELEVATION (SIDE) 6
SCALE: 1/8" = 1'-0" A-103



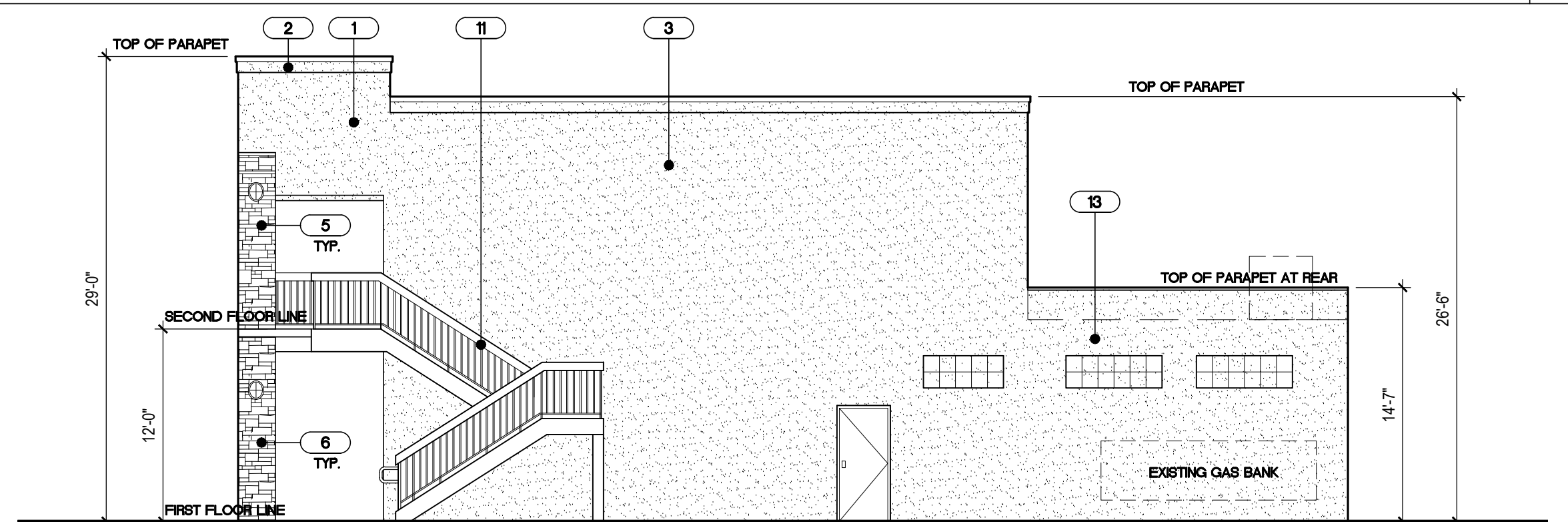
BUILDING 2 - EXISTING SOUTH ELEVATION (FRONT) 3
SCALE: 1/8" = 1'-0" A-103



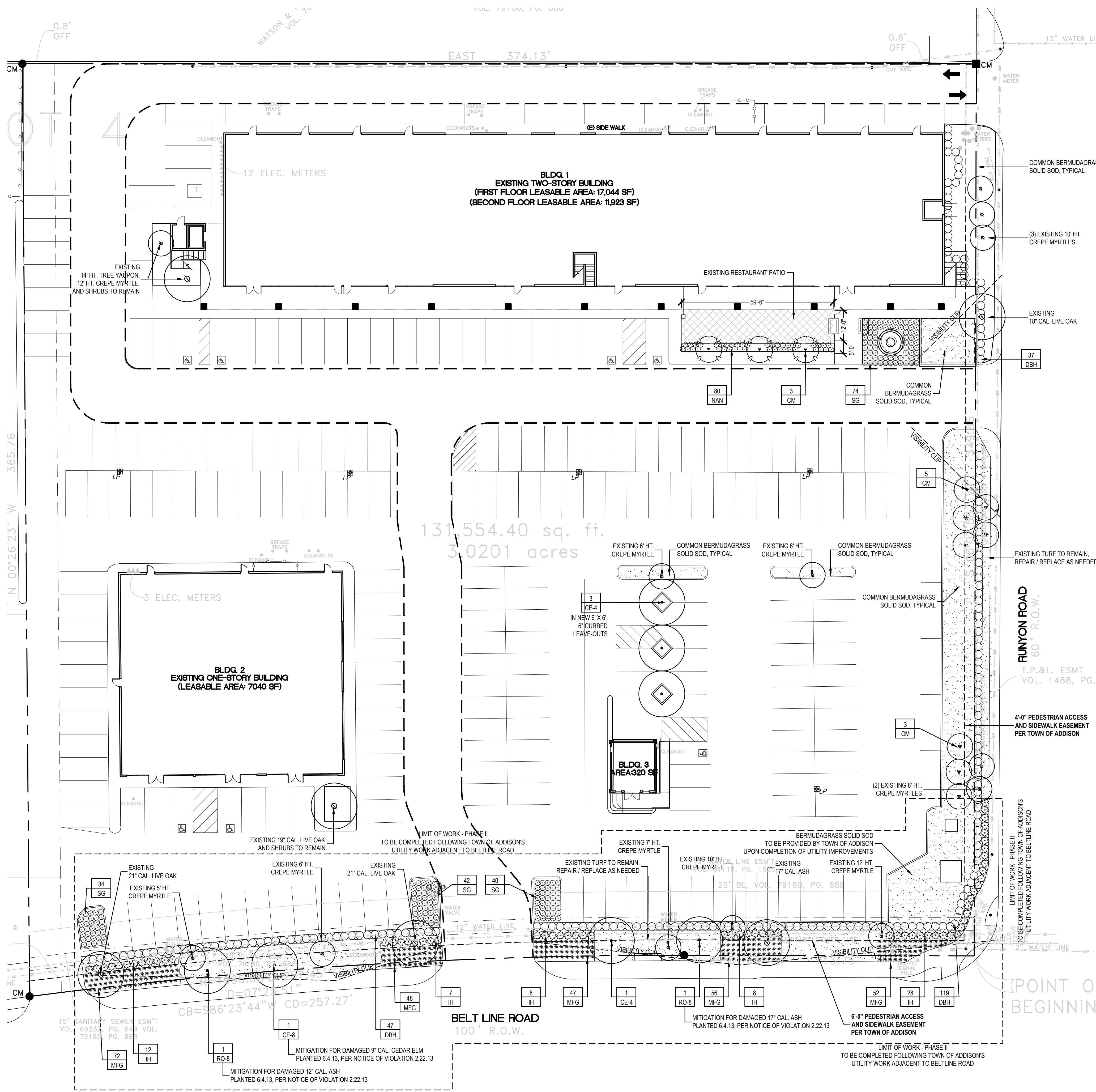
BUILDING 2 - EXISTING NORTH ELEVATION (REAR) 4
SCALE: 1/8" = 1'-0" A-103



BUILDING 1 - EXISTING WEST ELEVATION (SIDE) 1
SCALE: 1/8" = 1'-0" A-103



BUILDING 1 - EXISTING EAST ELEVATION (SIDE) 2
SCALE: 1/8" = 1'-0" A-103



- LANDSCAPE NOTES**
- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
 - Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
 - Contractor is responsible for obtaining all required landscape and irrigation permits.
 - Contractor to provide a minimum 2% slope away from all structures.
 - All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
 - All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
 - All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

- MAINTENANCE NOTES**
- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
 - All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
 - All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
 - All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
 - All plant material which dies shall be replaced with plant material of equal or better value.
 - Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

Town of Addison Landscape Ordinance Calculator

General Requirements

Total Site Sq. Ft.	53,554
Zoning	LR
Required Landscape Areas	26,811
Total Landscape Areas Provided	26,811

Street Landscape Buffer (6' Width Minimum)

Length of Street Frontage	960
Required Number of Trees (6'-10" O.C.)	92
Required Number of Shrubs (6'-10" O.C.)	187 (200 PROVIDED)
Total Number of Trees Provided	0
Total Number of Shrubs Provided	200

Off-Street Loading Spaces (6' High Minimum Screens)

Length of Property Line Adjacent to Off-Street Loading	0
Landscape Options	N/A
Required Number of Shrubs	0
Number of Shrubs Provided	N/A

Parking Lot Screening (Adjacent to any Public or Private Street)

Length of Property Line Adjacent to Parking Lot (Excluding driveways and access ways)	530
Landscape Options	Option 1 - Vegetative Screening (6'-10" O.C.)
Required Number of Shrubs	74
Number of Shrubs Provided	200

Parking Lot Landscaping Perimeter

Length of Property Line Adjacent to Parking Lot	N/A
Landscape Options	N/A
Required Number of Shrubs	81
Required Number of Trees	N/A
Number of Shrubs Provided	0
Number of Trees Provided	0

Parking Lot Landscaping Interior Area

Interior Planting Area Required	10,594
Interior Planting Areas Provided	12,000

PLANT LIST

SHRUBS

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
4	CE-4	Cedar Elm	Ulmus crassifolia	4" cal.	B&B, 14" ht., 4' spread, 5' branching ht., matching specimen as approved by Town of Addison
+1	CE-8	Cedar Elm	Ulmus crassifolia	8" cal.	specimen as approved by Town of Addison
+2	RO-8	Red Oak	Quercus rubrum	8" cal.	specimen as approved by Town of Addison
11	CM	Crepe Myrtle	Lagerstroemia indica	6" ht.	3-5 trunk, no cross canes, 4' spread, matching

* Provided as mitigation per Notice of Violation 2.22.13

SHRUBS

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
63	IH	Indian Hawthorne 'Ballarina'	Rapheloeopsis indica 'Ballarina'	3 gal.	container full, 36" o.c.
203	DBH	Dwarf Burford Holly	Ilex cornuta 'Burfordii Nana'	5 gal.	container full, 24" spread, 36" o.c.
275	MFG	Mexican Feather Grass	Nassella tenuissima	1 gal.	container full, 24" o.c.
100	SG	Savina Greggii 'Furman's Reef'	Savina Greggii 'Furman's Reef'	3 gal.	container full, 24" o.c.
80	NAN	Firepower Nandina	Nandina domestica 'Firepower'	3 gal.	container full, 24" o.c.

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

Issued For:

Design Development

Progress

Bidding

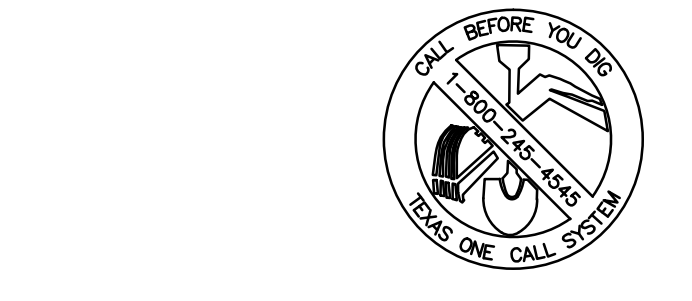
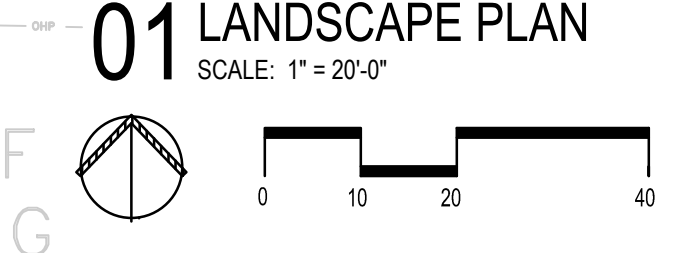
Permit

Construction

Original Issue Date: 01.04.2017

OWNER/DEVELOPER
RPI BELTLINE SQUARE, LTD.
CONTACT: JEFFREY OLYAN
(214)673-9372

LANDSCAPE ARCHITECT
SMR LANDSCAPE ARCHITECTS, INC.
CONTACT: MATT TAYLOR
MTAYLOR@SMR-LA.COM
214.871.0083



BEING PART OF LOT 4 OF
WATSON & TAYLOR SUBDIVISION NO. 2
AND ADDITION TO TOWN OF ADDISON,
DALLAS COUNTY, TEXAS
PREPARED: MARCH 19, 2015

smr landscape architects, inc.
1708 N. Griffin Street Dallas, Texas 75202
Tel: 214.871.0083 Fax: 214.871.0545
Email: smr@smr-la.com

**4021 BELTLINE ROAD
LANDSCAPE RENOVATION
ADDISON, TEXAS**

LANDSCAPE PLAN

Sheet Description: **L1.01**

Drawn By: RMT

Checked By: RMT

Created Date: 01.10.2017

EXHIBIT A

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CREATING PLANNED DEVELOPMENT DISTRICT _____ BASED ON LOCAL RETAIL DISTRICT REGULATIONS WITH MODIFIED USES AND DEVELOPMENT STANDARDS LOCATED AT 4021 BELT LINE ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); AND PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

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

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

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

Section 2. Planned Development District _____ is hereby established for the 3.02 acres of property located at 4021 Belt Line Road (the “Property”), to allow medical and dental offices and all other uses permitted in the Local Retail District (LR) in accordance with all LR district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following special conditions:

- A. In addition to the uses allowed in the LR district regulations, the Property may be used for medical and dental offices.
- B. There shall be no 24 hour medical uses.
- C. The following special parking standards apply:
 - a. *Restaurant*. 1 space per 100 square feet (up to a maximum of 17,442 square feet)
 - b. *General Retail*. 1 space per 300 square feet
 - c. *Medical and Dental Office*. 1 space per 300 square feet
- D. The Property shall be developed in accordance with the site plan, landscape plan, and building elevations shown in **Exhibit A** attached hereto and incorporated herein.

EXHIBIT A

Section 3. The provisions of the Town of Addison Code of Ordinances, as amended, shall remain in full force and effect save and except as amended by this ordinance.

Section 4. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 5. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 6. All ordinances of the City in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 7. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 14th day of February, 2017.

Todd Meier, Mayor

ATTEST:

Laura Bell, City Secretary

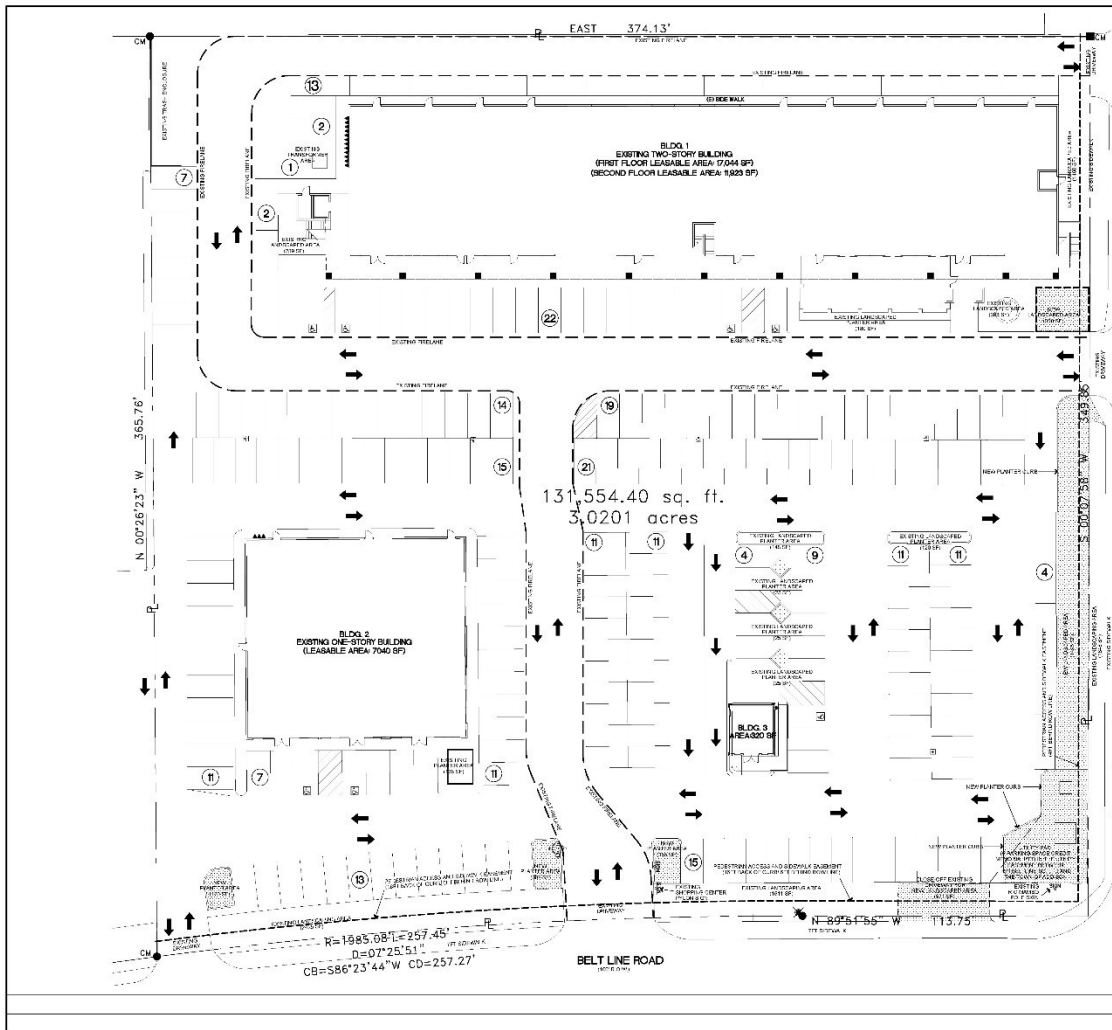
CASE NO: 1751-Z/Belt Line Square

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

EXHIBIT A



- FAÇADE PLAN NOTES:**
- THE FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
 - ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEWS AS REQUIRED BY THE ZONING ORDINANCE.
 - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
 - ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

- LANDSCAPING ANALYSIS:**
- PLEASE REFER TO LANDSCAPING PLAN FOR LANDSCAPING ANALYSIS AND LANDSCAPING CALCULATIONS.

BEING PART OF LOT 4 OF WATSON SUBDIVISION NO. 2 AND ADDITION TOWN OF ADDISON, DALLAS COUNTY, TEXAS. PREPARED: JANUARY 3, 2011

CONCEPTUAL SITE SCALE

EXHIBIT A

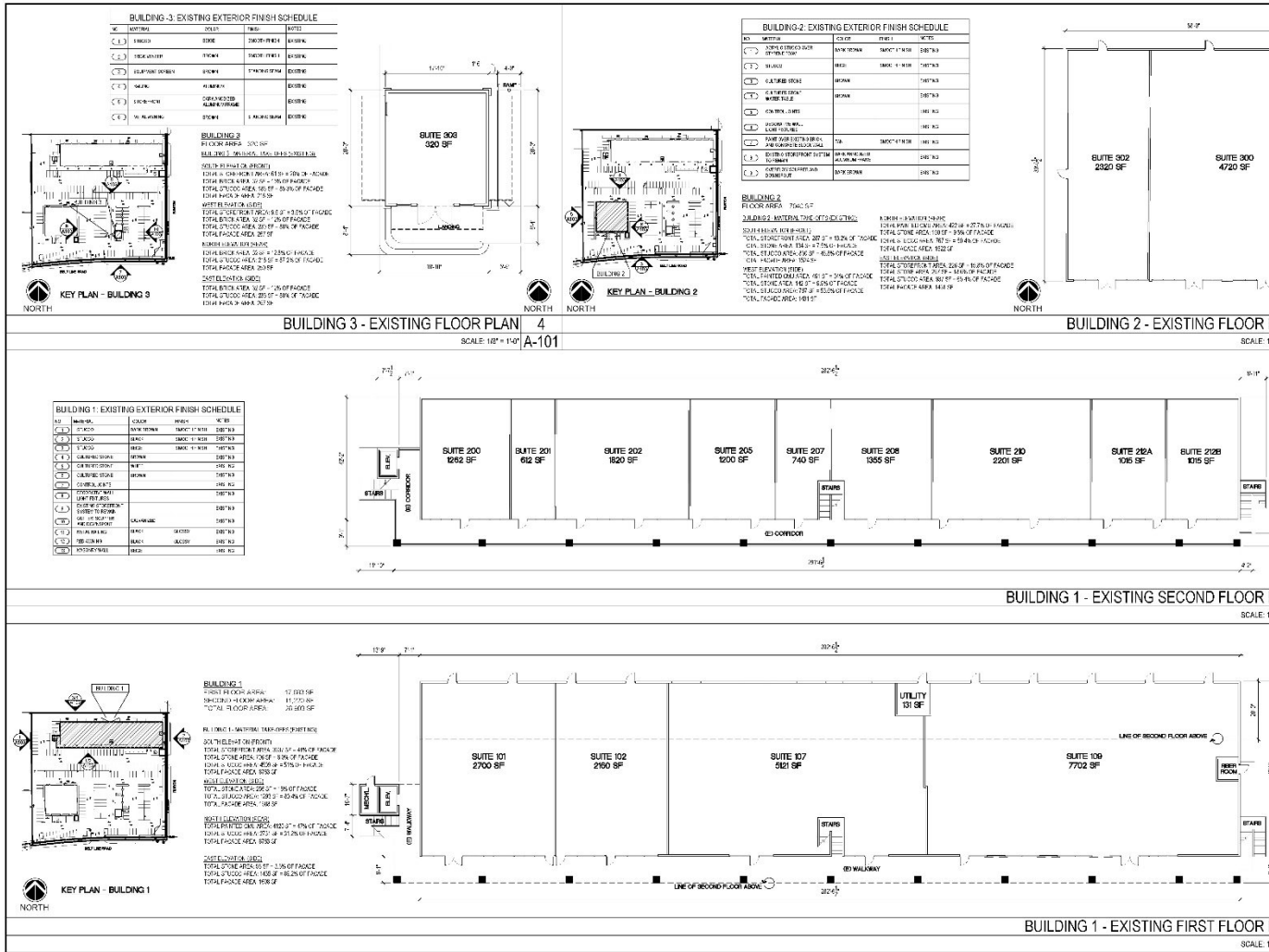
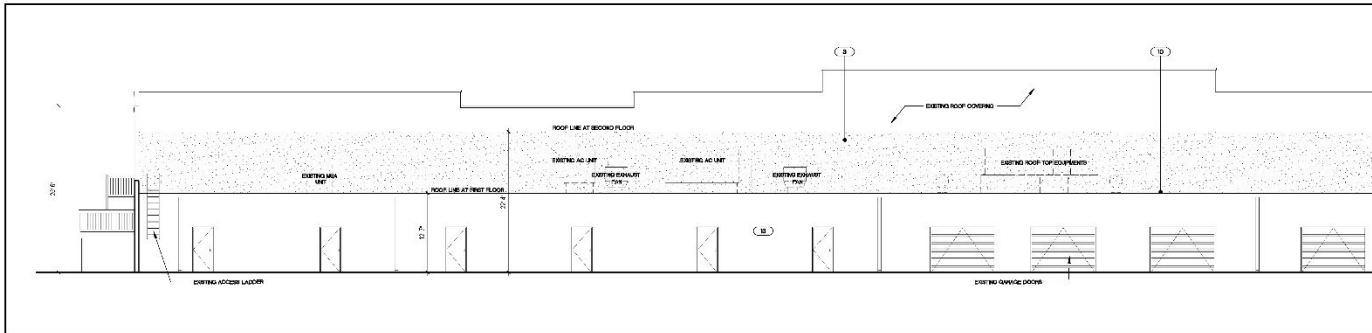
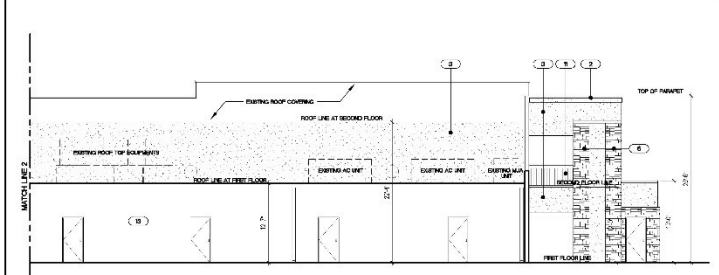


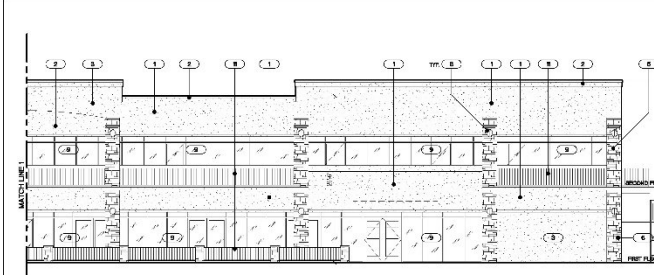
EXHIBIT A



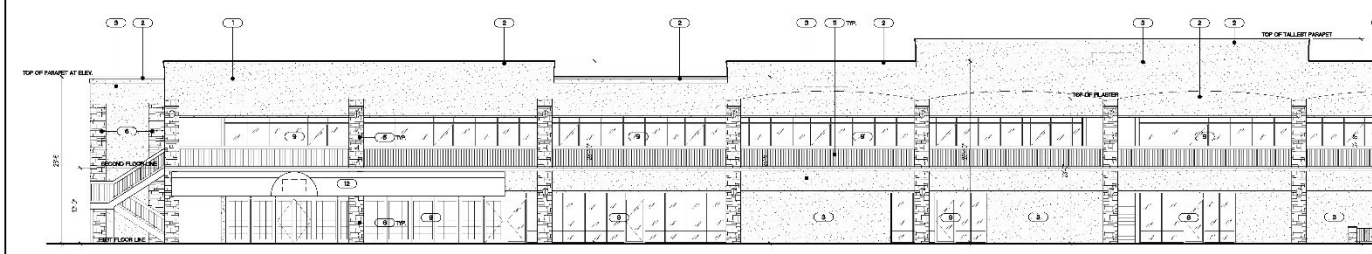
BUILDING 1 - EXISTING NORTH ELEVATION (FRONT)



BUILDING 1 - EXISTING NORTH ELEVATION (REAR) 3
SCALE: 1/8" = 1'-0" A-102

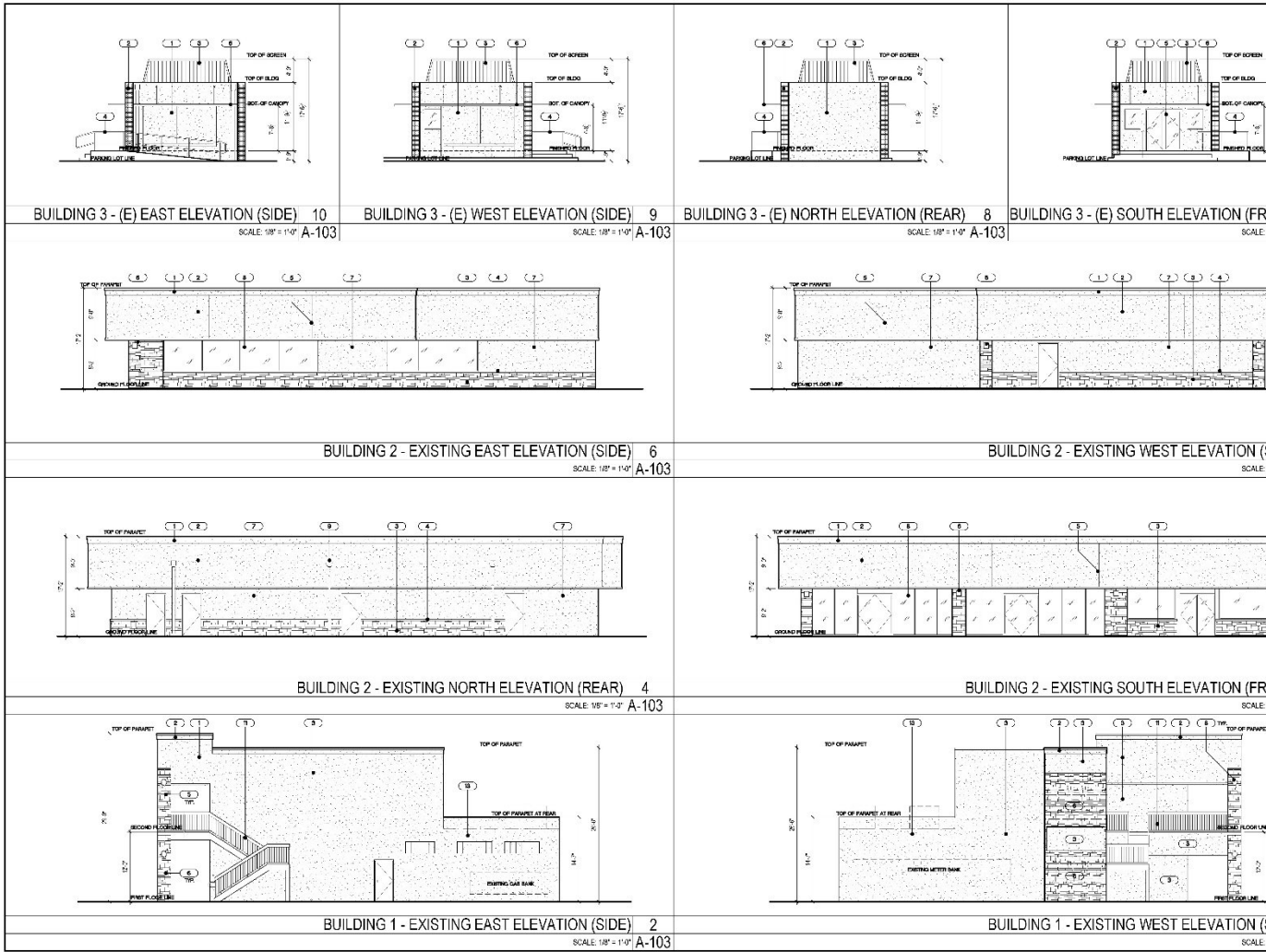


BUILDING 1 - EXISTING SOUTH ELEVATION (FRONT)



BUILDING 1 - EXISTING SOUTH ELEVATION (FRONT)

EXHIBIT A



AI-2063

9.

Work Session and Regular Meeting

Meeting Date: 02/14/2017

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold A Public Hearing, Discuss, And Consider Action On An **Ordinance Rezoning The Property Located At 14345 Dallas Parkway By Amending Planned Development District Number O16-028 By Revising The Development Standards Relating To Building Height And Approving Development Plans For An Office Development. Case 1752-Z/Fourteen555 Dallas Parkway.**

BACKGROUND:

In 2016, City Council voted to establish a Planned Development District (PD) on the property located at 14345 Dallas Parkway in order to ensure a high density office development. The PD, in part, imposed a minimum building height of five stories. Cawley Partners is proposing two six story office buildings with a three story amenity building. Cawley Partners is requesting that the building height requirement be amended narrowly to allow for the three story amenity building while keeping the height requirement for the main buildings.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 17, 2017, voted to recommend approval of an ordinance rezoning the property located at 14345 Dallas Parkway by amending Planned Development District Number O16-028 by revising the development standards relating to building height and approving development plans for an office development, subject to no conditions.

Voting Aye: Braun, Griggs, Meleky, Morgan, Robinson, Schaeffer, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING: none

RECOMMENDATION:

Administration recommends approval.

Attachments

1752-Z Staff Report

1752-Z Plans

1752-Z

PUBLIC HEARING Case 1752-Z/Fourteen555 Dallas Parkway. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 14345 Dallas Parkway by amending Planned Development District Number O16-028 by revising the development standards relating to building height and approving development plans for an office development.

LOCATION MAP





January 13, 2017

STAFF REPORT

RE: Case 1752-Z/Fourteen555 Dallas Parkway

LOCATION: 14345 Dallas Parkway

REQUEST: Approval of an ordinance rezoning approximately 18.2 acres of land by amending Planned Development District O16-028 to revise the development standards and to approve development plans for an office development.

APPLICANT: Cawley Partners, represented by Mr. Mark Godfrey

DISCUSSION:

Background: This site was previously the Ewing automotive dealership, but has been vacant for approximately 20 years. Following a number of recent developer inquiries for low-density office buildings, limited-service hotels, and self-storage facilities, the City Council directed staff to pursue rezoning the properties in a way that would reserve them for high-density office development. This is in keeping with the Comprehensive Plan and would make future development on this property consistent with other properties along the Tollway corridor. The Town subsequently approved rezoning these properties from Industrial-1 to a Planned Development (PD). This PD limits future development to office uses and establishes development standards.

The subject area consists of three properties that are bounded by the Princeton and Wellington office buildings to the north, Dallas Parkway and the Tollway to the east, the International Plaza office development to the south, and Oncor utilities and railroad corridor to the west.

Proposed Plan: Cawley Partners is an office developer that recently completed the Tollway Center office building in Addison. The developer has the main tract under contract and is proposing a two-phase office development, consisting of two 245,000 square foot six-story office buildings, a three-story amenity building known as “The Hub,” and two parking structures.

As part of the development plan, the applicant is offering to dedicate an easement along the northern edge of the property for the future extension of Landmark Boulevard to Dallas Parkway. This extension was proposed in the recently adopted Master Transportation Plan.

Additionally, Farmers Branch is working to extend a pedestrian trail system running parallel to the railroad tracks and Oncor power lines along the western edge of this property. The developer has agreed to grant the easements necessary for this trail.

Staff Review: Development Plan approval differs from a typical zoning case. While zoning is a legislative decision with wide latitude given during the consideration process, development plan approval is a ministerial function. The purpose of the development plan approval process is to review the proposal in the context of the existing zoning requirements for the site. If the proposal meets the requirements, then it must be approved. That being said, it will be noted later in the report that there is an element of the development plans that does not comply with the zoning standards. The Town has full authority to determine whether or not the standards should be amended to accommodate that request.

The remainder of the staff report will address each section of the Planned Development ordinance and how the proposed plan complies.

Uses: The development plans show two office buildings, a mixture of surface and structured parking, and an amenity building that would include meeting space, a fitness center, and a café with dining space. **The proposed uses meet the standards in the ordinance.**

Development Standards: Development standards regulate the building setbacks and building heights. The development plan is in compliance with all development standards, except as noted below.

Building Setbacks. The Planned Development mirrors the Commercial-1 district standards requiring a front yard setback from Landmark Blvd and Dallas Parkway of 25 feet and no minimum side or rear yard setbacks. **The proposal meets the building setback requirements.**

Height. The ordinance requires a minimum building height of five stories and a maximum building height of twelve stories. The proposed office buildings are six stories each. The amenity center is only three stories. **With regards to the amenity center, the proposal does not meet the minimum building height. The applicant is requesting that the zoning requirements be narrowly amended to permit the three story amenity center while maintaining the current requirements for the primary structures.**

Parking: The Planned Development regulates both the number of spaces that the site must contain as well as what percentage must be provided in structured parking, as opposed to surface lots. The ordinance again mirrors the Commercial-1 standards for establishing required parking ratios. For office uses, this would require 1 space per 300 square feet. The chart below details the parking requirements and what will be provided in each phase of the development.

	Phase I			Phase II
	Office Building	Amenity Center	Phase I Total	Office Building
Square Footage	245,000	12,000	257,000	245,000
Spaces Required	817	40	857	817
Spaces Provided			1,193	1,166

The proposal meets the general parking requirements in the ordinance.

Additionally, the ordinance requires that 62.7% of the parking in Phase I and 65% of the combined parking after Phase II be provided in structured parking. The development plan indicates that 69.8% of the parking in Phase I and 69.9% of the combined parking after Phase II will be within a parking structure. **The proposal meets the structured parking requirements.**

Exterior Appearance: The Planned Development standards require that all structures be constructed of 80% masonry, which can include brick, stone, glass, and split face concrete masonry units. A maximum of three materials will be permitted per building. The office buildings and amenity center are shown to have a mixture of stucco and curtainwall glass in excess of 80% with additional metal accents. **Both office buildings and the amenity center comply with the masonry and material requirements.**

Landscaping: The landscaping on the site will need to comply with the Town's landscaping regulations, including the requirements for 20% site landscaping coverage, perimeter screening, and interior plantings. There is a small triangular parcel to the west of these properties that is platted separately, but would be under Cawley's ownership. The developer has requested that the Town allow that property to be included in the landscape calculation for this development. These sites function as one, therefore staff does not object to the request and will note this in the development plan approval ordinance. **With the inclusion of the adjacent parcel, the site complies with all landscaping regulations.**

Screening of Mechanical Equipment and Service Areas: For this Planned Development, mechanical equipment would be required to be roof-mounted and screened from view of all public areas. Loading, service, and trash storage areas will also need to be screened from view as well. Staff cannot determine whether screening is adequate at this time because equipment has not been designed and located. However, staff will check building permit plans to see that all mechanical equipment is screened. **The proposal will comply prior to the issuance of a building permit.**

RECOMMENDATION: **APPROVAL**

Staff believes that the proposed plan complies with the intent of the Planned Development Ordinance and the Comprehensive Plan. Staff has no objection to revising the building height requirement for the amenity center, as this is a minor, accessory use to the main buildings. Staff recommends approval of the request, subject to no conditions.

Land Use Analysis

Attributes of Success Matrix

Fourteen555 Dallas Parkway, 14345 Dallas Parkway

1752-Z

Attribute	Comment	Score
Competitive	There is demand for additional office development in Addison. The location of this site should be attractive to potential office users.	
Safe	The project will be safe.	
Functional	The site plan is functional. Access to both Landmark and Dallas Parkway, as well as the deceleration lane into the property, will help with traffic flows.	
Visually Appealing	The building will be of a quality modern aesthetic and meets the Town's requirements regarding landscaping.	
Supported with Amenities	The plan contemplates several onsite amenities and is supported by the restaurants and hotels in the area.	
Environmentally Responsible	The applicant plans to include a number of sustainable design features in the building that will conserve energy.	
Walkable	The site itself is walkable and the sidewalks will be pulled away from the back of curb on Dallas Parkway. Sidewalks will be added to Landmark that tie into pedestrian trails.	
Overall Assessment	The proposed plan is a quality office development that fits well with the adjacent office uses.	



Case 1752-Z/Fourteen555 Dallas Parkway
January 17, 2017

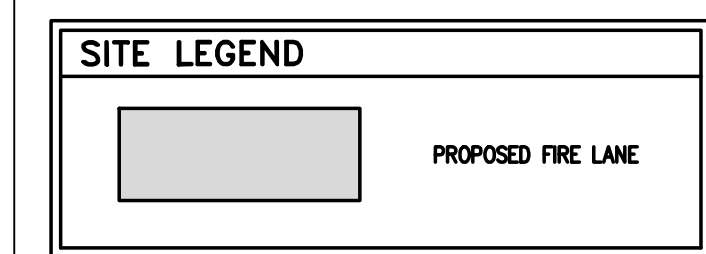
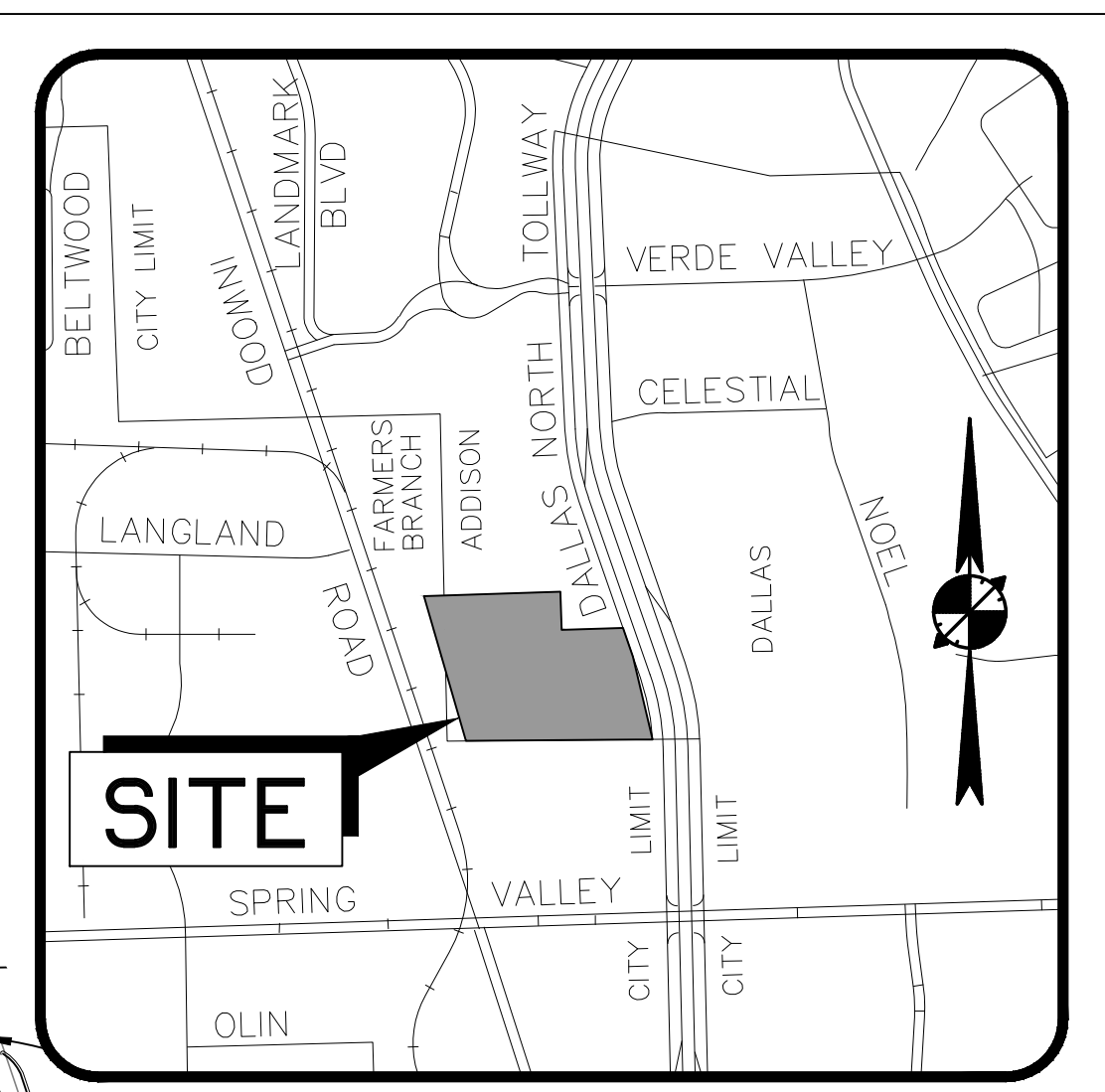
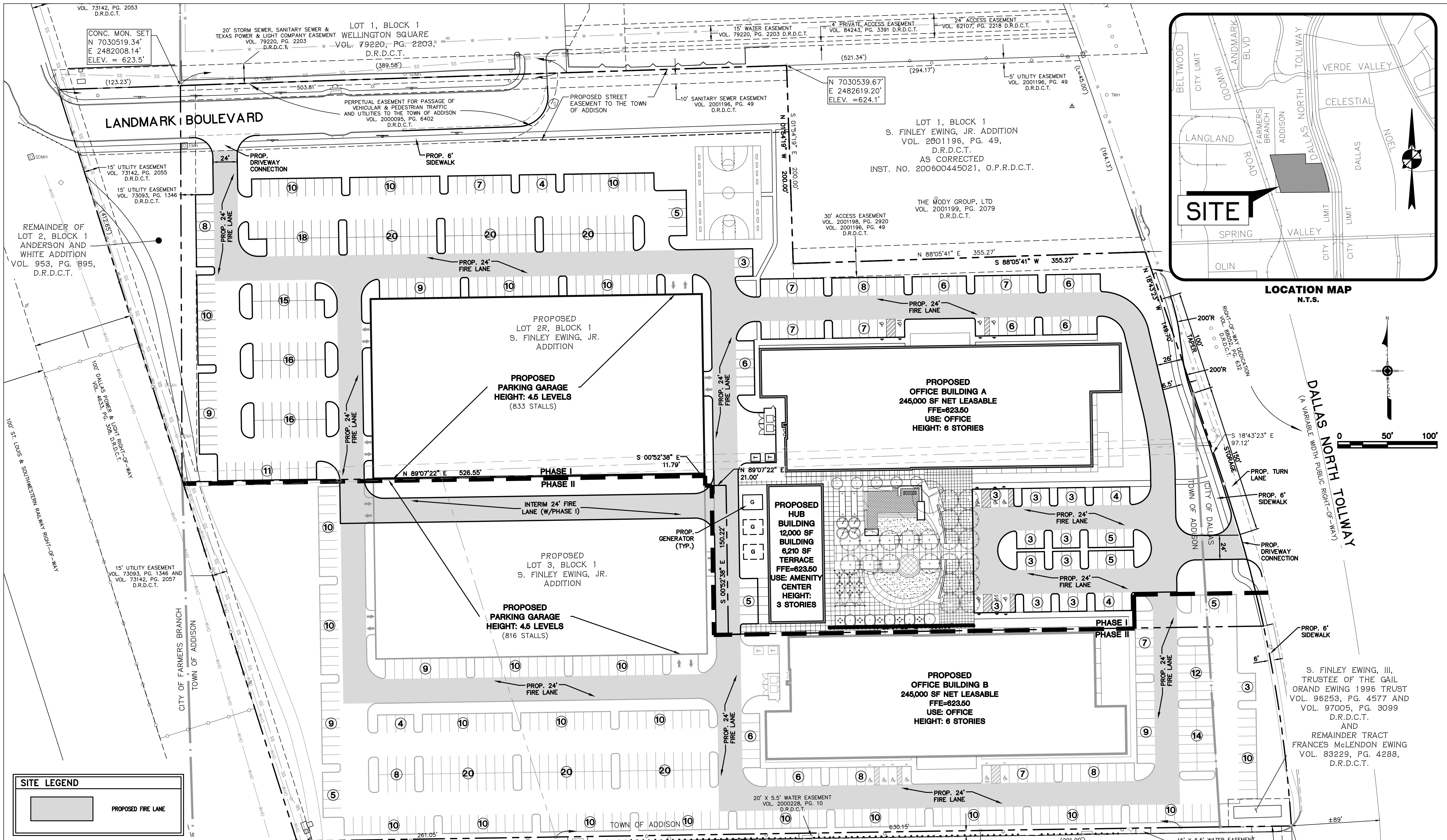
COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 17, 2017, voted to recommend approval of an ordinance rezoning the property located at 14345 Dallas Parkway by amending Planned Development District Number O16-028 by revising the development standards relating to building height and approving development plans for an office development, subject to no conditions.

Voting Aye: Braun, Griggs, Meleky, Morgan, Robinson, Schaeffer, Wheeler
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none



EXISTING LEGEND & ABBREVIATIONS	
	FH
	WV
	WM
	FDC
	ICV
	SSMH
	SSCO
	GM
	PP
	LP
	TCB
	TS
	CI
	BFR
	W
	SS
	STM
	STMMH

PROPOSED USE:	LOT 2R (PHASE I)			LOT 3 (PHASE II)	
	OFFICE	OFFICE	OFFICE	OFFICE A	HUB
LOT AREA:	417,592 SQ. FT. = 9.586 AC	291,139 SQ. FT. = 6.683 AC	PLANNED DEVELOPMENT	42,000 SQ. FT.	8,500 SQ. FT.
ZONED:	PLANNED DEVELOPMENT	PLANNED DEVELOPMENT	PLANNED DEVELOPMENT	6 STORY	3 STORY
BUILDING FOOTPRINT	42,000 SQ. FT.	8,500 SQ. FT.	50,500 SQ. FT.	42,000 SQ. FT.	12,000 SQ. FT.
BUILDING AREA (NET)	245,000 SQ. FT.	12,000 SQ. FT.	257,000 SQ. FT.	245,000 SQ. FT.	257,000 SQ. FT.
MAX. BUILDING HEIGHT	6 STORY	3 STORY	N/A	6 STORY	6 STORY
TOTAL LOT COVERAGE	12.09%	14.43%		14.43%	0.842
TOTAL FLOOR AREA RATIO	0.615	0.842		0.842	0.842
PARKING REQUIRED	257,000/300 = 857 SPACES	245,000/300 = 817 SPACES		360 SURFACE+833 GARAGE = 1,193 SPACES	360 SURFACE+816 GARAGE = 1,166 SPACES
PARKING PROVIDED	360 SURFACE+833 GARAGE = 1,193 SPACES	360 SURFACE+816 GARAGE = 1,166 SPACES		833 GARAGE/1,193 = 69.8% GARAGE	816 GARAGE/1,166 = 70.0% GARAGE
PARKING PERCENTAGES:	360 SURFACE/1,193 = 30.2% SURFACE	360 SURFACE/1,193 = 30.2% SURFACE		360 SURFACE/1,193 = 30.2% SURFACE	350 SURFACE/1,166 = 30.0% SURFACE
PARKING PERCENTAGES (TOTAL):	1,649 GARAGE/2,359 = 69.9% GARAGE	1,649 GARAGE/2,359 = 69.9% GARAGE		710 SURFACE/2,359 = 30.1% SURFACE	710 SURFACE/2,359 = 30.1% SURFACE
*NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.					
NOTE: • BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP 48113C0180K, DATED JULY 7, 2014. NO FLOODPLAIN EXISTS ON THE SITE.					

LOT 1, BLOCK B
DALLAS PARKWAY AT
INTERNATIONAL PLACE ADDITION
INST. NO. 200600102366,
O.P.R.D.C.T.

DEVELOPER/APPLICANT:
CAWLEY PARTNERS
16400 W. DALLAS PARKWAY
SUITE 150
DALLAS, TEXAS 75248
PHONE: (817) 875-5535
CONTACT: MARK GODFREY

LANDSCAPE ARCHITECT:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: TAL JACKSON

LOT 2, BLOCK B
DALLAS PARKWAY AT INTERNATIONAL PLACE ADDITION
INST. NO. 200600102366,
O.P.R.D.C.T.

CIVIL ENGINEER/PREPARER:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: JOSHUA MILLSAP, P.E.
TBPE # F-6324

SURVEYOR:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE
SUITE 400
DALLAS, TEXAS 75251
PHONE: (972) 991-0011
CONTACT: DAVID DE WEIRD R.P.L.S.
TBPLS # F-10194229

CONCEPT SITE PLAN
S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX
BEING A REPLAT OF LOT 2, BLOCK 1,
S. FINLEY EWING JR. ADDITION,
ACCORDING TO THE PLAT FILED FOR RECORD IN
VOL. 2001196, PG. 48, D.R.D.C.T. (AS CORRECTED INST. NO.
20060445021 O.P.R.D.C.T.) &
TRACT 2, S. FINLEY EWING JR. ADDITION ACCORDING TO THE
PLAT FILED FOR RECORD IN VOL. 73093, PG. 1346
THE JOSIAH PANCOAST SURVEY, ABSTRACT NO. 1146,
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
JANUARY 9, 2017



CONCEPT SITE PLAN

A DEVELOPMENT OF:
CAWLEY PARTNERS
FOURTEEN555 OFFICE
DALLAS NORTH TOLLWAY
TOWN OF ADDISON, TEXAS

PRELIMINARY FOR REVIEW ONLY
Not for Construction or Permit Purposes

Project Number:	222210XXX
File Name:	F:\222210XXX
Engineer:	JOSHUA A. MILLSAP
P.E. No.:	100118
Date:	01/09/2017
Revision	Sheet

MATCHLINE REF. SHEET L1

MATCHLINE REF. SHEET L3

PROPOSED OFFICE BUILDING A
 245,000 SF NET LEASABLE
 FFE=623.50
 USE: OFFICE
 HEIGHT: 6 STORIES

PROPOSED HUB BUILDING
 12,000 SF BUILDING
 6,210 SF TERRACE
 FFE=623.50
 USE: AMENITY CENTER
 HEIGHT: 3 STORIES

PROPOSED OFFICE BUILDING B
 245,000 SF NET LEASABLE
 FFE=623.50
 USE: OFFICE
 HEIGHT: 6 STORIES

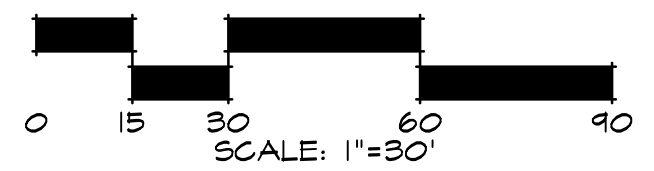
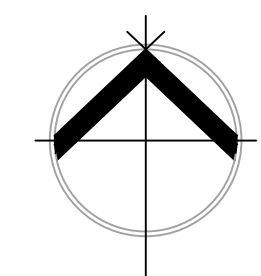
PHASE I
PHASE II

COURTYARD AMENITY TO INCLUDE PLANTED AREAS AND AMENITIES SUCH AS OUTDOOR SEATING, SPORTS PLAY AREAS, AND DECORATIVE PAVEMENT. LANDSCAPE DESIGN AND PLANTINGS ARE CONCEPTUAL IN NATURE AND ARE SUBJECT TO CHANGE.

DALLAS NORTH TOLLWAY
 (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

LARGE TREES	
SYMBOL	COMMON NAME
(+)	Live Oak
(O)	Live Oak
(*)	Cedar Elm
ORNAMENTAL TREES	
SYMBOL	COMMON NAME
(O)	Red Bud, Texas
(O)	Magnolia grandiflora "Little Gem"
SHRUBS	
SYMBOL	COMMON NAME
(NP)	Holly, Needle Point
(NH)	Holly, Nellie R. Stevens
(TS)	Sage, Texas
ORNAMENTAL GRASSES / GROUNDCOVERS	
SYMBOL	COMMON NAME
(X)	Lovegrass
(Z)	Liriope
(F)	Mex. Feathergrass
(P)	Purple Wintercreeper
TURF GRASS	
CALLOUT	COMMON NAME
(G)	Common Bermuda

CONCEPT LANDSCAPE PLAN



S. FINLEY EWING, III,
 TRUSTEE OF THE GAIL
 ORAND EWING 1996 TRUST
 VOL. 96253, PG. 4577 AND
 VOL. 97005, PG. 3099
 D.R.D.C.T.
 AND
 REMAINDER TRACT
 FRANCES McLENDON EWING
 VOL. 83229, PG. 4288,
 D.R.D.C.T.

CUT "X" FND
 BEARS S00°56'E 0.31'

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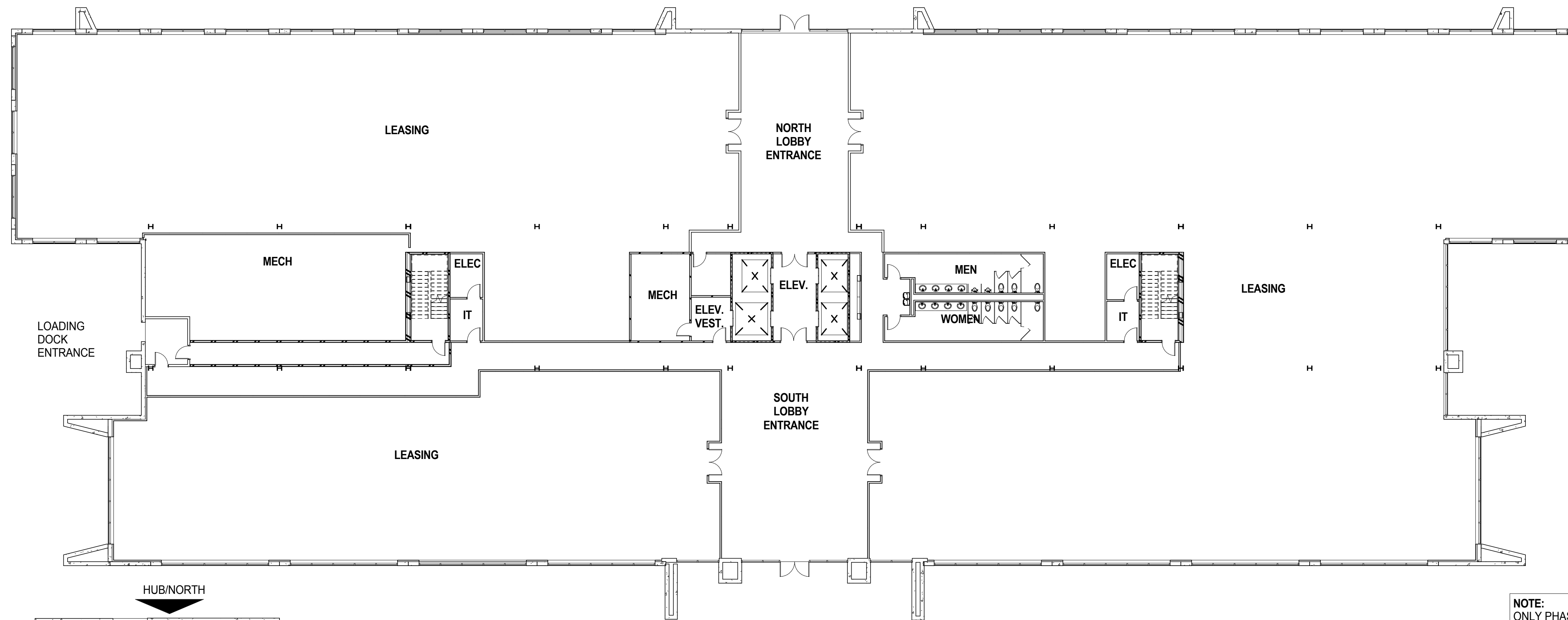
A DEVELOPMENT OF:	
CRAWLEY PARTNERS	By
FOURTEEN555 OFFICE	Issued
DALLAS NORTH TOLLWAY	By
TOWN OF ADDISON, TEXAS	Revision

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 File Name: F:\222210632

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Dwn	Chkd.	Dsgn.	YY MM DD

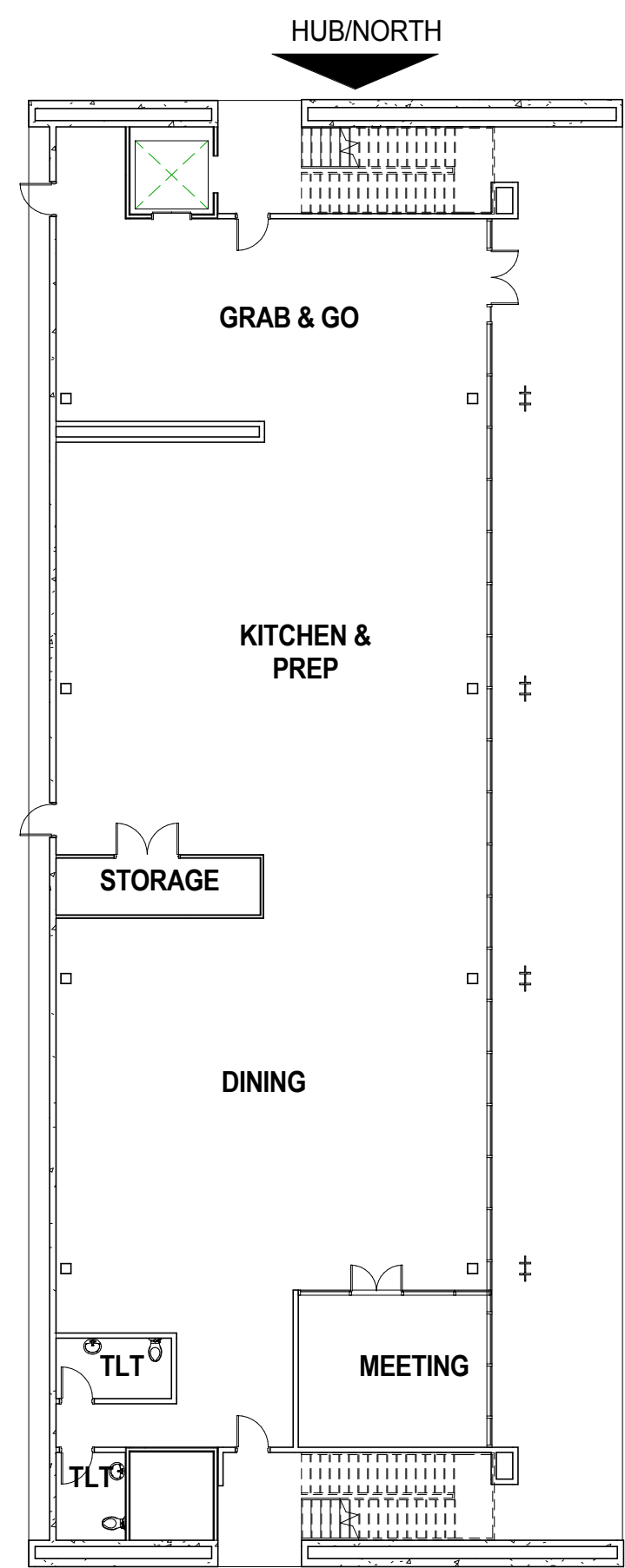
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 Revision Sheet _____

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SOUTH - PHASE II



OFFICE/WEST -
PHASE I & PHASE II

OFFICE/EAST -
PHASE I & PHASE II



HUB/NORTH

OFFICE/ SOUTH -PHASE I
NORTH - PHASE II

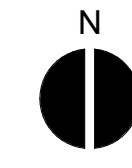
01 FLOOR PLAN - LEVEL 1

SCALE: 1/16" = 1'-0"

NOTE:
ONLY PHASE I OFFICE BUILDING FLOOR PLAN IS SHOWN
FOR CLARITY. PHASE II OFFICE BUILDING TO BE MIRROR
IMAGE OF PHASE I.

HUB/WEST

HUB/EAST



HUB/SOUTH

FOURTEEN555 OFFICE - DALLAS NORTH TOLLWAY TOWN OF ADDISON, TX.

PD-2 - FLOOR PLAN - LEVEL 1



Donald R. Powell, Jr.
Reg. No.: 7206
Chris W. Barnes
Reg. No.: 10147
John E. Orfield
Reg. No.: 11164
Andrew Bennett
Reg. No.: 18129

S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX

01.09.2016
Project No.:
16133.100

16400 N. Dallas Parkway Suite150 - Dallas, TX 75248

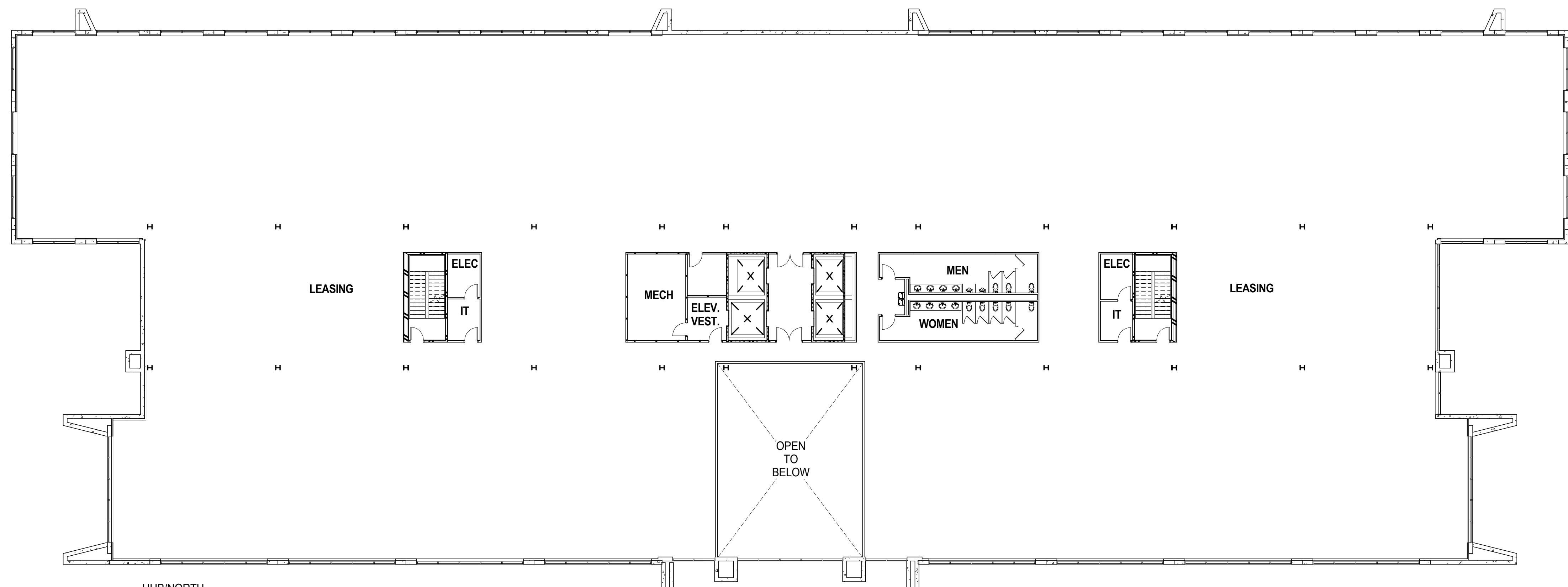
8070 Park Lane, Suite 300
Dallas, Tx. 75231

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OFFICE/ NORTH -PHASE I
SOUTH - PHASE II

OFFICE/WEST -
PHASE I & PHASE II

OFFICE/EAST -
PHASE I & PHASE II



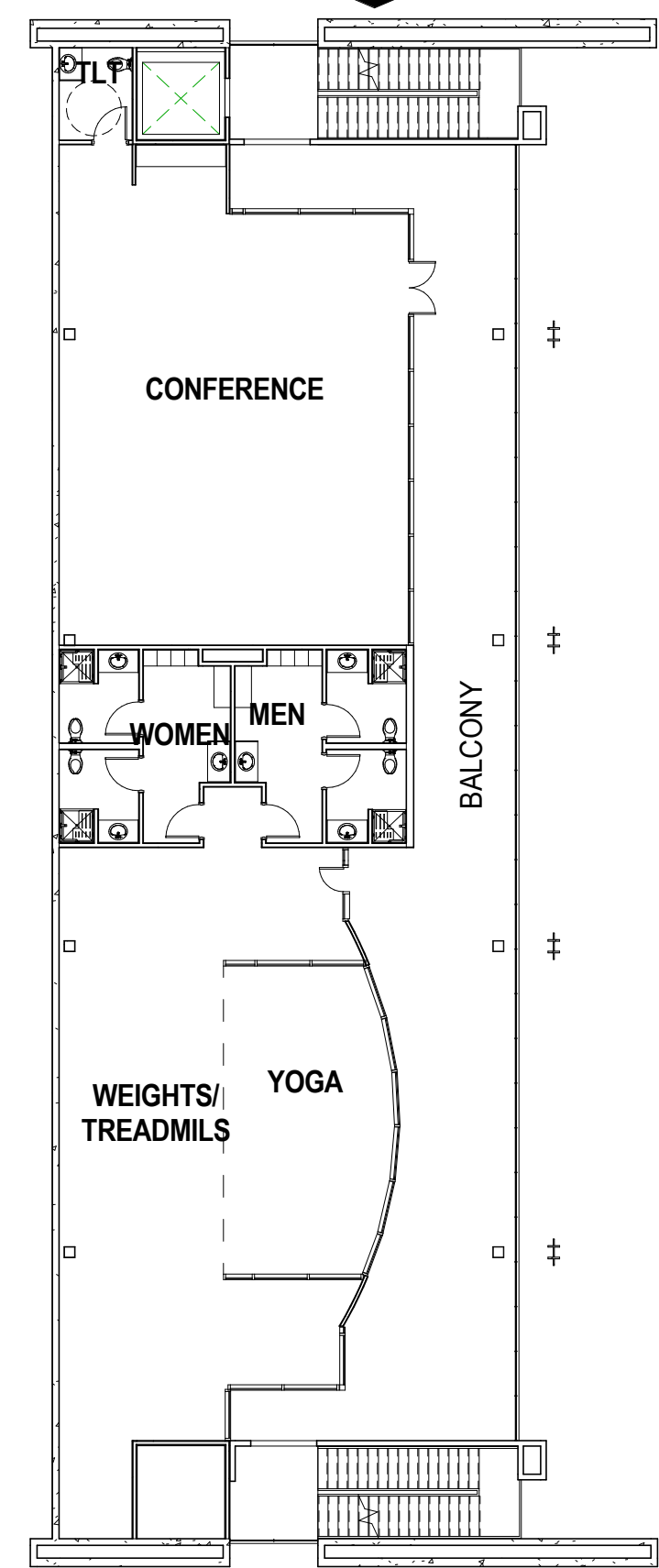
NOTE:
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IMAGE OF PHASE I.

02 FLOOR PLAN - LEVEL 2

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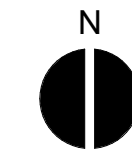
OFFICE/ SOUTH -PHASE I
NORTH - PHASE II

HUB/NORTH



HUB/WEST

HUB/EAST



HUB/SOUTH

FOURTEEN555 OFFICE - DALLAS NORTH TOLLWAY TOWN OF ADDISON, TX.

PD-3 - FLOOR PLAN - LEVEL 2



16400 N. Dallas Parkway Suite150 - Dallas, TX 75248



8070 Park Lane, Suite 300
Dallas, Tx. 75231

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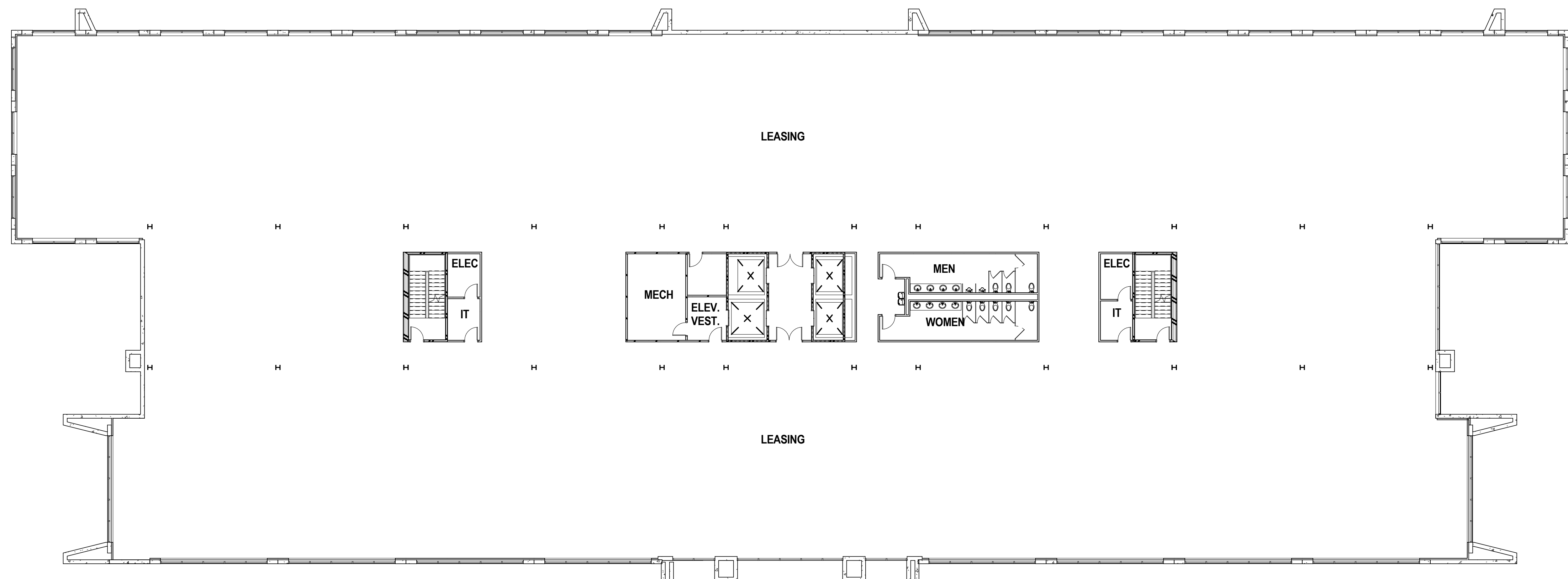
S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX

01.09.2016
Project No.:
16133.100

OFFICE/ NORTH -PHASE I
SOUTH - PHASE II

OFFICE/WEST -
PHASE I & PHASE II

OFFICE/EAST -
PHASE I & PHASE II

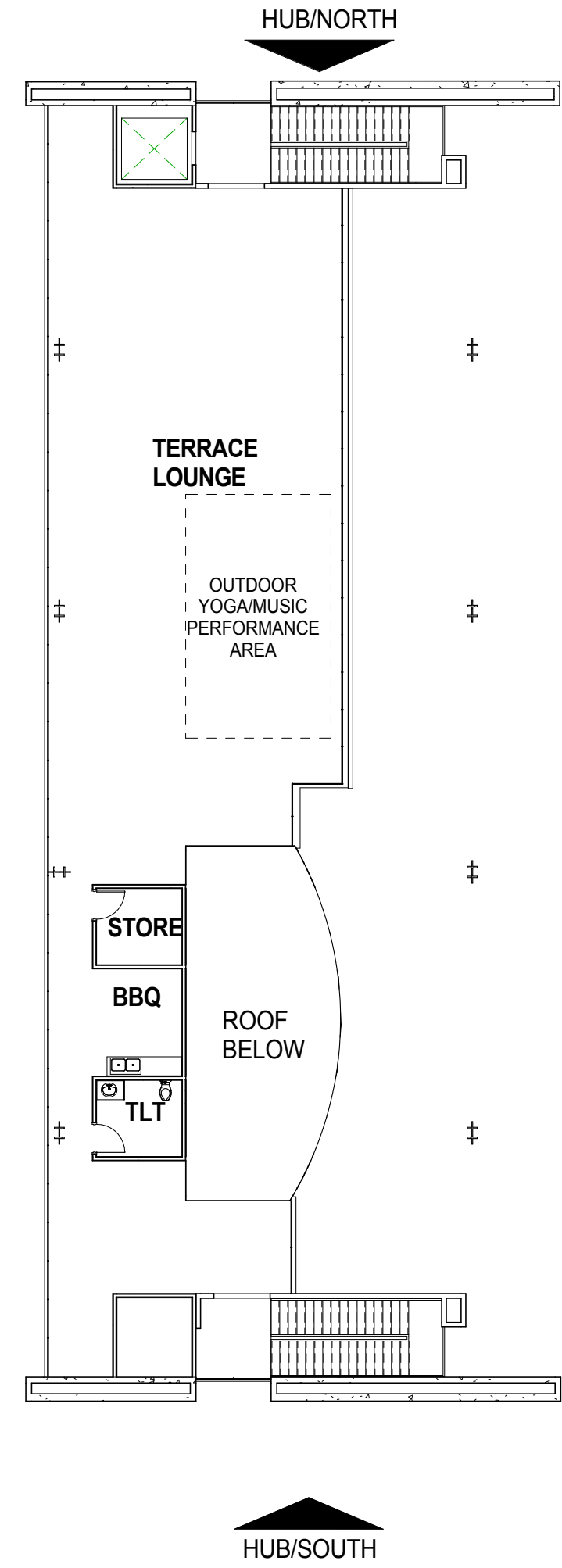


OFFICE/ SOUTH -PHASE I
NORTH - PHASE II

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IMAGE OF PHASE I.

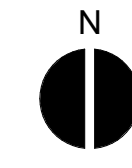
01 FLOOR PLAN - LEVEL 3

SCALE: 1/16" = 1'-0"



HUB/WEST

HUB/EAST



HUB/SOUTH

FOURTEEN555 OFFICE - DALLAS NORTH TOLLWAY TOWN OF ADDISON, TX.

PD-4 - FLOOR PLAN - LEVEL 3

CAWLEY PARTNERS
REAL ESTATE INVESTORS
16400 N. Dallas Parkway Suite150 - Dallas, TX 75248

BOKA Powell
8070 Park Lane, Suite 300
Dallas, Tx. 75231

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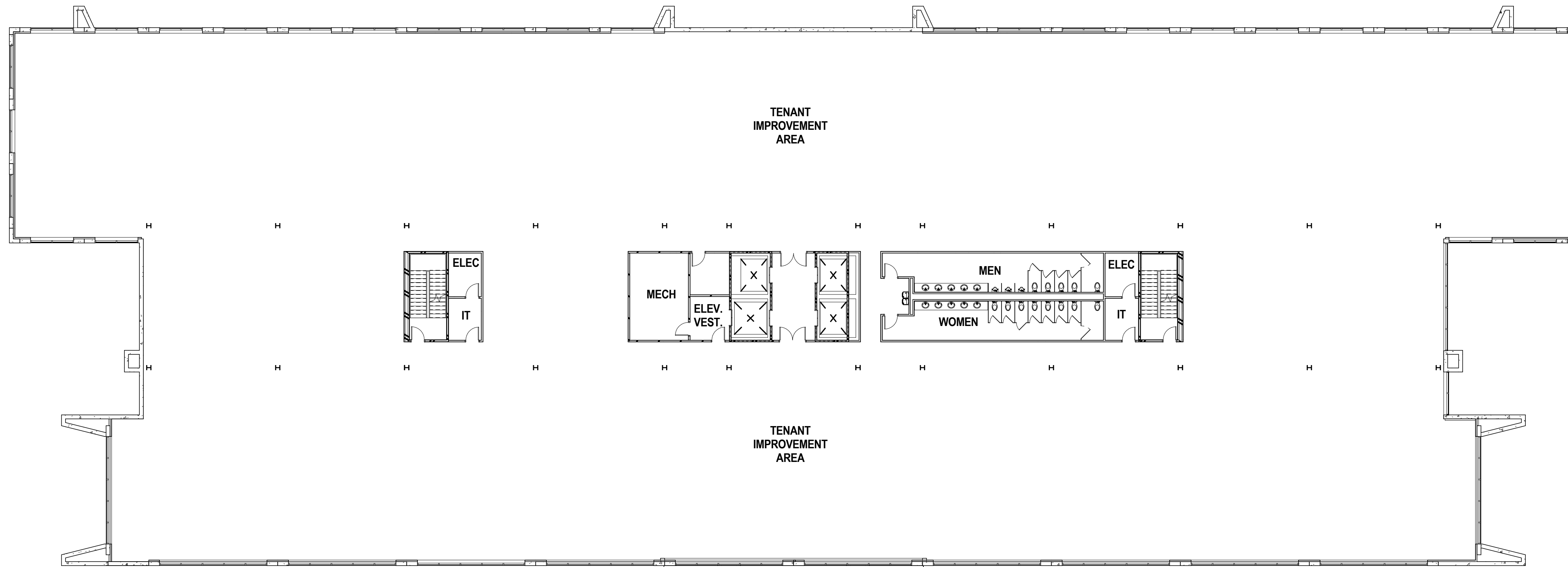
S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX

01.09.2016
Project No.:
16133.100

OFFICE/ NORTH -PHASE I
SOUTH - PHASE II

OFFICE/WEST -
PHASE I & PHASE II

OFFICE/EAST -
PHASE I & PHASE II

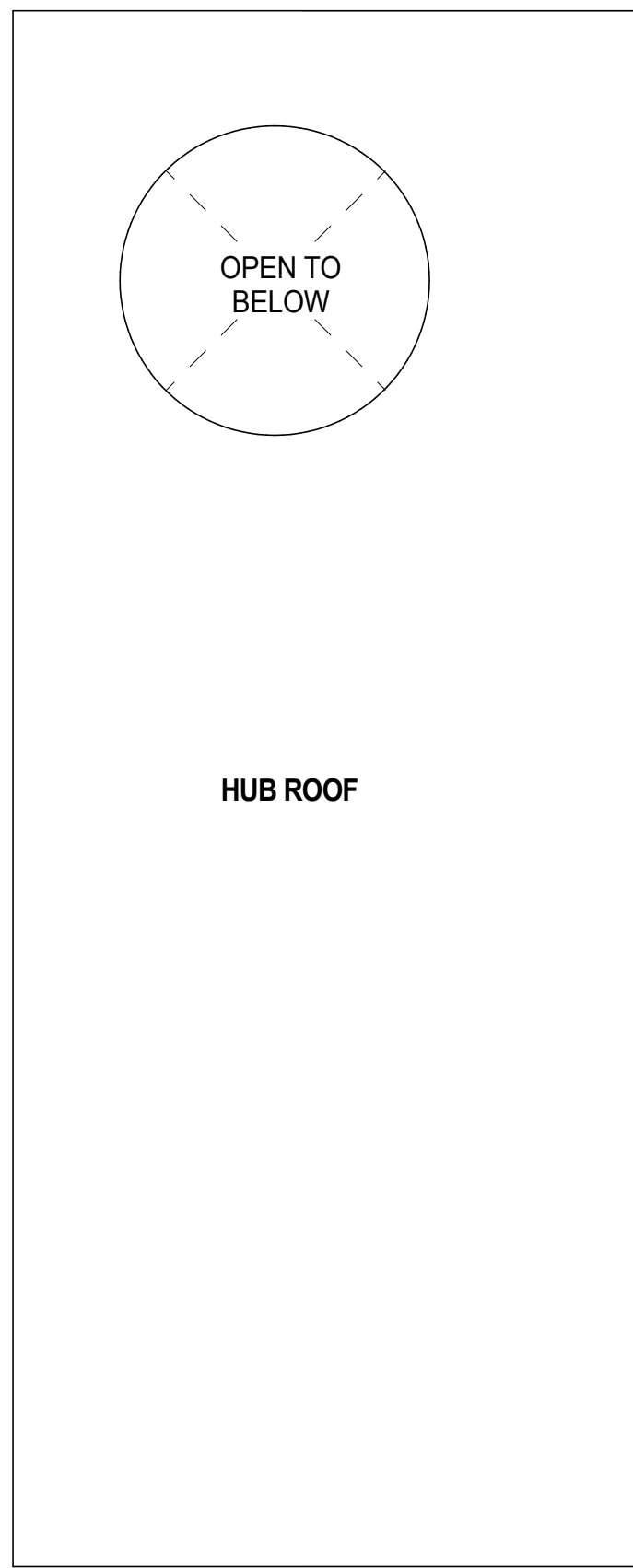


OFFICE/ SOUTH -PHASE I
NORTH - PHASE II

01 FLOOR PLAN - LEVEL 4

SCALE: 1/16" = 1'-0"

NOTE:
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IMAGE OF PHASE I.



FOURTEEN555 OFFICE - DALLAS NORTH TOLLWAY TOWN OF ADDISON, TX.

PD-5 - FLOOR PLAN - LEVEL 4

CAWLEY PARTNERS
REAL ESTATE INVESTORS
16400 N. Dallas Parkway Suite150 - Dallas, TX 75248

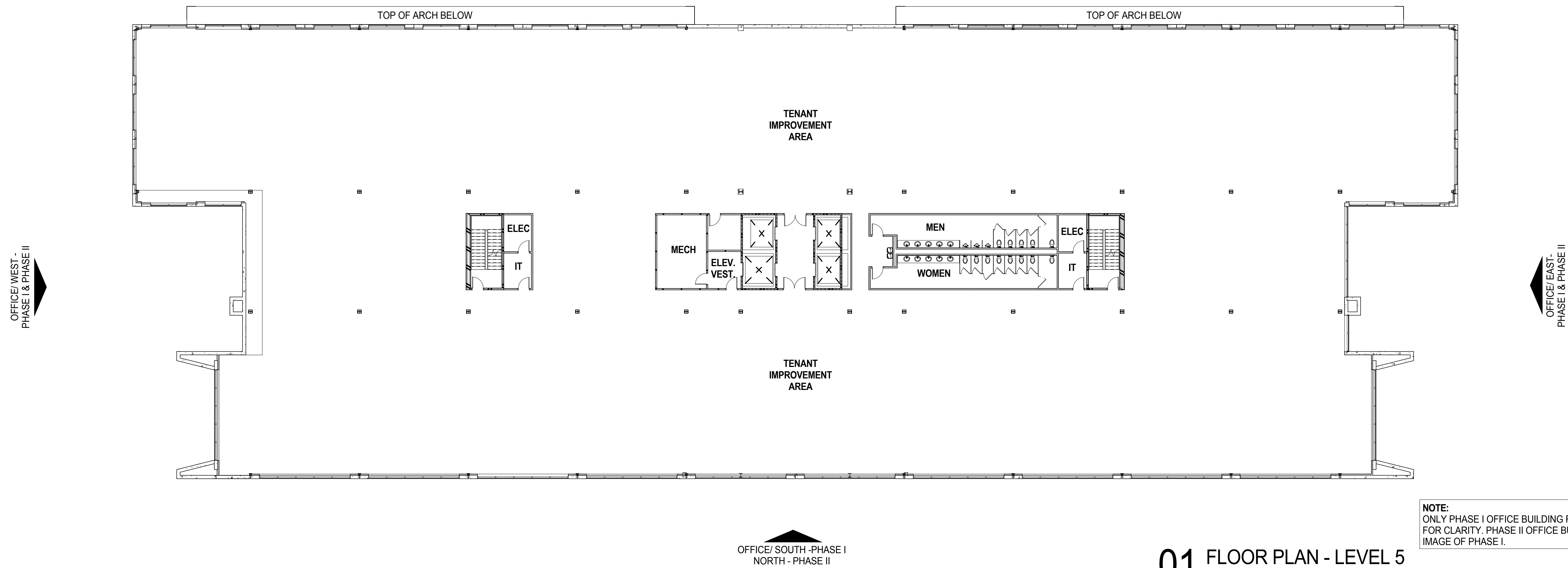
BOKA Powell
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S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX

01.09.2016
Project No.:
16133.100

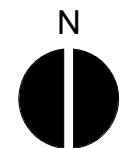
OFFICE/ NORTH -PHASE I
SOUTH - PHASE II



NOTE:
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01 FLOOR PLAN - LEVEL 5

SCALE: 1/16" = 1'-0"



FOURTEEN555 OFFICE - DALLAS NORTH TOLLWAY TOWN OF ADDISON, TX.

CAWLEY PARTNERS
REAL ESTATE INVESTORS
16400 N. Dallas Parkway Suite 150 - Dallas, TX 75248

BOKA Powell
8070 Park Lane, Suite 300
Dallas, Tx. 75231

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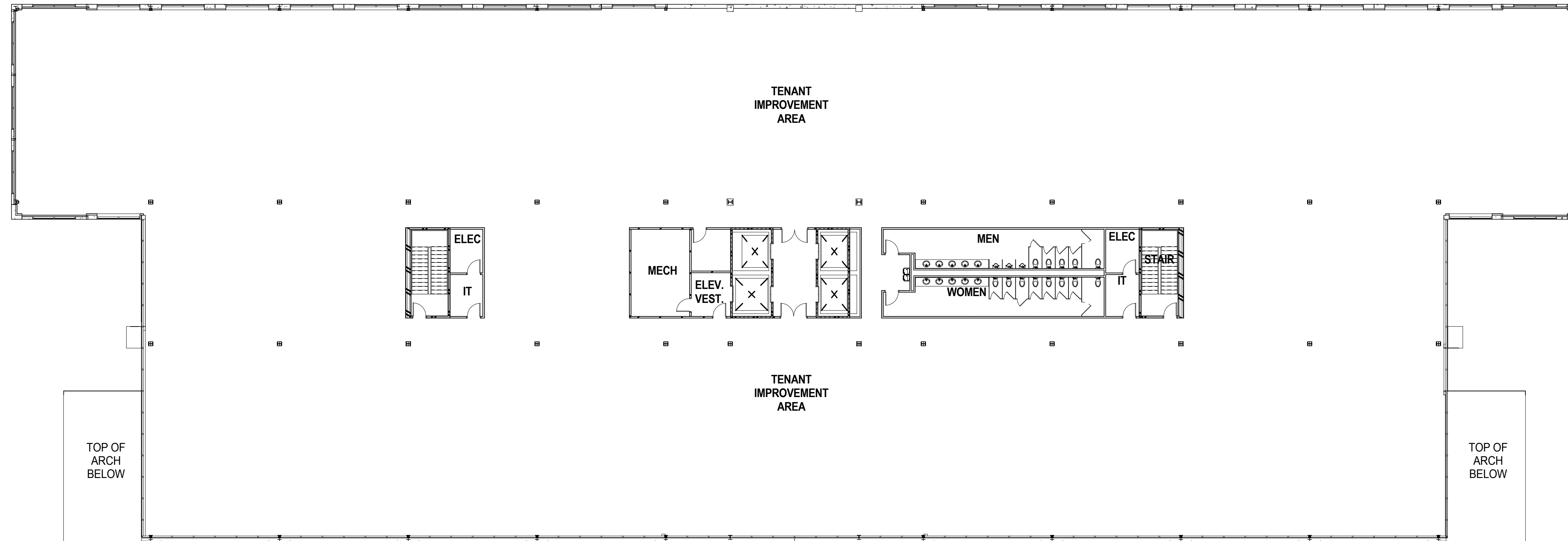
PD-6 - FLOOR PLAN - LEVEL 5

S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX
01.09.2016
Project No.: 16133.100

OFFICE/ NORTH -PHASE I
SOUTH - PHASE II

OFFICE/WEST -
PHASE I & PHASE II

OFFICE/EAST -
PHASE I & PHASE II

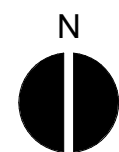


OFFICE/ SOUTH -PHASE I
NORTH - PHASE II

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FOR CLARITY. PHASE II OFFICE BUILDING TO BE MIRROR
IMAGE OF PHASE I.

01 FLOOR PLAN - LEVEL 6

SCALE: 1/16" = 1'-0"



FOURTEEN555 OFFICE - DALLAS NORTH TOLLWAY TOWN OF ADDISON, TX.

CAWLEY PARTNERS
REAL ESTATE INVESTORS
16400 N. Dallas Parkway Suite150 - Dallas, TX 75248

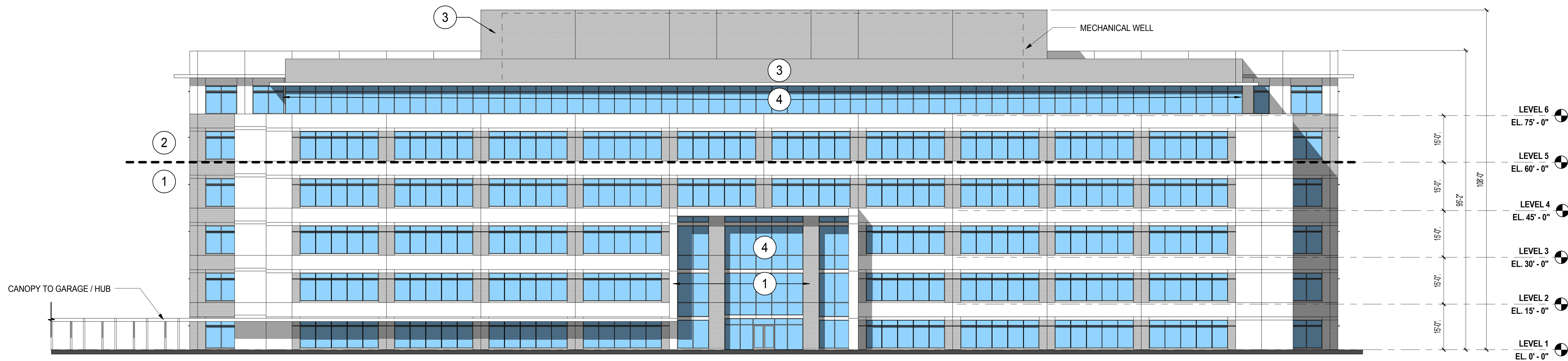
BOKA Powell
8070 Park Lane, Suite 300
Dallas, Tx. 75231

Donald R. Powell, Jr.
Reg. No.: 7206
Chris W. Barnes
Reg. No.: 10147
John E. Orfield
Reg. No.: 11164
Andrew Bennett
Reg. No.: 18129

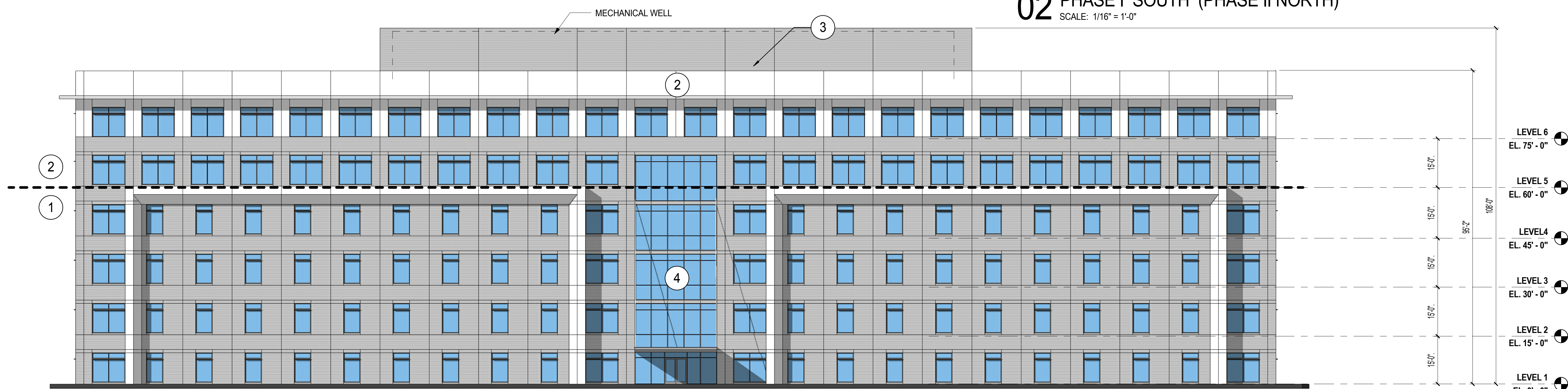
PD-7 - FLOOR PLAN - LEVEL 6

S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX

01.09.2016
Project No.:
16133.100



**02 OFFICE ELEVATION -
PHASE I SOUTH (PHASE II NORTH)**
SCALE: 1/16" = 1'-0"



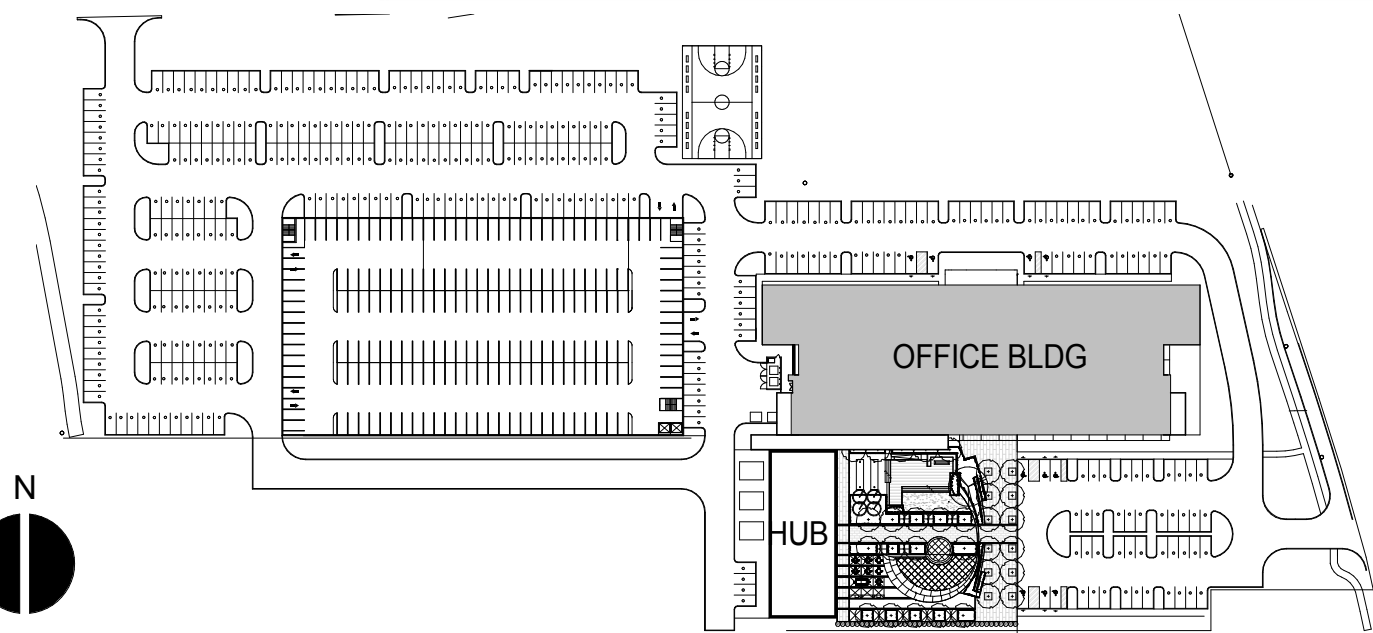
**01 OFFICE ELEVATION -
PHASE I NORTH (PHASE II SOUTH)**
SCALE: 1/16" = 1'-0"

FACADE PLAN NOTES

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
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3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

BUILDING MATERIALS - OFFICE

- ① PAINTED STUCCO CONCRETE PANELS
- ② STUCCO FINISH EXTERIOR SKIN
- ③ CORRUGATED METAL PANEL
- ④ ALUMINUM CURTAIN WALL SYSTEM



PHASE I PORTION OF SITE PLAN SHOWN FOR CLARITY

Elevation	East		West		South		North		Total	
	sq.ft	%	sq.ft	%	sq.ft	%	sq.ft	%	sq.ft	%
1 Concrete panel-stucco	3,000	23.75%	3,000	23.75%	20,010	51.83%	20,400	54.46%	46,410	45.80%
2 Exterior panel-stucco	3,637	28.79%	3,637	28.79%	9,024	23.37%	12,537	33.47%	28,835	28.46%
3 Metal Panel	945	7.48%	945	7.48%	4,684	12.13%	2,788	7.44%	9,362	9.24%
4 Aluminum curtain wall glazing	5,050	39.98%	5,050	39.98%	4,889	12.66%	1,737	4.64%	16,726	16.51%
Total	12,632		12,632		38,607		37,462		101,333	

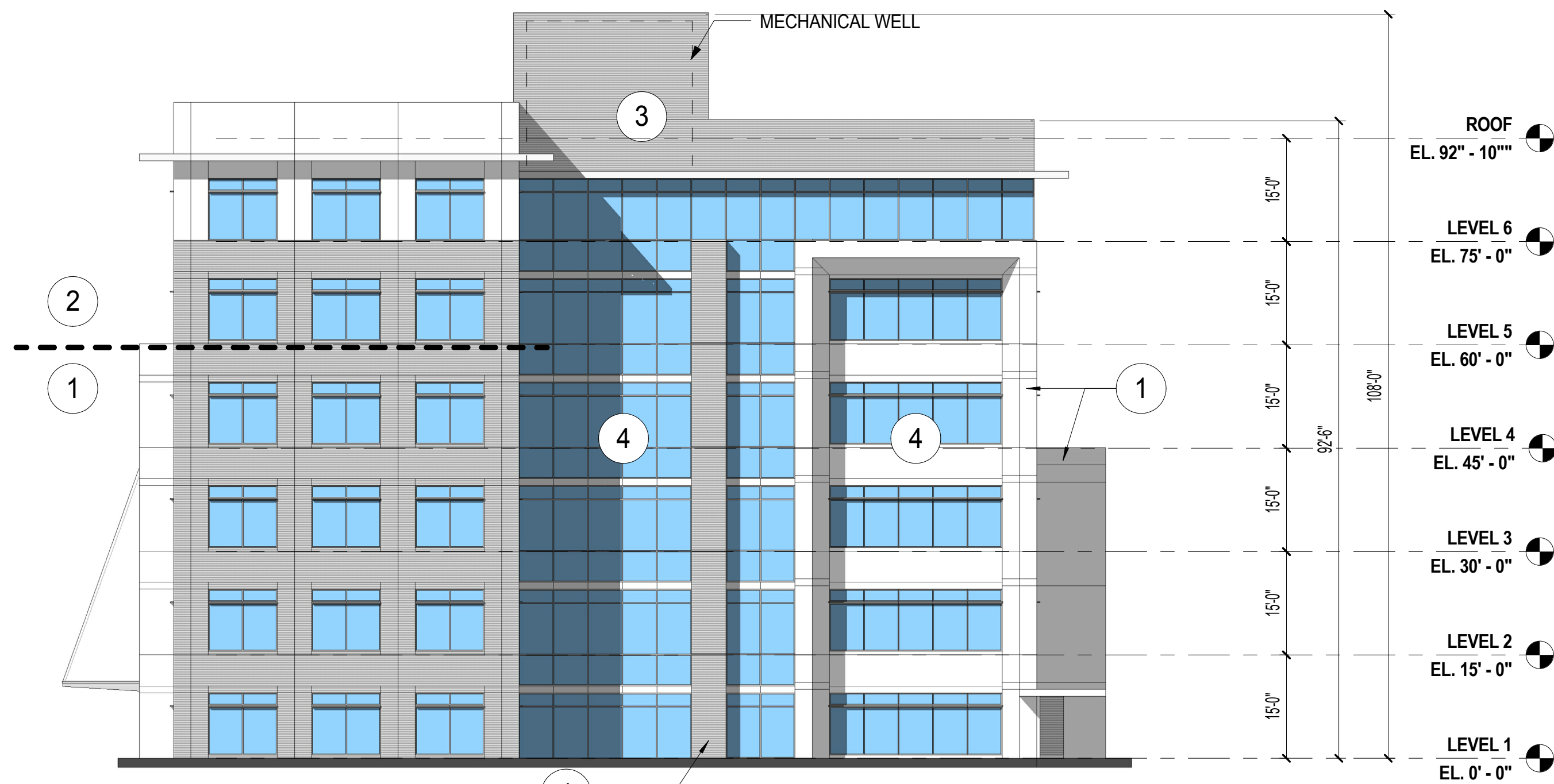


Donald R. Powell, Jr.
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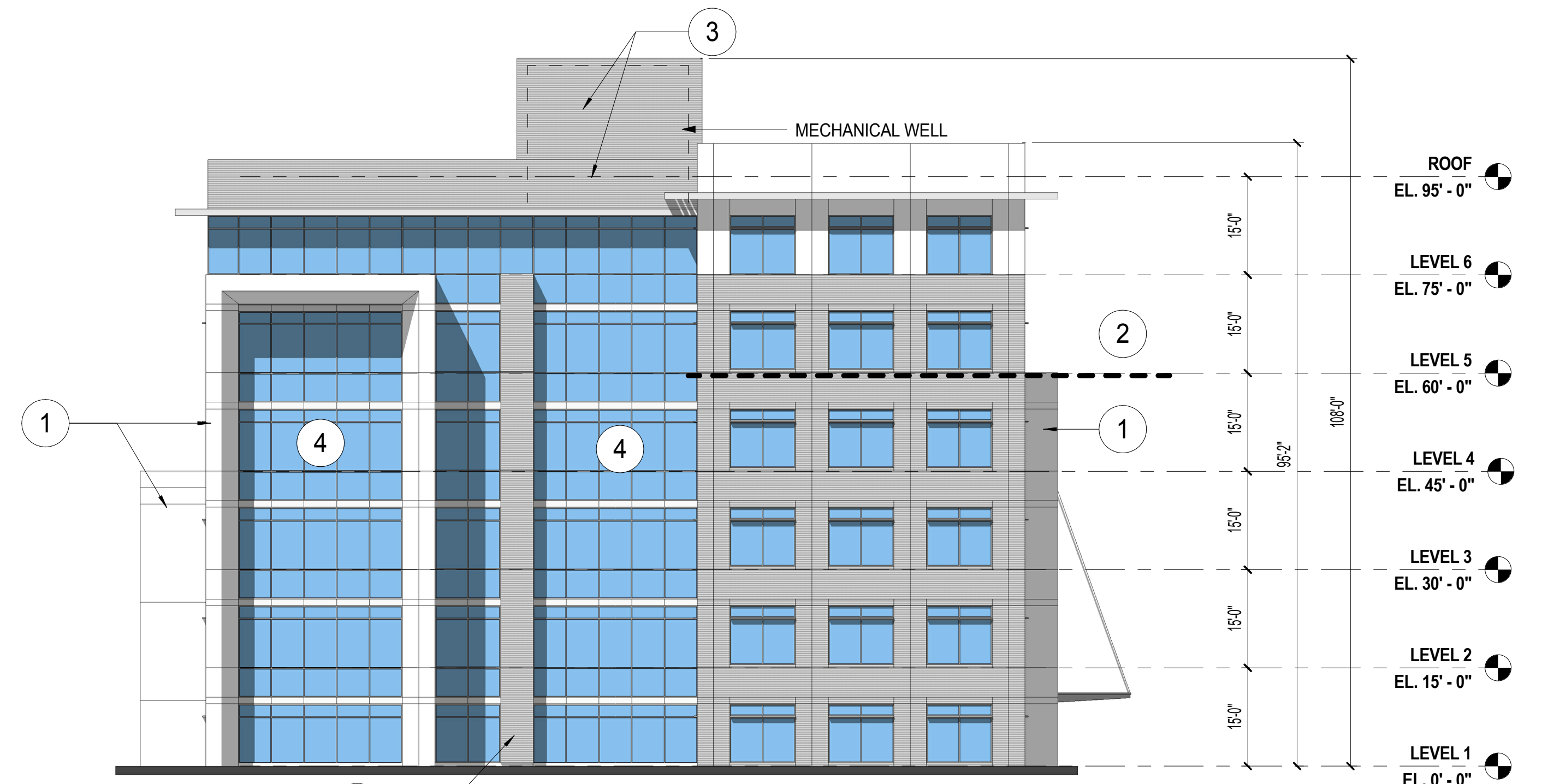
PD-8 - OFFICE ELEVATIONS

S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX

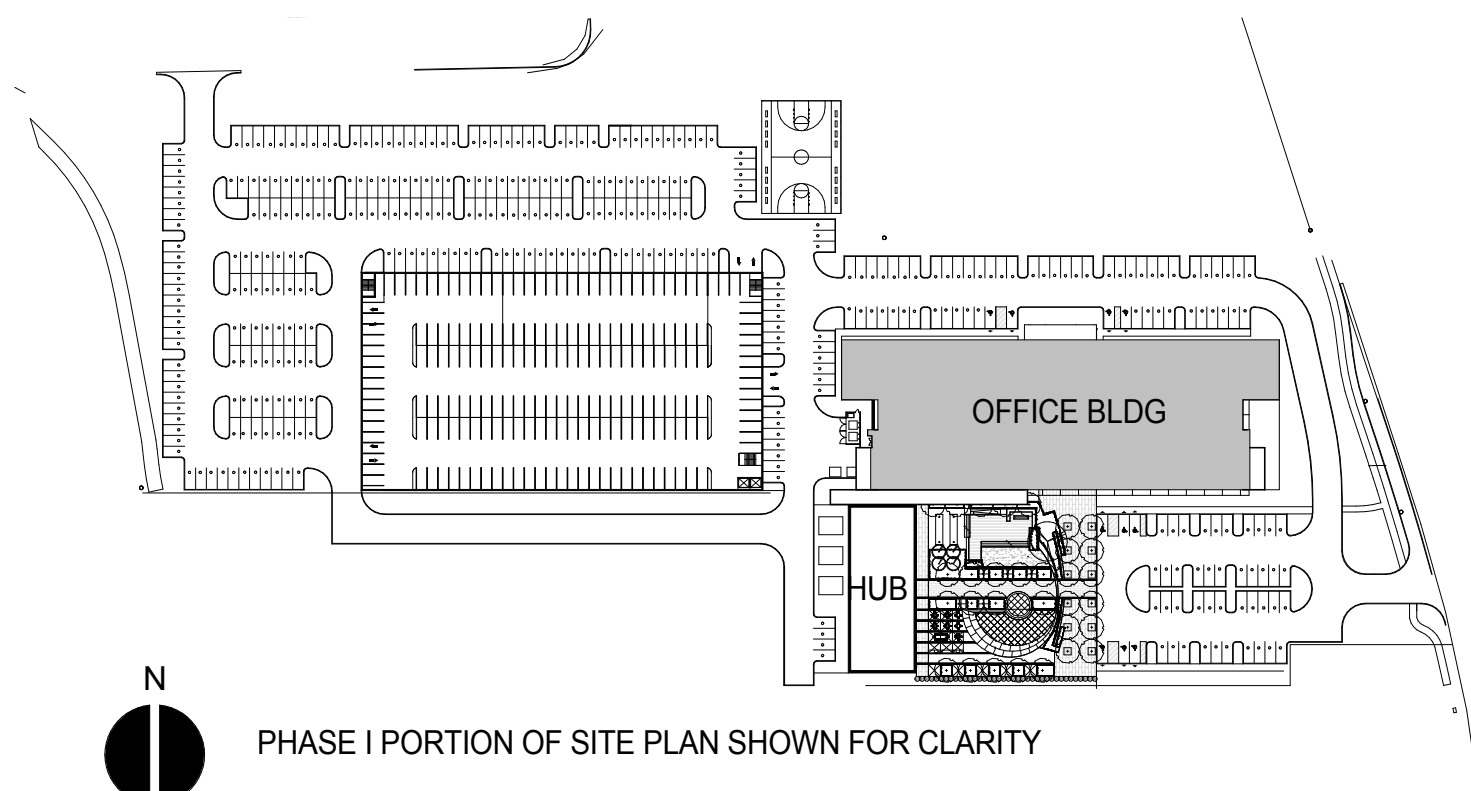
01.09.2016
Project No.: 16133.100



02 OFFICE ELEVATION - WEST (PHASE I & PHASE II)
SCALE: 1/16" = 1'-0"



01 OFFICE ELEVATION - EAST (PHASE I & PHASE II)
SCALE: 1/16" = 1'-0"



BUILDING MATERIALS - OFFICE

- 1 PAINTED STUCCO CONCRETE PANELS
- 2 STUCCO FINISH EXTERIOR SKIN
- 3 CORRUGATED METAL PANEL
- 4 ALUMINUM CURTAIN WALL SYSTEM

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FOURTEEN555 OFFICE - DALLAS NORTH TOLLWAY
TOWN OF ADDISON, TX.

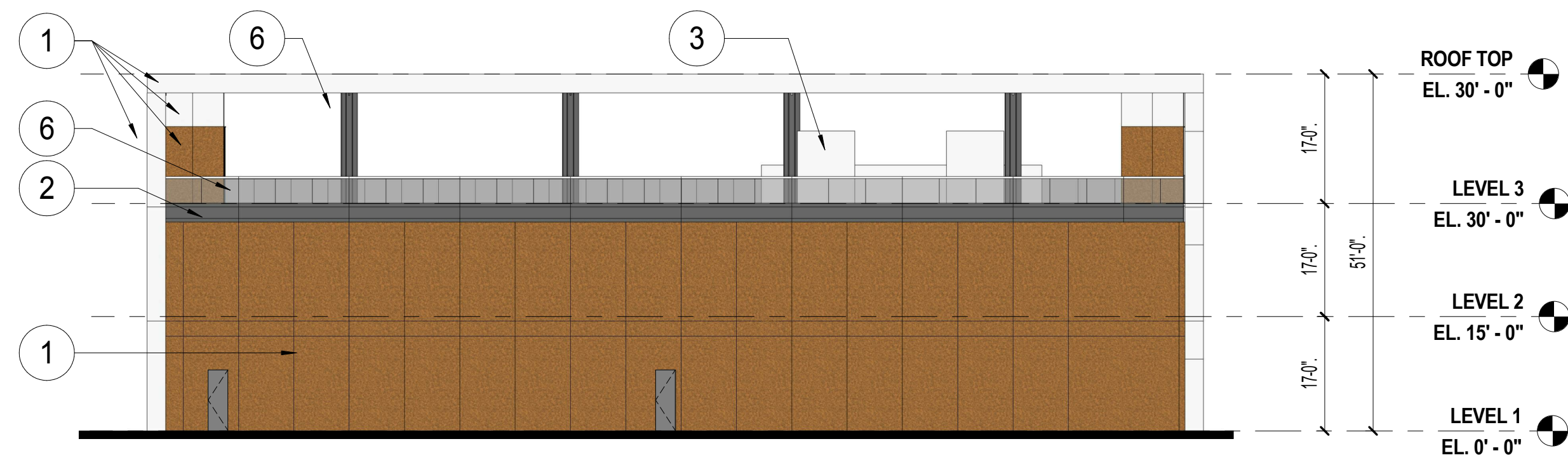
Elevation	East		West		South		North		Total	
	sq.ft	%	sq.ft	%	sq.ft	%	sq.ft	%	sq.ft	%
1 Concrete panel-stucco	3,000	23.75%	3,000	23.75%	20,010	51.83%	20,400	54.46%	46,410	45.80%
2 Exterior panel-stucco	3,637	28.79%	3,637	28.79%	9,024	23.37%	12,537	33.47%	28,835	28.46%
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4 Aluminum curtain wall glazing	5,050	39.98%	5,050	39.98%	4,889	12.66%	1,737	4.64%	16,726	16.51%
Total	12,632		12,632		38,607		37,462		101,333	



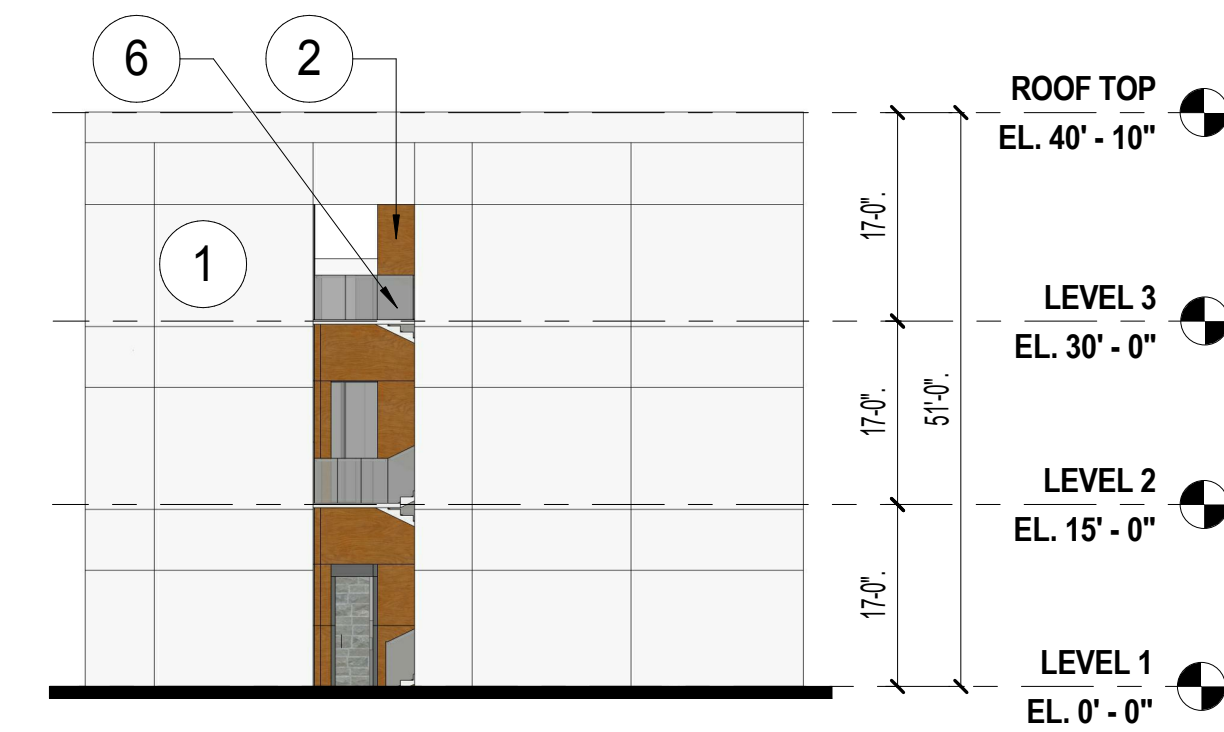
Donald R. Powell, Jr.
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Andrew Bennett
Reg. No.: 18129

S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX

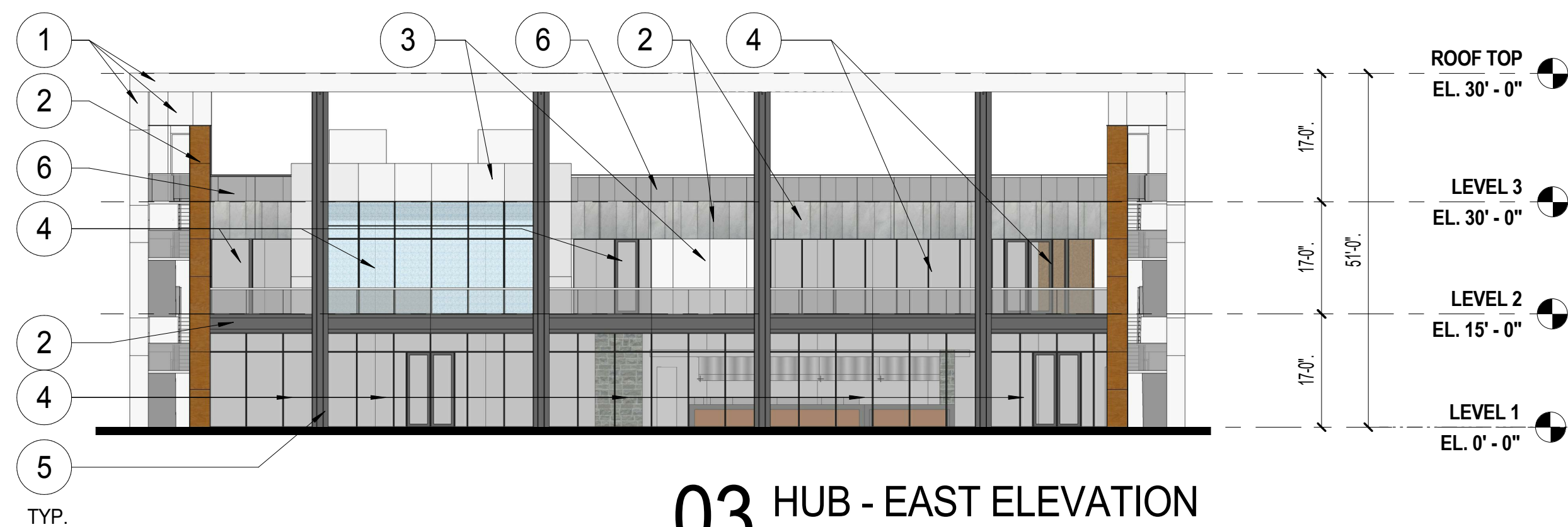
01.09.2016
Project No.:
16133.100



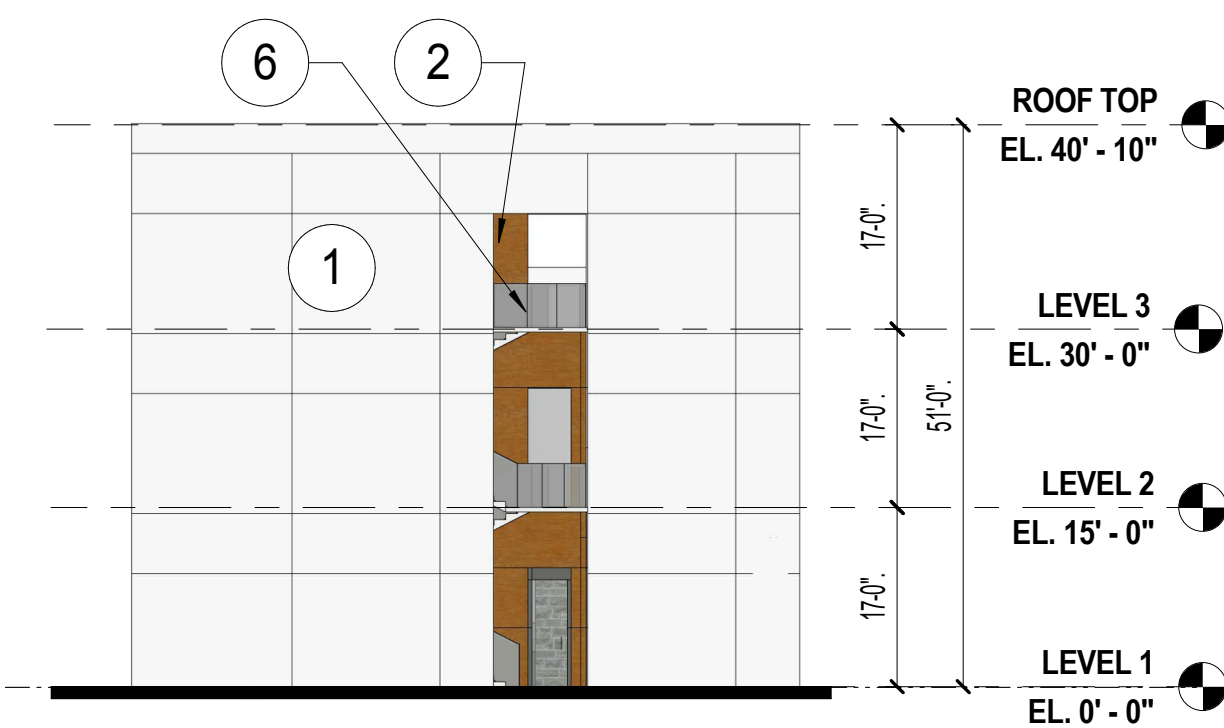
04 HUB - WEST ELEVATION
SCALE: 1/16" = 1'-0"



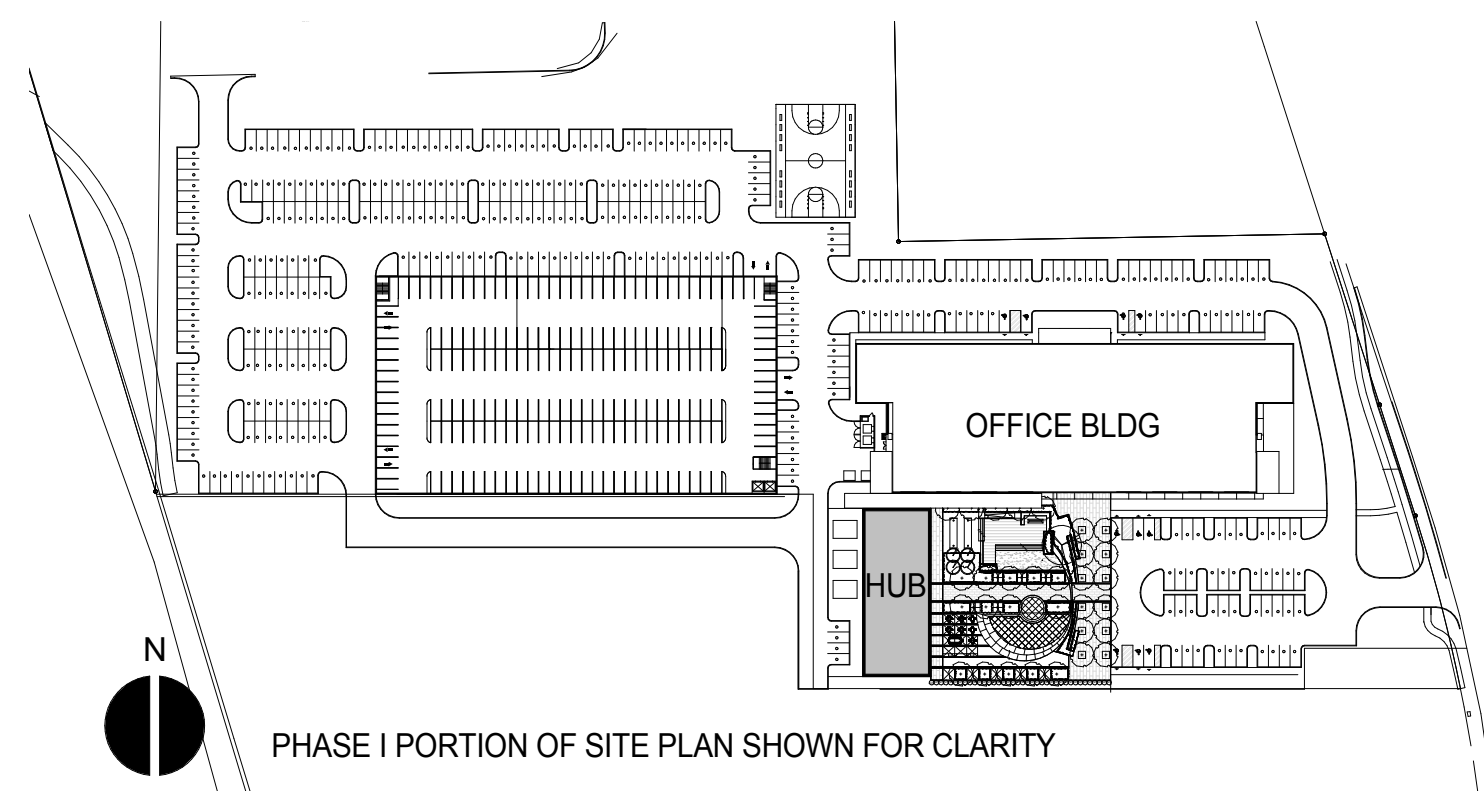
02 HUB - SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



03 HUB - EAST ELEVATION
SCALE: 1/16" = 1'-0"



01 HUB - NORTH ELEVATION
SCALE: 1/16" = 1'-0"



BUILDING MATERIALS - HUB

- 1 CONCRETE PANELS - STUCCO FINISH
- 2 METAL PANEL
- 3 STUCCO
- 4 ALUMINUM WINDOW WALL SYSTEM
- 5 STEEL STRUCTURE - BUILDING EXTENSION (NOT IN MATERIAL CALCULATION)
- 6 GLASS GUARDRAIL (NOT IN MATERIAL CALCULATION)

FACADE PLAN NOTES

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FOURTEEN555 OFFICE - DALLAS NORTH TOLLWAY
TOWN OF ADDISON, TX.

Elevation	East		West		South		North		Total	
	sq.ft	%	sq.ft	%	sq.ft	%	sq.ft	%	sq.ft	%
1 Concrete panel-Stucco finish	1,663	27%	5,082	90%	2,549	88%	2,549	88%	11,843	67%
2 Metal Panel	932	15%	338	6%	349	12%	349	12%	1,968	11%
3 Stucco	577	9%	250	4%	-	0%	-	0%	827	5%
4 Aluminum window wall glazing	3,045	49%	-	0%	-	0%	-	0%	3,045	17%
Total	6,217		5,670		2,898		2,898		17,683	



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Reg. No.: 18129

PD-10 - HUB ELEVATIONS

S. FINLEY EWING JR. ADDITION
LOTS 2R & 3, BLOCK 1
CITY PROJECT NO. SP2016-XXX

01.09.2016
Project No.:
16133.100

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING ORDINANCE O16-028 THAT ZONES AS PD, PLANNED DEVELOPMENT DISTRICT, THE PROPERTIES GENERALLY LOCATED AT 14345 DALLAS PARKWAY, BY AMENDING EXHIBIT B (DEVELOPMENT STANDARDS) TO REVISE THE MINIMUM BUILDING HEIGHT REQUIREMENT; PROVIDING FOR APPROVAL OF A DEVELOPMENT PLAN FOR AN OFFICE DEVELOPMENT OF APPROXIMATELY 502,000 SQUARE FEET; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the area generally addressed as 14345 Dallas Parkway was zoned PD, Planned Development, through Ordinance O16-028 which established development standards; and

WHEREAS, the PD requires development plan approval prior to the issuance of a building permit; and

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

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

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

Section 2. Exhibit B to Ordinance O16-028 is hereby amended as follows:

5. Development Standards

B. Miscellaneous development standards:

1. Minimum Building Height requirement does not apply to any parking structure.
2. Minimum Building Height requirement for amenity buildings shall be three stories.

Section 3. The property shall be improved in accordance with the development plans attached hereto as **Exhibit A** and made hereof for all purposes.

Section 4. As part of development plan approval, the applicant shows on page L1 of the landscape plans and agrees that the triangular property shown as Lot 2, Block 1, shall be used for landscaping in order for the development to comply with the applicable landscape regulations.

Section 5. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 6. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 7. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 8. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 14th day of February, 2017.

Todd Meier, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Bell, City Secretary

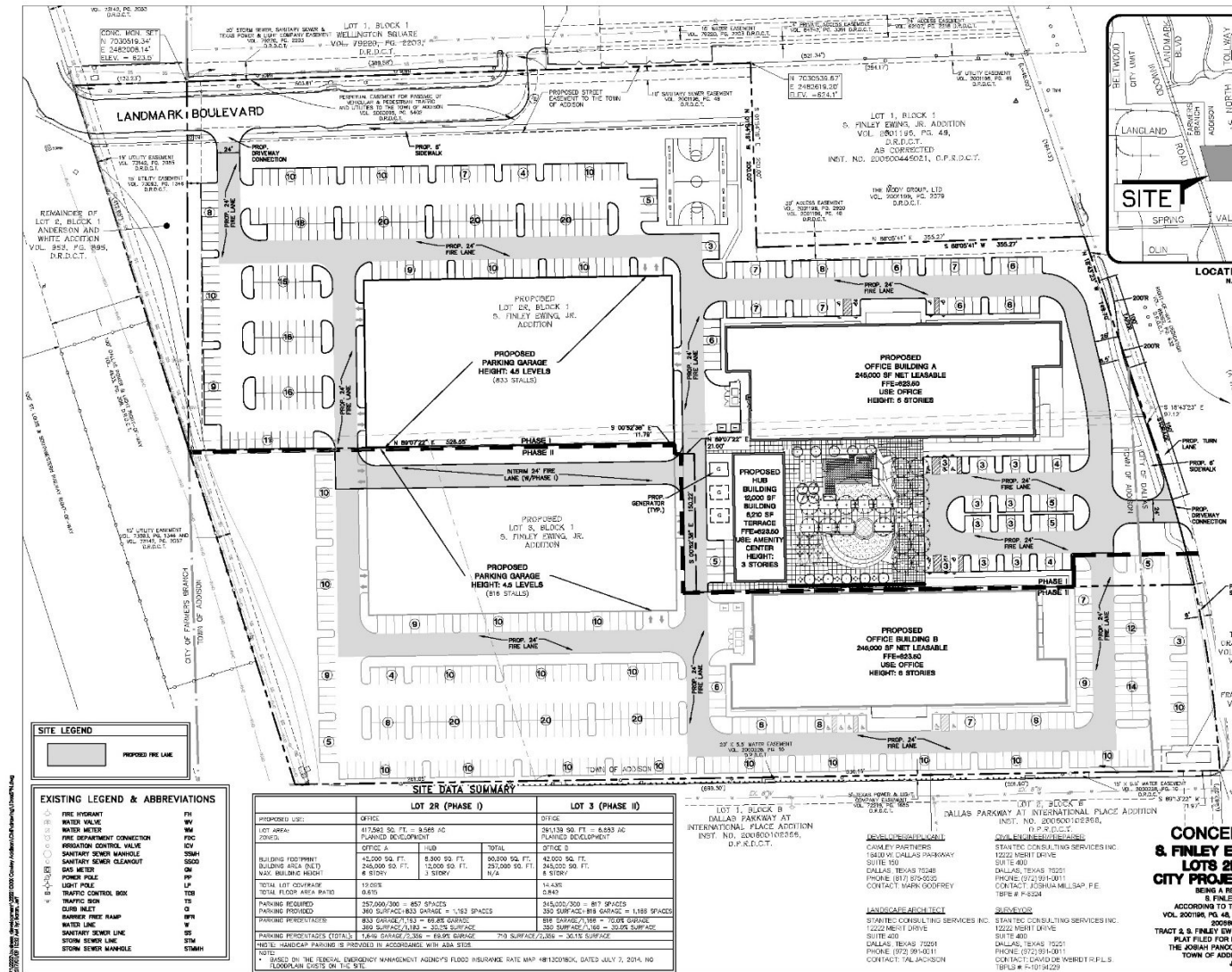
Brenda N. McDonald, City Attorney

CASE NO:

PUBLISHED ON:

1752-Z/Fourteen555 Dallas Parkway

Ordinance No. _____



SITE LEGEND

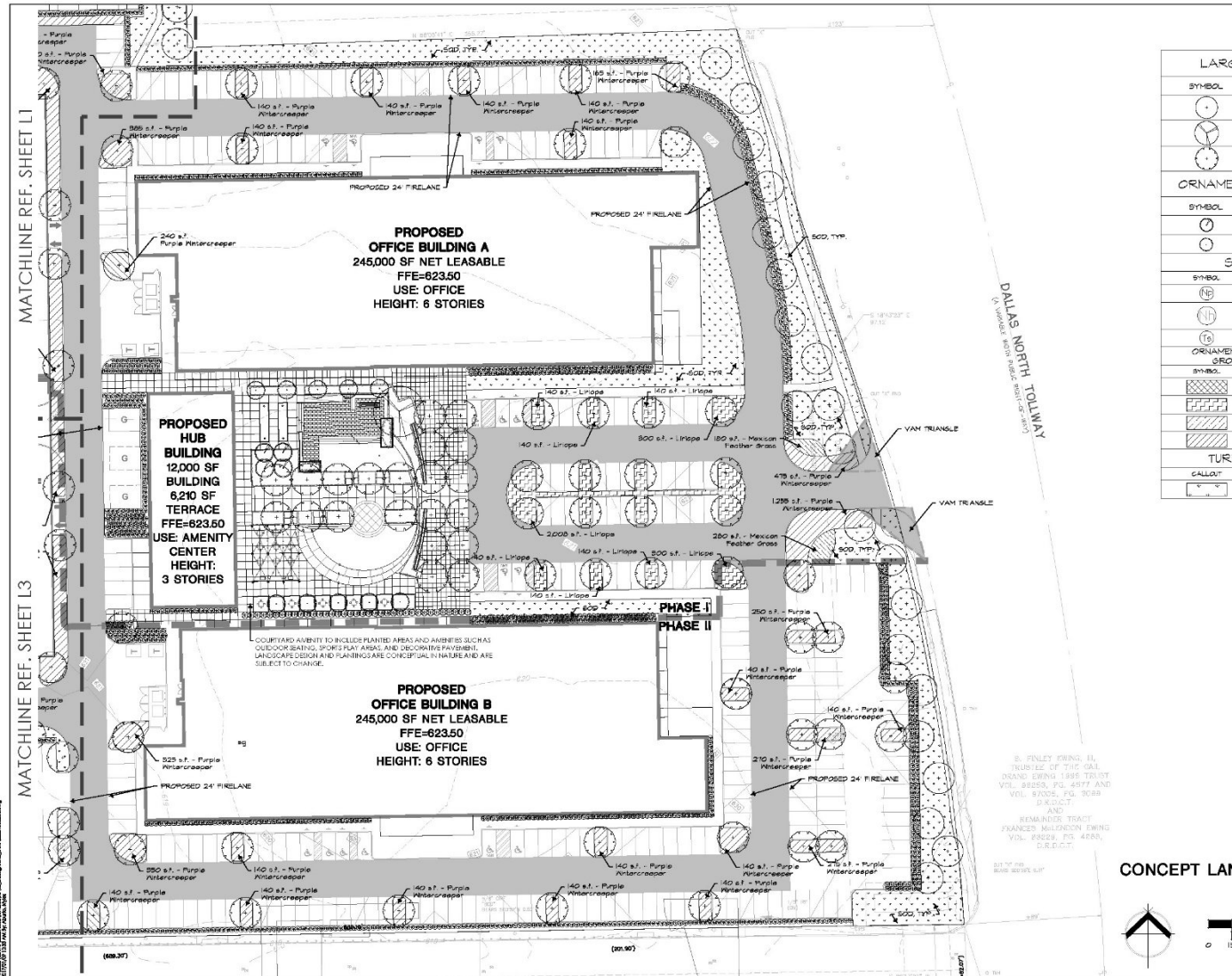
PROPOSED FIRE LANE

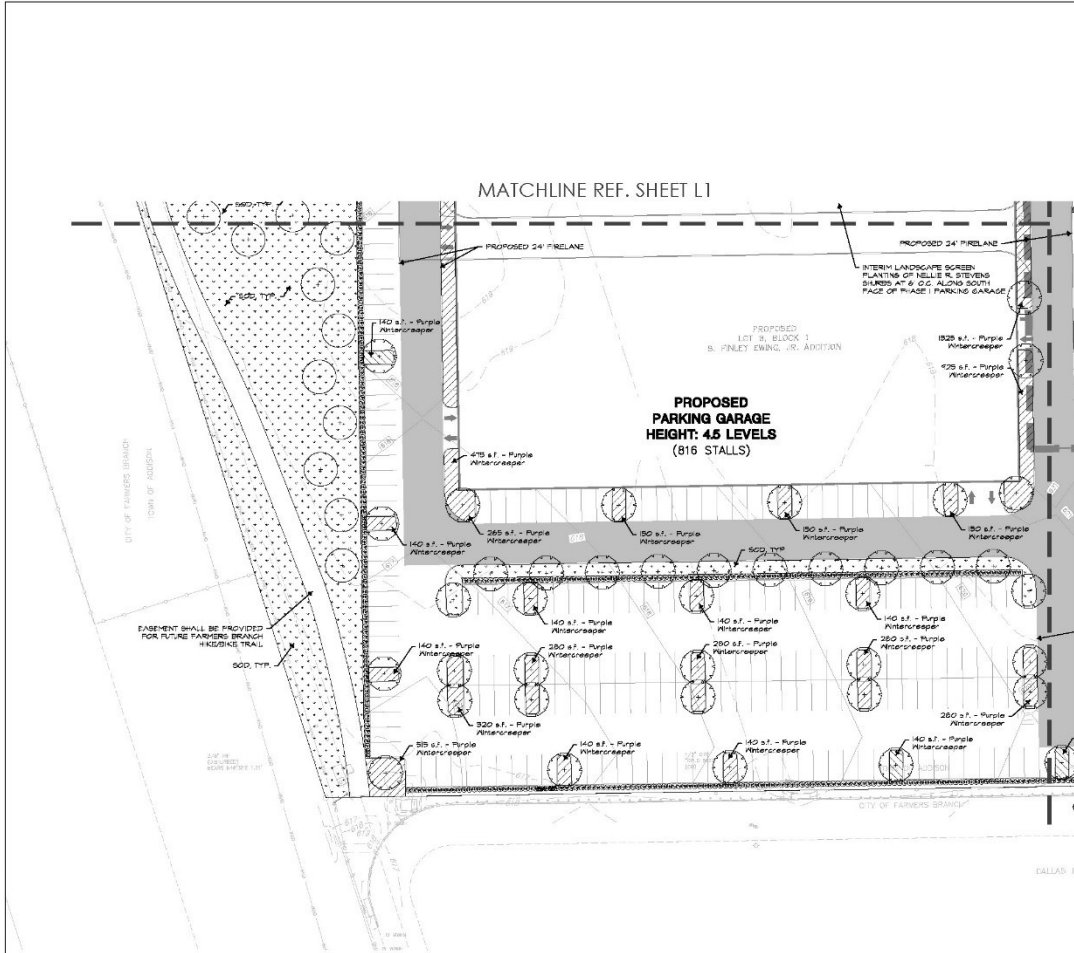
EXISTING LEGEND & ABBREVIATIONS

- FW FIRE HYDRANT
- WV WATER VALVE
- FCV FIRE DEPARTMENT CONNECTION
- FCV FIRE CONTROL VALVE
- SMH SANITARY SEWER MANHOLE
- SSCO SANITARY SEWER CLEANOUT
- SM GAS METER
- PP POWER POLE
- LP LIGHT POLE
- TBC TRAFFIC CONTROL BOX
- TS TRAFFIC SIGN
- CR CURB RAMP
- BFN BARRIER FREE RAMP
- W WATER LINE
- SS SANITARY SEWER LINE
- SSW STORM SEWER LINE
- SMW STORM SEWER MANHOLE

SITE DATA SUMMARY

LOT 2R (PHASE I)		LOT 3 (PHASE I)	
PROPOSED USE:	OFFICE	OFFICE	OFFICE
LOT AREA:	417,562 SQ. FT. = 9.565 AC	261,139 SQ. FT. = 6.033 AC	PLANNED DEVELOPMENT
ZONING:	PLANNED DEVELOPMENT	PLANNED DEVELOPMENT	
BUILDING FOOTPRINT:	42,000 SQ. FT.	80,000 SQ. FT.	42,000 SQ. FT.
BUILDING AREA (FED):	250,000 SQ. FT.	233,000 SQ. FT.	245,000 SQ. FT.
MAX. BUILDING HEIGHT:	8 STORY	3 STORY	8 STORY
TOTAL LOT COVERAGE:	10.05%	14.56%	14.56%
TOTAL FLOOR AREA RATIO:	0.81%	0.84%	0.84%
PARKING REQUIRED:	357,000/300 = 1190 SPACES	245,000/300 = 817 SPACES	300 SURFACE/800 GARAGE = 1,100 SPACES
PARKING PROVIDED:	300 SURFACE/800 GARAGE = 1,100 SPACES	300 SURFACE/800 GARAGE = 1,100 SPACES	300 SURFACE/800 GARAGE = 1,100 SPACES
PARKING PROPORTIONS:	800 GARAGE/175 = 4.57% GARAGE	800 GARAGE/175 = 4.57% GARAGE	800 GARAGE/175 = 4.57% GARAGE
PARKING PROPORTIONS (TOTAL):	1,100 SURFACE/2,350 = 46.8% SURFACE	1,100 SURFACE/2,350 = 46.8% SURFACE	1,100 SURFACE/2,350 = 46.8% SURFACE
NOTES:	* BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP #181207902C, DATED JULY 2, 2014. NO FLOODPLAIN EXISTS ON THE SITE.		

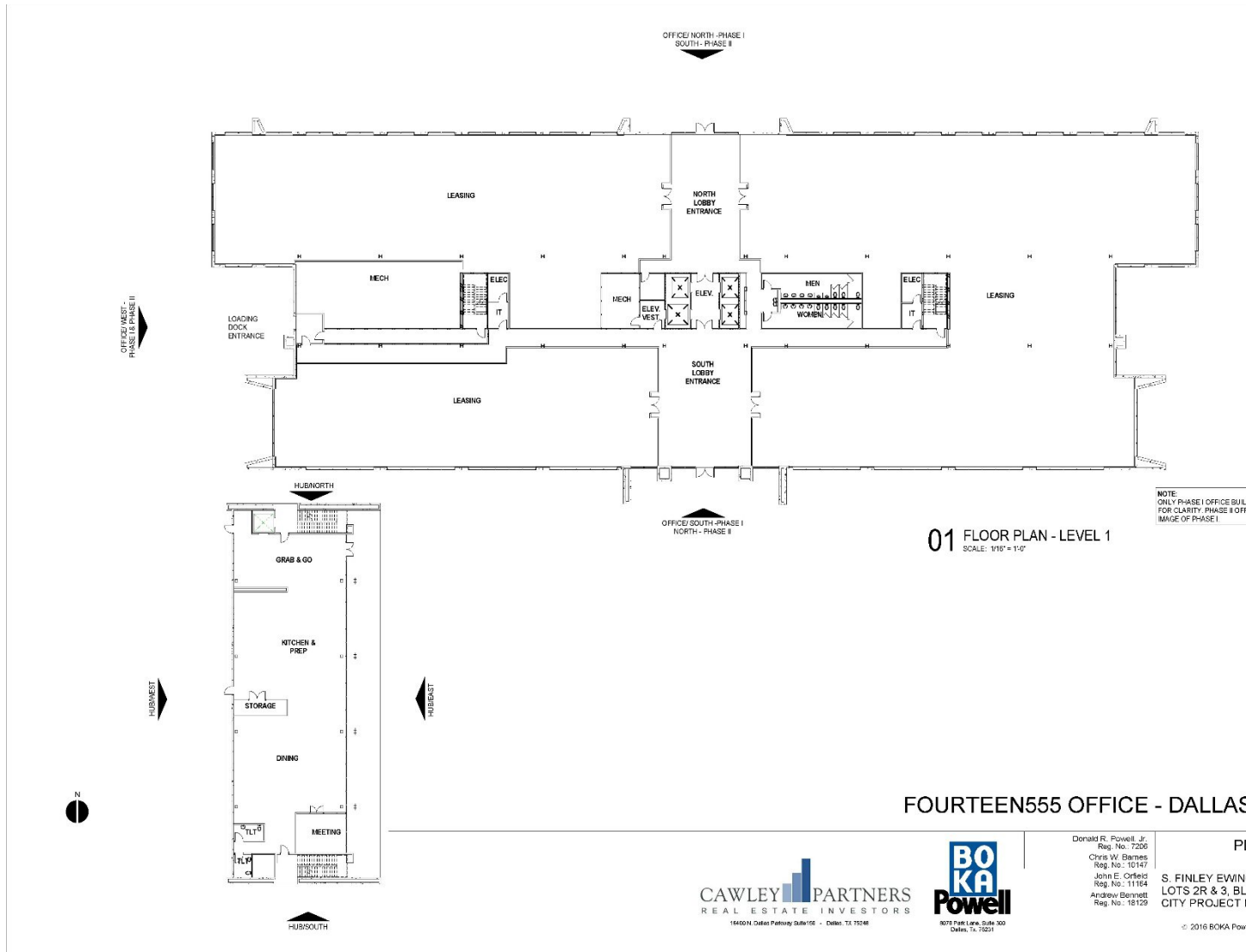


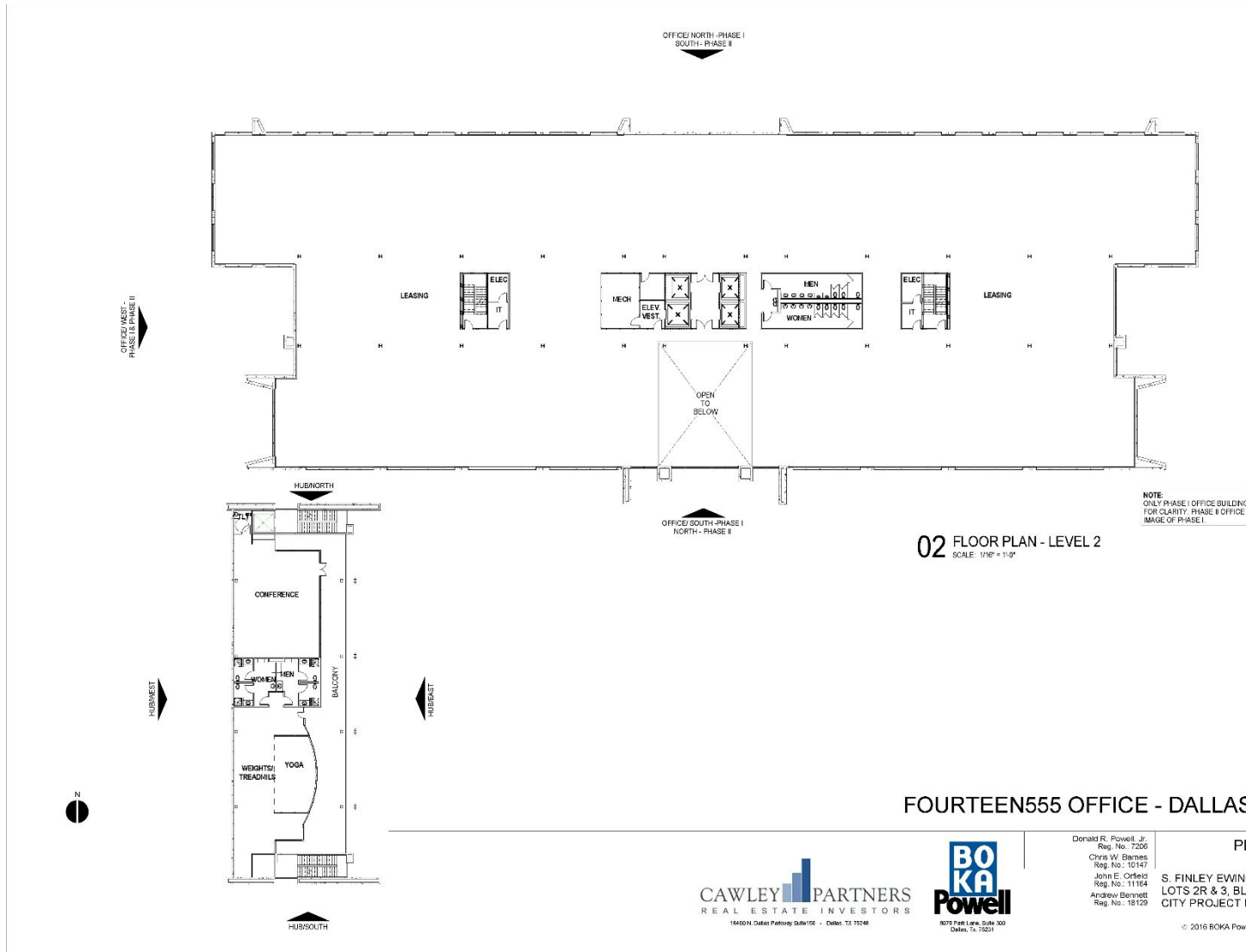


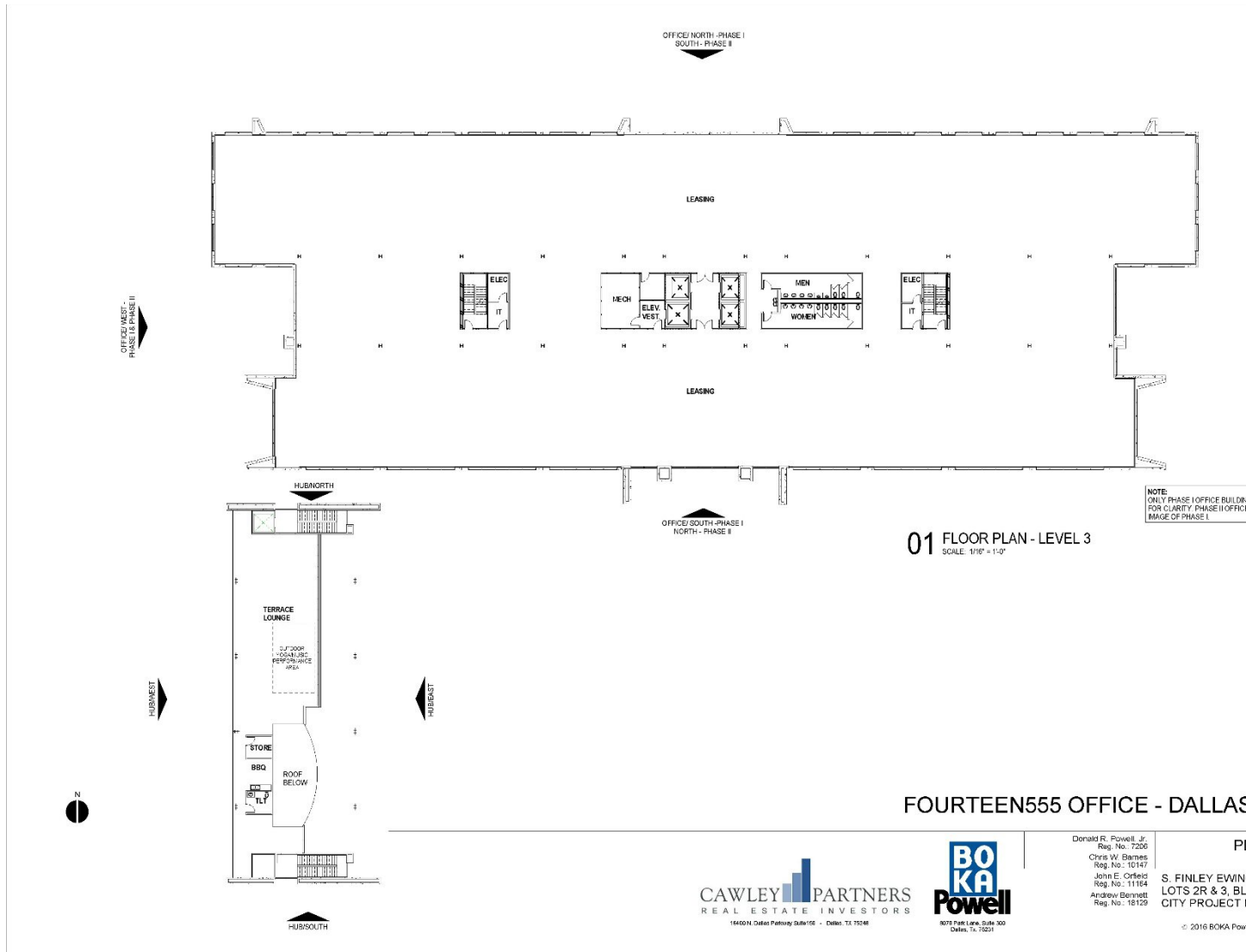
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SYMBOL:	(Symbol)
ORNAMENTAL SHRUB	
SYMBOL:	(Symbol)
SYMBOL:	(Symbol)
SHRUB	
SYMBOL:	(Symbol)
SYMBOL:	(Symbol)
ORNAMENTAL SHRUB	
SYMBOL:	(Symbol)
SYMBOL:	(Symbol)
TURF GRASS	
SYMBOL:	(Symbol)
CALLOUT	

CONCEPT LANDSCAPE









01 FLOOR PLAN - LEVEL 3
SCALE: 3/16" = 1'-0"

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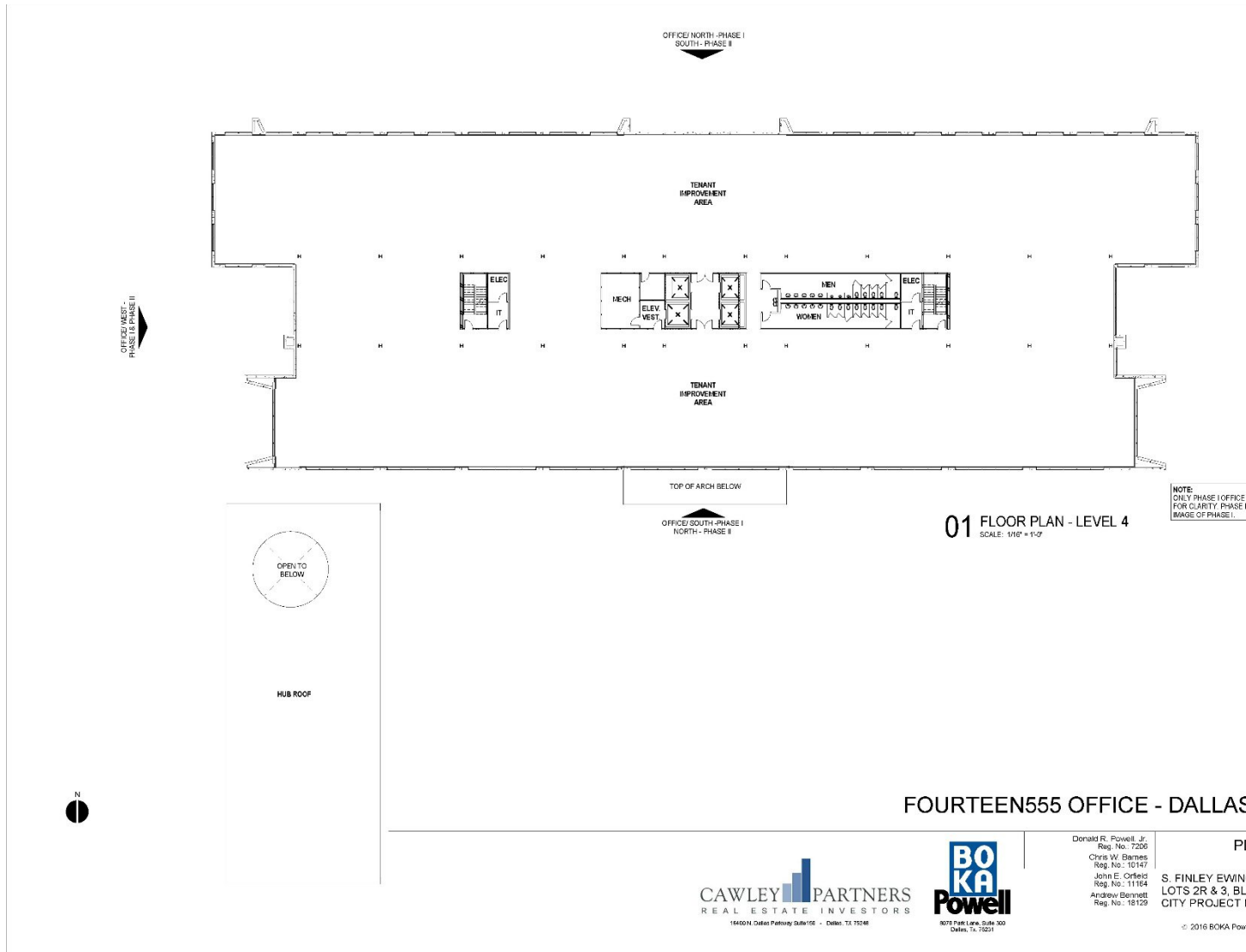
CAWLEY PARTNERS
REAL ESTATE INVESTORS
16400 N. Dallas Parkway Suite 150 • Dallas, TX 75246

BOKA Powell
8078 Park Lane, Suite 300
Dallas, TX 75221

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Andrew Bennett
Reg. No. 18129

S. FINLEY EWING
LOTS 2R & 3, BLOCK 1
CITY PROJECT 1

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01 FLOOR PLAN - LEVEL 4
SCALE: 1/16" = 1'-0"

NOTE:
ONLY PHASE I OFFICE
FOR CLARITY PHASE
IMAGE OF PHASE I.

FOURTEEN555 OFFICE - DALLAS

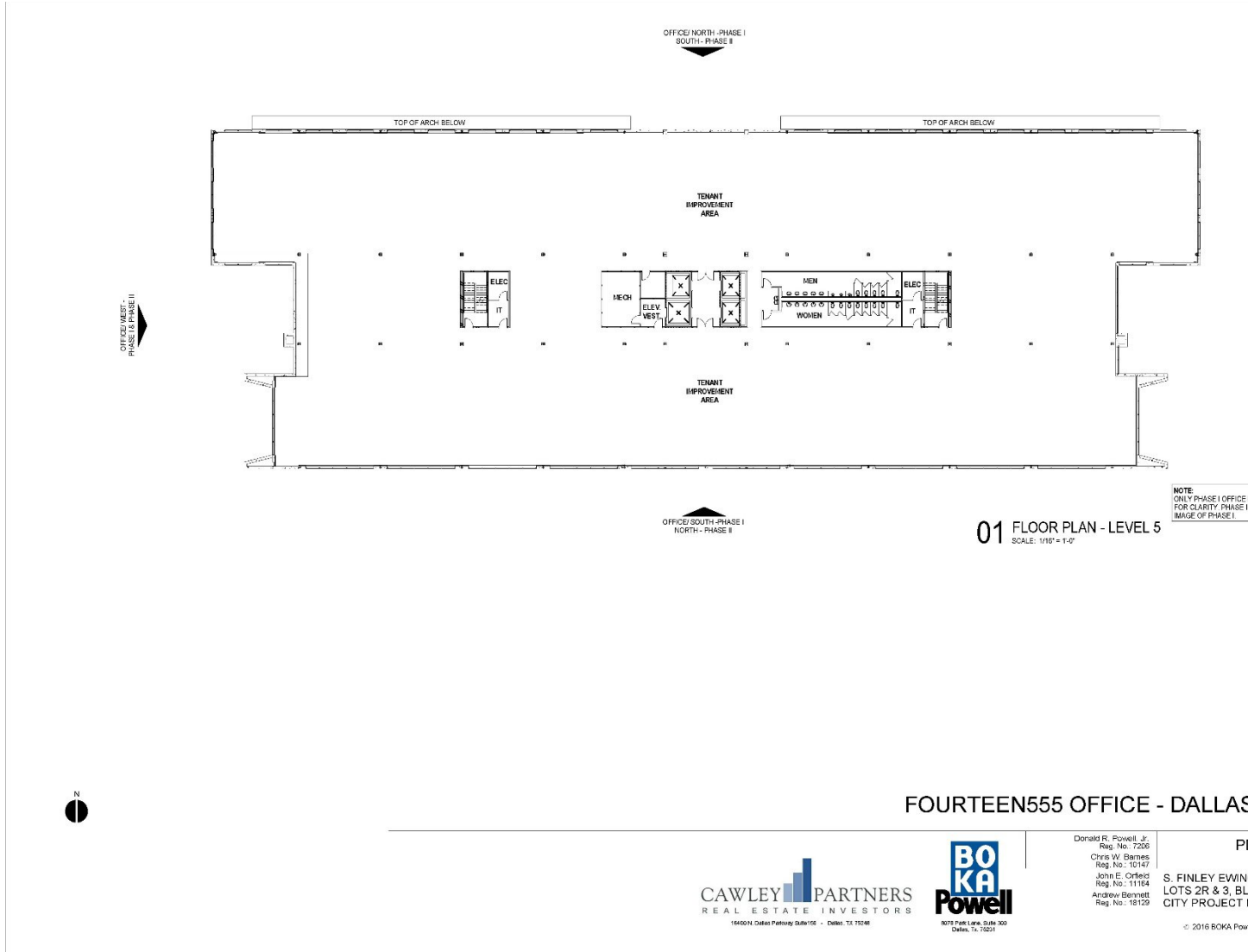
CAWLEY PARTNERS
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16410 N. Dallas Parkway Suite 156 • Dallas, TX 75248

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S. FINLEY EWING
LOTS 2R & 3, BL
CITY PROJECT I

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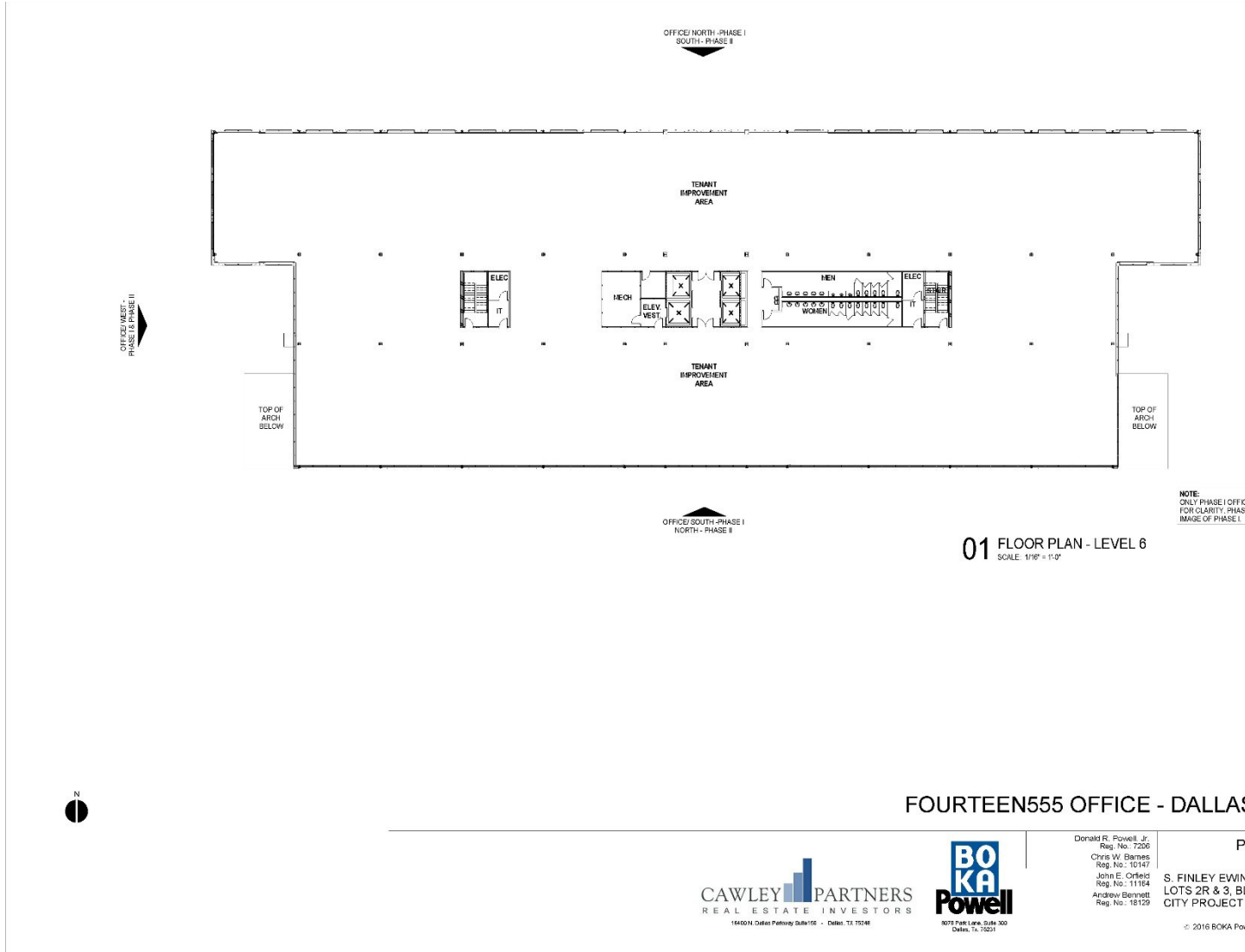
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REAL ESTATE INVESTORS
16450 N. Dallas Parkway Suite 155 • Dallas, TX 75248

BOKA Powell
8078 Park Lane, Suite 300
Dallas, TX 75221

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S. FINLEY EWING
LOTS 2R & 3, BLOCK
CITY PROJECT

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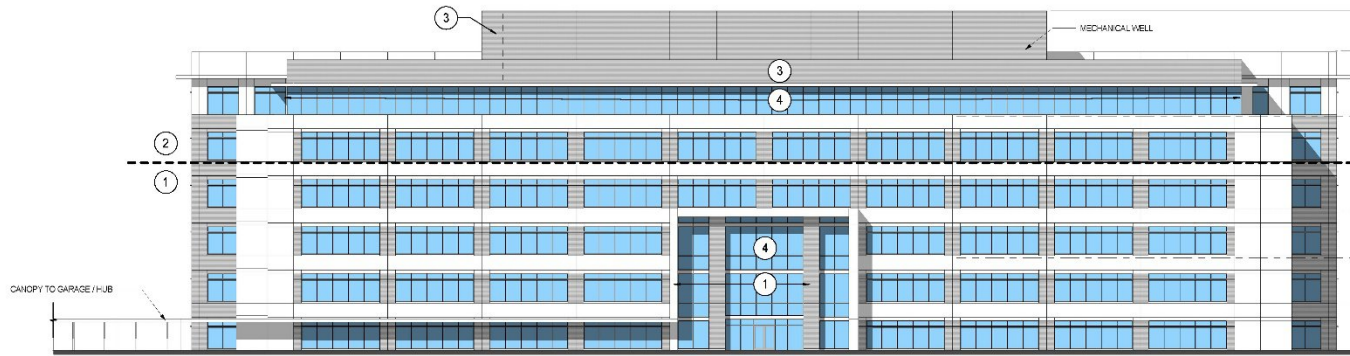
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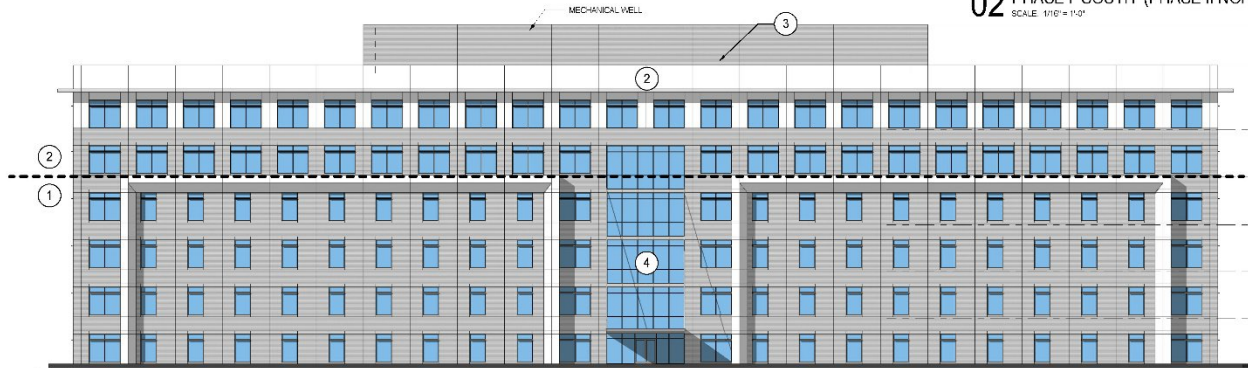
Donald R. Powell, Jr.
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 Andrew Bennett
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S. FINLEY EWING
 LOTS 2R & 3, BL
 CITY PROJECT

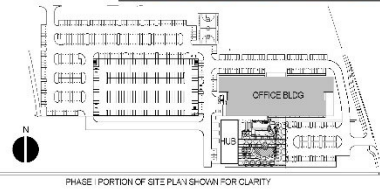
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OFFICE ELEVATION -
02 PHASE I SOUTH (PHASE II NORTH)
SCALE: 1/16" = 1'-0"



OFFICE ELEVATION -
01 PHASE I NORTH (PHASE II SOUTH)
SCALE: 1/16" = 1'-0"



BUILDING MATERIALS - OFFICE

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- ② STUCCO FINISH EXTERIOR SKIN
- ③ CORRUGATED METAL PANEL
- ④ ALUMINUM CURTAIN WALL SYSTEM

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4. ALL STORAGE AREAS AND LOCA* OR SARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. ROOF ACCESS SHALL BE PROVIDED, IF FEASIBLE, UNLESS OTHERWISE PERMITTED BY THE OFFICIAL BUILDING OFFICIAL.

FOURTEEN555 OFFICE - DALLAS

Elevation	East		West		South		North		Total	
	Area	%	Area	%	Area	%	Area	%	Area	%
Materials	46.76	23.75%	59.87	30.17%	39.71	20.00%	20,400	14.46%	46,413	45.80%
1 Concrete panel-stucco	3,000	23.75%	3,000	23.75%	20,010	51.83%	20,400	14.46%	46,410	45.80%
2 Exterior panel-stucco	3,637	28.79%	3,637	28.79%	9,024	23.37%	12,517	33.47%	28,895	28.46%
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4 Aluminum curtain wall glazing	5,050	39.38%	5,050	39.38%	4,885	12.60%	3,737	4.64%	18,722	18.51%
Total	12,632		12,632		38,697		37,462		101,333	



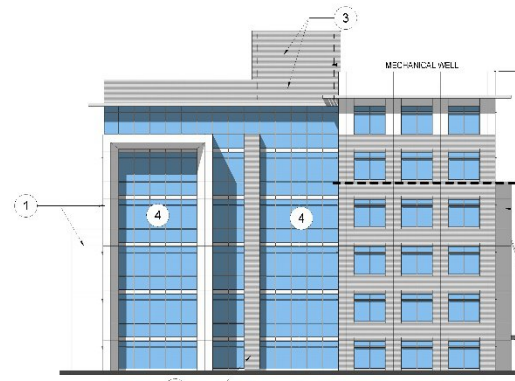
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S. FINLEY EWING
LOTS 2R & 3, BL
CITY PROJECT

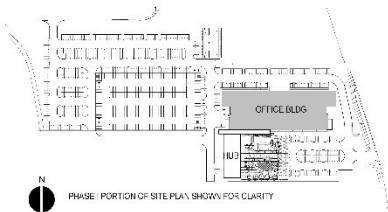
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OFFICE ELEVATION -
02 WEST (PHASE I & PHASE II)
SCALE: 1/8" = 1'-0"



OFFICE ELEVATION -
01 EAST
SCALE: 1/8" = 1'-0"



BUILDING MATERIALS - OFFICE

- 1 PAINTED STUCCO CONCRETE PANELS
- 2 STUCCO FINISH EXTERIOR SKIN
- 3 CORRUGATED METAL PANEL
- 4 ALUMINUM CURTAIN WALL SYSTEM

FACADE PLAN NOTES

- 1 THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- 2 ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEWS AS REQUIRED BY THE ZONING ORDINANCE.
- 3 WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- 4 ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- 5 ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CITY BUILDING OFFICIAL.

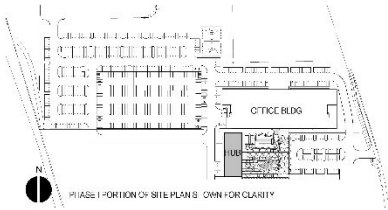
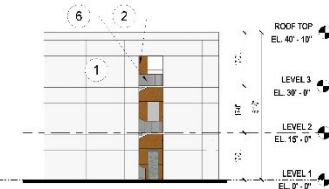
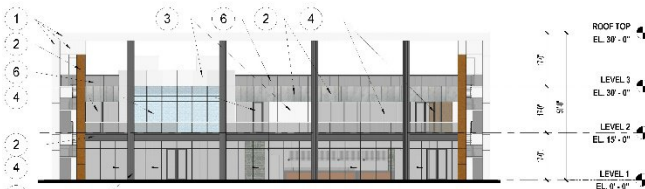
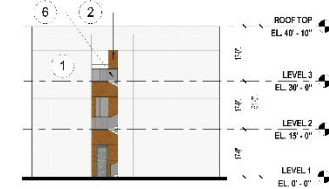
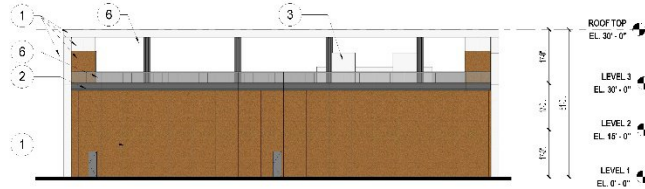
FOURTEEN555 OFFICE - DALLAS

Elevation	East	West	South	North	Total
Materials	59.9	59.7	59.7	59.7	239.0
1 Concrete panel-stucco	3,906	23,726	3,000	23,713	54,345
2 Exterior panel-stucco	5,537	28,795	3,637	28,793	65,762
3 Metal Panel	345	7,435	945	7,463	16,188
4 Aluminum curtain wall glazing	5,350	33,585	5,050	33,533	77,518
Total	12,632	12,632	12,632	12,632	50,528



Donald R. Powell, Jr.
Reg. No. 7205
Chris W. Barnes
Reg. No. 10147
John E. Orfield
Reg. No. 11154
Andrew Dettneff
Reg. No. 18129

S. FINLEY EWIN
LOTS 2R & 3, BL
CITY PROJECT



BUILDING MATERIALS - HUB

- 1. CONCRETE PANELS - STUCCO FINISH
- 2. METAL PANEL
- 3. STUCCO
- 4. ALUMINUM WINDOW/WALL SYSTEM
- 5. STEEL STRUCTURE - BUILDING EXTENSION (NOT IN MATERIAL CALCULATION)
- 6. GLASS GUARDRAIL (NOT IN MATERIAL CALCULATION)

FACADE PLAN NOTES

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3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. ROOF ACCESS SHALL BE PROVIDED WITH SHALLOW, UNFINISHED RISERS PERMITTED BY THE CURRENT BUILDING CODE.

FOURTEEN555 OFFICE - DALLAS

Elevation	East		West		South		North		Total	
	SQ. FT.	%	SQ. FT.	%	SQ. FT.	%	SQ. FT.	%	SQ. FT.	%
1 Concrete panel-Stucco finish	1,663	27%	5,082	90%	2,549	88%	2,549	88%	11,843	67%
2 Metal Panel	937	15%	338	6%	349	12%	349	12%	1,968	11%
3 Stucco	577	9%	250	4%	0%	0%	0%	827	5%	
4 Aluminum window wall glazing	3,045	49%	0%	0%	0%	0%	0%	3,045	17%	
Total	6,217		5,670		2,898		2,898		17,683	



Donald R. Powell, Jr.
Reg. No.: 7200
Chris W. Barnes
Reg. No.: 10147
John E. Orfield
Reg. No.: 11154
Andrew Ustick
Reg. No.: 18129

S. FINLEY EWIN
LOTS 2R & 3, BL
CITY PROJECT

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Work Session and Regular Meeting**Meeting Date:** 02/14/2017**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Hold A Public Hearing, Discuss, And Consider Action On An **Ordinance Rezoning The Property Lot Located At 5015 Spectrum Drive, On The South West Corner of Spectrum Drive and Edwin Lewis Drive, From C-1, Commercial-1, to a PD, Planned Development District, In Order To Provide A Maximum of 349 Multi-Family Residential Units and Approximately 5,500 Square Feet Of Future Retail Space, And Approving Development Plans. Case 1753-Z/AMLI Addison.**

BACKGROUND:

The approximately 5 acre property located at 5015 Spectrum Drive is currently an undeveloped lot. A request has been made to rezone the property from C-1, Commercial-1 to a Planned Development District which would permit a multi-family development including up to 349 multi-family apartments and 5,500 square feet of future retail space. A more detailed assessment of the case can be found in the attached staff report.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 17, 2017, voted to recommend approval of an ordinance rezoning the property located at 5015 Spectrum Drive, from C-1, Commercial-1, to a PD, Planned Development, in order to provide a maximum of 349 multi-family units and approximately 5,500 square feet of future retail space, and approving related development plans, subject to no conditions.

Voting Aye: Braun, Griggs, Meleky, Wheeler

Voting Nay: Morgan, Robinson, Schaeffer

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: Jason Simon, Apartment Association of Greater Dallas, 5729 LBJ Frwy
Phil Griggs, 14596 Poe Court
Jonathan Clarke, 14900 Landmark Blvd #100

On: none

Against: Mary Carpenter, 4006 Winter Park Lane
Karen Gasset, 4010 Winter Park Lane
Randy Smith, 14933 Havenshire Place

POSITION OF THOSE PRESENT BUT NOT SPEAKING AT THE PUBLIC HEARING:

For: Nicholas Dodd, Restaurants of Addison, 14350 Dallas Parkway #2042
Louise Lehrmann, 14592 Poe Court

On: none

Against: none

RECOMMENDATION:

Administration recommends approval.

Attachments

1753-Z Staff Report

1753-Z Plans

1753-Z Ordinance

1753-Z

PUBLIC HEARING Case 1753-Z/AMLI Addison. Public hearing, discussion, and take action on a recommendation regarding an ordinance rezoning the 5 acre property located at 5015 Spectrum Drive, from C-1 (Commercial-1) to a PD (Planned Development) District, in order to provide a maximum of 349 multi-family residential units and approximately 5,500 square feet of future retail space, and approving related development plans.

LOCATION MAP





January 13, 2017

STAFF REPORT

RE: Case 1753-Z/AMLI Addison

LOCATION: 5015 Spectrum Drive

REQUEST: Approval of an ordinance rezoning the property from C-1, Commercial-1, to a new PD (Planned Development) for a maximum of 349 multi-family residential units and approximately 5,500 square feet of future retail space, and approving related development plans.

APPLICANT: AMLI Residential Partners, LLC, represented by Mr. Taylor Bowen.

DISCUSSION:

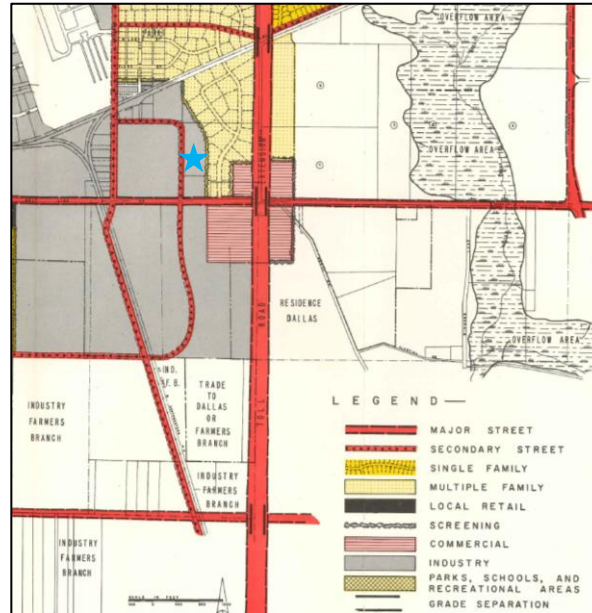
Background: Historically, this 5 acre site was used for industrial operations associated with Dow Chemical prior to the construction of Quorum Drive. Due to the past industrial activities, the Texas Commission on Environmental Quality (TCEQ) prohibited residential use on the site for a time. In 2014, the property owner conducted a series of environmental tests that showed the site met all environmental standards for residential use and that such restrictions were no longer necessary. The TCEQ subsequently reviewed the findings and agreed to remove its residential use restrictions.

The site is currently owned by the Intercontinental Hotel and is used for occasional overflow parking. The Intercontinental is no longer interested in holding the property and has made arrangements with the office buildings adjacent to the hotel to use their parking garages as needed.

Planning and Zoning History: Staff has researched the Town's intent for this property through a review of previously approved planning documents and zoning cases. In the Town's 1965 Comprehensive Development Plan, the future land use plan shows this property as maintaining an industrial use with the properties immediately to the north and east shown as future multi-family residential. This plan is shown on the next page with a blue star noting the approximate location of the site.

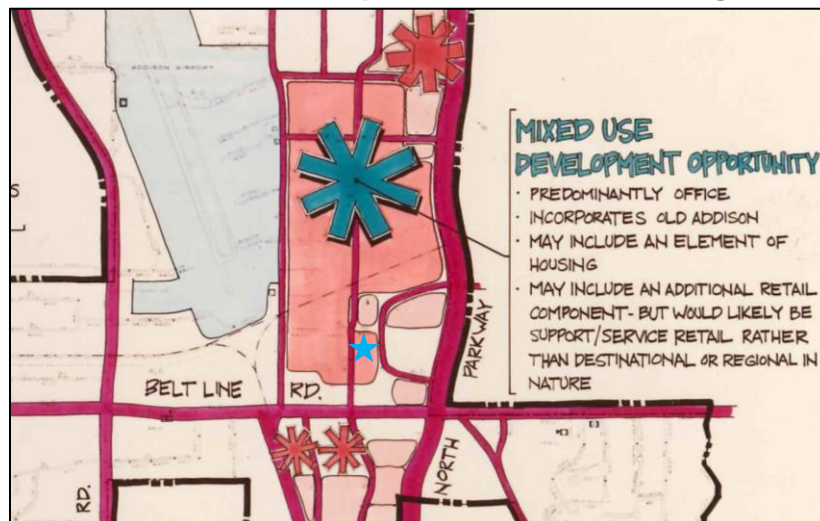
In 1977, the Town rezoned 64.5 acres of land, including this property from Residential-1 to Commercial-1. The Town’s records do not provide the impetus behind this change. Most of that acreage was subsequently rezoned again to accommodate other developments.

Town of Addison Comprehensive Plan 1965, Page 56



In 1991, the Town approved a new Comprehensive Land Use Plan. In discussing future land uses, the following exhibit shows the Town’s desire for a mixed-use development bounded by Keller Springs Road to the north, Addison Road to the west, Dallas North Parkway to the east, and almost to Belt Line Road to the south. The site being considered for rezoning is indicated by the blue star and is shown to be part of the area considered as part of the “Mixed Use Development Opportunity.”

Town of Addison Comprehensive Plan 1991, Page 36



The 1991 Plan describes this “Mixed Use Development Opportunity” as being predominately office that may include an element of housing with limited retail opportunities. A portion of this area encompasses what eventually became Addison Circle. It was always anticipated that Addison Circle would grow beyond the original 90 acres to encompass additional properties to the north, south, and west – including, potentially, this site.

Most recently, the Town approved a new Comprehensive Plan in 2013. Since the Town was primarily built out, the 2013 Plan did not include the typical guidance on future land uses seen in most Comprehensive Plans. Instead, the Plan assesses each parcel based on seven attributes of success. The Plan ranks this parcel as “Green”, as currently zoned, under the attributes of success matrix without giving more in-depth analysis or guidance as to its future.

Proposed Plan: AMLI Residential Partners, LLC is proposing to construct a four story building with the potential to be mixed-use. Initially, the building would be comprised of only multi-family units, but would be designed with the ability for retail to be added on the ground floor should market conditions warrant additional retail in the future. This building would hold a maximum of 349 units and up to 5,500 square feet of retail space.

Given the level of retail vacancy in Addison Circle, staff believes that forcing new developments to bring additional retail space to the market would not benefit new developments or the existing properties in Addison Circle. Instead, the applicant is proposing to create “retail-ready” spaces that would begin as ground level apartments, but that could easily be converted to retail if there is ever demand for additional retail spaces in the future. The “retail-ready” area comprises of approximately 5,500 square feet fronting on Quorum Drive. This area has been designed with 12 foot clearances to better accommodate retail. The applicant has also designed the upper floors above the retail to include space for a shaft for a roof vent providing flexibility for the space to easily be a restaurant in the future.

In working with the applicant, staff has approached this project as an extension of Addison Circle. Accordingly, the site plan, landscape plan, and building elevations have been designed to comply with Urban Center (UC) zoning district standards, which are the same as in Addison Circle. Staff, however, is proposing to rezone the property to a Planned Development (PD) based in part on the UC standards. The PD would also allow the streetscapes to be designed in accordance with the recently adopted Master Transportation Plan and would include additional standards for multi-family development that the City Council recently included for multi-family projects. These are as follows:

- The entire multi-family building and parking garage shall be LEED certified
- There shall be no linoleum or Formica surfaces in the units
- All units shall be equipped with energy efficient appliances
- All countertops shall be granite, stone or better material

The proposed building would wrap and conceal a 6 level parking garage (5 levels above grade). There would also be two large interior courtyards with pools and other outdoor amenities for the residents.

The applicant proposes units ranging in size from efficiency units of 548 square feet to two-bedroom units of up to 1,220 square feet. The average unit size is 880 square feet. The breakdown of units proposed is as follows:

Unit Type	Square Footage	Number of Units
Efficiency	548-634 square feet	25
1-Bedroom	725-990 square feet	227
2-Bedroom	1,137-1,220 square feet	97
Total Units		349

The ground level units on the north, west, and south provide stoops and street level access directly to the units that will further enhance the street level activity. Elevation changes limit the ability to achieve this on the east along Spectrum Drive.

Additionally, the development plans show a leasing office, amenity, and fitness center at the northwest corner of the building totaling approximately 5,600 square feet.

Building Elevations: The plans show that the building materials for the exterior facades include stone, brick veneer, and stucco with steel accents. Urban Center standards require building facades to be a minimum of 90% brick or stone. The proposed building provides 90% or 95% brick and stone per side.

Parking: The plan provides a total of 559 parking spaces. 536 of these would be in the parking structure. 23 spaces will be provided within the public right-of-way as on-street parking along Quorum Drive and Edwin Lewis Drive. The Urban Center standards require that 1 parking space be provided per bedroom. Retail would require between 1 space per 70 square feet and 1 space per 200 square feet. Given the number of bedrooms proposed, the building would require 446 spaces. If retail is added, then a maximum of 72 additional spaces would be required. Therefore, under the most intense use scenario, the property would still be 41 spaces above the Town's requirements.

There are also two areas reserved for loading and unloading zones.

Landscaping: The landscape plan shows that the developer is proposing to mimic the requirements found in the UC zoning district for Addison Circle along Quorum Drive and Edwin Lewis Drive with street trees in planting beds and a 10 foot minimum front yard with landscaping.

Additionally, the developer is proposing to upgrade the landscape within the Quorum Drive median.

Open Space: There is no open space dedication proposed with this project. However, the project

is providing additional pedestrian infrastructure in the form of dedicating pedestrian trails in the Quorum Art Walk Plan. The Urban Center zoning standards require that open space be provided at a certain acreage per resident. Using this ratio, there is currently a surplus of Open Space provided in Addison Circle. AMLI would use a portion of this surplus, leaving a remaining surplus of just over 7 acres. See calculation below:

Addison Circle Open Space Required (Existing):	6.733 acres
Additional Open Space Required for AMLI:	0.785 acres
Total Open Space Required in with AMLI:	7.518 acres
Addison Circle Open Space Provided:	14.74 acres
Surplus Open Space Remaining in Addison Circle:	7.222 acres

Streetscapes: In 2014, the Town developed a conceptual plan to enhance the pedestrian experience between Addison Circle and the office buildings south of Belt Line Road. The Quorum Art Walk focused on improving Quorum Drive with wider sidewalks and pedestrian lighting, moving to a more urban design standard with street trees and smaller building setbacks, providing east/west trails to get pedestrians to Quorum, and providing spaces for enhanced bus shelters and public art. The concepts were included in the recently adopted Master Transportation Plan (MTP).

The MTP established streetscape standards for the various street types. Quorum Drive and Spectrum Drive are both Minor Arterials and Edwin Lewis Drive is a Commercial Collector. The applicant is proposing to construct Quorum and Edwin Lewis to the Urban Pedestrian standard which includes on-street parking, landscape beds with street trees and an 8 foot wide sidewalk. Spectrum Drive would be constructed to the Enhanced Pedestrian standard with a landscape buffer and 8 foot sidewalks, but no on-street parking.

Additionally, AMLI is proposing to dedicate an easement and construct a midblock pedestrian trail along the southern edge of the property connecting the office buildings and Intercontinental Hotel to Quorum Drive. This trail would align with a future midblock crossing. Additionally, AMLI has provided space for an enhanced bus shelter and two areas for public art. Each of these elements are detailed on Page CLP.2 in the proposed plans and are all pulled from the Quorum Art Walk conceptual plan and Master Transportation Plan.

Traffic Impact Analysis: The Town required the applicant to complete a traffic impact analysis to determine what effect the proposed development would have on the roadway network in the near-term (2018) and long-term (2035). Staff asked them to also measure the impact of an office development on the site. Traffic Impact Analyses are based on an industry standard set by the *Trip Generation Manual* published by the Institute of Transportation Engineers. The Manual combines multiple studies of actual traffic counts from different uses to establish the average number of one way trips that similar uses can be expected to generate in a day, as well as in the AM peak hour and the PM peak hour. The table below compares the proposed development to a similarly sized office building.

Use	Size	Daily One Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
			In	Out	Total	In	Out	Total
Multi-Family Residential	349 units	2,321	36	142	178	140	76	216
Office Building	300,000 sq ft	3,309	412	56	468	76	371	447

When compared to a hypothetical office development, the analysis concludes that the residential development would produce 30% less traffic daily, 38% less traffic during the AM peak hour, and 48% less traffic during the PM peak hour. Additionally, the analysis notes that office-generated trips would primarily join the dominant commuter direction, so that each additional office trip would have a greater impact by adding to already congested travel patterns. Residential traffic would predominately travel in the opposite direction from the office commuters, so the impact of each additional trip is less as they fill in the unused capacity on the opposite side of the street.

The analysis concludes that the multi-family development could be successfully incorporated into the surrounding roadway network without significant negative impact to intersection or roadway operations in either 2018 or 2035. The analysis also indicates that there would be no reductions in the level of service at any signalized intersections in the area due to this development.

This analysis was conducted by Kimley-Horn and Associates. This group provides traffic engineering services to the Town including, most recently, developing of the Town's Master Transportation Plan. The analysis was reviewed by Town staff and traffic engineers at Cobb-Fendley, another national engineering firm. Based on their review, Cobb-Fendley determined that Kimley-Horn's assessment was accurate.

Utility Study: The applicant has conducted a study of capacities for the sewer lines serving both this property and other vacant tracts of land along Arapaho Road and the Dallas North Tollway. The study found that portions of these lines are currently over capacity and would have to be upsized to accommodate any development on these properties. The Town can only require AMLI to fund these improvements based on the percentage of flow they will add to the line. However, AMLI has offered to fund 100% of the costs to upsize these lines. This will expedite the development of AMLI's project, but also enable the development of the other parcels served by this line.

2013 Comprehensive Plan: The Comprehensive Plan is silent on the future of this particular property. The Plan establishes seven attributes of success that should be considered when evaluating current and proposed land uses to determine what is "highest and best" for a particular site. As detailed later in this report, staff believes that the proposed development ranks highly when using the Comprehensive Plan's seven attributes of success.

While no specific guidance is given, the Comprehensive Plan does provide general guidance regarding multi-family development. It states that the Town "continues to believe in high-density,

mixed-use development for both owner-occupied and rental housing” (page 21). The Plan also informs that beginning with the 2020 Vision process, “while every suburb in the area was fighting against multi-family projects and insisting on lower densities, Addison would embrace them and insist on higher densities” (page 45). The Plan lists the benefits of higher density housing explaining that density promotes the efficient use of land, combining green space into more meaningful places, enabling better quality construction with longer lasting buildings, concentrating population to make mass transit feasible, promoting healthier lifestyles and creating more opportunities for people to live in Addison, providing more consumers for retailers and restaurants as well as more local employees for the business community (page 50). The Plan states that “the mixed use direction (as seen in Addison Circle and Vitruvian Park) continues to make sense for the Town” because the Millennial generation does not want to purchase homes and prefers living in mixed-use communities that include multi-family uses that are close to work. The Plan explains that Addison “seeks to attract the Millennials because they bring energy and creativity to a community” adding also that “vibrant mixed-use neighborhoods can be a great recruiting tool for attracting new tenants for office and commercial space” (page 101).

On page 51, the Comprehensive Plan instructs that any new multi-family development be built within neighborhoods that are supported with public facilities. It goes on to state that the Town should support renter-occupied units with neighborhood amenities, such as parks and trails, and that the Town should require developers of future multi-family developments to provide recreational space and amenities for their residents.

Staff believes that the proposed plan is in keeping with the goals and objectives established in the Comprehensive Plan. As mentioned previously, Addison Circle was intended to grow and this project represents a logical expansion of that neighborhood. Addison Circle includes public facilities that would support this development. The project provides amenities for its residents with the resident’s club, fitness center, and two outdoor courtyards. Furthermore, this project will improve the pedestrian network in the area by better tying together Addison Circle, the adjacent commercial developments, hotels, and retail uses through high quality pedestrian trails and sidewalks to and along Quorum Drive.

With regards to retail in this area, the Comprehensive Plan points out that “all operators complain about a lack of visibility and lack of traffic in Addison Circle during the evenings...The retailers in the area must be supported by residents and pedestrian traffic...The hope is that as Addison Circle continues to grow and expand, additional residents in the area will be able to better support retail uses” (pages 59-60).

Based on this acknowledgement and the continued struggles with retail in Addison Circle, it would be detrimental to require additional retail at this time. However, it is important that buildings be designed for the long-term with maximum flexibility. The proposed building could easily be converted to add retail in the future if conditions warrant. Conversely, this development would add an estimated 524 more residents to Addison Circle that should increase support for the existing retail uses in the Circle and elsewhere along Belt Line Road.

Lastly, the Comprehensive Plan discusses future office development and provides that four tracts along the Tollway corridor should be reserved for “high-density” office buildings, specifically warning that those tracts not be used for multi-family uses (page 80). The plan gives no similar direction for other commercially zoned tracts such as this.

Housing Policy: In order to help guide future housing decisions, the City Council adopted a housing policy in 2015 and amended it in early 2017. The applicable sections are discussed below.

- Where feasible and appropriate, new housing should increase the proportion of fee-simple ownership in Addison’s housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.

Staff believes that lower-density, owner-occupied housing, such as single-family homes or townhomes, is not feasible in this location due to the high development costs and necessary infrastructure upgrades. The Urban Center zoning standards do not allow single-family detaches homes. Such low density development would not be in keeping with these standards or the adjacent development. While the policy gives general direction that apartments are unlikely to be approved, it states that special consideration may be given to exceptional projects.

- A proposal should offer a “best fit” mix of uses and housing choices within the context of the surrounding Addison community.
- New housing should create or enhance neighborhoods of urban character rather than locate on a stand-alone, nonintegrated property and should continue the high quality design and walkability that make Addison’s existing neighborhoods distinctive.

Due to its proximity to retail, restaurants, and office uses, a residential use in this location adds a mixed-use element to development in the immediate vicinity and expands the boundaries of the Addison Circle neighborhood. The density afforded by multi-family development enables this project to have similar urban characteristics and high development standards. The addition of quality pedestrian amenities will improve the walkability of that area and better connect Addison Circle to the uses further south.

- The City Council acknowledges that there may be exceptional projects that do not comply with elements of this policy. The Council encourages developers and staff to pursue projects that represent the highest and best use of each property and that advance portions of this policy or other Town goals.

Staff believes that this project warrants special consideration as it represents the highest and best use of this particular property, while also promoting several elements of the housing policy and other Town goals in that it:

- Advances the Quorum Art Walk Pedestrian Connectivity Plan by completing a significant amount of the contemplated improvements with no public participation.
- Maintains the urban character desired for Quorum Drive and provides a use that is active not only during the day, but also during nights and weekends.
- Makes improvements in line with the Master Transportation Plan and address Council's goal to pursue excellence in transportation systems.
- Enables development of other vacant properties, thus advancing the Town's broader economic development goals.

RECOMMENDATION: **APPROVAL**

In determining a recommendation, staff first reviewed alternative uses and weighed their relative likelihood, whether or not they would represent the highest and best use for this site and how they would impact the surrounding properties.

Office development is unlikely on the site because it is not on the Tollway, and therefore would not warrant as high rental rates. If an office developer was interested, they would likely desire lower standards with surface parking in order to minimize development costs. This would not be in keeping with the urban form prevalent in Addison Circle or the adjacent office developments. Additionally, an office use would likely not maximize revenue potential for the Town, nor create the walkable, active environment as contemplated in the Quorum Art Walk Pedestrian Connectivity Plan, nor provide additional night and weekend customers to Addison's retailers and restaurants. As noted in the traffic impact analysis, office uses could also burden the transportation network surrounding this site.

There is little demand for additional retail in Addison. Demand is even lower for sites off of Belt Line Road. Retail use would not produce the density this site warrants or be developed to an urban standard. Any additional retail at this location would likely add to the difficulties of the retailers in Addison Circle.

The potential for hotel use is low for several reasons. First, the property is deed restricted from being a hotel. Additionally, this property is currently bordered by four hotels, with three more in the immediate vicinity. Furthermore, the Town recently changed how it defines a hotel in order to limit future hotel development to more full-service concepts. Addison has three full-service hotels along with others in the area, thus making the market appear saturated.

This is not an appropriate site for industrial uses and such uses would not advance any Town goals.

Having analyzed all other uses, staff believes that this site has the most potential as a residential site. As discussed above, single-family homes and townhomes are likely not feasible and would be out of character from the surrounding development. Condominiums would meet the Town's goals, but developers have expressed that there is little demand for them and they are difficult to finance, construct, and sell. From a land use perspective, there is no difference between

condominium and multi-family apartment development. Therefore, a multi-family apartment development at this location represents the most likely and highest and best use.

Multi-family is a complementary use to the adjacent uses that will provide additional housing for the office uses and expand the mixed-use setting of Addison Circle, which could help attract and retain quality office tenants. The Quorum North Business Association has protective covenants on all properties within their area that require the support of two-thirds of the property owners before a new use is approved. This plan has been presented to the Quorum North Business Association, and has received their unanimous endorsement.

Additionally, multi-family apartments would add customers for the restaurants and retailers in the area, especially on nights and weekends when many struggle.

AML I is a reputable multi-family residential developer. The development will add vibrancy along Quorum Drive and the high quality design features included in the proposal greatly improve the pedestrian experience in this corridor, and for the first time create welcoming connections between Addison Circle, the Hotel Intercontinental, and the restaurants and businesses along Belt Line Road.

Staff believes that this is an excellent development opportunity that is in keeping with the Comprehensive Plan, and that advances several elements of the housing policy and other Town goals. Therefore, staff recommends approval of the request.

Land Use Analysis

Attributes of Success Matrix

AMLI Addison, 5015 Spectrum Drive

1753-Z

Attribute	Comment	Score
Competitive	The proposed development will enhance the competitiveness of this property and represents the both the most likely development solution for this site and the highest and best use.	
Safe	The project will be safe. Increasing the number of residents in the area with “eyes on the street” , better pedestrian accommodations and lighting will improve safety.	
Functional	The site is very functional and will improve pedestrian access and add parking in the area. The traffic impact analysis shows that there will be no significant impact to traffic operations due to this project.	
Visually Appealing	The facades exceed the masonry requirements for the Town and the design will be visually appealing.	
Supported with Amenities	The site is in a very amenity-rich area with easy access to both Addison Circle and the uses along Belt Line.	
Environmentally Responsible	AMLI is committed to sustainable design and will include several sustainability features including recycling and LEED certification.	
Walkable	The project is extremely walkable and advances progress towards achieving the vision established in the Quorum Art Walk Pedestrian Connectivity Plan.	
Overall Assessment	This is a quality development that represents the highest and best use of the site. The project advances several Town goals and be a benefit to the community and the adjacent properties.	





Case 1753-Z/AMLI Addison
January 17, 2017

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 17, 2017, voted to recommend approval of an ordinance rezoning the property located at 5015 Spectrum Drive, from C-1, Commercial-1, to a PD, Planned Development, in order to provide a maximum of 349 multi-family units and approximately 5,500 square feet of future retail space, and approving related development plans, subject to no conditions.

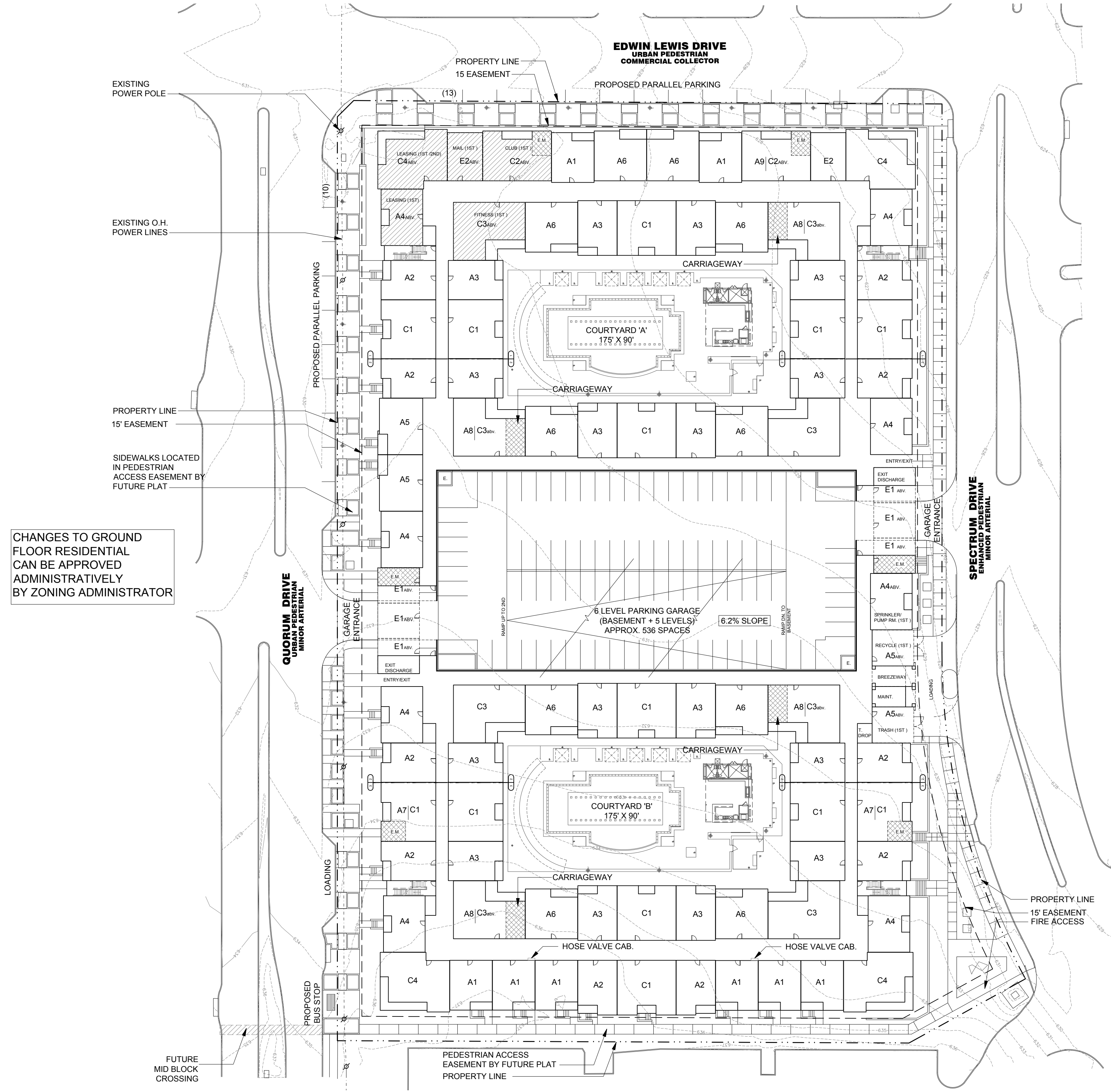
Voting Aye: Braun, Griggs, Meleky, Wheeler
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Absent: none

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For: Jason Simon, Apartment Association of Greater Dallas, 5729 LBJ Frwy
Phil Griggs, 14596 Poe Court
Jonathan Clarke, 14900 Landmark Blvd #100
On: none
Against: Mary Carpenter, 4006 Winter Park Lane
Karen Gassett, 4010 Winter Park Lane
Randy Smith, 14933 Havenshire Place

POSITION OF THOSE PRESENT BUT NOT SPEAKING AT THE PUBLIC HEARING:

For: Nicholas Dodd, Restaurants of Addison, 14350 Dallas Parkway #2042
Louise Lehrmann, 14592 Poe Court
On: none
Against: none



AMLI ADDISON PROGRAM

UNIT	DESCRIPTION	NET SQ. FT.	NO.	TOTAL SQ. FT.
E1	EFFICIENCY	548	18	9,864
E2	EFFICIENCY	634	07	4,438
A1	ONE BED / ONE BATH	725	32	23,200
A2	ONE BED / ONE BATH	732	40	29,280
A3	ONE BED / ONE BATH	744	64	47,616
A4	ONE BED / ONE BATH	830	30	24,900
A5	ONE BED / ONE BATH	851	14	11,914
A6	ONE BED / ONE BATH	894	40	35,760
A7	ONE BED / ONE BATH / STUDY	945	02	1,890
A8	ONE BED / ONE BATH	980	04	3,920
A9	ONE BED / ONE BATH / STUDY	990	01	990
C1	TWO BED / TWO BATH	1,137	50	56,850
C2	TWO BED / TWO BATH	1,188	6	7,128
C3	TWO BED / TWO BATH	1,200	27	32,400
C4	TWO BED / TWO BATH	1,220	14	17,080
TOTAL APARTMENT UNITS			349	307,230
UNIT AVERAGE		880		
NUMBER OF BEDS			446	
LEASING / OFFICE / FITNESS / BUSINESS CENTER / MAIL / R.R.				5,600 +/-

PARKING REQUIRED

BEDROOM CLASS	PARKING RATIO	NO. OF UNITS	TOTAL PARKING
EFFICIENCY	1.0	25 (7.2%)	25
ONE BEDROOM	1.0	227 (65.0%)	227
TWO BEDROOM	2.0	97 (27.8%)	194
TOTAL REQUIRED PARKING		349	446

PARKING PROVIDED

GARAGE PARKING RESIDENTIAL	500 (INCL. 12 H.C. & 2 H.C. VAN)
GARAGE COMPACT PARKING RESIDENTIAL	36
ON-STREET PARKING	23
TOTAL PARKING PROVIDED	559

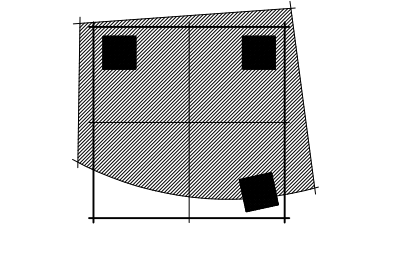
PARKING / UNIT RATIO

1.6 SPACES/UNIT

LAND AREA:	4.9796 AC (216,911 SQ. FT.)
DENSITY:	70.10 UNITS/ACRE
BUILDING GROSS AREA:	
RESIDENTIAL:	432,760 SQ. FT.
PARKING GARAGE:	162,800 SQ. FT.
TOTAL:	599,560 SQ. FT.

AMLI ADDISON
ADDISON, TEXAS

Hensley Lamkin Rachel, Inc.
ARCHITECTURE AND PLANNING
14881 QUORUM DRIVE
DALLAS, TEXAS
PH 972 726-9400
SUITE 550
75254
FAX 972 726-9401



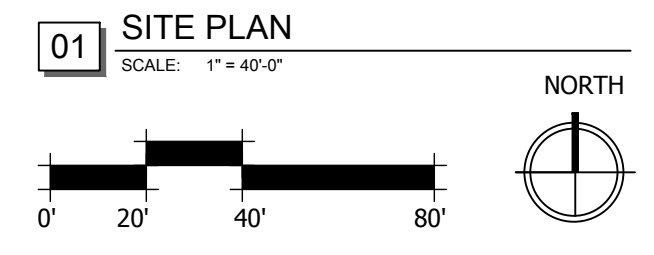
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TX LICENSE NO. 14373
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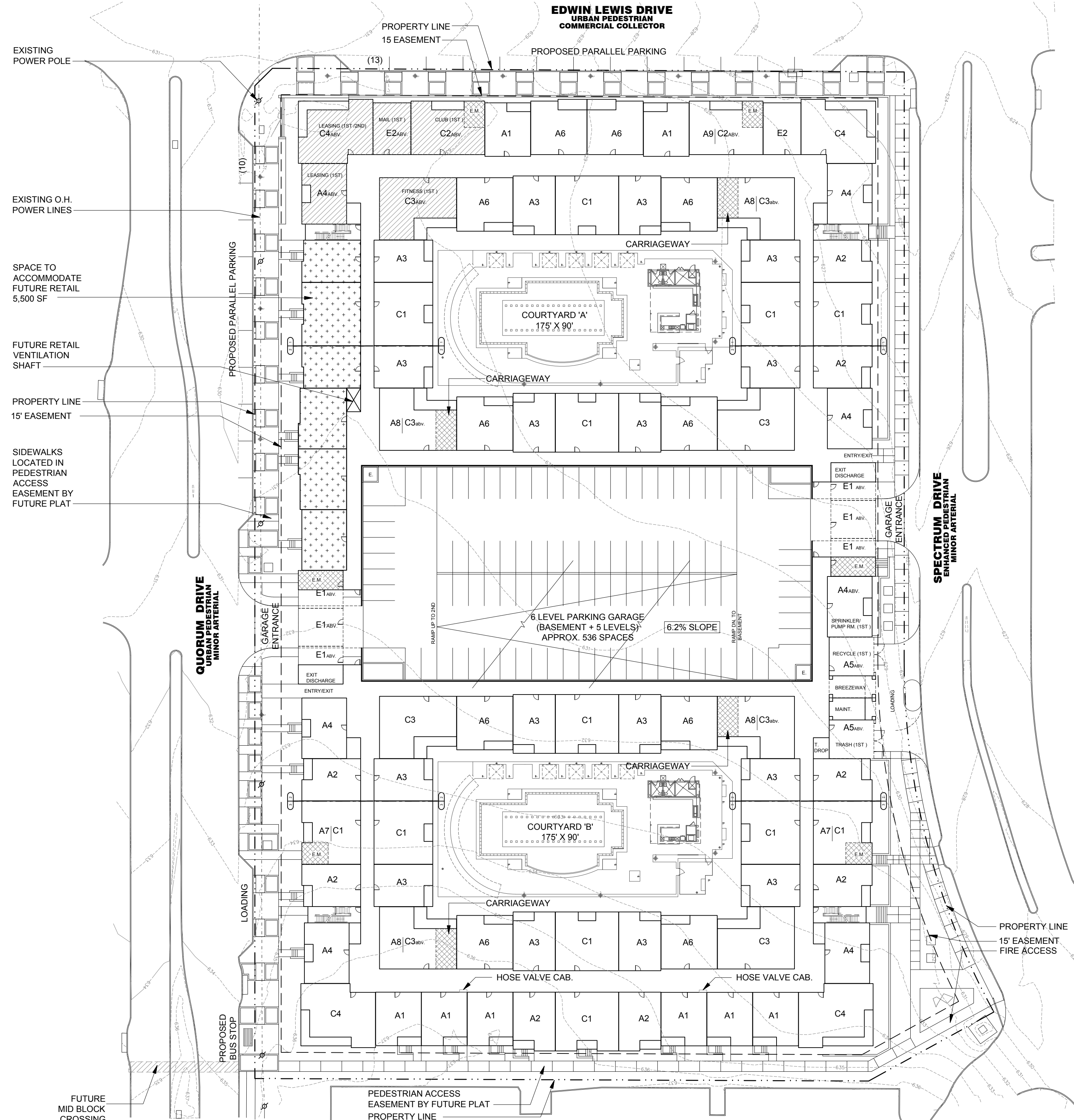
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DRAWN BY: JWV
CHECKED BY:
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12/09/16
ZONING RE-SUBMITTAL
01/06/17

REVISIONS



A001
ZONING
SITE PLAN

ALTERNATE SITE PLAN AND ELEVATION WITH SPACE TO ACCOMMODATE FUTURE RETAIL



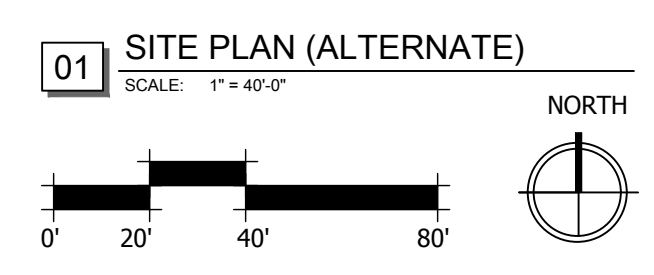
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GARAGE COMPACT PARKING RESIDENTIAL	36	
ON-STREET PARKING	23	
TOTAL PARKING PROVIDED		559

PARKING / UNIT RATIO	
1.6 SPACES/UNIT	

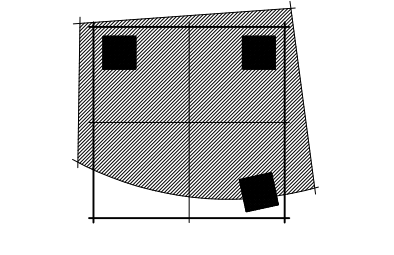
LAND AREA:	4.9796 AC (216,911 SQ. FT.)
DENSITY:	70.10 UNITS/ACRE
BUILDING GROSS AREA:	
RESIDENTIAL:	432,760 SQ. FT.
PARKING GARAGE:	162,800 SQ. FT.
TOTAL:	589,560 SQ. FT.



01 QUORUM DR. (WEST) ELEVATION (ALTERNATE)
SCALE: 1" = 20'-0"

AMLI ADDISON
 ADDISON, TEXAS

Hensley Lamkin Rachel, Inc.
 ARCHITECTURE AND PLANNING
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 75254
 DALLAS, TEXAS
 PH 972 726-9401
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 01/05/17

REVISIONS

A001 ALT
 ZONING
 SITE PLAN ALTERNATE



02 EDWIN LEWIS DR. (NORTH) ELEVATION
 SCALE: 1" = 20'-0"
 95% BRICK/STONE MATERIAL
 5% STUCCO FINISH MATERIAL



01 QUORUM DR. (WEST) ELEVATION
 SCALE: 1" = 20'-0"
 90% BRICK/STONE VENEER
 10% STUCCO FINISH MATERIAL

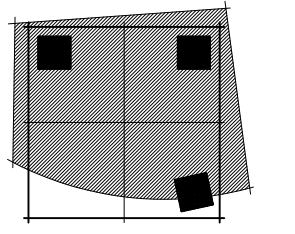
FACADE CHANGES ON THE GROUND FLOOR CAN BE APPROVED ADMINISTRATIVELY BY ZONING ADMINISTRATOR

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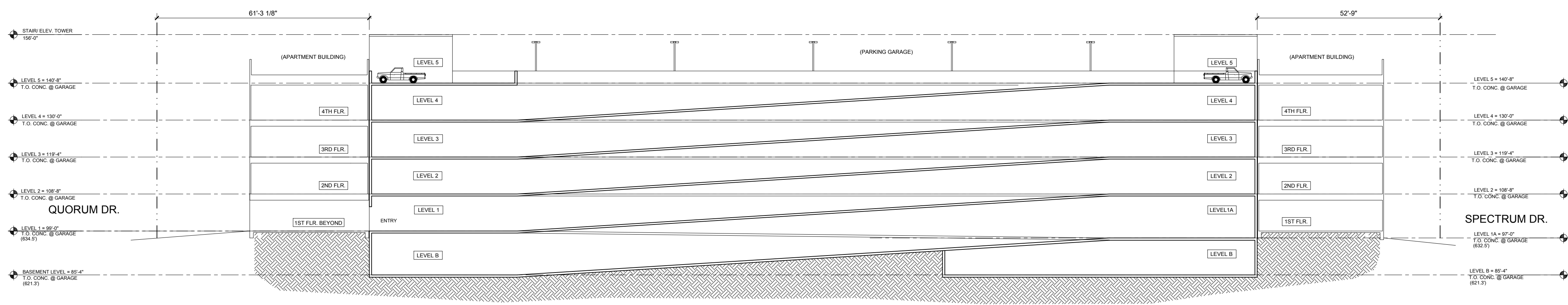
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REVISIONS

A002-A
 ZONING EXTERIOR ELEVATIONS



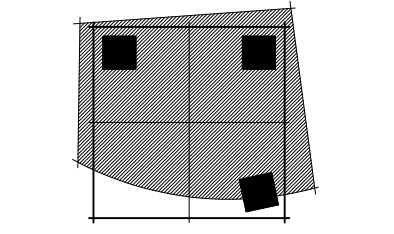
03 SECTION AT GARAGE
SCALE: 1" = 20'-0"



02 SOUTH ELEVATION
SCALE: 1" = 20'-0"
95% BRICK/STONE MATERIAL
5% STUCCO FINISH MATERIAL



01 SPECTRUM DR. (EAST) ELEVATION
SCALE: 1" = 20'-0"
90% BRICK/STONE VENEER
10% STUCCO FINISH MATERIAL

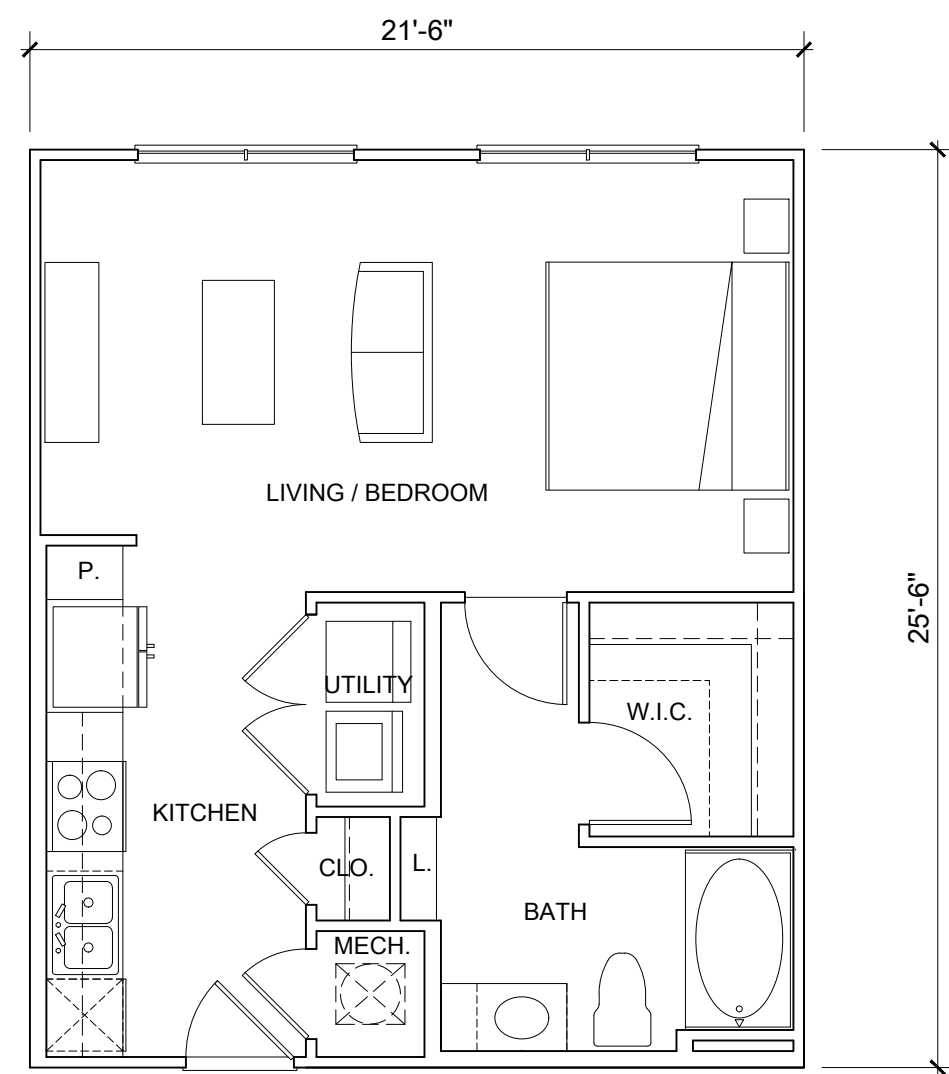


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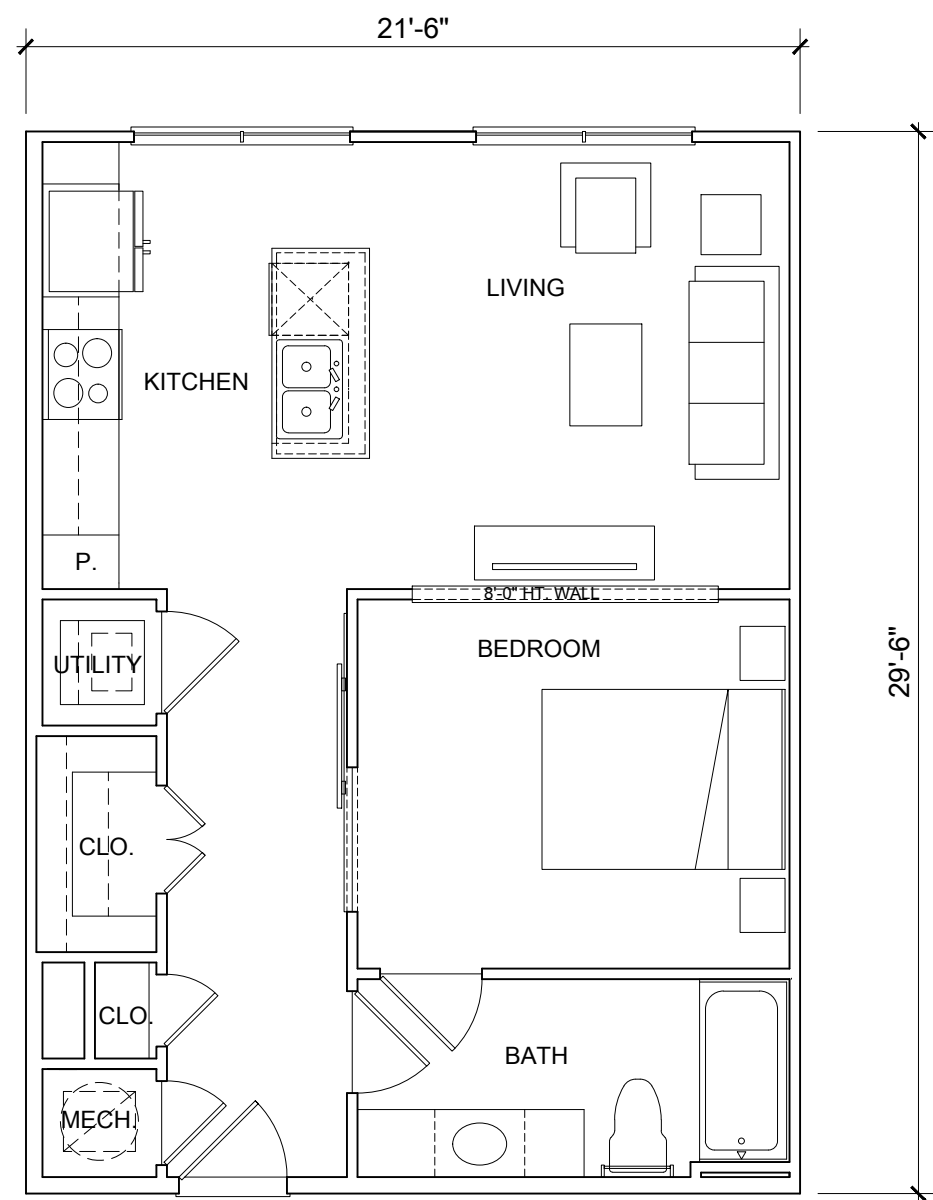
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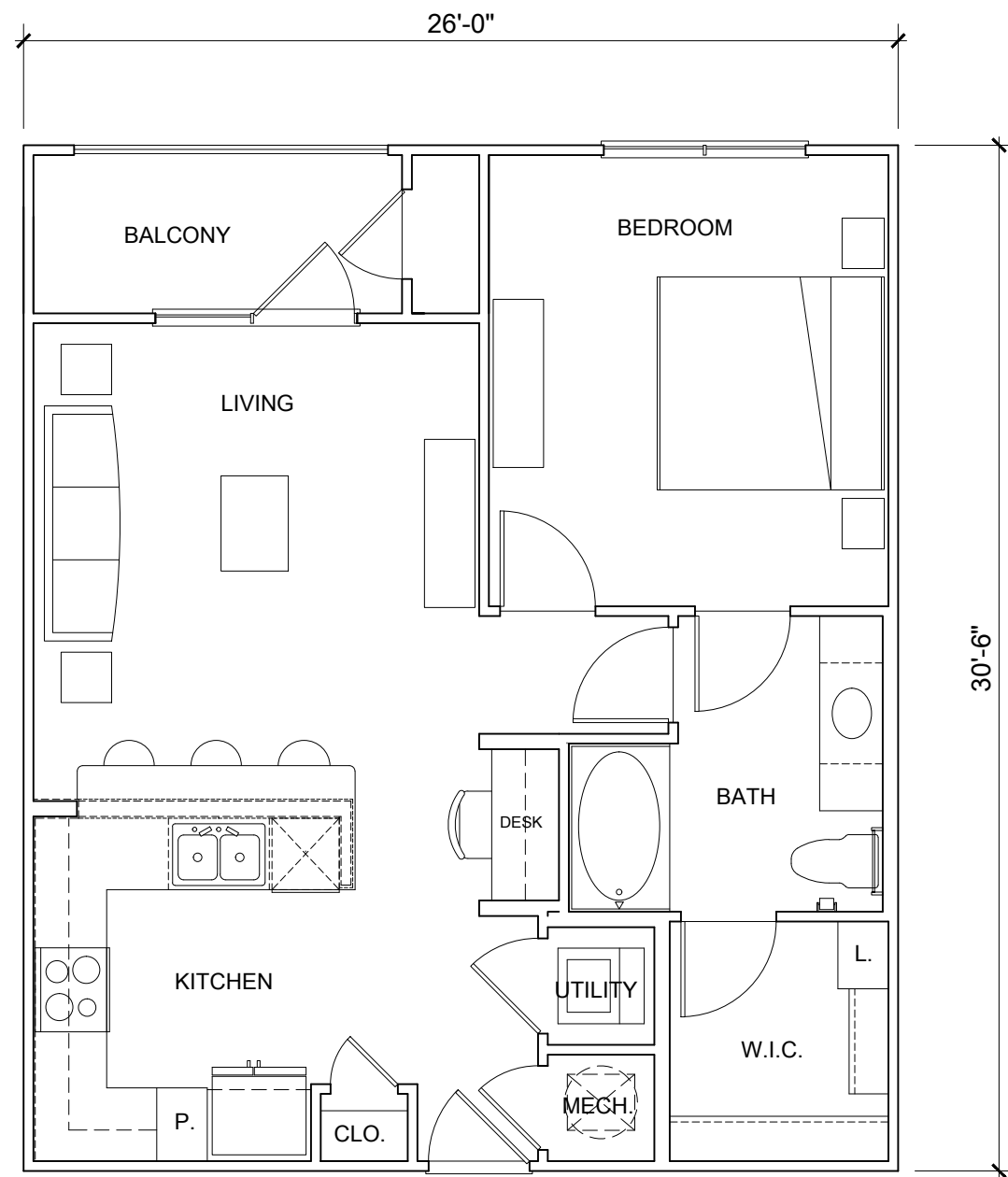
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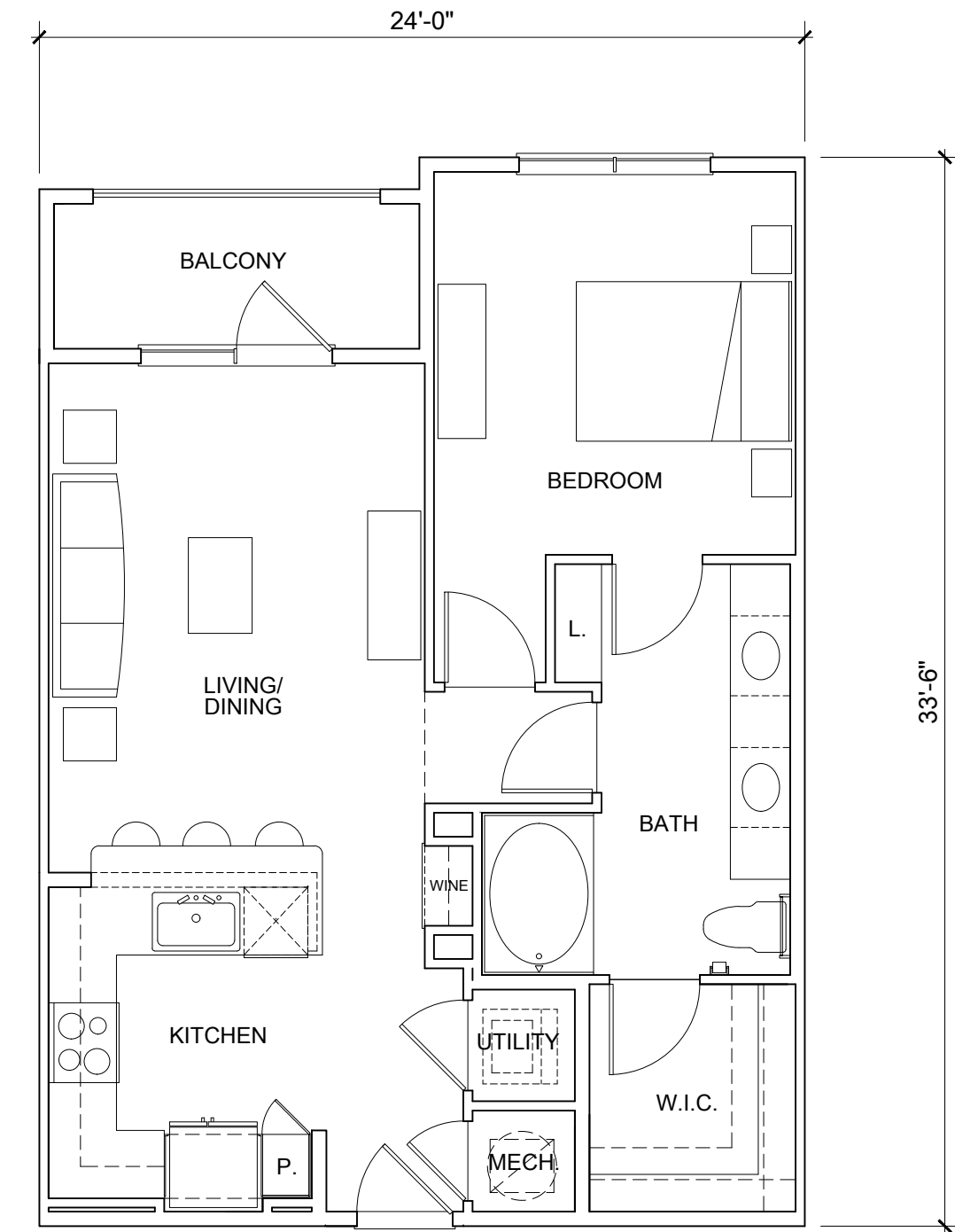
01 UNIT 'E1'
SCALE: 3/16" = 1'-0" 548 N.S.F.



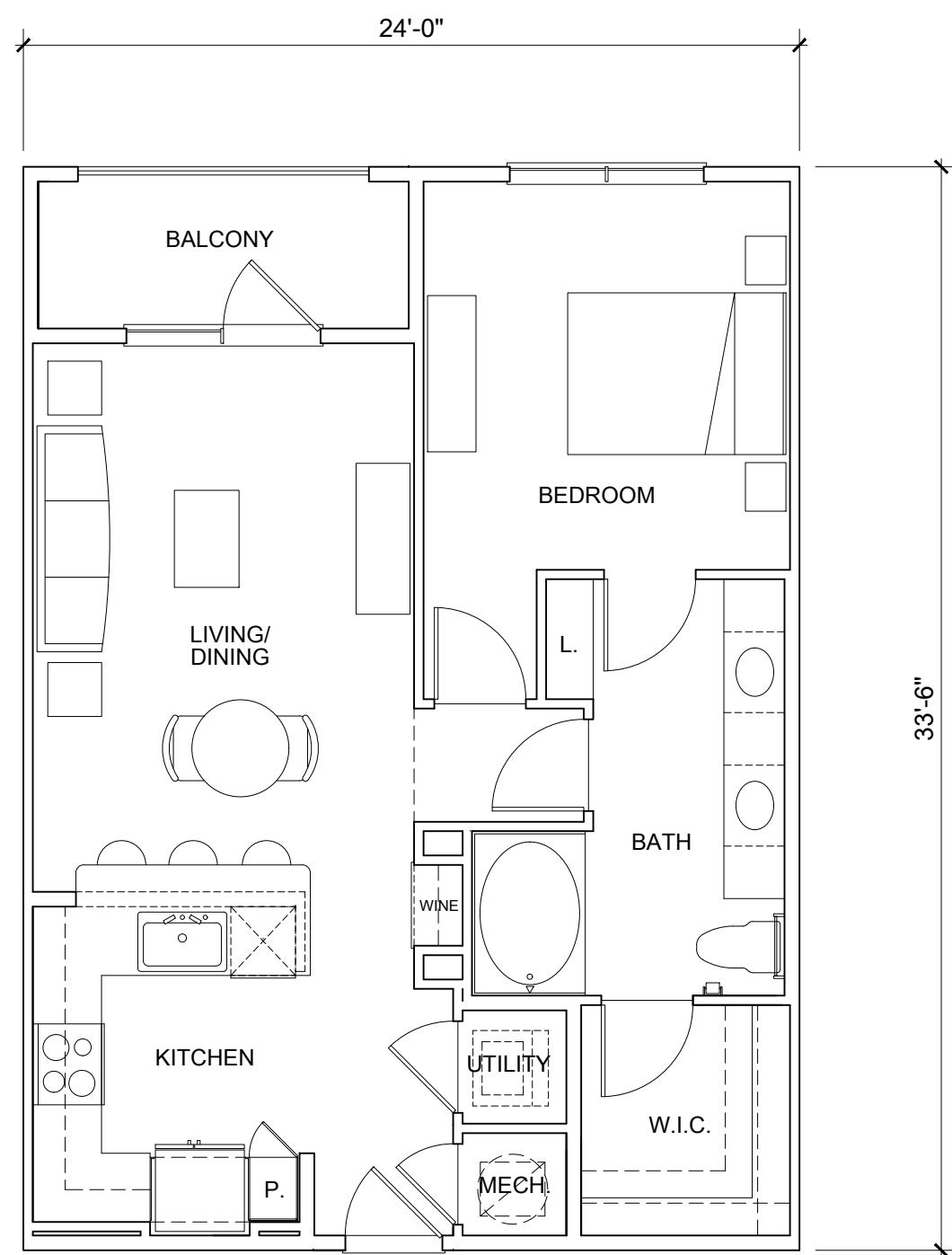
02 UNIT 'E2'
SCALE: 3/16" = 1'-0" 634 N.S.F.



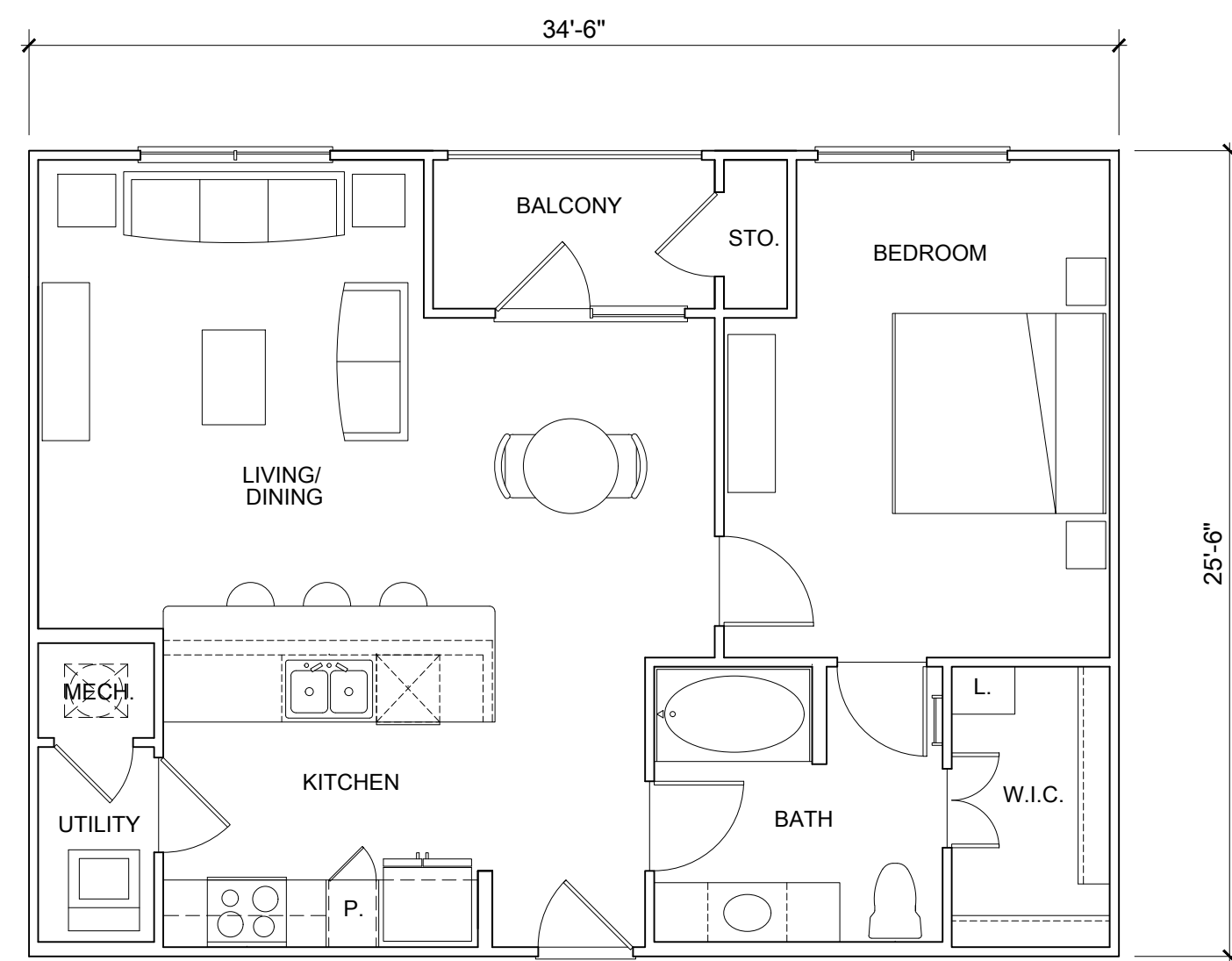
03 UNIT 'A1'
SCALE: 1/4" = 1'-0" 725 N.S.F.



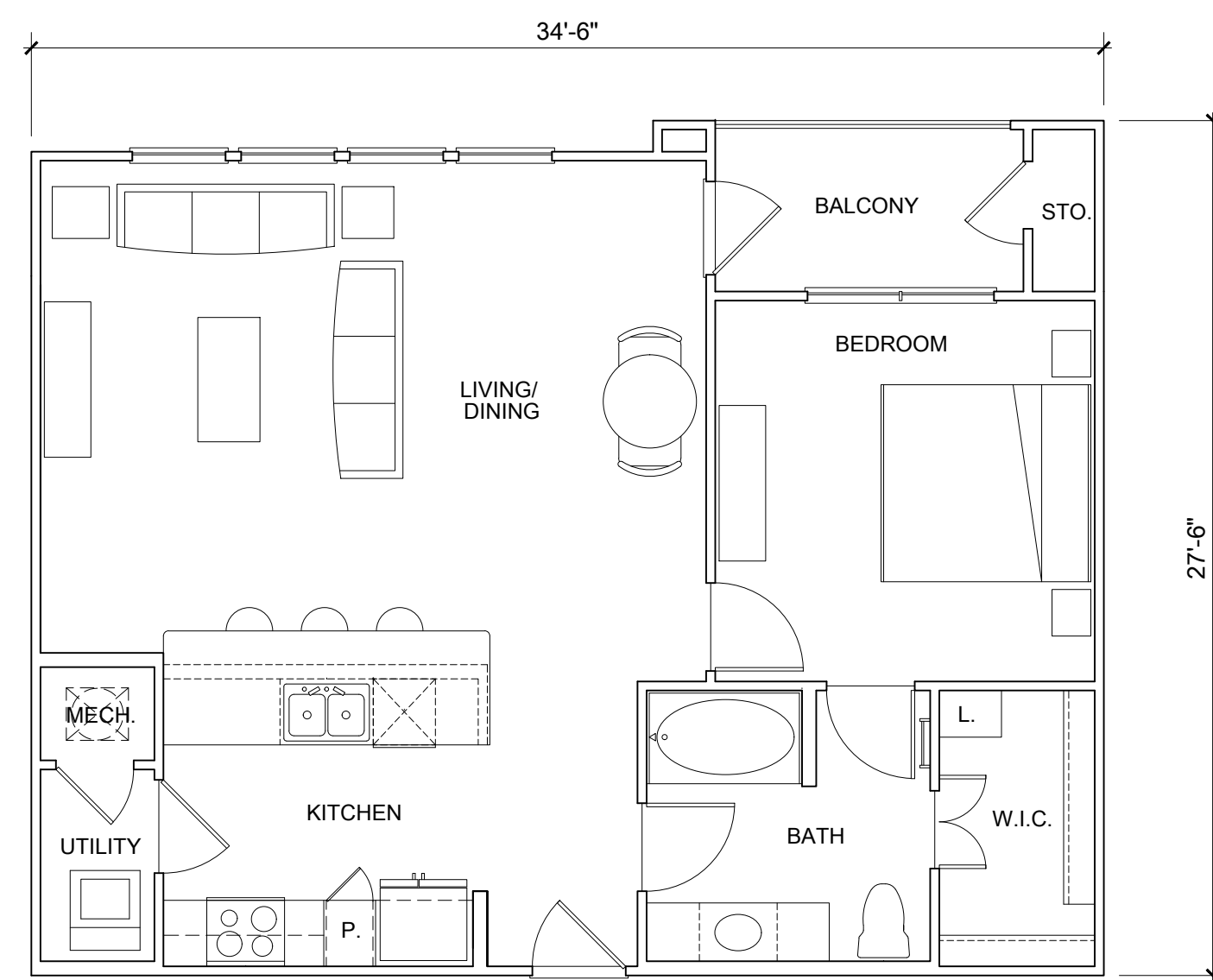
04 UNIT 'A2'
SCALE: 1/4" = 1'-0" 732 N.S.F.



05 UNIT 'A3'
SCALE: 3/16" = 1'-0" 744 N.S.F.



06 UNIT 'A4'
SCALE: 3/16" = 1'-0" 830 N.S.F.



07 UNIT 'A5'
SCALE: 3/16" = 1'-0" 851 N.S.F.

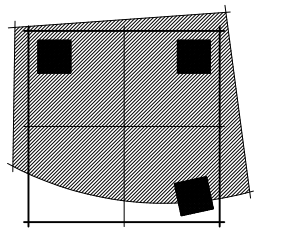
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ADDISON, TEXAS

Hensley Lamkin Rachel, Inc.
ARCHITECTURE AND PLANNING

SUITE 550
75254
FAX 972 726-9401

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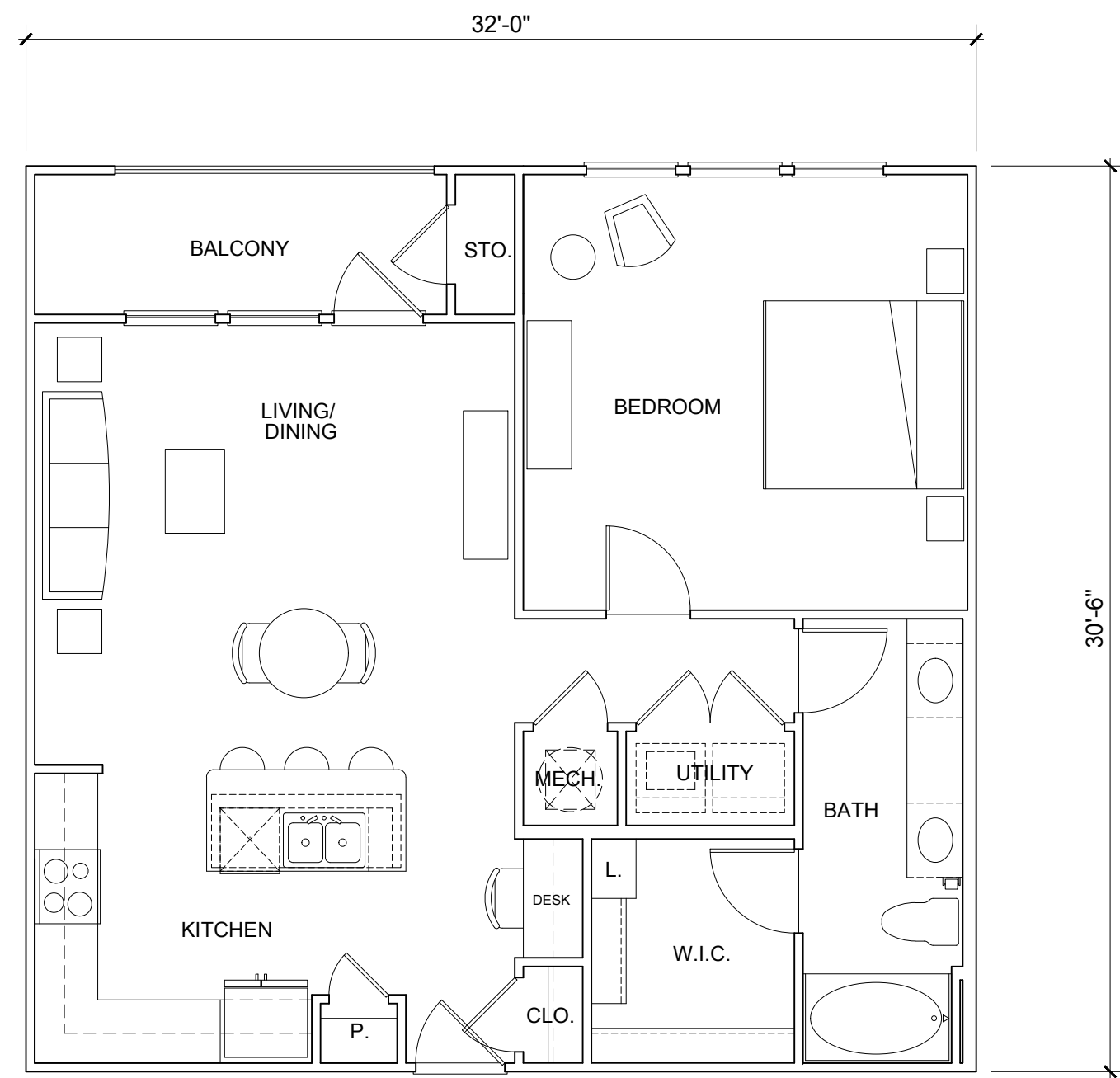
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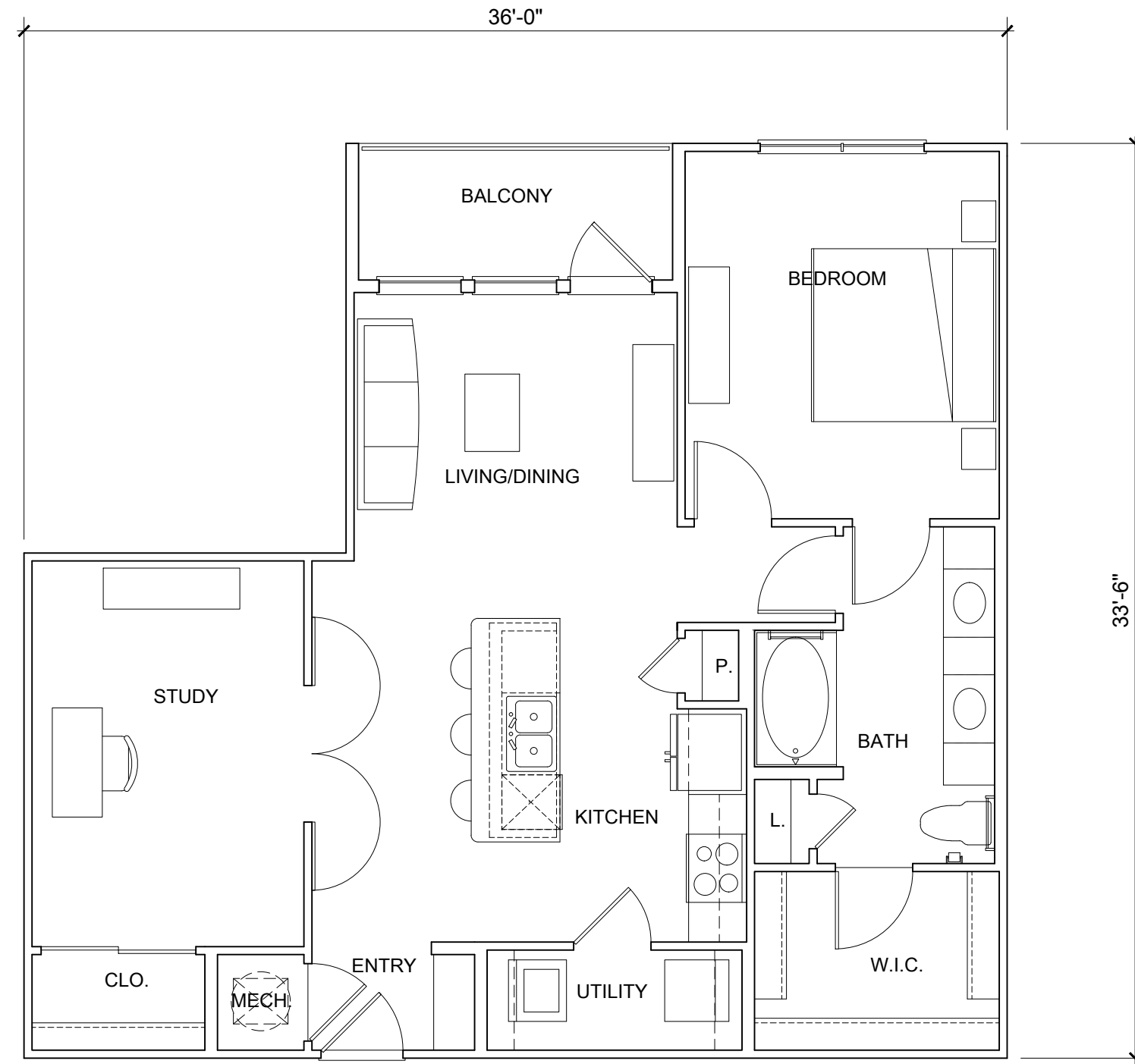
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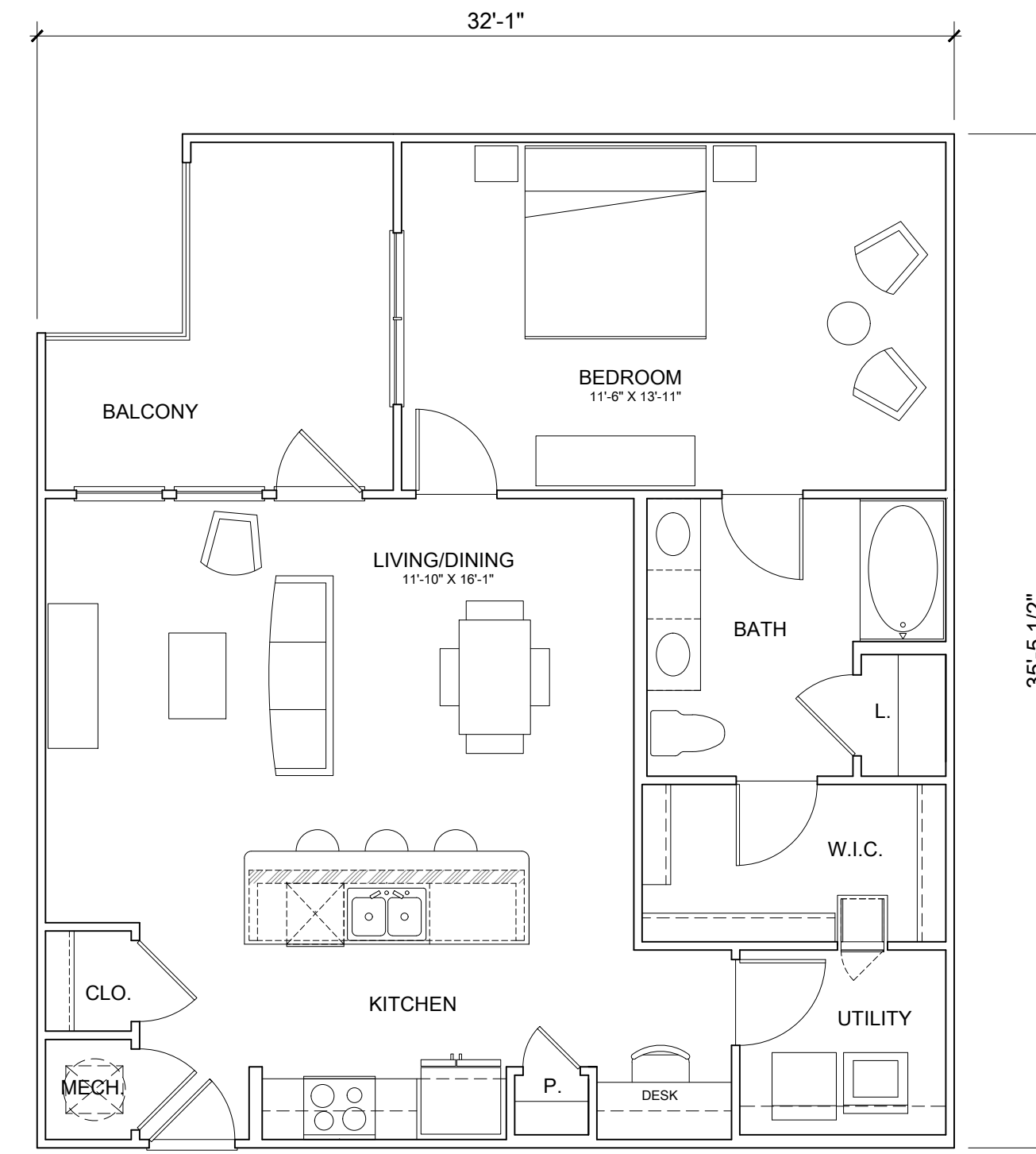
A003
ZONING
UNIT PLANS



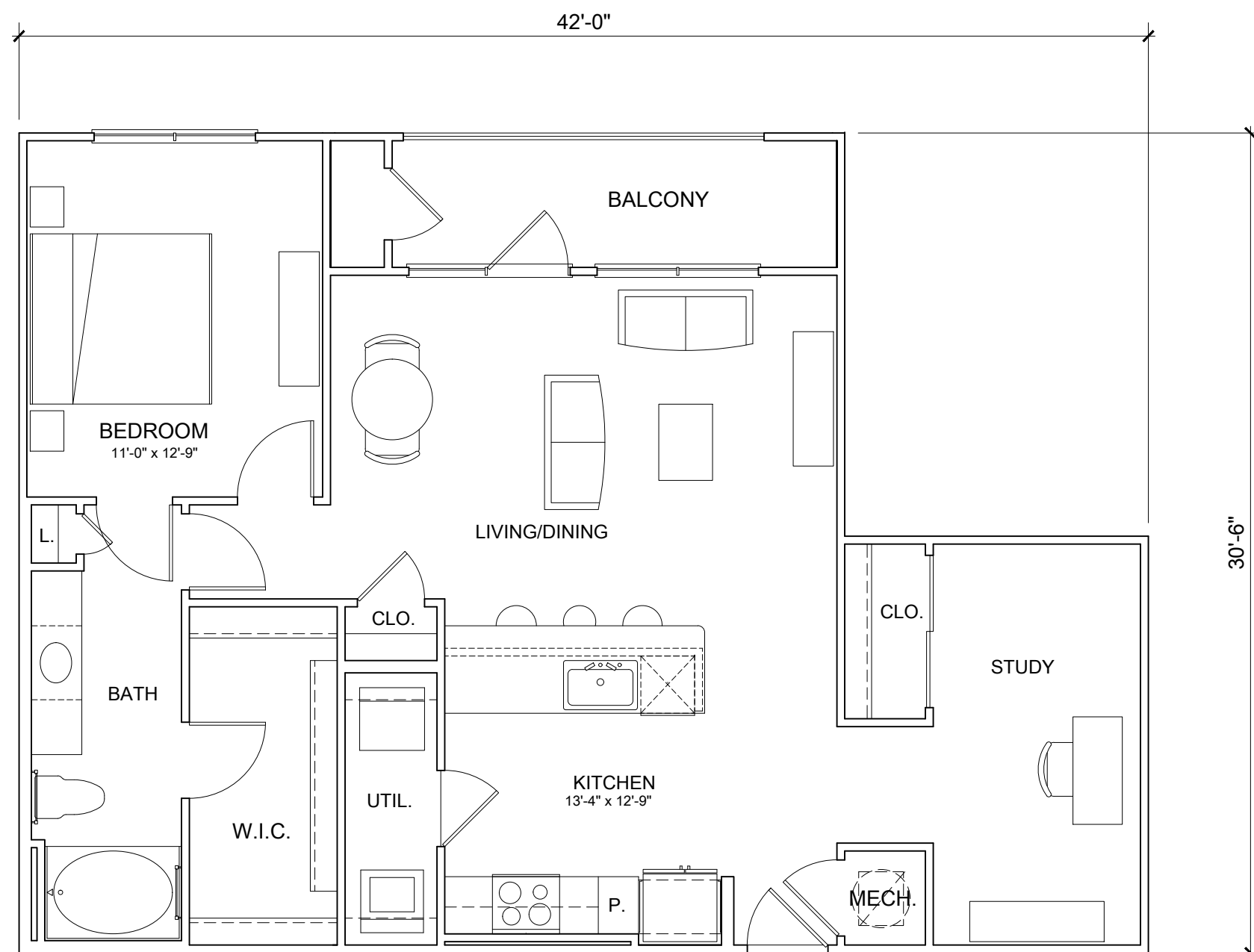
01 UNIT 'A6'
SCALE: 3/16" = 1'-0"
894 N.S.F.



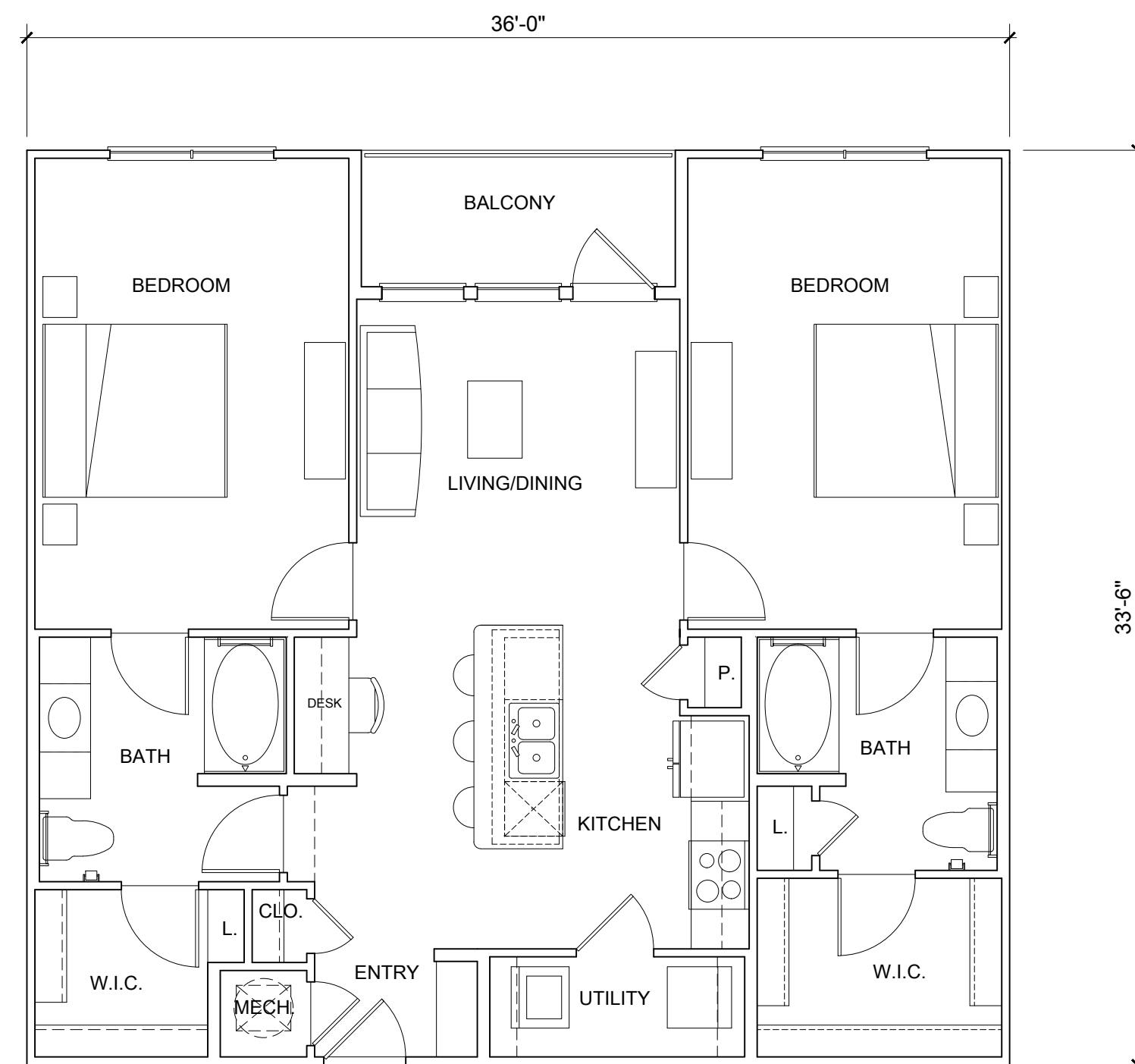
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SCALE: 3/16" = 1'-0"
945 N.S.F.



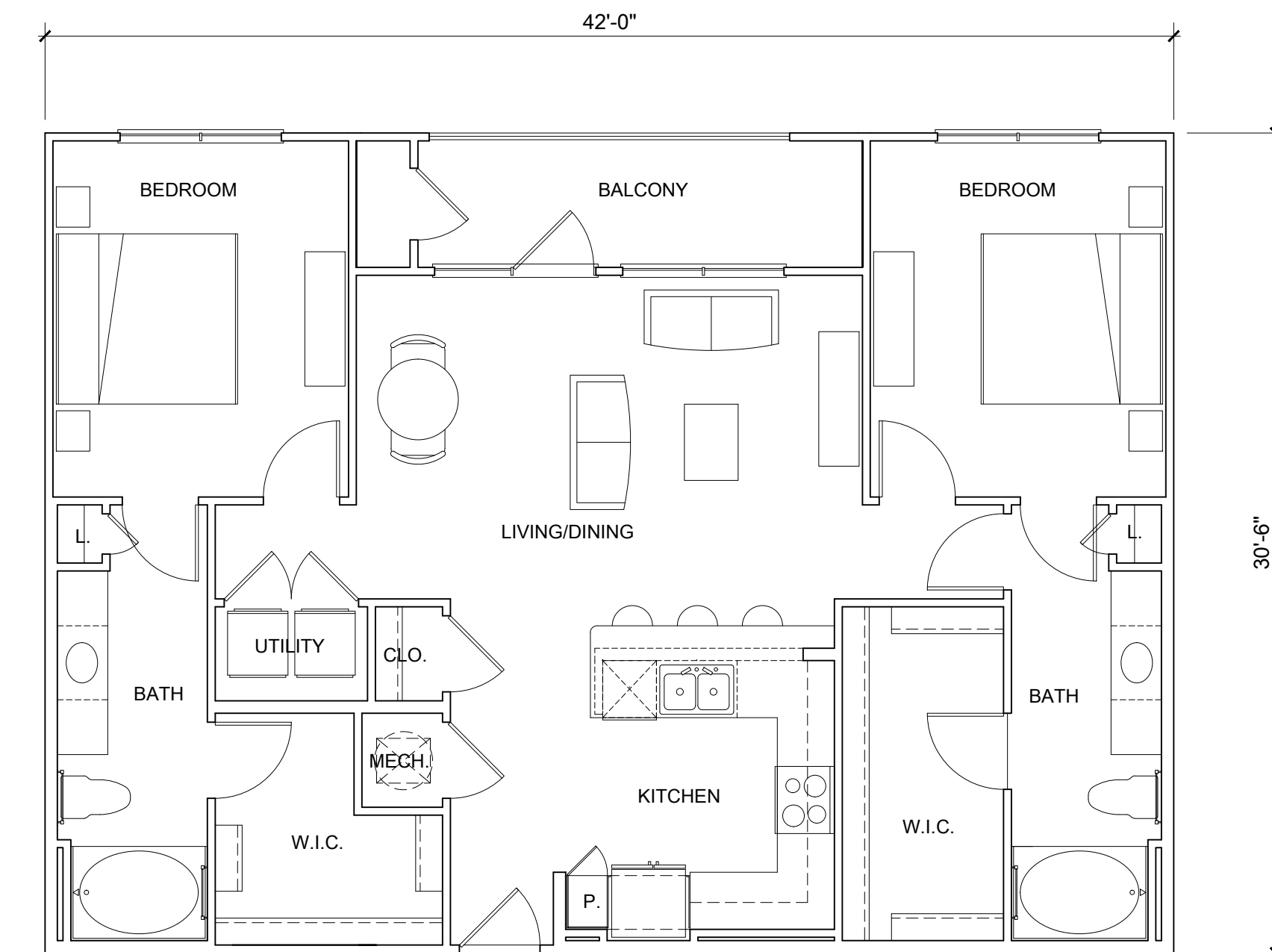
03 UNIT 'A8'
SCALE: 3/16" = 1'-0"
980 N.S.F.



04 UNIT 'A9'
SCALE: 3/16" = 1'-0"
990 N.S.F.



05 UNIT 'C1'
SCALE: 3/16" = 1'-0"
1,137 N.S.F.



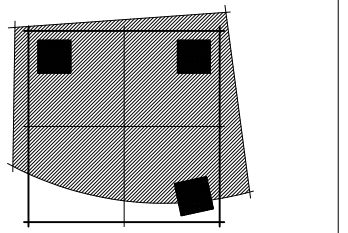
06 UNIT 'C2'
SCALE: 3/16" = 1'-0"
1,188 N.S.F.

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ARCHITECTURE AND PLANNING

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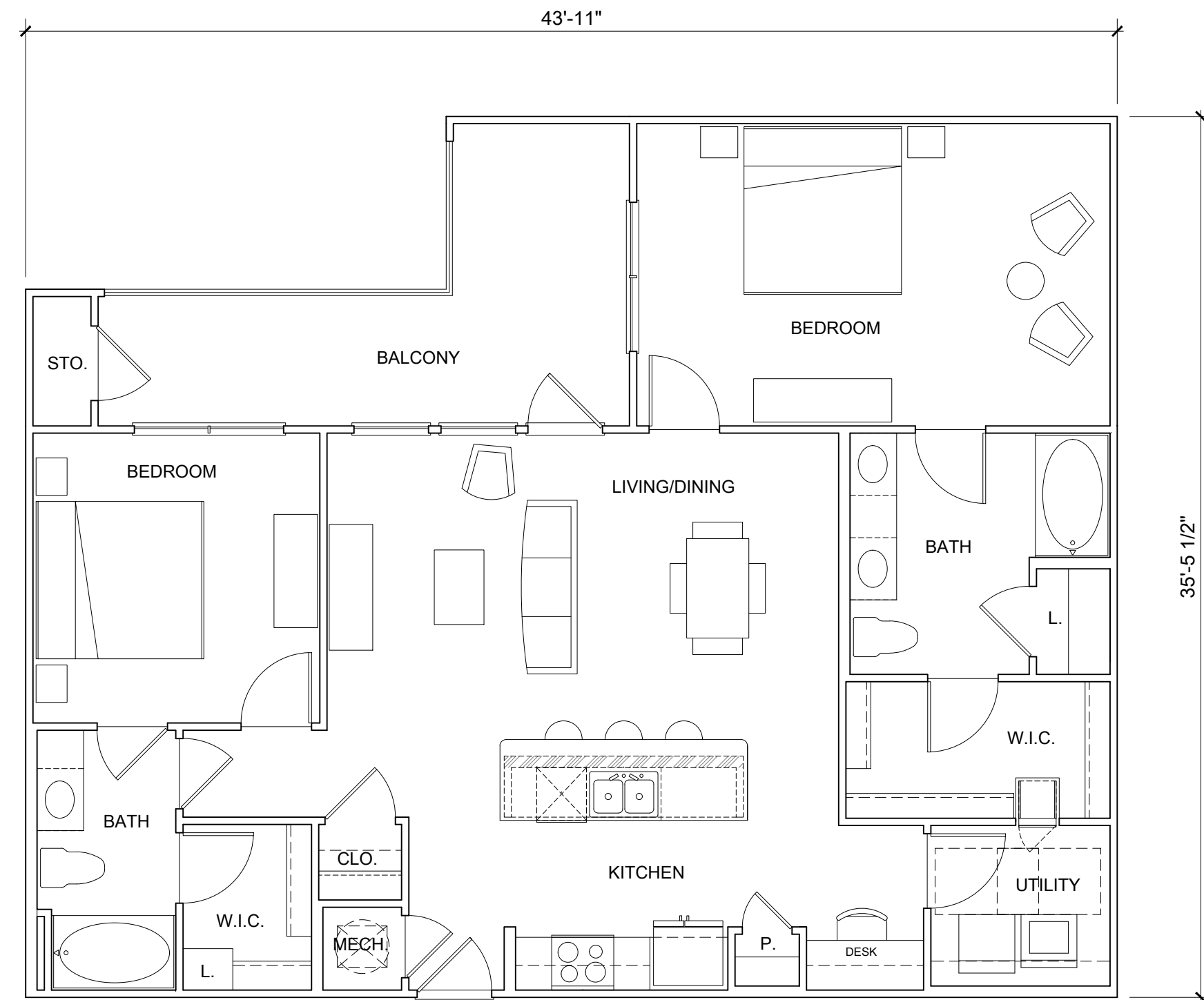
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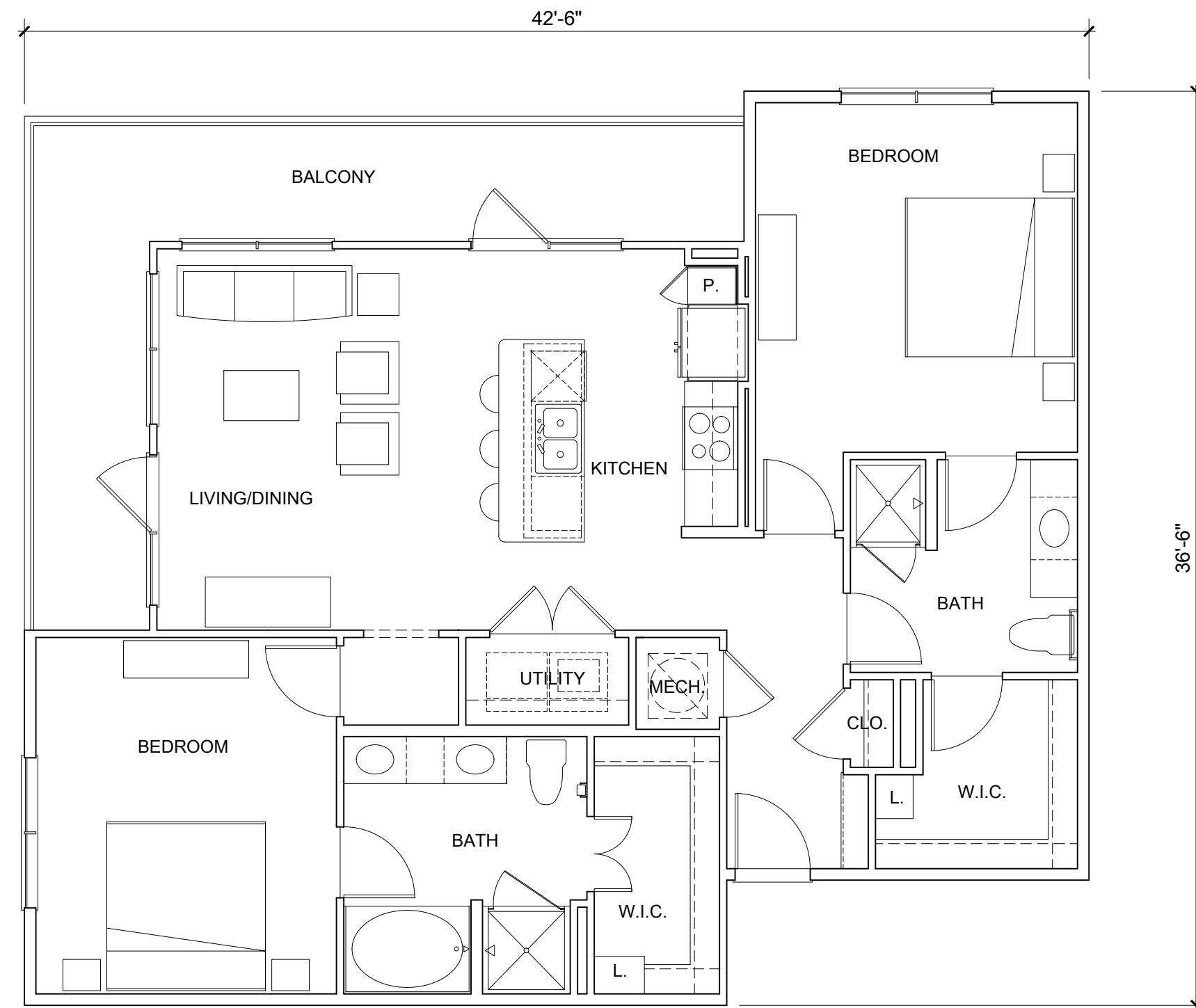
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REVISIONS

A004
ZONING
UNIT PLANS



01 UNIT 'C3'
SCALE: 3/16" = 1'-0" 1,200 N.S.F.



02 UNIT 'C4'
SCALE: 3/16" = 1'-0" 1,220 N.S.F.

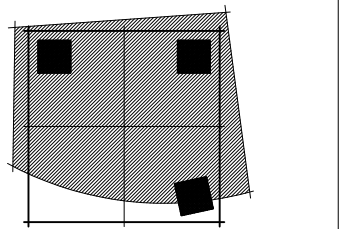
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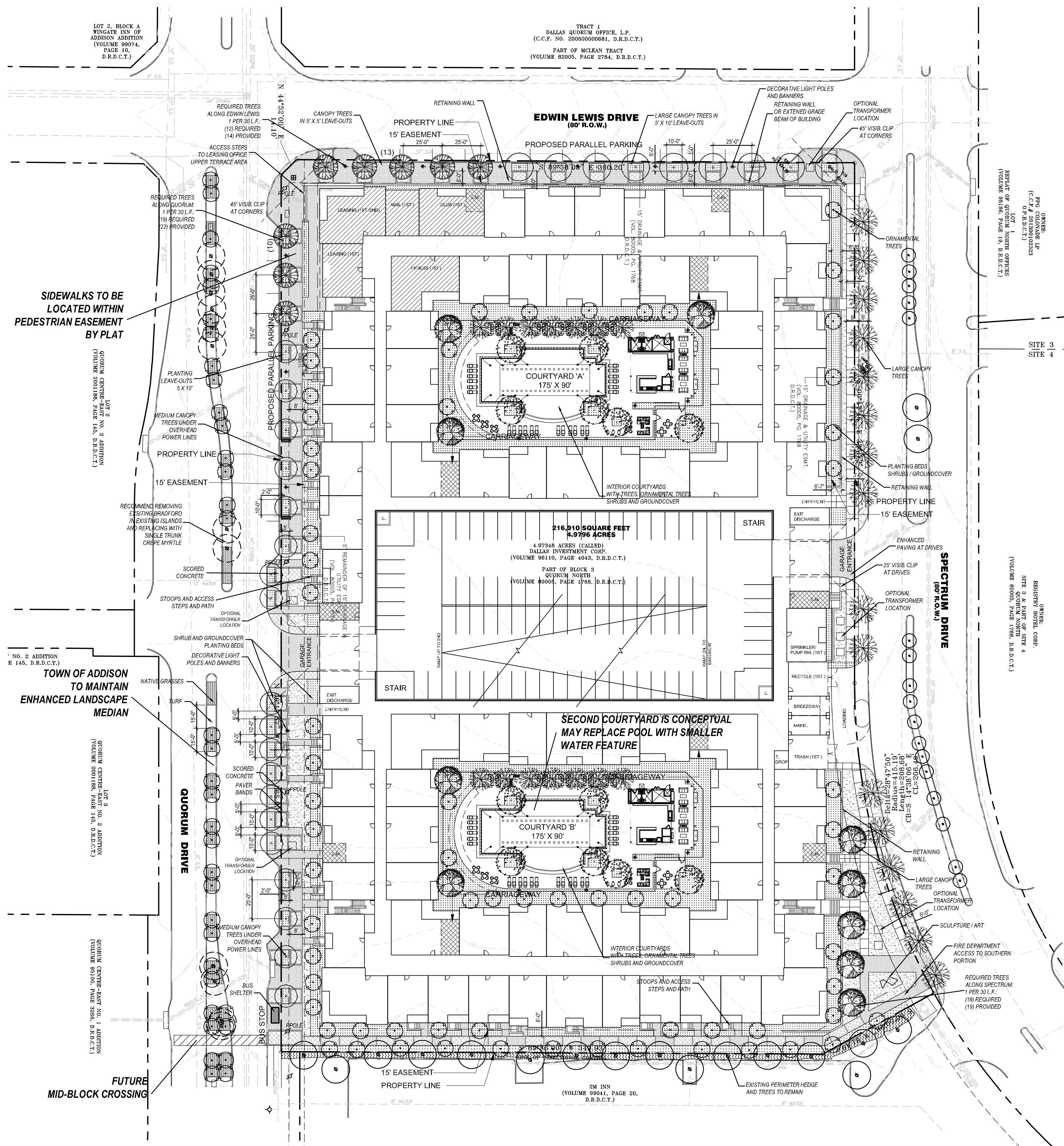
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--

A005
ZONING
UNIT PLANS



TOWN OF ADDISON LANDSCAPE NOTES

- Plants shall conform to the measurements specified in the plant schedule.
- Caliper measurements shall be taken six inches above grade for trees under four inches in diameter and (12) twelve inches above grade for trees four inches in diameter and larger.
- Minimum branching height for all shade trees shall be (6) six feet. Minimum size for shade trees shall be (4) four inches in diameter, 14 to 16 feet in height. The maximum height shall not exceed 16 feet. Tree heights shall be from tops of root balls to nominal tops of plants. Tree spread refers to nominal outer width of the tree, not to the outer leaf tips. Trees shall be healthy, vigorous, full-branched, well-shaped with symmetrical crowns. Root balls shall be firm, neat, slightly tapered and well-butrapped. Trees shall be free of physical damage such as scrapes, bark abrasions, split branches, mistletoe or other parasitic growth. The Town of Addison shall reject any trees delivered and/or planted not meeting the minimum size and shape standards set forth above. Red Oaks other than Shumard Oak (*Quercus shumardii*) or Texas Oak (*Quercus texana*) shall be rejected. The owner or contractor shall be responsible for providing certification that Red Oaks are true to variety.
- Minimum size for Crape Myrtle shall be six to eight feet in height. Other ornamental flowering trees shall be eight to ten feet in height.
- Minimum size for evergreen trees shall be eight to ten feet in height.
- Minimum sizes for shrub containers shall be five gallon. Substitution of three gallon material meeting the height requirement of five gallon shrubs is acceptable. Shrubs shall be full bodied, well-shaped and symmetrical.
- Ground cover spacing shall be eight inches on center maximum for four-inch pots and 16 inches on center maximum for one-gallon containers.

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

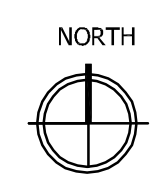
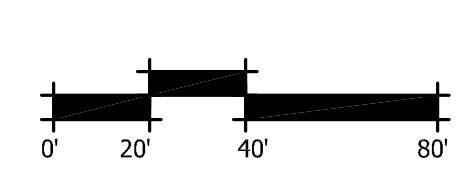
Town of Addison Landscape Ordinance Calculator	
General Requirements	
Treatable Area	266,910
Required Landscape Area	13,345
Total Landscape Area Provided	13,999
Street Landscape Buffer (60' Width Minimum)	
Length of Street Frontage	1,670
Required Number of Trees (4" or 6" O.C.)	32
Required Number of Shrubs (4" or 6" O.C.)	256
Total Number of Plants Provided	288
Off-Street Landscaping (6' High Minimum Screen)	
Length of Property Line Adjacent to Off-Street Loading	N/A
Required Number of Shrubs	(Owner Number)
Number of Shrubs Provided	(Owner Number)
Parking Lot Landscaping (Adjacent to any Public or Private Street)	
Length of Property Line Adjacent to Parking Lot (Excluding Driveways and Access Ways)	N/A
Required Number of Shrubs	(Owner Number)
Number of Shrubs Provided	(Owner Number)
Parking Lot Landscaping - Perimeter	
Length of Property Line Adjacent to Parking Lot	N/A
Required Number of Shrubs	(Owner Number)
Number of Shrubs Provided	(Owner Number)
Parking Lot Landscaping - Interior Area	
Interior Area Available for Landscaping	31,500
Interior Planting Area Provided	N/A

GRAPHIC PLANT LEGEND

- LARGE CANOPY TREE, 4" CAL. LIVE OAK OR RED OAK
- LARGE CANOPY TREE, 4" CAL. BALD CYPRESS OR CEDAR ELM
- LARGE CANOPY TREE, 4" CAL. HIGHRISE LIVE OAK
- MEDIUM CANOPY TREE, 4" CAL. CHINESE PISTACHE
- ORNAMENTAL TREES: 2.5" TO 3" CAL. CREPE MYRTLE / RED BUD / TREE YAU/PON HOLLY / DESERT YALLOON
- PLANTING BEDS / SHRUBS / GROUND COVER
- LAWN, SOLID SOD

01 CONCEPT LANDSCAPE PLAN

SCALE: 1" = 40'-0"

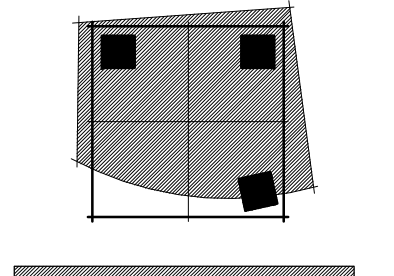


smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0546
Email smr@smr-lb.com

AMLI ADDISON

Hensley Lamkin Rachel, Inc.
ARCHITECTURE AND PLANNING

SUITE 550
14881 QUORUM DRIVE
DALLAS, TEXAS 75254
PH 972.726-9400
FAX 972.726-9401



BRIAN D. ADAMS, RLA
TX LICENSE NO. 1761
PRELIMINARY DRAWING

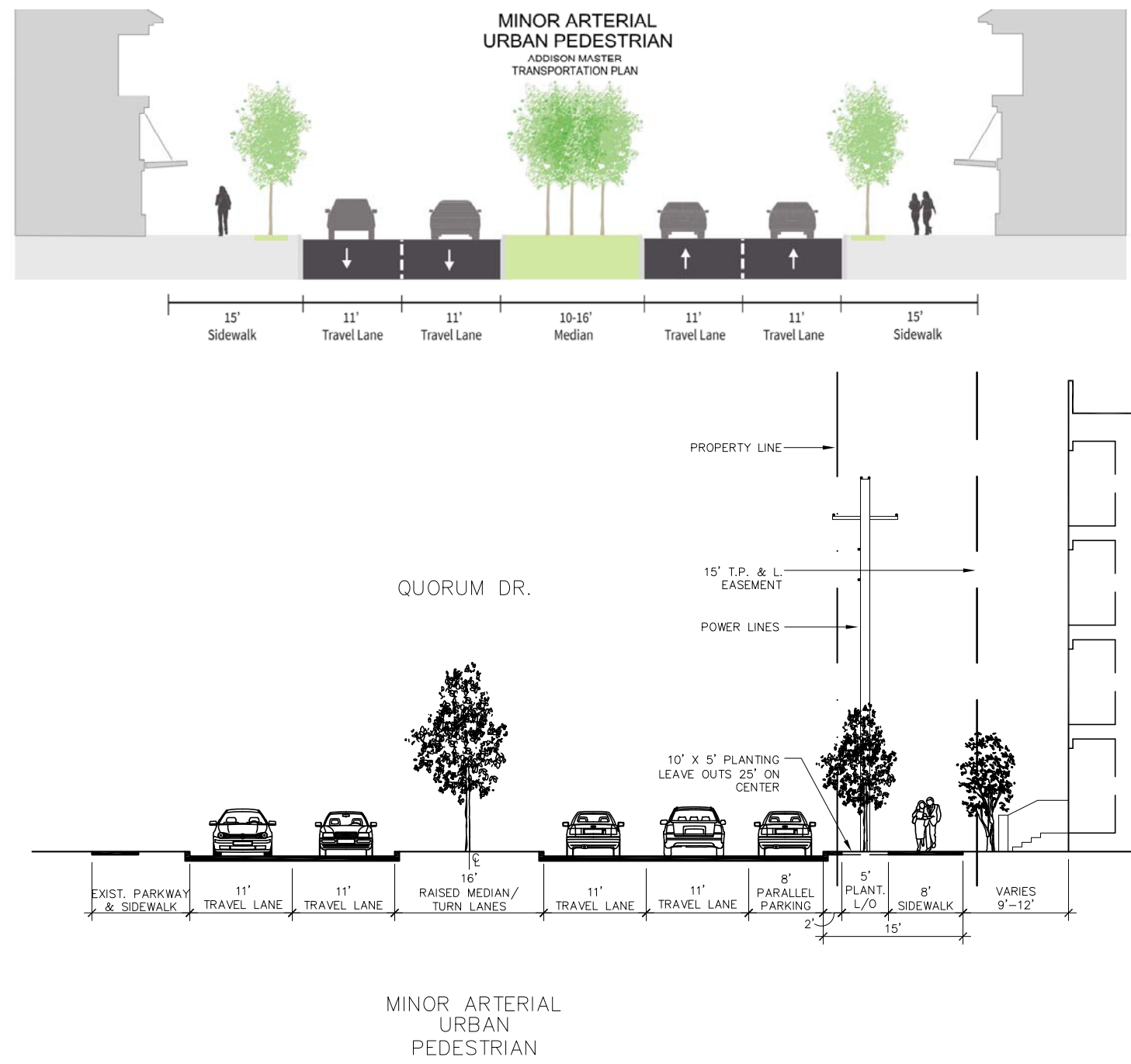
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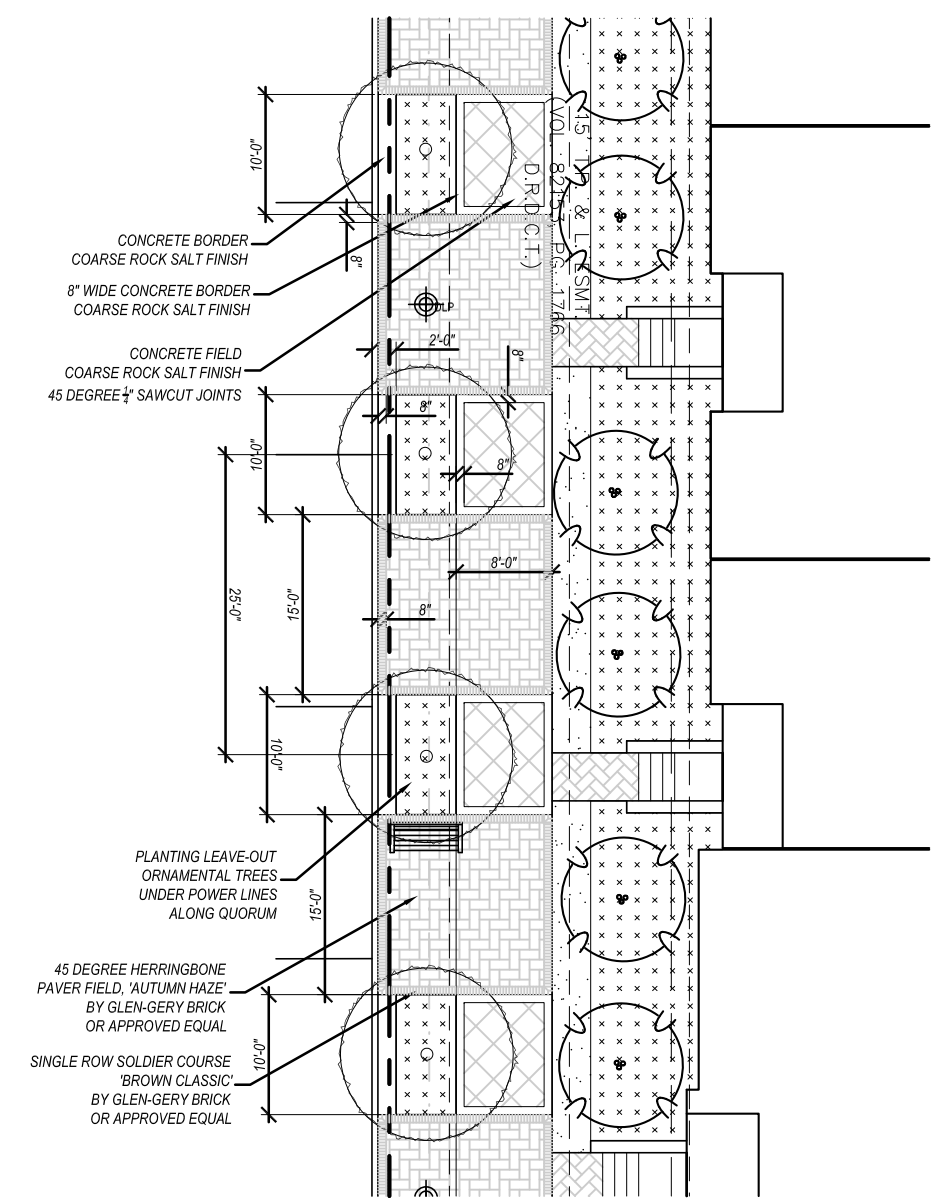
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DRAWN BY: BDA
CHECKED BY:
ZONING SUBMITTAL 12/09/16
ZONING RE-SUBMITTAL 01/06/17

REVISIONS

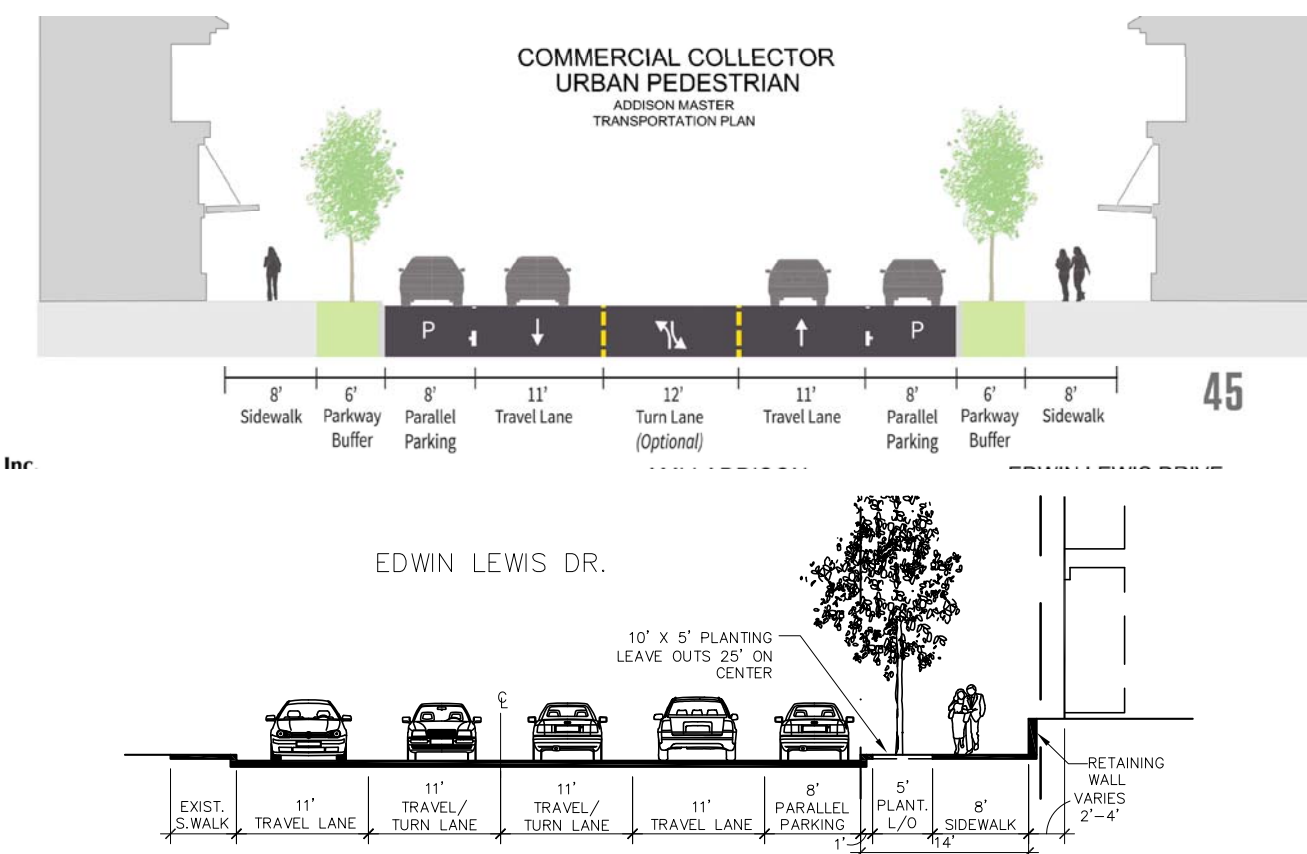
CLP.1
ZONING SITE PLAN



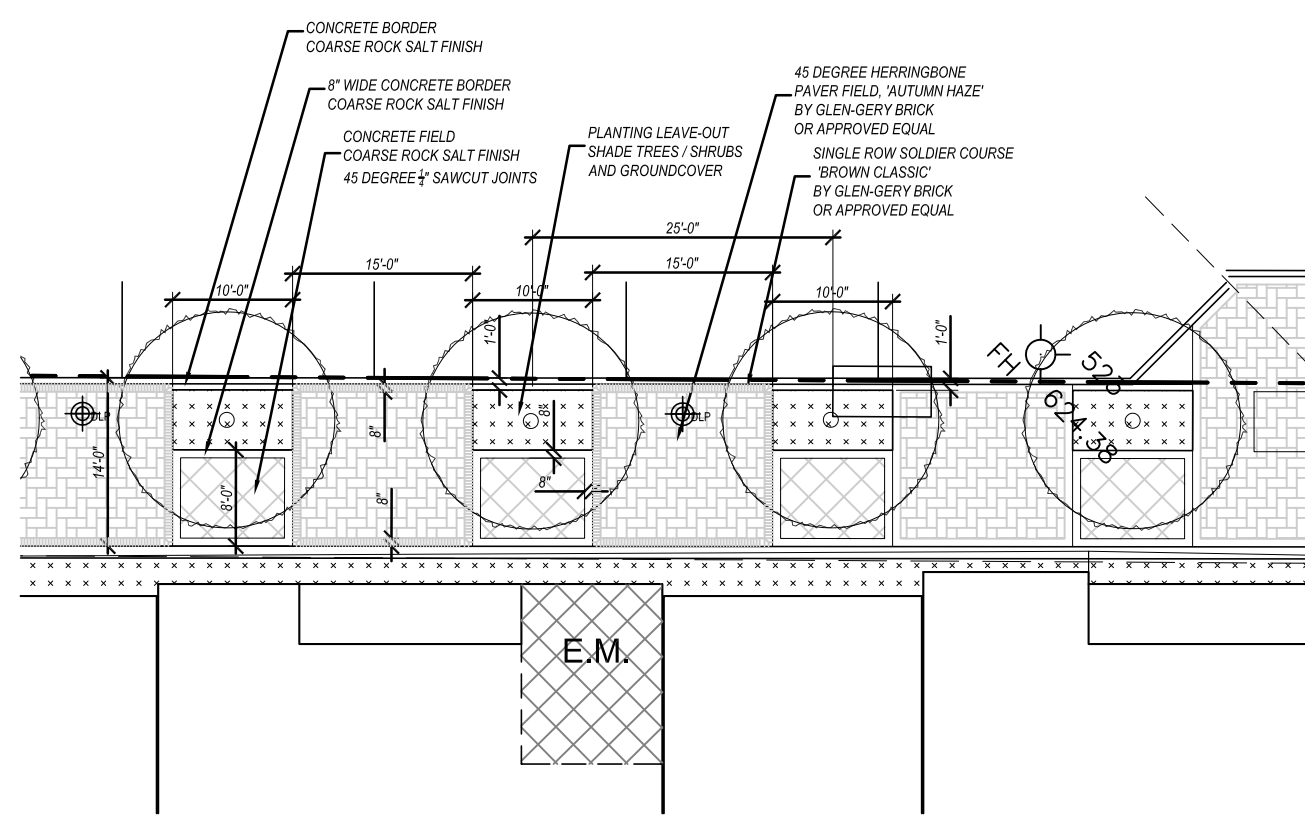
01 QUORUM DRIVE
SCALE: 1" = 16'-0"



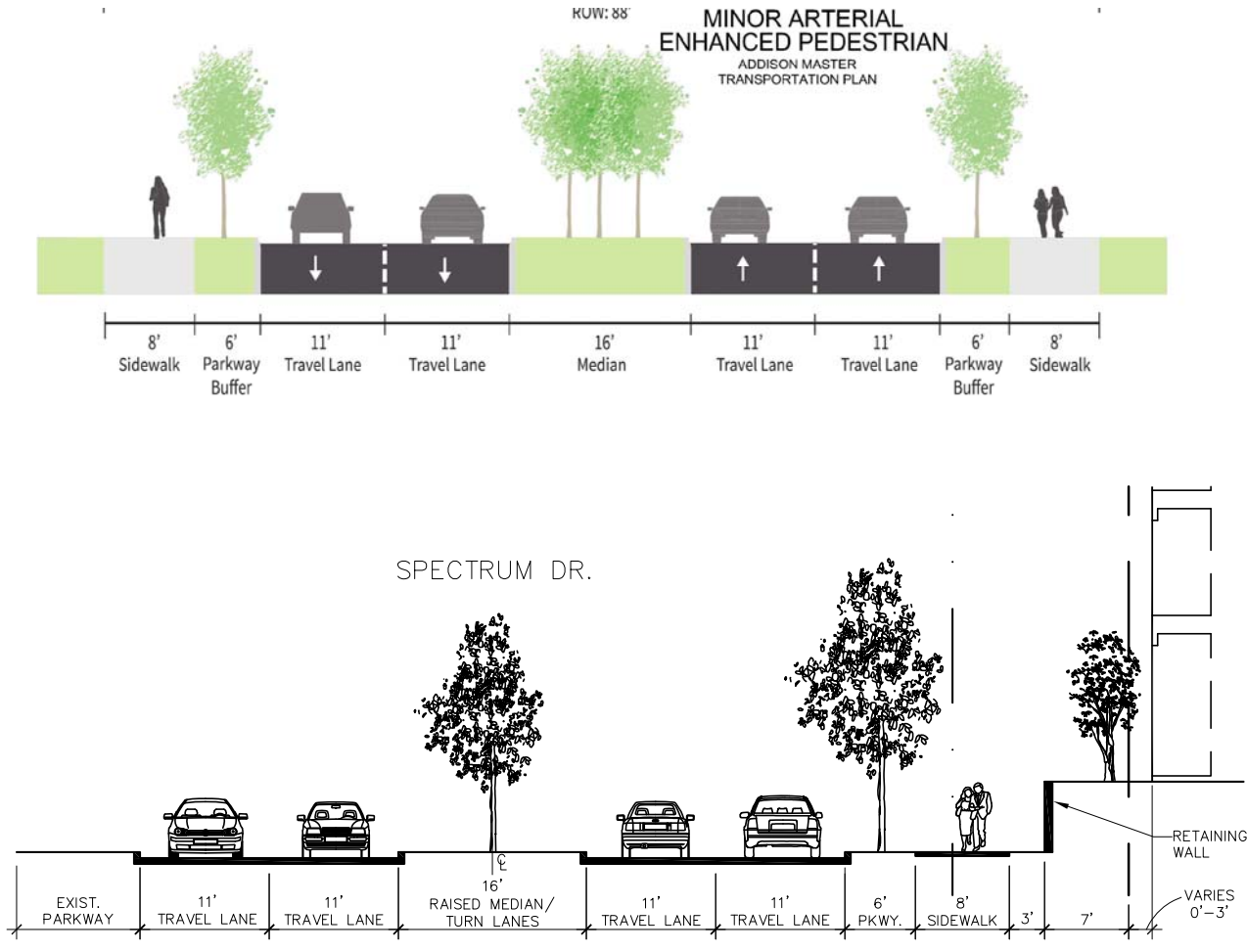
A QUORUM DR. STREETSCAPE
SCALE: 1" = 16'-0"



02 EDWIN LEWIS DRIVE
SCALE: 1" = 16'-0"



B EDWIN LEWIS STREETSCAPE
SCALE: 1" = 16'-0"



03 SPECTRUM DRIVE
SCALE: 1" = 16'-0"

STREETSCAPE EXAMPLE AT IDA CLAIRE



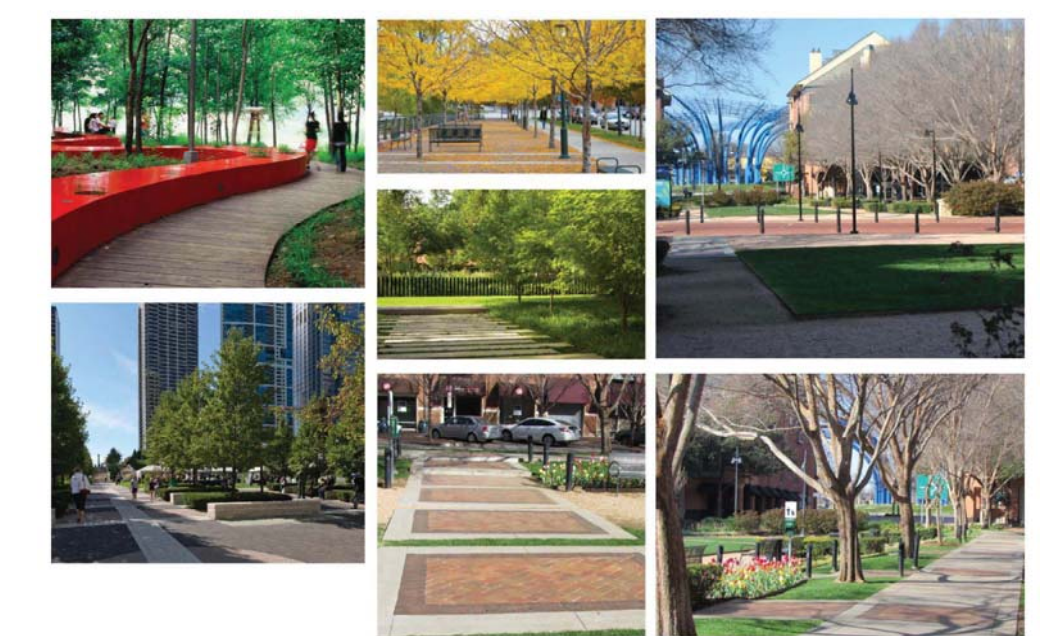
SCULPTURE IMAGERY



CONCEPTUAL BUS STOP IMAGE

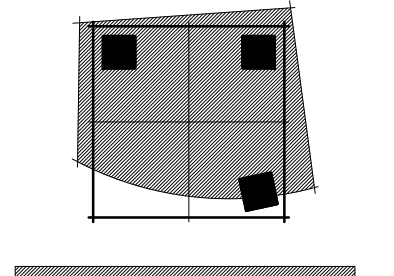


CONNECTIVITY



AMLI ADDISON
ADDISON, TEXAS

Hensley Lamkin Rachel, Inc.
ARCHITECTURE AND PLANNING
14881 QUORUM DRIVE
DALLAS, TEXAS
PH 972 726-9400
SUITE 550
75254
FAX 972 726-9401



BRIAN D. ADAMS, RLA
TX LICENSE NO. 1761
PRELIMINARY DRAWING

NOT FOR CONSTRUCTION
NOT FOR GOVERNMENTAL REVIEW

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PROJECT MGR: BDA
DRAWN BY: BDA
CHECKED BY:
ZONING SUBMITTAL 12/09/16
ZONING RE-SUBMITTAL 01/06/17

REVISIONS

CLP.2
ZONING SITE PLAN

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0549
Email smr@smr-ls.com

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CREATING PLANNED DEVELOPMENT DISTRICT _____ BASED ON URBAN CENTER DISTRICT REGULATIONS WITH MODIFIED DEVELOPMENT STANDARDS LOCATED AT 5015 SPECTRUM DRIVE; PROVIDING FOR APPROVAL OF A DEVELOPMENT PLAN FOR A MAXIMUM OF 349 MULTIFAMILY RESIDENTIAL UNITS AND APPROXIMATELY 5,500 SQUARE FEET OF FUTURE RETAIL SPACE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is a home rule municipality having full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

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

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

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

Section 2. Planned Development District _____ is hereby established for the 4.97348 acres of property located at 5015 Spectrum Drive and more specifically described in **Exhibit A** attached hereto and incorporated herein (the “Property”), in accordance with all UC, Urban Center, district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following special conditions:

- A. The multifamily units shall be constructed as follows:
 - 1. The entire multifamily building and parking garage shall be LEED certified;
 - 2. There will be no linoleum or Formica surfaces in the units;
 - 3. All units shall be equipped with energy efficient appliances;
 - 4. All countertops must be granite, stone or better material.

Section 3. The property shall be improved in accordance with the development plans attached hereto as **Exhibit B** and made hereof for all purposes.

Section 4. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 5. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 6. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 7. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 14th day of February, 2017.

Todd Meier, Mayor

ATTEST:

Laura Bell, City Secretary

CASE NO: 1753-Z/AMLI Addison

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON:

Ordinance No. _____

EXHIBIT B

Being a tract or parcel of land out of the G. W. Fisher Survey, Abstract No. 482 and being known as park of Block 3 of Quorum North, an addition to the City of Addison, Texas according to the map thereof recorded in Volume 80005, Page 1768 of the Map Records of Dallas County, Texas and being more particularly described as follows:

Beginning at a point in the South line of Arapaho Road (variable R.O.W.), said point being North 89 degrees 56 minutes 04 seconds East, 10.0 feet from the intersection of said line of Arapaho Road with the East line of Quorum Drive (70' R.O.W.), an iron rod for corner;

Thence North 89 degrees 56 minutes 04 seconds East along said line of Arapaho Road, a distance of 360.00 feet to the intersection of said line with the West line of Spectrum Drive (80' R.O.W.), an iron rod for corner;

Thence South 00 degrees 25 minutes 00 seconds East along said line of Spectrum Drive, a distance of 335.65 feet to the beginning of a curve to the left having a central angle of 28 degrees 47 minutes 50 second, a radius of 415.19 feet and a tangent length of 106.59 feet, an iron rod for corner;

Thence along said line of Spectrum Drive and said Curve to the left, an arc length of 208.68 feet to an iron rod for corner;

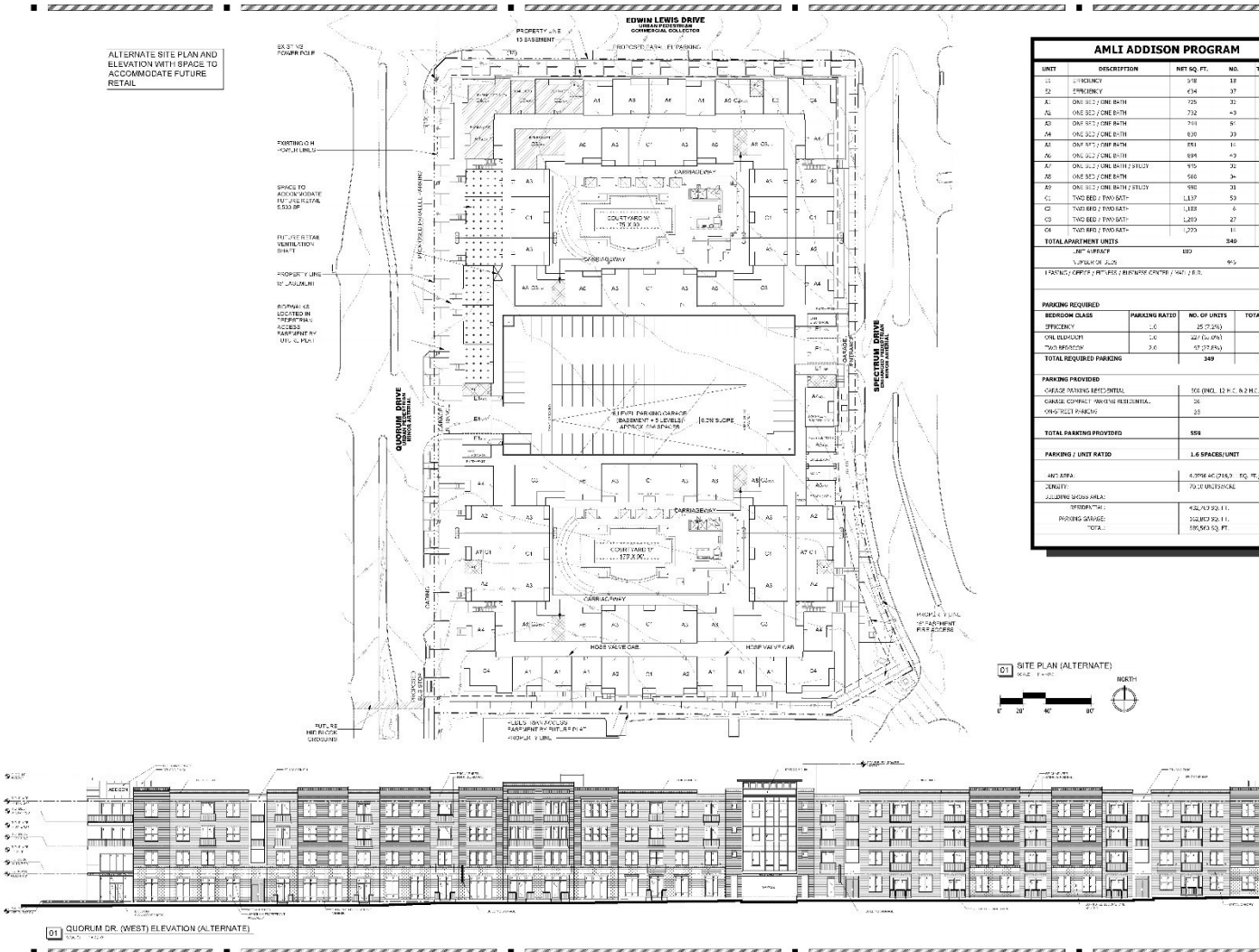
Thence South 60 degrees 47 minutes 10 seconds West, a distance of 81.42 feet to an iron rod for corner;

Thence South 89 degrees 56 minutes 00 seconds West, a distance of 350.00 feet to a point in the East line of Quorum Drive; an iron rod for corner;

Thence North 00 degrees 25 minutes 00 seconds West along said line of Quorum Drive, a distance of 565.00 feet to an iron rod for corner;

Thence North 44 degrees 46 minutes 00 seconds East, a distance of 14.10 feet to the Point of Beginning and containing 216,645 square feet or 4.97348 acres of land.

EXHIBIT B



01 QUORUM DR. (WEST) ELEVATION (ALTERNATE)

EXHIBIT B



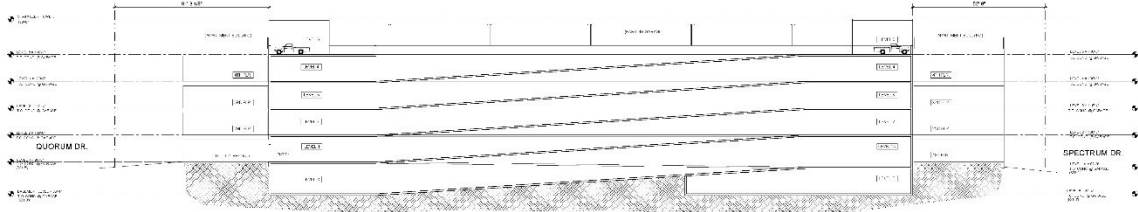
02 EDWIN LEWIS DR. (NORTH) ELEVATION
100% RENDERING: M. BLIKER
100% STUCCO FINISH MATERIAL



01 QUORUM DR. (WEST) ELEVATION
100% RENDERING: M. BLIKER
100% STUCCO FINISH MATERIAL

FACADE CHANGES ON THE GROUND FLOOR CAN BE APPROVED ADMINISTRATIVELY BY ZONING ADMINISTRATOR

EXHIBIT B



00 SECTION AT GARAGE



02 SOUTH ELEVATION



01 SPECTRUM DR. (EAST) ELEVATION

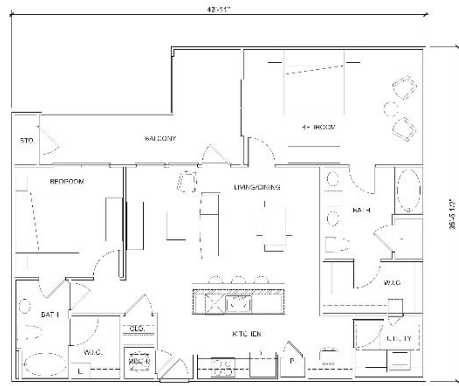
EXHIBIT B



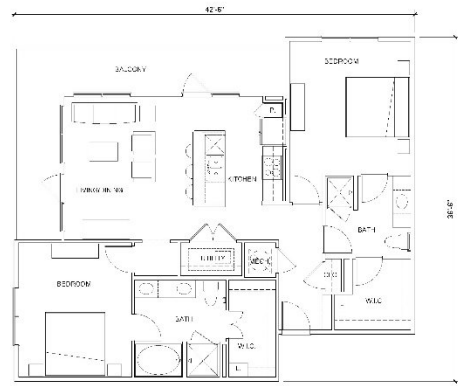
EXHIBIT B



EXHIBIT B

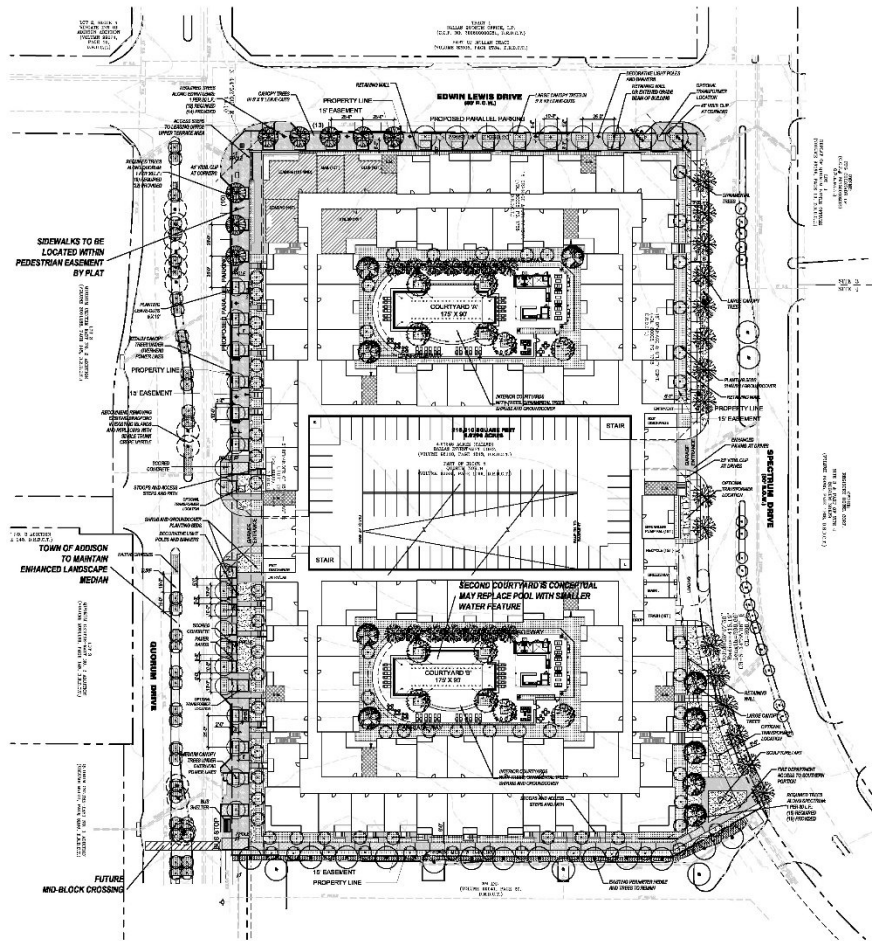


01 UNIT 03
36'-5 1/2" x 42'-11" 2019.17



02 UNIT 04
36'-5" x 42'-5" 1307.17

EXHIBIT B



TOWN OF ADDISON LANDSCAPE NOTES

1. Plants shall conform to the measurements specified in the plant schedule.
2. Caliper measurements shall be taken at 100 inches above grade for trees with four calipers and 120 inches above grade for trees with three or six calipers.
3. Minimum planting height for all shrubs shall be 30 inches. Minimum size for shrubs shall be 10" four inches in diameter, 10 to 12 feet in height. The maximum height shall not exceed 10 feet. Tree heights shall be from top of root ball to normal top of canopy. The spread shall be to widest outer stem of the tree, not to the outer drip line. Trees shall be healthy, vigorous, well-branched, well-proportioned with symmetrical canopy. They shall be free of any structural damage such as cracks, stem rot, decay, or other defects. They shall be free of any other pests or diseases. The Town of Addison will specify tree species and quantities to be planted for the project. The Contractor shall provide all labor and materials for the trees. The Contractor shall be responsible for the maintenance of the trees for one year.
4. Minimum size for large trees shall be 18" six inches in diameter. Other minimum planting height shall be eight feet to eight feet in height.
5. Minimum size for evergreen trees shall be eight feet to ten feet in height.
6. Minimum size for shrubs shall be 10" four inches in diameter. The height of the shrub shall be eight feet to ten feet in height. The spread shall be to widest outer stem of the shrub, not to the outer drip line.
7. Minimum size for plants shall be 10" four inches in diameter. The height of the plant shall be eight feet to ten feet in height. The spread shall be to widest outer stem of the plant, not to the outer drip line.

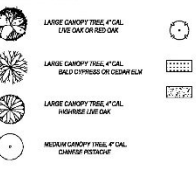
LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site information and notify the Town of Addison of any discrepancies. Survey data of existing conditions shall be provided to the Town.
2. Contractor shall verify all existing underground utilities and notify the Town of Addison of any discrepancies. Contractor shall excavate and install any missing underground utilities.
3. Contractor is responsible for obtaining all required permits and utility marks.
4. Contractor to provide a minimum 20% slope away from all structures.
5. All planting beds and lawn areas to be prepared by site grading. No area to be excavated or filled with soil.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include soil and base amendments.
7. All trees to be 2" DBH (2" Diameter), unless otherwise noted on the drawings.

Town of Addison Landscape Ordinance Calculator

Plant Species	Quantity	DBH (in)	Height (ft)	Spread (ft)	Notes
Large Canopy Tree	10	18"	10'	10'	
Medium Canopy Tree	20	10"	8'	8'	
Small Canopy Tree	30	6"	6'	6'	
Large Shrub	40	10"	6'	6'	
Medium Shrub	60	6"	4'	4'	
Small Shrub	80	4"	3'	3'	
Large Evergreen	10	18"	10'	10'	
Medium Evergreen	20	10"	8'	8'	
Small Evergreen	30	6"	6'	6'	
Large Flowering	10	18"	10'	10'	
Medium Flowering	20	10"	8'	8'	
Small Flowering	30	6"	6'	6'	

GRAPHIC PLANT LEGEND



01 CONCEPT LANDSCAPE

SCALE: 1" = 40'-0"

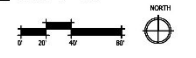
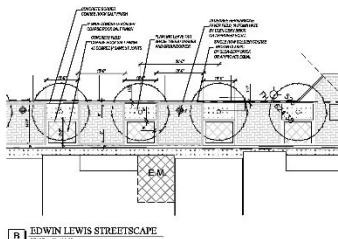
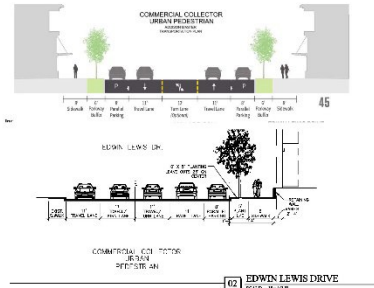
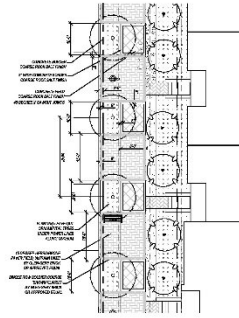
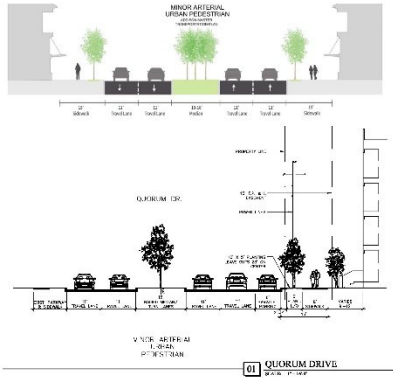


EXHIBIT B



SCULPTURE IMAGERY



CONCEPTUAL BUS STOP IMAGE



CONNECTIVITY



Work Session and Regular Meeting**Meeting Date:** 02/14/2017**Department:** Finance

AGENDA CAPTION:

Present, Discuss, And Consider Action On A **Resolution Approving A Municipal Court Collection Services Agreement With Municipal Services And Authorizing The City Manager To Execute The Agreement.**

BACKGROUND:

The purpose of this item is to enter into a contract with Municipal Services Bureau for collections of outstanding municipal court collections. The Town of Addison has outstanding municipal court warrants dating as far back as 2009. When a citation is issued, the defendant is given a due date to appear before the Municipal Court Judge to hear their case. If the defendant does not show up for their appearance and no attempt to communicate with the Court is made, a warrant is issued after 30 days. Once the warrant is issued, the Court will attempt to contact the defendant directly using a Town representative and an automated phone call system. If no resolution is made, the Town participates in the region's annual warrant round-up for outstanding warrants. The Town is looking to establish a process to increase outstanding court collections prior to the warrant round-up.

Article 103.0031 of the State of Texas Code of Criminal Procedure gives municipalities the option of contracting with an outside third party agency to resolve the outstanding court collections more than 60 days old. The agency collects an add-on 30 percent. Pursuant to article 103.0031 and to limit the Town's exposure with outstanding court collections, we posted a Request For Proposal (RFP) using Bidsync in early Fall 2016 to find the best value firm to represent the Town in the collections of court services.

The scope of services consists of eight attempts to make contact with a defendant in a 180-day period through a rotating telephone and letter cycle, monthly reporting and reconciliation. The collection agency shall make no contact in person with the defendant and all payments will be made directly to the Town.

Three responses to our RFP were received. Each proposal was evaluated by a committee consisting of Town staff using a predetermined set of evaluation criteria. Responses were received from:

- Municipal Services Bureau
- McCreary Veselka Bragg & Allen
- Linebarger Goggan Blair & Sampson.

Municipal Services Bureau has been determined to have the best value based on the evaluation criteria. Staff reviewed their references and found them to be capable of providing this service. Staff is recommending contract award with an initial two year term and six options for annual renewal.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - Court Collections

Resolution - Municipal Services Bureau Agreement



Court Collection Services

February 2017

Background

- The Town is looking to establish a process to increase outstanding court collections prior to warrant round-up
- The Town of Addison has outstanding municipal court warrants in the amount of \$795,827 dating as far back as 2009
- When a citation is issued the defendant is given a due date to appear before the Municipal Court Judge to hear their case



Background

- If the defendant does not show up for their appearance and no attempt to communicate with the Court is made in 30 days, a warrant is issued for the defendant
- Once the warrant is issued, the Court will attempt to make direct contact and use an automated phone call system
- If no resolution is made, the outstanding warrant will be included in the region's annual warrant round-up



Current Collections Process

Event Occurs

Defendant given due/court date

No response from defendant in 30 days

Warrant Issued

Automated system calls (3)
Town Contact via phone

Defendant pay Town directly (in person or online)

Annual Warrant Round-Up



Scope of Services

- **After 60 days professional collection agency attempt to contact defendant in a 180-day period through telephone and letter**
- **Phone calls 8:00am-9:00pm only**
- **Collection agency shall make no contact in person with defendants**
- **Payments made directly to Town**
- **Monthly reporting**
- **Monthly reconciliation**



Request for Proposal

- Advertise
- Historically Underutilized Businesses (HUBs)
- Publicly post solicitation
- Received three (3) responses:
 - Municipal Services Bureau
 - McCreary Veselka Bragg & Allen
 - Linebarger Goggan Blair & Sampson

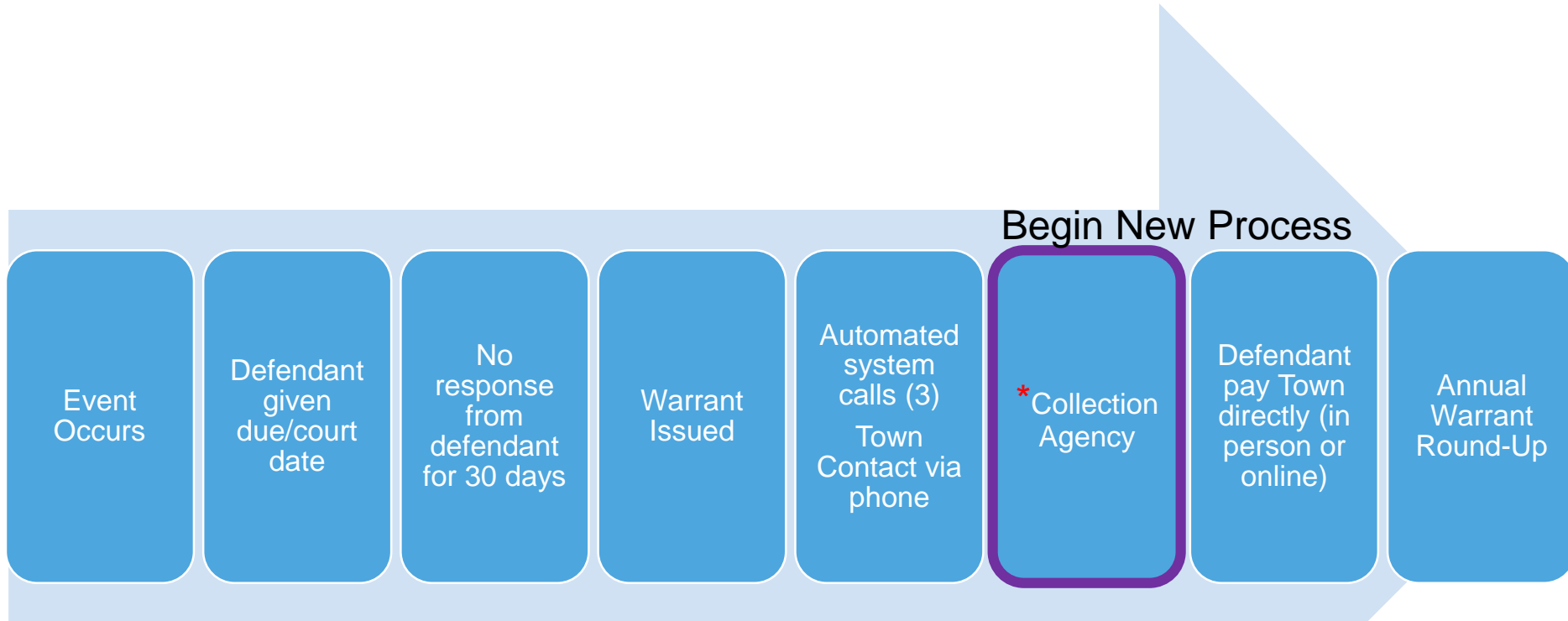


Review Process

- Evaluation Committee
 - Specific scoring criteria outlined in the RFP
- Reference Check
 - References on recommended firm
- Finance Committee
 - Presentation



New Collections Process



*After 60 days, warrant information is sent to collection agency

*Agency will attempt to contact defendant at least eight times in a 180-day period through a rotating telephone and letter cycle



Contract Terms

- Two year initial term with renewals
 - Can be terminated by either party with 30 days notice
- Agency collects 30%
 - As allowed by Article 103.0031 of the Texas Code of Criminal Procedure
- Agency does not collect on non-cash transactions
 - Time served, community service, dismissal, etc.
- Required to provide monthly reports
- Funds will be collected directly by the Town
- Collection agency will attempt to contact the defendant at least eight (8) times in a 180-day period through a rotating telephone and letter cycle





Questions?

Results

Maximum Points	Maximum Points	Maximum Points	Maximum Points	Maximum Points	Maximum Points	Maximum Points	Total
Yes/No	35	20	20	10	10	5	Yes/100

Vendor Name	*Mandatory	Qualification #1	Qualification #2	Qualification #3	Qualification #4	Qualification #5	Qualification #6	Total
MSB Government Services	Yes	32	20	20	10	10	0	92
McCreary Veselka Bragg & Allen	Yes	30	15	20	3	3	0	71
Linebarger Goggan Blair & Sampson	Yes	25	10	20	5	5	5	70

*Mandatory minimum requirement: 100 Texas clients; 5 years collecting court fines

1. Vendor Qualifications & Effectiveness, maximum 35 points
2. Collection Processes & Procedures, maximum 20 points
3. References for Similar Engagements, maximum 20 points
4. Computer Network Compatibility, maximum 10 points
5. Reporting Capabilities, maximum 10 points
6. Prior positive experience with the Town, maximum 5 points



TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A MUNICIPAL COURT COLLECTION SERVICES AGREEMENT BETWEEN TOWN OF ADDISON AND GILA D/B/A MUNICIPAL SERVICES BUREAU FOR MUNICIPAL COURT COLLECTION SERVICES, 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 Municipal Court Collection Services Agreement between the Town of Addison and Gila d/b/a Municipal Services Bureau for municipal court collection services, 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 14th day of February, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

STATE OF TEXAS §
 § MUNICIPAL COURT COLLECTION
COUNTY OF DALLAS § SERVICES AGREEMENT

This Agreement is made and entered into by and between Gila d/b/a Municipal Services Bureau, a Texas limited liability company (“MSB”), and the Town of Addison, Texas (the “Town”), acting by and through their authorized representatives (“Agreement”).

WHEREAS, the Town put out Request for Proposal No.17-64 for municipal court collection services; and

WHEREAS, MSB submitted a Response to RFP No. 17-64; and

WHEREAS, the Town desires to engage MSB for Municipal Court Collection Services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

Article I
Term

1.1 The initial term of this Agreement shall be for a **two (2) year period** commencing on **March 1, 2017** (the “Effective Date”). The Town shall have the option to extend the term of this Agreement for **six (6) additional one-year periods**. After the initial term, this Agreement shall automatically renew for successive periods of one (1) year, each under the terms and conditions stated herein, unless either party gives prior notice of termination as provided herein.

1.2 The Town has the option to terminate this Agreement during the first six (6) months of the initial term if MSB does not perform the Agreement to the Town's satisfaction. Thereafter, either party may terminate this Agreement by giving the other party thirty (30) days prior written notice, for any reason or no reason. Upon termination, MSB shall have an additional thirty (30) days to collect the then outstanding billings.

Article II
Contract Documents

2.1 Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

- A. This Agreement;
- B. The Town's Request for Proposal No.17-64; and
- C. MSB's Response to RFP No. 17-64

Article III
MSB's Responsibilities

3.1 Scope of Services. MSB shall provide the services specifically set forth in Exhibit "A".

3.2 Contact. MSB shall mail notices, telephone or otherwise contact persons, corporations and other legal entities that have pending arrest warrants issued by the Town Municipal Court Judge for failure to appear or for judgments rendered by the Addison Municipal Court and mail notices, telephone or otherwise contact persons, corporations or other legal entities that have criminal cases pending before the Addison Municipal Court for which judgment has not been entered (collectively referred to as "Defendants") in order to attempt to notify Defendants of their obligation with the Town. The purpose of the contact is to offer Defendants the opportunity to resolve their obligation voluntarily before the Town contemplates further action. The Town will provide the name and last known address of the Defendants, all information regarding the date(s) of the alleged violation(s), the date judgment was entered against the Defendants or the date the citation was filed, and the amount of any such fine(s). When appropriate, MSB will attempt to locate Defendants when the last known address is invalid. MSB will attempt to contact the Defendant at least eight (8) times in a 180-day period through a rotating telephone and letter cycle. The Town shall approve any form letter sent pursuant to this Agreement.

3.3 Contact Information. MSB will rely completely on the Town to provide correct information about the Defendants' existing cases and, specifically, about any monetary amount in question; and, the Town will immediately update and correct any information it has provided to MSB. In particular, the Town will immediately notify MSB of any payment or other satisfaction of a judgment made directly to the Town or any other action affecting the amount or timing of monies owed by the Defendants to the Town. MSB will return information on cases submitted for collection including all information developed by MSB regarding the Defendants' whereabouts, as requested by the Town.

3.4 Accounts Returned. MSB shall, subject to termination, have a minimum of 180 days to contact each Defendant referred to MSB. Such time period shall commence the first day of the following month in which the account was referred to MSB. Upon written request by the Town, MSB shall cease contact with any specific Defendant identified in the request. Subject to termination, for records retention, MSB shall retain an account for collection for a Defendant referred to MSB for a maximum of six (6) years.

3.5 Defendants Referred to the Town. MSB shall refer Defendants, who desire to resolve their respective judgment or obligation to the Addison Municipal Court by a means other than by payment of the outstanding monetary amount, to a person designated by the Town to respond to such Defendants.

3.6 Access to Contractor's System. The Town may request and be granted the ability to review Town cases in MSB's system at any time. System access would include complete account information and collection activity, including a thorough history of all written and verbal contacts and detailed payment information and is available via a terminal session through a web interface.

3.7 Confidentiality. All information supplied by the Town to MSB shall be kept confidential and not disclosed to parties other than employees of MSB on a need-to-know basis for the purpose of contract performance and to the Defendants. MSB shall not disclose a social security number, driver's license number or any other information deemed confidential by the Town to anyone other than the Defendant or any individual or company used for the purpose of contract performance. Town will notify MSB of additional information deemed confidential, as appropriate.

3.8 Reporting Requirements. MSB shall provide monthly management reports. The reports shall include monthly activity as of the last day of a reporting month and shall be forwarded to the Town by the 5th working day of the month following the end of the reporting month. The required monthly reports shall be delivered electronically to the Town of Addison Municipal Court Administrator in a PDF file that can be printed on 8.5" x 11" paper. At minimum, the reports shall consist of the following reports:

- 1) History Analysis Report (Batch Summary),
- 2) Spindown Report,
- 3) Collections Data Summary Report,
- 4) Aged Receivables Report, and
- 5) Monthly Activity Reports (Monthly Submission, Payments, Call Volume, Mail Volume).

MSB must reconcile with the Court's software. Nothing herein prevents the Town from receiving additional reports from time to time as requested and as can be reasonably provided to the Town by MSB.

3.9 Verification of Defendant's Motor Vehicle Financial Responsibility Proof. Town will provide MSB with a daily listing of cases needing verification of financial responsibility (insurance) for the date and time a citation was issued to a Defendant. Town will provide a copy image of the proof filed by the Defendant along with sufficient information about the vehicle and date of offense to assist MSB with the verification process. MSB shall promptly verify each case by contacting the appropriate motor vehicle insurance provider to verify coverage and provide a report stating the outcome of the verification process and the status of said motor vehicle insurance coverage. Verification should be completed within 2 business days and not later than 3 business days from the date the insurance information is received.

Article IV Commissions on Fines Collected

4.1 Basic Commission Rate. MSB will be paid a collection fee in accordance with Article 103.0031 of the Texas Code of Criminal Procedure, as amended, whereby the Town will add a collection fee in the amount of thirty percent (30%) to each debt, accounts receivable or amount due that is more than sixty (60) days past due including (1) each unresolved case not issued for warrant and (2) each case in which a Capias Pro Fine Warrant or Arrest Warrant has been issued and each has been referred by the Town to MSB for collection. The Town may recall at any time, in its sole discretion, any case referred to MSB for collection and MSB will not be entitled to any fee for any money collected after the case has been recalled. MSB will not receive credit, or fee for non-cash credits.

4.2 Notification of Collections. MSB shall instruct all Defendants to forward all payments directly to the Town. In the event MSB inadvertently receives a payment from a Defendant, MSB shall immediately forward said payment directly to the Town. MSB shall not endorse, deposit or cash any payments received from any Defendants. MSB shall, on or before the fifteenth (15th) day of each calendar month, provide the Town a detailed report to identify all Defendants known to have their judgments or obligations resolved during the prior calendar month with an invoice for MSB's fee for such calendar month. The Town agrees to promptly review the report and invoice, and forward payment to MSB within thirty (30) days after verification of the report and invoice. MSB makes no warranties or representations, expressed or implied, about the amount of funds that will be collected, and MSB shall have no liability for any amounts uncollected. The only liability of MSB shall be to forward any funds collected to the Town.

Article V Insurance

During the term hereof MSB shall maintain in full force and effect the insurance requirements as specified in Exhibit "A".

Article VI Miscellaneous Provisions

6.1 Fiscal Funding. The Town of Addison is a home rule municipal corporation operated and funded on an October 1st to September 30th fiscal year. In the event that the Town Council of the Town of does not approve the appropriation of funds for this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

6.2 Indemnification. MSB AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY MSB UNDER THIS AGREEMENT, EXCEPT, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE TOWN, ITS OFFICERS, AGENTS, OR EMPLOYEES, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF MSB AND THE TOWN, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

6.3 Independent Contractor. It is understood and agreed by and between the parties that MSB in satisfying the conditions of this Agreement, is acting independently, and that the Town assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by MSB pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Town. MSB shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. The Town and MSB understand that MSB shall not be entitled to life or health insurance, sick leave, vacation, longevity or other employee benefits, such as participation in the Texas Municipal Retirement System, which may be afforded to employees of the Town. The Town and MSB agree that MSB shall be liable for any income taxes or FICA due to the Federal or State Government. It is understood and agreed that MSB shall provide its own tools, equipment, supplies, and uniforms and that MSB is allowed to perform work for others.

6.4 Entire Agreement. This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

6.5 Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by MSB without the prior written consent of the Town. In the event of an assignment by MSB to which the Town has consented, the assignee shall agree in writing to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

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

6.7 Governing Law. The laws of the State of Texas shall govern this Agreement; and, venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may be amended by the mutual Agreement of the parties to it, in writing to be attached to and incorporated in this Agreement.

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

6.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.11 Recitals. The recitals to this Agreement are incorporated herein.

6.12 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below,

or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

Notice to MSB:

Bruce Cummings, CEO
Municipal Services Bureau
8325 Tuscany Way, Bldg 4
Austin, Texas 78754

Notice to Town:

Paula Dale, Municipal Court Administrator
Town of Addison Municipal Court
4799 Airport Parkway
Addison, Texas 75001

With Copy to Town Attorney:

Brenda McDonald
Messer, Rockefeller and Fort, PLLC
6351 Preston Road, Suite 350
Frisco, Texas 75034

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

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

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

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

TOWN OF ADDISON, TEXAS

**GILA D/B/A MUNICIPAL SERVICES
BUREAU**

Wesley S. Pierson, City Manager

Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT A

- A. The Town's Request for Proposal No. 16-154; and
- B. MSB's Response to RFP No. 16-154 (available to review on file with the Town's Purchasing Office)

Solicitation 16-154

Court Collection Services

Bid Designation: Public

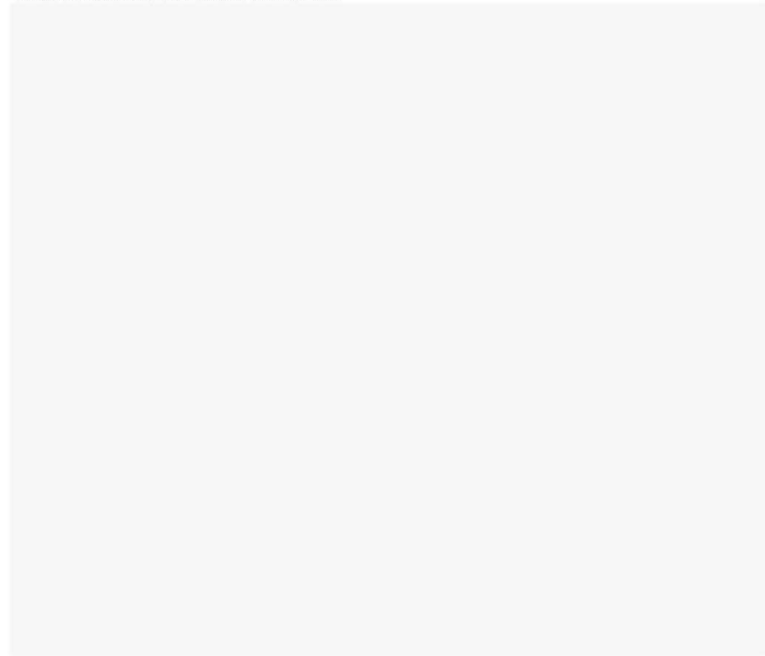


Town of Addison

Bid 16-154
Court Collection Services

Bid Number	16-154
Bid Title	Court Collection Services
Bid Start Date	Aug 25, 2016 10:56:59 AM CDT
Bid End Date	Sep 22, 2016 2:00:00 PM CDT
Question & Answer End Date	Sep 19, 2016 12:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager

Description
*EMAIL AND FAX SUBMITTALS WILL NOT BE ACCEPTED.





**REQUEST FOR PROPOSAL 16-154
COURT COLLECTION SERVICES**

SUBMISSION:

All Sealed Proposals (bids/proposals) should include all documents as required. RFP submittals shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below. Submit one (1) original, two (2) copies and one (1) electronic version (thumb drive preferred).

FACSIMILE OR EMAIL TRANSMITTALS WILL NOT BE ACCEPTED.

Submission of Proposals:

RFP packet may be viewed electronically via <http://www.bidsync.com>

Mail/hand-deliver to: 5350 Beltline Road
Finance Department
Dallas, Texas 75254
Proposal: #16-154
Closing: 2:00 P.M., Sept. 22, 2016 Local Time
Label Envelope: "RFP 16-154: Court Collection Services"

CLOSING:

ALL RESPONSES MUST BE RECEIVED IN TOWN OF ADDISON FINANCE OFFICE BEFORE PROPOSAL CLOSING DATE AND TIME – NO EXCEPTIONS.

LATE PROPOSALS:

Proposals/bids received in the Finance Office after submission deadline will be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Finance Office shall be the official time of receipt. The Town of Addison reserves the right to reject any and all proposals and to waive any informality in the proposals received.

QUESTIONS:

Any questions, Technical and/or Non-Technical pertaining to this RFP must be submitted through www.bidsync.com. The deadline to ask questions is September 19, 2016 at 12:00 P.M. local time.

Note: The data will be provided to the vendor in the Addison Format.

It is the vendor's responsibility to assure compatibility of the Court's data files and transmittal medium to the vendor's database (Addison uses Incode).

3. The Court will provide the vendor with a list of delinquent cases. Cases will be at least sixty days old when referred for outside collection. Subsequent delinquent account files will be issued recurring on either a monthly, daily or weekly basis. The vendor will process all accounts for a mutually agreed upon period.
- B. The vendor will be required to make a minimum of three (3) follow-up contacts for each person listed as a delinquent account.
1. The vendor shall make at least two (2) written contacts via postal service. The format and language of all written correspondence must be pre-approved by the Court. All costs associated with all collection efforts shall be paid by the vendor.
 2. If a telephone number is known, the vendor shall attempt at least one (1) telephone contact with each defendant. All costs associated with telephone contact shall be paid by the vendor.
 3. All written and/or telephone contact shall cease immediately upon case closure. Case closure may be due to: Court dismissal; payment of fines/costs; time served; expiration of allocated collection time; termination of contract.
 4. **Under no circumstances shall the vendor make contact with the defendant in person.**
- C. In all written and telephone correspondence, the vendor shall instruct the defendant to make payment to Town of Addison Municipal Court via the Court's website, by phone, by mail or in person.
- D. Additional written and/or telephone correspondence may be made at the vendor's discretion. **Telephone contact attempts shall be strictly limited to between the hours of 8:00 a.m. and 9:00 p.m. central time.**
- E. The Court and the vendor will jointly review and reconcile cases on a monthly basis for which payment is due to the vendor.
1. In accordance with applicable Texas State Law, the Town may add thirty percent (30%) to the total amount due in certain cases that are more than sixty days past due and referred for collection. The Town may, at its sole discretion, instruct vendor to add the 30% fee upon receipt of case information. It is at the Town's sole discretion as to which defendant accounts are subject to the 30% fee.

2. No payments will be made to the vendor for persons arrested by Law Enforcement Agencies prior to the Court's receipt of a voluntary payment, or for a case which is subsequently dismissed, or for which no money is actually received by the Court.
 3. The 30% fee does not apply to cases disposed of by non-cash transactions such as time served, community service, dismissal, etc.
 4. The 30% fee will be prorated on all partial payments.
- F. The Court may recall at anytime from the vendor a warrant previously referred for collections when, in the opinion of the Court, the best interest will be served by recalling the warrant.
- G. **The vendor shall exercise due diligence, reasonable and ethical practices and employ only lawful means to facilitate the collection all accounts/warrants.**

IV. INFORMATION TO BE PROVIDED BY THE VENDOR

In order to simplify the review process and obtain the maximum degree of comparison between firms, please submit your proposal according to the following outline:

- A. Letter of Transmittal (limit to two (2) pages). Be specific about the firm's collection expertise as it relates to Texas courts.
1. Briefly state the vendor's understanding of the work to be accomplished and make a commitment to perform the work in the required time frames stated in the proposal.
 2. State the names of the person(s) who will be authorized to make representations for the vendor, their titles, addresses and telephone numbers.
 3. State that the person(s) signing the letter has been authorized to bind the vendor.
- B. Vendor's Qualifications
1. State the location of the office that will have primary responsibility for the Collections Services performed under this contract as well as the number of professional staff employed at that office.
 2. Describe the range of activities performed by the firm.
 3. State the vendor's experience as it applies to the collections of delinquent warrants. Specifically list all courts for which the vendor currently provides collection.

4. State if any conflicts of interest exist in representing the Town of Addison Municipal Court.
5. State whether the vendor or any of its principals have been disbarred or suspended from contracting with any public entity.
6. Have you or any member of your firm or company been involved in any claim or litigation involving collection practices in the past ten years? If so, please explain.
7. List three references from current court clients (required).
8. Provide a detailed implementation timeline.

C. Collections Procedures

1. Provide a summary of collection activities proposed to collect the Court's warrants, i.e. collection letters, telephone contacts, skip trace techniques, daytime and evening collection staff, payment options, etc.
2. Detail vendor's payment processing services.
2. State the vendor's methodology for handling customers' questions and problems.
3. State the vendor's methodology for handling non-English speaking customers.
4. List a contact name and number for complaints.

D. Collection Notices

1. Provide examples of all written collection notices to be mailed.
2. Provide a copy of telephone collector's guide and training material.

E. Computer Network

1. State a brief description of the computer system used and it's updated capabilities.
2. State whether terminal access will be made available for on-line inquiry.
3. Identify the form and frequency of data transfer both to and from the vendor.
4. Describe the vendor's ability to maintain records of placements, collections,

recovery and producing reports, and billing for an unlimited number of clients and debtors, and describe backup capabilities.

5. Detail vendor's Disaster Recovery Plan.

F. Management Reports

1. The vendor should acknowledge the need for a cooperative effort and open communications between the vendor and the Court. The frequency of reporting and the content of data transmitted to the Court should be identified.
2. It is agreed that the vendor shall maintain and make available for inspection, audit and/or reproduction any authorized representative of the Court or any external auditor representing the Court — books, documents, and other relevant information pertaining to the collections carried out for the Court and the expenses of this contract.
3. Include examples of reports.

G. Fee Structure

The fee structure will be expressed as a percentage (%) of actual monies received.

V. PROPOSAL CONTENTS

All proposals submitted must include the following:

- A. All criteria outlined in Section IV
- B. Evidence of financial stability

VI. EVALUATION OF PROPOSALS

A. Proposals will be evaluated using the following criteria.

1. Mandatory Minimum Requirements:
 - 100 Texas court clients
 - A minimum of five years of collecting court fines
2. Vendor qualifications:
 - Total number of court clients
 - Experience in collecting court fines

- Experience with clients with similar volume of cases
- Three court references are required
- Experience and stability of key staff members
- Collection techniques utilized

3. Collection Procedures:

- Collection efforts proposed
- Procedures for letter sending
- Telephone calls and skip tracing
- Collection time period
- Payment handling
- Implementing work plan and timetable
- Communicating with non-English speaking clients

4. Collection Notices:

- Customer service methodology of contacts and notices -- handling customer's questions/problems. Example: letters, telephone transcripts, etc.
- Adequacy and sophistication of telephone resources

5. Computer Network:

- Adequacy and sophistication of Data Processing Resources
- Data transfer procedures
- On-line inquiry capabilities. How often is data refreshed?
- Proposed methodology for data transfer to and from the Court data base

6. Management Reports:

- Reports provided to the Court
- Flexibility in meeting the Court's reporting needs

- Responses to Auditor inquiries and confirmation requests

The award of a Collection Services contract will be made to the vendor who is the most qualified. Fee structure for the collection services will be by separate negotiation based on statutory limits.

VII. EVALUATION RATING/POINT SYSTEM

- A. Vendor Qualifications and Effectiveness 35 points
- B. Collections Processes and Procedures 20 points
- C. References for Similar Engagements 20 points
- D. Computer Network Compatibility 10 points
- E. Reporting Capabilities 10 points
- F. Prior positive experience with the Town 5 points

TOTAL 100 points



Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; font-size: small;">Date</p>		

CITY OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

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

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

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.

2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

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

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

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

AGREEMENT

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

Project/Bid# _____
 Company: _____
 Printed Name: _____
 Signature: _____ Date: _____

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration 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, 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. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:

Town of Addison

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 731 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. **ELECTRONIC SIGNATURE—UNIFORM ELECTRONIC TRANSACTION ACT:** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. **FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. **PATENTS:** Seller agrees to **Indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. **VENUE:** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and 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.

24. **TERMINATION FOR CAUSE OR CONVENIENCE:** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. **FORCE MAJEURE:** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. **BAFO:** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. **PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION:** Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse**

Auctions ONLY, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison
5350 Beltline Road
Addison, TX 75001
Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Question and Answers for Bid #16-154 - Court Collection Services

Overall Bid Questions

There are no questions associated with this bid.

AI-2079

12.

Work Session and Regular Meeting

Meeting Date: 02/14/2017

Department: City Manager

AGENDA CAPTION:

Present And Discuss **The Distribution of Addison Library Cards.**

BACKGROUND:

At the September 6, 2016 Regular Council Meeting, City Council directed staff to establish a library card policy that only allows one card per household, requiring residents to choose either the Farmers Branch or Dallas Public Library system, in an effort to reduce costs.

The Town of Addison does not have its own library. Residents are able to access these services, at no cost to the resident, at either a Farmers Branch or Dallas Public Library. Each time a resident receives a library card, the cost to the Town is as follows:

- \$250 for a Dallas Library Card
- \$200 for a Farmers Branch Library Card

Staff will provide an update to the Council on the implementation of the new process. The policy and interlocal agreements with Farmers Branch and Dallas will be brought back to Council for approval at a later date.

RECOMMENDATION:

Information only, no action required.
